

COLLECTIVE BARGAINING AGREEMENT

by and between

THE SWEDISH MEDICAL CENTER

And

SEIU HEALTHCARE 1199NW

Hospital and Health Care Employees Union, SEIU,

(Service Unit)

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PREAMBLE

This Agreement is made and entered into by and between The Swedish Hospital Medical Center (hereinafter referred to as the “Employer” or “Swedish Medical Center”) and SEIU Healthcare 1199 NW, Hospital and Health Care Employees Union, SEIU (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

Statement of Policy and Purpose: It is the desire of Swedish Medical Center and SEIU Healthcare 1199NW to interact in a collaborative and respectful manner and to ensure orderly and uninterrupted operations of the Swedish Medical Center. This is in keeping with the provisions of the National Labor Relations Act granting employees the right to organize and bargain collectively concerning the terms and conditions of their employment. Swedish Medical Center and SEIU Healthcare 1199 NW now desire to enter into an Agreement reached through collective bargaining which will have for its purpose, among others, the following:

- a. To recognize the legitimate interests of the Employees of Swedish Medical Center to participate through Union representation and the collective bargaining process in determining the terms and conditions of their employment.
- b. To promote excellent service to the customers of Swedish Medical Center.
- c. To maintain a neutral environment free of coercion and retaliation regarding employee participation in and support of the Union.
- d. To avoid interruption or interference with the efficient operation of Swedish Medical Center.
- e. To promote fair and reasonable working conditions.
- f. To provide a basis for the adjustment of matters of interest by means of amicable discussion.

ARTICLE 1 - RECOGNITION

1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem service and maintenance employees employed by the Employer, excluding all confidential employees, technical employees, professional employees, managers, guards and supervisors as defined in the Act and all other employees.

1.2 New Positions.

New job classifications established during the term of this Agreement will be covered by this Agreement unless they are not within the Union's jurisdiction established by the description of its bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer.

1.3

During the life of this Agreement, the Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, or in any other way to challenge the inclusion in the bargaining unit of any classification or job titles which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This does not apply to any change in the supervisory status of an individual employee that occurs as a result of a change in duties or a reconfigured position. This provision shall continue in full force and effect after the expiration of this Agreement and up to and including July 1, 2012 and be enforceable through the grievance and arbitration provision.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, demote, suspend, discharge, maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to determine employee workloads; the right to require overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios; the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer.

2.2

The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Nondiscrimination.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against an employee because of the employee's membership decision.

3.2 Membership.

All employees covered by this Agreement, who are now members or become members of the Union, shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. For the purposes of this Agreement, "in good standing," is defined as the tendering of Union dues or a fair share/ representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

The Union and the Employer agree that those employees employed by Swedish Medical Center in any capacity on July 1, 2000, who are not members of the Union, and those employees of Providence Seattle Medical Center employed in any capacity who are not members of the Union on July 1, 2000, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of this Article thereafter.

3.2.1 Religious Objection: Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be

required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.2.2 Hold Harmless: The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.2.3 Notification: The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

3.3 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted will be promptly transmitted to the Union by check payable to its order. The Employer will also provide a roster in Excel format including the employee name, employee ID number, the deduction amount and earnings for the period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3.1 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in patient care areas nor will there otherwise be any disruption to patient care.

The parties recognize that the Union is obligated under the Federal Election Campaign Act ("FECA") to reimburse Swedish for its reasonable cost of administering the Healthcare Leadership Fund check off in the parties' collective bargaining agreement. Swedish and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover Swedish's costs of administering this check off. Accordingly, the parties agree that Swedish will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund check off provision in the parties' collective bargaining agreement to reimburse Swedish for its reasonable costs of administering the check off.

3.4 Bargaining Unit Roster.

Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union via a FTP site an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, division cost center number, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires and addresses, and a list of all employees who have terminated during the month via an FTP site. The new hire and termination lists shall include the same data as the monthly employee roster except for monthly gross earnings. The termination list shall include the termination date.

ARTICLE 4 - UNION REPRESENTATIVES

4.1 Access to Premises.

Duly authorized Representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union Representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees. Union Representatives shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

4.2 Union Meetings.

In accordance with Swedish Medical Center policy, the Union may use designated meeting rooms of the Employer for meetings of the local unit, providing sufficient advance request of the

facility is made through the Human Resources Department in accordance with Swedish Medical Center policies and procedures and space is available.

4.3 Bulletin Boards.

The Employer will provide space on bulletin boards on all units and departments and near the cafeterias for the use of the union. The Employer will determine the locations. The Union will provide a copy of posted materials to the Human Resources Department at the time of posting. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

4.4 Unit Representatives – Swedish Medical Center Employees.

A list of Union Officers, Delegates, and alternate Delegates from the bargaining unit, elected in accordance with District By-Laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Step 1, Step 2, and Step 3 of the grievance procedure and Section 7.8, as provided in this Agreement. The Employer shall not recognize Unit Representatives until the Union has given the Employer written notice of their selection and scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working time, and shall not interfere with the work of other employees. In the event an investigatory meeting or grievance meeting cannot be scheduled at a mutually agreeable non-work time, a union delegate shall be released with pay to 1) act as a Weingarten representative in accordance with Article 7.8, Discipline and Discharge; or 2) participate in a grievance meeting held under Article 17, Grievance Procedure; both subject to patient care needs. The Employer will make a good-faith effort to schedule investigatory and grievance meetings at a time and location accommodating to the schedules of those working evenings, nights, weekends, and those working at multiple locations. Subject to appropriate advance notice and scheduling requirements, up to 40 Union Officers, Delegates and Contract Committee members shall be reimbursed at their base straight time rate for one day (8 hours) of training provided by the Union each calendar year. Training shall occur only on an employee's scheduled day off.

4.5 New Employee Orientation.

Delegates/Officers (or designees), not to exceed two (2) in number, may meet with new employees during orientation (on the delegate/officer's unpaid time), at a mutually agreeable time to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee. The meeting shall not exceed one quarter (1/4) hour in duration, and shall be on paid time for the new employee. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the

orientation and the name, FTE, job classification, start date, shift, department, unit and campus of each new employee attending the orientation.

4.6 Job Description and Contract.

The Union and Management will ensure that the Agreement is made available to all covered employees. Upon initial employment, employees shall be given a copy of their current job description by their manager during department orientation and whenever the job description changes.

ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee.

An employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

5.2 Part-Time Employee.

An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week or less than eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Per Diem Employee.

An employee classified without an assigned FTE who is hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods. Per diem staff shall be paid in accordance with the wage rates set forth in Article 12, Compensation of this Agreement plus a fifteen percent (15%) wage differential in lieu of benefits. Per diem staff shall receive longevity steps and shall be eligible for standby, callback, shift differentials, lead pay, preceptor pay, weekend premium pay, certification pay and continuing education and professional development expenses. Seniority shall accrue based upon all hours worked but shall not be applicable during employment as a per diem employee. After return to or upon acquiring full-time or part-time status, any prior benefit accruals shall be reinstated for benefit eligibility purposes. Per diem staff may be pre-scheduled for a shift, but only after regularly scheduled staff assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem staff will not be regularly utilized in lieu of filling or creating regular full-time

and/or part-time positions. In the event of low census, per diem staff will be cancelled in accordance with Article 11.4.1, Low Census/Reduction in Hours.

If the Union believes there is an employee classified as per-diem who has been working regular full or part-time hours for a period of over three (3) months, they can request to have the matter reviewed by Human Resources. If, following the review, it is confirmed that the employee is working regular full or part-time hours that are not concluded to be temporary, the position will be submitted for justification and approval. Any new position must go through the normal approval process and if approved, it will be filled by the employees who have been working those hours.

Upon hire of a per diem employee to a FTE'd position, all days previously worked in a per diem status will count toward the probationary period in the FTE'd position.

5.3.1 Travelers/Agency. If the Union believes there is a traveler or agency employee who has been working regular full or part-time hours for a period of over three (3) months, they can request to have the matter reviewed by Human Resources. If, following the review, it is confirmed that the employee is working regular full or part-time hours that are not concluded to be temporary and that the position is not already posted, the position will be submitted for justification and approval. Any new position must go through the normal process and be posted.

5.4 Probationary Employee.

An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional ninety (90) days. Any extension of the probationary period will not adversely impact the accrual of, or eligibility for, or utilization of benefits. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure.

5.5 Month and Year.

For purposes of this Agreement and the method of computing sick leave, annual leave, and other conditions of employment except as otherwise provided for herein a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. Low census hours shall count toward the accrual of benefits, longevity steps and seniority. For purposes of computing longevity (wage) steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period. Time worked which is paid on an

overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

5.6 Preceptor.

At the time a new employee is hired, transferred, or promoted into a represented position in a department, the manager will assign an experienced employee to orient that new employee. Based on the new employee's prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. A preceptor may be assigned to a student, new employees, and current employees when it is determined to be appropriate by the Employer. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer's requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees.

5.6.1 Orientation. All staff participate in orientation of others, including students, to their area or a process within their work. When given this assignment, staff will familiarize the orientee with new surroundings or circumstances and provide general assistance, support, and guidance for the orienting employees. Orientation may also include instruction and demonstration for current employees on new protocols, and processes. Orientation may include completion of checklists. If additional teaching and demonstrating of work processes or procedures is needed beyond orientation, as determined by the manager, a preceptor will be assigned.

5.6.2 Training. Some staff provide specialized one time applications training to staff and students, a more intensive instruction with defined practice to build proficiency in the trainee. Training assignments involve specific work processes that are complex or equipment that is new to the department or radically changed. Training may include completion of checklists. The manager, at their discretion, may assign a preceptor to teach, demonstrate, and evaluate competency with new processes or equipment.

5.6.3 Precepting. When proficiency attainment is needed – one that involves planning, organizing, assessing competency and evaluating and is provided by an employee, that employee is assigned by the manager as a preceptor. A preceptor is an experienced employee or employees proficient in their work and communication skills who is specifically assigned by the Employer to participate in the planning, organizing and evaluating of new employees, current employees, and students. Precepting may include but is not limited to training that includes assessment of skills goal directed education and training for a specific period. Written goals, progress, and evaluation is an expectation for preceptors to complete for both staff and students.

ARTICLE 6 - SENIORITY

6.1 Definition.

Seniority shall be defined as an employee's length of service with the Employer based upon calendar days since the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire.

6.2 Termination.

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, acceptance of severance benefits, retirement, twelve (12) consecutive months of layoff with recall rights (see Article 10.11), or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever re-employed, be regarded as a new employee.

ARTICLE 7 - EMPLOYMENT PRACTICES

7.1 Recruitment and Selection.

Swedish Medical Center will recruit and hire the most qualified applicants to meet the staffing needs of the Center and thereafter transfer, promote, and retain such persons as employees. All such actions and decisions shall comply with the Center's desire to promote from within whenever qualified candidates are identified, interested, and available.

7.2 Job Opportunities.

7.2.1 Postings. Positions will be posted for seven (7) days before filling and will be made available electronically and be emailed to all employees of the unit/department. For those units with irregular access or use of computers, paper postings on the unit/department bulletin board will continue. Within three (3) months of ratification, the ABC committee will determine the list of units that require continued paper postings. They may also be posted at the house-wide level simultaneously with a unit/department posting. FTE, shift, and shift length will be included in all job postings.

7.2.2 Department Openings. Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. When a position can be filled from

within the unit/department, a house-wide posting may be waived by the Employer. Units and departments are defined by management, and will be campus-based, except as noted herein. A list of units and departments will be submitted to the ABC Committee on at least an annual basis. Seniority shall be the determining factor in filling a job opening providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer.

7.2.3 Americans With Disabilities Act. Where the requirements of the Americans with Disabilities Act conflict with this Agreement, the Americans with Disabilities Act shall supersede this Agreement.

7.2.4 FTE Changes. If an employee requests to increase his or her FTE, and the department manager approves, the above posting procedures (Article 7.2.1 and 7.2.2) will apply. Just the approved FTE increase would be posted.

If an employee requests to decrease his or her FTE, the employee must submit the request in writing to their manager. The request should indicate that they are requesting to give up that portion of their FTE on a permanent basis. The manager must approve any FTE decrease. An FTE decrease does not need to go through the posting process described herein. Examples of considerations of the impact of an FTE decrease are benefit eligibility and tuition assistance.

7.2.5 Employee Transfers. Employees shall be required to give at least twenty-one (21) calendar days written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-one (21) day notice period. Employee transfers will occur at the end of the twenty-one (21) day period, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days the employee will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

Employees who accept a transfer may not apply for another opening for a period of six (6) months from the effective date of the transfer unless approved by the employee's manager.

7.2.6 90 Day Performance Review. Employees transferring or reclassified to a new department or a new position shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. At any time during this performance review period, the Employer will notify the employee in writing of any deficiencies in performance. Except for situations involving safety issues, gross incompetence, or gross misconduct, the Employer will give two (2) weeks advance notice of performance deficiencies prior to terminating the employee from the new position. If the employee fails to meet standards of performance, as determined solely by the Employer, the

employee will no longer be allowed to continue in that position. The employee will be eligible for reinstatement to the employee's prior classification and prior department based upon available openings. If the employee is not reinstated due to the lack of an available opening, the employee will be treated as being on layoff status and subject to the recall provisions set forth in Sections 10.11.

This clause shall not apply to transfers within a job classification where the employee is to perform substantially the same duties as were performed in their former position.

7.3 Notice of Termination.

Employees who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or three (3) weeks pay in lieu thereof, except in cases of discharge for just cause.

7.4 Notice of Resignation.

Employees shall be required to give at least twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. Failure to work the notice period, unless approved by the employee's supervisor, shall result in loss of accrued annual leave, with the exception of previously scheduled and approved time off.

7.5 Equal Opportunity.

The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws. The Employer and the Union shall not discriminate against any employee by reason of race, creed, age, color, sex, national origin, citizenship, language, religious belief, marital status, sexual orientation, gender expression/identity, political ideology, ancestry, veterans status, or the presence of any sensory mental or physical disability. Allegations of discrimination shall be subject to the grievance and arbitration provisions of Article 17 of this Agreement.

7.5.1 Affirmative Action: Where Swedish's efforts to comply with any federal, state, and/or local requirement related to Affirmative Action in Employment or Equal Opportunity conflict with this Agreement, the federal, state, and/or local requirement will supersede this Agreement.

7.5.2 Consistent with Swedish Medical Center's policy on disabled employees, if a new bargaining unit position can be created to accommodate an incumbent employee's permanent disability, the Union agrees to waive seniority rights for that position. The position will not be posted, and the position will be offered to the disabled employee.

7.6 Shift Changes.

Seniority shall be the determining factor in shift changes within a department providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer as per article 7.2.

7.7 Work Assignments.

Seniority shall be considered when assigning work assignment within a department (as defined in Subsection 7.2.2) that are expected to last longer than three (3) months, providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the employer.

7.8 Discipline and Discharge.

No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting which may lead to disciplinary action, and may request the assistance of an interpreter. Management will make a good faith effort to notify employees of the right to a representative and an interpreter. Failure to notify an employee of their right to a delegate or interpreter shall not be grounds for a reversal of discipline, nor may it be the subject of a grievance. Employees may request that documentation of oral warnings be removed after two (2) years, provided there are no similar instances of discipline in the intervening period. Employees may request that documentation of written reprimands be removed after three (3) years, provided there are no similar instances of discipline in the intervening period.

7.8.1 Request for Removal of Discipline. Employees requesting removal of discipline per Article 7.8 will submit the "Removal of Discipline" form to his or her manager. The manager will record the decision on the form within 30 days, including their reasoning if the request is rejected, and return the form to the employee, with a copy to Human Resources. The form will not become part of the employee's official file.

7.9 Personnel Records.

Personnel records will be maintained by the organization for each employee. Information retained by the organization will include: employment application and supporting materials,

performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their Human Resources records on the next business day (24 hours). Every effort will be made to make all other records available within 72 hours. If records cannot be made available within 72 hours employees will receive notice of when material will be available and an explanation for the delay. A Human Resources representative may be in attendance. Documentation regarding employment conditions, such as rate of pay, unit, shift, hours of work, reason for termination, change in employment status, and leaves of absence, shall be maintained. Upon request, an employee will be given a copy of any material in the employee's record. A copy fee may be charged. Employees may respond in writing to any documents contained in their record.

7.10 Parking.

On-call employees shall be provided parking within close proximity to the Swedish Medical Center.

7.11 Travel.

n employee who in accordance with Swedish Medical Center policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Swedish Medical Center. The Employer will be responsible for providing and approving travel arrangements for the employee to and from the Swedish Medical Center.

7.12 Subcontracting.

There shall be no subcontracting of any bargaining unit work for the life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees. This section does not apply to the customary and historical use of agency and travelers for RN and technical work.

In the event there is a significant opportunity identified for expense reduction through subcontracting, the Union will meet and negotiate ways to mitigate the expense variance, with

subcontracting included as a possible alternative. Except as otherwise provided in the paragraph above, subcontracting would only be by mutual agreement.

7.13 Staff Development.

A regular and ongoing staff development program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory.

Topics to be offered will be determined by discussions between employees, management and the Clinical Education and Practice or designee. Subject to patient care needs and with appropriate advance notice, the Employer will make a good faith effort to release employees to attend mandatory education and continuing education programs within employees FTE unless scheduled on time off by mutual agreement. Mandatory education programs will be scheduled in an effort to accommodate varying work schedules.

Employees required by the Employer to attend mandatory staff development programs will be compensated at the applicable rate of pay for hours spent in the program. The employer will make their best effort to make employees whole for their entire shift if a mandatory education is scheduled on a day in which an employee was regularly scheduled to work and was released from work by offering productive and nonproductive opportunities within the pay period for all hours missed. The Employer will provide contact hours for continuing education programs. It shall be the responsibility of the presenter to complete and submit the application process on a timely basis.

The ABC Committee will have a quarterly agenda item to discuss: new and upcoming educational opportunities, additional educational interests from employees, and review the offerings for mandatory education classes to evaluate if enough classes are being offered at appropriate times to accommodate variable shifts.

ARTICLE 8 - FLOATING AND MULTI-CAMPUS ASSIGNMENTS

8.1 Floating Assignments.

Floating is defined as:

1. a change in home campus work unit for a shift or partial shift (see 8.2 for premium eligibility).

2. In the case of float pool employees, it is defined as the compensated flexibility of an employee who is assigned daily to various units/departments based on the staffing needs of the campus.

The float pools on each campus will serve as primary resources for meeting floating needs within a campus. The Multi-Campus Float Pool and multi-campus designated positions will serve as primary resources for meeting floating needs between campuses. Provided safe and cost effective staffing alternatives are available, floating assignments will be limited to areas where staff have been oriented or cross-trained or will have the appropriate basic skills for the areas to which they float. Nothing in this section shall prevent the Employer from responding to emergency situations or urgent patient care or urgent operational needs. The employer will endeavor to minimize floating to multiple units during a shift when reasonably feasible, when unit-based staff are floated more than once during their shift and to more than two units during a shift the occurrence will be tracked on a staffing variance form and reviewed by the unit based staffing committee.

8.1.1 Floating Sequence

When floating needs occur, the Employer will use the following order to address staffing needs:

1. Agency
2. Campus Based Float pool staff
3. Multi-Campus Float pool staff

If the unit that staff are coming from will not be staffed below core or staffing matrix:

1. UB-MCF
2. Travelers (floats out of a unit)
3. Volunteers

If staff cannot be floated from a unit leaving the unit below core or staffing matrix:

1. Per diem
2. Staff working additional shifts or overtime

For ongoing and unresolved floating issues, the matter may be forwarded to the ABC Committee.

Staff will receive orientation to the department or unit and will be assigned a resource person for guidance as needed. Orientation/training will be appropriate to the assignment and will be

dependent upon the staff member's previous experience and familiarity with the area to which such staff member is assigned.

Utilizing a standardized tool, each unit's UBSC will create and review a unit specific outline of the nursing care guidelines for the typical patients found on these units, to be used as a reference before and during the shift. The guidelines will include a description of the patient population, the care environment, any specialized documentation, and the unit's general schedule of activities. It will be updated as needed for new competencies or procedures.

The tool will feature a checklist that details the specialized competencies or procedure required of regularly assigned staff. Staff floating will check off or initial the unit's specialized procedures that he or she is competent to perform. Any specialized competencies will be assigned to the resource person on the unit.

The tool will be utilized for both cross training and daily floating.

A record will be kept by each employee detailing units for which they have been oriented/trained with the date. A copy of the record will be furnished to the home unit manager.

It is the responsibility of the charge nurse/ designated resource person to assure the tool is given to the employee floated.

If during the floating assignment a staff member is asked to perform a task or procedure for which the staff member is not qualified, the staff member should immediately discuss the matter with the lead, charge nurse or manager. If the lead, charge nurse or manager is not available and the situation continues, the nursing supervisor should be paged immediately to address the situation.

In areas where patient care is provided, staff will be expected to perform all basic patient care functions, but may not be required to perform tasks or procedures uniquely applicable to the department or unit that they are not qualified or trained to perform.

8.2 Multi-Campus Floating.

All employees shall have a designated home campus. Each unit will have a designated number of UB-MCF who shall be the first to float when floating is required. The number of UB-MCF and floating trends will be monitored by the unit-based staffing committee or delegates and manager where a staffing committee does not exist. If an employee is reassigned (from a posted schedule) or volunteers to perform work on a different campus within his or her designated region a premium of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked at the other campus. Employees working (not on a voluntary basis as defined below) on a different campus outside of his or her designated region shall be paid a premium of three dollars (\$3.00) per hour for all hours worked at the other campus. If the employee returns to the original scheduled work site during the shift, this pay premium shall continue to be paid. These

premiums shall not be paid to employees that voluntarily initiate a change in campus (e.g., “trades”). These premiums shall not apply to call shifts worked (12.7). Call shifts outside of an employee’s region will be voluntary.

These premiums shall apply to a position that was designed to service multiple campuses includes compensation for floating of an equal or greater amount in addition to the base wage. Article 11.4 Schedule Changes, does not apply to this section. Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Parking will be provided to employees floating during a shift to another campus at no additional charge. The employer will create a process through which employees who regularly float between campuses will not incur parking costs. If an employee incurs an additional parking fee, the Employer will reimburse the employee within two (2) pay periods. Mileage will be reimbursed to employees from their home campus to another campus at the appropriate IRS rate.

8.2.1 Four Regions. Regions are defined as: 1) East Side (Issaquah, Redmond, Bellevue, Eastside Radiation & Infusion and Eastside Cancer Clinics); 2) North (Mill Creek, Northern Radiation & Infusion, Redmond, and Northern Cancer Clinics, North Sleep Centers, Edmonds); 3) South (Highline Radiation & Infusion and Cancer Clinics, West Seattle); and 4) West Side (First Hill, Cherry Hill, Ballard, Westside Radiation & Infusion and Westside Cancer Clinics).

In the event that Swedish Medical Center expands beyond its current campus geography or there is a higher volume of floating needs in the north and south end of the regions, the ABC committee will meet to determine an appropriate size and number of regions.

8.2.2 Unit Based Multi-Campus Floats (UB-MCF). Unit Based Multi-Campus Floats are non-float pool employees who have agreed to float to any Swedish campus as determined necessary by management, and who have relevant skills and experience to the areas they are floating among. Opportunities will be posted and employees will receive a \$.1.00 per hour UB-MCF premium for floating (included as part of their regular rate of pay). The premium will be paid in addition to the float premiums described in Section 8.2 above or for any hours floated from his or her home campus. Unit managers will determine the number of UB-MCF opportunities for their unit, if any.

8.2.3 It is not the intention of SMC to regularly use staff from a department on one campus to fulfill staffing needs on another campus, and the use of such assignments on a regular basis shall be minimized. When volunteers, non-UB-MCF employees are regularly being relied on to cover staffing needs at other campuses, the unit based staffing or other department committee will meet to discuss increasing the number of multi-campus designated float opportunities and/or FTEs at the other campus.

8.2.4 Multi-Campus Units. The following units are the only units required to float across all campuses: Sleep LAB.

8.3

Nothing in this section shall prevent the employer from responding to emergency situations or urgent patient care needs.

8.4 Floating Rotation.

Swedish agrees that reassignments from a posted schedule will be minimized as reasonably possible and will be covered generally by the UB-MCF on the unit when available. When it is necessary to float an employee to another unit or department or to assign an employee to another campus, the Employer agrees to follow 8.1.1 floating sequence and when necessary to float a unit based staff member, first seek volunteers from the employees working or scheduled, provided skill, ability and competence are substantially equal in the opinion of the Employer. In the event there are no volunteers, the Employer will rotate floating or reassignments equitably among all employees in the affected job classification on a unit on each shift, starting with the least senior employee first, provided skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to float or to go to another campus that shall be counted for purposes of the rotation list. The rotation list will be restarted January 1 and July 1 of each year, beginning with the least senior employee. Upon request by the employee, when the employee does not have his or her own transportation, the Employer will be responsible to provide transportation between campuses or home if the employee is not able to get back to their home campus before the end of shift.

8.5 Multi-Campus Units.

In the event the Employer decides to expand the use of cross campus assignments to a department where the practice does not currently exist, or where a non-Multi-Campus Unit is using cross campus assignments frequently, the Union will be notified at the earliest opportunity. The Employer will meet with the Union and representatives of staff to address staff concerns and convene a Change Process Team. All applicable contractual practices will be followed. In the event a new multi-campus unit is created, all affected employees shall be assigned a home campus and UB-MCF positions will be created pursuant to the contractual procedures identified by the Change Process Team, potentially including but not limited to 7.1 Recruitment and Selection, and/or Article 10, Reorganization. Data will be collected as part of the post-restructure process to identify how often floating between campuses is occurring and whether FTEs at one campus should be increased to minimize floating. Only employees in multi-campus units are required to float across campuses.

8.6 Float Pools.

[1] The NAC/HUC float pools on each campus will serve as primary resources for meeting NAC/HUC floating needs within a campus. Those employees are compensated \$1.75 in their base wage for every hour worked. NAC/HUC's working in a campus float pool will be paid a \$1.75 per hour premium and also be eligible for the Multi-Campus Floating premiums.

The number of campus-based float pool employees will be monitored and adjusted on a quarterly basis by the Joint Oversight Staffing Committee who will report to the ABC committee. Data from all campuses within the Swedish system will be provided for by the employer to the campus-based staffing committee including but not limited to floating trends, average daily census, vacation, sick, FMLA, overtime, and per diem, to assist with determining the right size of each of the campus-based float pools. Each float pool NAC will receive orientation to the physical unit and the care requirements of the patients on that unit and campus. During her/his orientation, the NAC shall be assigned to a staff member from the unit's permanent staff for clinical guidance as needed and be provided access into all essential areas for staff. Orientation will be appropriate to the assignment and will be dependent upon the NAC's previous experience and familiarity with the nursing unit and patient population. If issues arise resulting from floating between campuses, such matters may be brought to the ABC Committee

Float pools shall be continued and/or established as follows:

A. First Hill Campus.

1. Nursing Assistant Certified (NAC) Float Pool. The NAC Float Pool will be staffed with NACs who will serve as primary resources for meeting NAC needs throughout the campus, this includes but is not limited to Patient Safety Attendant (PSA) needs. PSA needs throughout the campus will be tracked and looked at quarterly by the campus staffing committees and brought to the Joint Oversight Staffing committee who will adjust the number of NAC floats based upon patient care needs.
2. Health Unit Coordinator (HUC) Float Pool. The HUC Float Pool will be staffed with HUCs who will serve as primary resources for meeting HUC needs throughout the campus.

B. Ballard Campus.

1. Nursing Assistant Certified (NAC) Float Pool. The NAC Float Pool will be staffed with NACs who will serve as primary resources for meeting NAC needs throughout the campus, this includes but is not limited to Patient Safety Attendant (PSA) needs. PSA needs throughout the campus will be tracked and looked at quarterly by the campus staffing committees and brought to the Joint

Oversight Staffing committee who will adjust the number of NAC floats based upon patient care needs.

C. Cherry Hill Campus.

1. Nursing Assistant Certified (NAC) Float Pool. The NAC Float Pool will be staffed with NACs who will serve as primary resources for meeting NAC needs throughout the campus, this includes but is not limited to Patient Safety Attendant (PSA) needs. PSA needs throughout the campus will be tracked and looked at quarterly by the campus staffing committees and brought to the Joint Oversight Staffing committee who will adjust the number of NAC floats based upon patient care needs.

D. Issaquah Campus Float Pool.

1. Nursing Assistant Certified (NAC) Float Pool. The NAC Float Pool will be staffed with NACs who will serve as primary resources for meeting NAC needs throughout the campus, this includes but is not limited to Patient Safety Attendant (PSA) needs. There is not currently a NAC Float Pool on the Issaquah campus. PSA needs throughout the campus will be tracked and looked at quarterly by the campus staffing committees and brought to the Joint Oversight Staffing committee who will determine the need for a float pool or adjust the number of NAC floats based upon patient care needs. This float pool shall be created within six months post ratification.

8.7 Multi-Campus Float Pool.

The Multi-Campus Nursing Assistant Certified (NAC) Float Pool will be staffed with NACs with appropriate certifications who will serve as primary resources for meeting NAC needs throughout the Swedish system, this includes but is not limited to Patient Safety Attendant (PSA) needs. PSA needs throughout the system will be tracked and looked at quarterly by campus staffing committees and brought to the Joint Oversight Staffing committee who will adjust the number of multi-campus NAC floats based upon patient care needs. NACs assigned to the Multi-Campus Float Pool shall receive a multi-campus float pool premium of four dollars (\$4.00). The number of multi-campus float pool staff will be monitored and adjusted on a quarterly basis by the Joint Oversight Staffing Committee who will report to the ABC committee. Data from all campuses within the Swedish system will be provided for by the employer including but not limited to floating trends, average daily census, vacation, sick, FMLA, overtime, per diem, and PSA usage to assist with determining the right size of each of the multi-campus float pools. This float pool will have positions posted no later than the end of the second quarter of 2016.

ARTICLE 9 - HEALTH AND SAFETY

9.1 Safe Workplace.

The Employer agrees to maintain a safe and healthy workplace in compliance with all federal, state, county and municipal regulations.

9.2 Alcohol and/or Chemical Dependency.

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employee participation in treatment programs, including individually tailored return-to-work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

9.3 Health and Safety.

The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Swedish Medical Center shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employee health and safety is documented in Employer's Infection Control and Exposure Control Manual and the Personnel Policies and Procedures Manual that is available on every unit/work area throughout the Swedish Medical Center.

9.3.1 Hepatitis B Vaccine and Hepatitis C Exposure. Vaccine is offered in Employee Health Services without cost to any employee at risk of exposure to Hepatitis B. Following a blood

borne exposure, the Employer will not only test for HEP B and HIV, but also HEP C and provide appropriate treatment at no cost to employee.

9.3.2 Tuberculosis Exposure Control Program. All employees working in patient care areas will be provided annual PPD screenings. Employees in high risk areas may be screened more frequently. Any employee who is a PPD converter as a result of an occupational exposure will be referred to a Public Health physician or appropriate medical specialist for follow up, including preventive therapy, at no cost to employee. It is the employee's responsibility to get their TB test timely in accordance with Swedish's Employee Health policy. Employees will be provided between thirty (30) and sixty (60) days advance notice of the need to get a TB test.

9.4 Safety Committee.

The objective of this committee is to develop, implement and evaluate the overall environment of care safety program and the incident/accident/injury prevention program; to identify hazardous conditions, unsafe practices or trends, and recommend plans for improvement; and to maintain and report safety hazards to the appropriate regulatory agency. The Union shall appoint six (6) employees representing each campus and the Employer will have managers representing all campuses. The Committee will meet at least monthly. The Union and the Employer agree to share any information they may have concerning injury prevention programs at other hospitals in order to facilitate the Committee's action plan.

The Employer and the Union are committed to working together in the Safety Committee and Safe Patient Handling Subcommittee to evaluate the environment of care performance data, number of injuries, lost work days, and employer worker compensation and medical costs, caused from manual lifting and transferring patients and other non-clinical events, and to work together to reduce such injuries and safety hazards.

9.4.1 Safe Patient Handling. In addition, Swedish will maintain a Safe Patient Handling subcommittee with membership representation in compliance with Washington State Engrossed House Bill (EHB) 1672 (Chapter 165, Laws of 2006). The purpose of the committee is to design and recommend the process for implementing a safe patient handling program. At least half of the members of the safe patient handling committee shall be frontline non-managerial employees who provide direct care to patients. Bargaining Unit participants will be appointed by the Union.

Acknowledging that back, neck and shoulder injuries are some of the most prevalent occupational hazards for employees, management agrees to continue its comprehensive ergonomic and injury reduction program.

ARTICLE 10: REORGANIZATION: SENIORITY/RESTRUCTURE/LAYOFF

10.1

Swedish Medical Center and the Union recognize that change within the organization is necessary to remain efficient and provide innovation resulting in quality patient care and services and that change at times must be rapid. The best changes balance the needs of the patient, organization, employees and the community to:

- Emphasize quality patient care
- Come with the input and leadership of front line staff and managers
- Provide the least impact to the most staff and
- Retain staff in roles where they can continue to contribute to patient care

The guidelines in the Bargaining Unit Reorganization Process (BURP) will be in effect unless changed by mutual agreement at the ABC Committee. The ABC committee will provide oversight over the reorganization process as outlined in Article 10. This will include:

A. A venue for strategic level discussions regarding change

B. guide a collaborative process that encourages broad representation of members on change teams

C. promote open dialog between the parties through coaching, training, and education

D. higher level evaluation by looking at staff satisfaction, analysis of data to evaluate whether goals were met, and evaluate the change process through jointly developed metrics.

10.2 Reorganization

- Re-organization. A re-organization occurs when change(s) to work processes of a department/cost center/unit result in redesign, or restructure.
- Re-Design. Change in a department that does not affect items listed below in the “restructure” definition and would not require a formal change team.
- Restructure. Change in a department that affects FTE (greater than a .2 or where benefits are affected), pay, shift or schedule change of more than two hours, change of home

campus, unit mergers or expansion and creation of new units. Restructures will require a formal change team if not resolved informally per 10.3.1.

Major job duty changes will go to the ABC committee for discussion. If more resolution is needed, an interest-based process (like the BURP process) will be used among the affected job classes and/or departments.

10.3 Bargaining Unit Reorganization Process (BURP)

Reorganization will trigger the Bargaining Unit Reorganization Process. In the event that the Employer has identified an impending change that may result in restructure, the employer will notify the Union at least 84 days prior to a restructure. This eighty four (84) day period is comprised of an informal two (2) week period plus thirty (30) days for the planning phase and the subsequent forty (40) day implementation period.

A. For steps 2 and 3 of the Bargaining Unit Reorganization Process, participants shall be: Change Team consisting of a staff represented group appointed by the union, the manager, a delegate, an organizer, and a HR Strategic Partner. In some steps of BURP, all staff are required to be present. Upper management is optional to participate except in key decision making points and when the change team determines that their presence is necessary. If a delegate is not available use a delegate from another department. The HR Strategic Partner should call the organizer to connect with delegates. The manager will notify the HR Strategic Partner of reorganization discussions, the HR Strategic Partner will notify the organizer and the organizer will notify the delegate.

10.3.1 Step 1: Gain Understanding of the Issue(s) – Two (2) week informal process:

Upon initial notice from management to the impacted staff and the union of an issue that could potentially result in a restructure, a two (2) week period will be allowed for staff to come together to problem solve and try and voluntarily work out the process by which to implement the change to ensure an efficient transition process to promote quality patient care and services and a quality work environment for staff.

The purpose of this initial informal meeting will be to: Meet with Staff, Define the Issue, Solicit and Record Ideas for Resolution. All staff interested in participating will be released to attend. The delegate will be released for the meetings and help to conduct the meetings.

At the end of the two (2) week period:

1. The change is determined to only be a redesign and may be implemented; OR
2. Unit impact is satisfied in step 1 - If there is a consensus within the department of 100% for resolution there may be no change team.

3. The change is determined to be a restructure. Change team process is needed – the unit will use the process outlined in 10.3.2; OR

In the case of a change team, a staff meeting will be called to describe the work of the previous two weeks. The change team participants will be selected immediately after this meeting.

10.3.2 Step 2: Plan Change –Thirty (30) day formal Change Team Process:

The planning stage shall be a period of no less than 30 days except by mutual agreement:

In order to facilitate union and human resources participation in reorganization and to ensure an efficient transition process to promote quality patient care and services and a quality work environment for employees, the parties agree to establish Change Process Teams. These teams shall have the authority to recommend appropriate practices for conducting restructures. The Change Process Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement. Union representatives on these teams shall be appointed by the Union in sufficient numbers to ensure an adequate representation of appropriate work areas and shifts.

During the 30 days, the change team shall meet to determine, review, refine, define and sign-off on a timeline and plan for coming to an agreement on how to resolve the situation or change.

If there is no agreement during this step, the change team may:

- A. Extend this timeline by mutual agreement.
- B. Implement part of the change, define the outstanding components that need to be discussed and mutually extend timeline, and set a meeting date to discuss.
- C. Put the item on the next ABC agenda and invite delegate from affected area and high level decision maker to discuss the problem we are seeking to address and possible next steps.

10.3.3 Step 3: Implement Change – Forty (40) day formal Change Team Process:

The change team shall meet to determine and establish the timeline for change, and may also need to plan communications for the impacted work unit(s). Other work may include planning for a rebid and potential employee reassignments.

The implementation period shall last no less than 40 days except by mutual agreement to ensure that positions are frozen for a minimum of 30 days. Positions for which affected employees are qualified within Swedish Medical Center will be frozen for at least thirty 30 days and not offered to any other candidates. The Change Process Team will determine the range of positions to freeze.

10.3.3.1 Rosters. If a restructure is announced, a current seniority roster and a listing of any vacant positions will be available at the Human Resources Department with a copy immediately provided to the Union. The listing shall include campus, unit, department, outpatient clinic or service, employment status (FTE) and shift.

10.3.3.2 Available Positions. The frozen jobs list and other vacant positions, for which the affected employees may be qualified (see Article 10.3.3, Eligibility), within Swedish Medical Center will be posted on the unit(s) at that time, and no less than 30 days from being displaced.

Upon request from an employee, a reduced FTE may be made available, in conjunction with business needs in the opinion of the Employer or associated with objectives of the restructure. If department objectives are achievable through a voluntary reduction in FTE, remaining steps in the BURP process may not be necessary. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days.

The Change Team will determine which positions will be available for employee selection. By the end of the 10 day posting period, each employee will go through a selection process, as determined by the Change Team (ie: re-bid sheets and/or in person) which identifies and ranks the employee's preferences for all available positions (first to last).

10.3.3.3 Eligibility. Employees will be eligible to bid into positions on a bid sheet, based on seniority, using the following parameters:

- 1) Their current job classification.
- 2) A former job classification successfully held within last 2 years where the employee meets the minimum job qualifications.
- 3) Any position including newly created positions where the employee meets the minimum job qualifications in the opinion of the Employer.
- 4) Any position in their clinical/occupational group for which they can become oriented/trained to the vacant position in four (4) to six (6) weeks, in the opinion of the Employer.

10.3.3.4 Preference for Positions During Redeployment. An employee will be considered eligible for a vacant position if, in the Employer's opinion, the employee meets the minimum job requirements and can become oriented/trained

to the vacant position in four (4) to six (6) weeks. This time frame could be extended at the option of the Employer.

Retraining efforts benefiting bargaining unit employees would be accomplished through on-the-job training, or educational resources outside the workplace as determined appropriate by the Employer.

The Employer will present evidence based criteria when determining that any "orientation/training" period is beyond six weeks.

During a restructure if an employee has regularly and recently floated to and worked with a full assignment in a department/unit within the last six months, the employee will be considered qualified for orientation/training under this section.

In the event of a restructure, if there are specific skills, abilities or past experiences required for any position, including a lead position, they will be evidence based (i.e., tied to the applicable duties of the position as described in the job description). Management will have the final determination in any required skills, ability or past experience requirements, including a lead position(s).

Subject to skill, competence, and ability being substantially equal in the opinion of the Employer (See, Eligibility), agency/traveler employees and probationary employees on the affected unit will be the first to be displaced and then starting with the least senior regular employee. Displaced regular employees designated for layoff on that shift may displace the position (FTE) of the least senior employee(s) in the clinical or occupational group (clinical or occupational group as defined by the Change Team or the Collective Bargaining Agreement), providing the employee has less seniority.

In the case of a unit merger, staff will have sufficient notice for cross-training. Management will provide sufficient notice of any new requirements of specific skills, abilities or past experience, and management will ensure that in-house cross training opportunities are available for staff in advance of the implementation of the restructure to the extent it is within their control so as not to preclude an employee from a job opportunity within the new unit. Staff will be given adequate time to participate in the cross training. Cross training is defined as in-house training that provides the opportunity for impacted staff to acquire the skills and knowledge necessary to perform the new job duties or care for the patient population. Cross training may require floating and will happen on paid time. Cross training can continue beyond the implementation of the change, outside of the "orientation/training" time frame by mutual agreement.

Normally, lead positions will be included in any re-bid that results from a restructure. As an exception, a lead position may be excluded from a re-bid process if that is the consensus of the Change Process Team.

In circumstances where unfilled positions in a department are not posted within two weeks, the union may bring these concerns to the ABC Committee.

A summary of outcomes of the implementation will be communicated to the ABC committee.

10.3.3.4 Post Implementation - Evaluate Effectiveness of Change. The purpose of this step is to evaluate the effectiveness of the change after implementation, identify additional changes that may need to be made, and evaluate whether the goals originally identified were met. The change team including manager, delegate, organizer, and HR Strategic Partner will be included and upper management as needed particularly during the collection and review of data and in determining if additional change is needed. There will be at minimum three post-restructure meetings within a recommended timeline of 30, 60, and 90 days. The ABC committee will provide oversight over the evaluation process post restructure and change teams will provide the ABC committee with updates.

10.4 Definitions.

- Seniority. Per Article 6.1
- Position Elimination. The outcome of a restructure that results in the elimination of a position from a department.
- Layoff Eligibility. A layoff occurs when a person no longer has a comparable position in their department.
- Voluntary Layoff. A displaced employee eligible for layoff may select severance after the re-bid process though a comparable position may be available. Change teams may decide to make this option available prior to re-bid, but it must be approved through Human Resources prior to implementation.

10.5 Occupational Groups.

Occupational groups will continue to be discussed in the ABC Joint Labor Management Committee Meetings. Specific groups will be identified as needed in conjunction with the Change Process Team. Change process teams may consider the following when determining appropriate occupational groups:

- minimum job qualifications

- pay grade
- ability to orient within four (4) weeks to six (6) weeks

10.6 Displaced Employees.

After completion of the restructure process, employees who are not assigned a position on the new or restructured unit will begin a 30 day notice period. Upon notice, the employee must choose one of these options:

1. Voluntary Layoff. Take a voluntary layoff with severance, a three week notice of termination from employment, and with no recall or redeployment rights (if eligible, see Article 10.4 definitions)
2. Redeployment. Participate in the redeployment process via Swedish Medical Center's Human Resources Department to identify potential vacant positions, for which they may be are qualified, (See Article 10.3.3, Eligibility and Article 10.7, Skills Evaluation).

If, at the end of the thirty (30) day redeployment period the employee is still without a position, the employee may elect layoff with severance (without recall) or recall (without severance). (See Article 10.11, Recall).

An employee may also elect recall (without severance) if at anytime during the thirty (30) day redeployment period the employee accepted a position that resulted in a loss of benefit eligibility (See Article 10.11, Recall).

10.7 Skills Evaluation.

A skills evaluation will be scheduled with Human Resources within one week of an employee being displaced. The Employer will evaluate all current and known upcoming vacancies in other departments for which they are qualified (See Article 10.3.3.3, Eligibility. The employee's current skills and training needs will be assessed. The employee will be given preference for 30 days for any positions for which he/she qualified as determined by the Employer.

Employees will be offered vacant positions for which they qualify (in the opinion of the Employer, see Article 10.3.3, Eligibility) within the department and will have three (3) days to accept or decline the offer.

10.8 Orientation Post Restructure.

Mid-orientation evaluations to determine if this was a successful placement will take place with the employee and manager in their new position. If the employee has not achieved a

satisfactory level of performance in the judgment of the Employer within the performance review period, they will be subject to displaced status. The reassignment process will not exceed two times. (see Article 7.2.6, 90 Day Performance Review)

10.9 Comparable Job.

An employee, who has rejected a job offer where any of the following apply, will not forfeit their right to a) continued preference for open positions for which they are qualified, or b) severance pay or c) recall:

- 1) The FTE of the offered position is more than a 0.2 FTE change;
- 2) The base pay of the position is greater than a 5% reduction for Service and 10% reduction for Tech employees. (SERVICE and TECH ONLY).
- 3) The change in the start of the shift is greater than 2 hours.
- 4) The change in home campus is out of region (see Article 8.2.1).

An employee, who has rejected a job offer where any of the above does NOT apply, will be considered to have voluntarily resigned.

An employee who has rejected a job offer that results in a loss of eligibility for employee medical coverage or dependent medical coverage may continue in preference for open positions for which they are qualified or to request to be placed on the recall roster. An employee who chooses a position that is not comparable including change in medical benefit coverage shall also be on the recall list for up to 18 months.

10.10 Layoff.

Layoff includes the choice of one of the following:

- layoff with severance pay (with no recall rights)
- layoff with recall rights (no severance).

10.11 Recall.

Displaced Employees, who have not secured a position from the other options under Article 10.6 (Displaced Employees), may choose to be placed on a reinstatement (recall) roster (with no severance) for a period of eighteen (18) months from the date of layoff.

10.11.1 Recall to Last Department

1) Human Resources will notify managers when they have employees from their department on recall. Managers will give preference for all open positions within their unit to eligible employees (see eligibility) from their department on recall.

a) Managers should contact human resources when there is an open position within their department that is a match for an employee on recall. This position would not need to be posted if the open position could be filled by someone on recall.

b) Human resources will contact the employee on recall and coordinate the employees return to work.

c) See Comparable Job guidelines above.

10.11.2 Recall to Other Department

1) Employees on recall must review the job postings for open positions outside of their last department.

2) Employees interested in being considered and given preference for an open position outside of their last department must notify Human Resources within 7 days of the initial posting.

a) Human Resources will contact the employee on recall and will coordinate next steps with the employee.

b) See Comparable Job guidelines above.

c) Acceptance of per diem work while on recall will not affect an employee's recall rights.

10.11.3 Notification to Employer. Employees on recall must submit to the Employer a written statement (e-mail or US mail) expressing a continuing interest in employment with Swedish Medical Center. These statements must be sent to the Employer's Human Resources Department within thirty (30) days of being on recall and then every thirty (30) days thereafter. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Employer notified of a current mailing address and home telephone number, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

10.11.4 Per Diem Work. An employee on recall shall be eligible for per diem work. Acceptance of per diem work while on recall shall not affect the employee's placement on the recall list.

10.12 Severance Pay.

Upon completion of the probationary period, any full-time or part-time employee subject to layoff may elect to voluntarily terminate employment with Swedish Medical Center and receive severance pay as set forth below (Any employee electing this option shall not have recall rights (Article 10.11)).

Severance Pay	Years of Service
2 weeks of pay	Completion of Probation period but less than 2 years
3 weeks of pay	2 – 4 years
4 weeks of pay	5 - 9 years
5 weeks of pay	10 – 14 years
6 weeks of pay	15 – 19 years
8 weeks of pay	20+ years

Part-time employees are eligible for severance pay prorated to the employee's FTE (at the time of layoff).

10.13 Termination.

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on recall, after eighteen (18) consecutive months of recall or failure to comply with specified recall procedures. Seniority shall also terminate when an employee has cycled through the layoff, reassignment process two (2) times without success.

10.14

Expedited Process When Swedish Medical Center identifies that change must occur on an expedited timeline, management will go to the ABC Committee at either a regularly scheduled meeting or by calling an emergency meeting. A delegate from the affected unit will be invited to

the ABC meeting. An expedited process will move forward by mutual agreement in the ABC committee on the process and timelines.

10.15

The parties acknowledge that the following parameters sometimes drive organizational change: law/regulations, evidence-based practices, safety concerns, expanded services, and bargaining unit contract agreements.

10.16 Changes Due to Innovations.

Swedish Medical Center will identify as far in advance as possible any jobs that may change significantly or possibly be eliminated as a result of new innovations or technology (ie: implementation of EPIC). Identification of changes that may need to happen in the future will be brought to the ABC committee for discussion and problem solving and may include the Multi-Employer Training and Education Fund.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.1 Work Day.

The normal work day shall consist of up to eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours.

11.2 Work Period.

The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

11.3 Innovative Work Schedules/ Flexible Work Schedules.

A flexible schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Flexible work schedules may be established in writing by mutual agreement between the Swedish Medical Center and the employee involved. See Addendums for specific work schedules.

Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that new work schedule. Where flexible work schedules are utilized, the Employer retains the right to revert back to an eight (8)

hour per day schedule or a flexible schedule recognized by this Agreement after at least thirty (30) days advance notice to the employee, or pay in lieu of notice.

11.4 Schedule Changes.

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. If schedules are posted, the Employer will post the schedule seven (7) days prior to the scheduled work period. Except conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

11.4.1 Low Census/Reduction in Hours. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will use the following order to reduce staffing providing skills, competence, and ability are considered substantially equal in the opinion of the Employer:

- a. Per Diem Agency
- b. Staff working overtime (including per-diem staff)
- c. Volunteers
- d. Per-Diem Staff

This procedure may not apply to preceptor assignments or lead assignments where coverage is necessary.

11.4.2 Voluntary Low Census

When volunteers are sought the following guidelines will be followed:

Guidelines for Implementing Voluntary Low Census, see Low Census Algorithm. Examples of Voluntary Low Census:

- A. Voluntary Low Census is given for the entire shift (applies to regularly scheduled shifts).
- B. Voluntary Low Census is given for part of the shift with the understanding that the employee will report to work at the designated time (Example: 12 hr night shift, Voluntary Low Census given from 7 p.m. to 11 p.m., then employee reports to work at 11 pm for the last 8 hours for the shift.)
- C. Voluntary Low Census is given for part or all of the shift and stand by given for part or all of the shift (i.e. for a 12-hour night shift employee is Voluntary Low Census for the first 4 hrs and placed on stand by and receive standby pay for

the last 8 hrs). The employee has the ability to voluntarily accept or decline the request for low census standby. If the employee declines the standby, they may be requested to work the designated hours and the opportunity for standby status would be given to someone else. If the employee accepts standby and is called in the time worked is paid at time and one-half.

- D. Expectation is that employee will come into work. If circumstances change and additional low census can be offered it becomes a new event & the low census rotation will be reviewed at that time to determine who should get low census. This should not occur on a regular basis. If this becomes the consistent practice, then Algorithm "C" is the best option.

Once an employee goes to standby status it is for the home unit only, not for the house.

Every effort will be made to notify the employee for the need for low census as early as possible prior to the start of the shift but not later than the one (1) hour prior to the start of their shift (i.e. 6 a.m. for a 7 a.m. start time).

NOTE:

- Staff inquiring or requesting Voluntary Low Census will contact the charge nurse lead or supervisor on their home unit, not the NRO.
- Final communication, before granting Voluntary Low Census will come from the lead and administrative supervisor and will be communicated to the lead before the notification time. Voluntary Low Census time is managed by the unit.

<<low census algorithm 11.4.3 .jpg>>

11.4.3 Low Census Standby. If a low census day is offered and it is uncertain whether the employee will be needed for part of the shift, an employee who agrees to be on standby will be paid standby pay. If an employee has been notified of low census but will be needed and agrees to a later start time on that shift, the employee will not receive standby pay. If the employee chooses not to take off a portion of the scheduled shift, the option will be offered to other staff.

11.4.4 Low Census Fund. Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer, up to a maximum of 1750 hours per calendar year. Where low census hours exceed 1750 hours on a Swedish Medical Center-wide basis within a calendar year, then employees will be released from work due to low census conditions, as provided for in Section 11.4.1. The Low Census Fund is utilized for projects and may involve some patient contact. The Employer will determine

appropriate projects and will assign these projects to the staff. Projects appropriate for staff utilizing the Low Census Fund may include, but are not limited to:

All Areas:

Continuing education modules

Reviewing department policies and procedures and recommending updates

Conducting inventory of supplies

Checking equipment for current inspection dates

Organizing equipment rooms

Prepare for JCAHO and state audits.

Clinical Areas:

Skill development/cross training

Purging patient charts

Organizing follow-up calls to patients

During the course of a shift, if the needed staffing hours increase on a unit, the remaining hours of the employee's shift will be charged to the unit budget rather than to the Low Census Fund. The Low Census Fund shall not be available to employees during that period of time that the Employer is subject to a ten (10) day strike notice, as provided for by Section 8(g) of the Labor Management Relations Act of 1947, as amended.

11.4.5 Low Census Tracking. The Employer will track use of low census hours. To enhance accuracy, the Employer will consult with the ABC Committee in developing the mechanism. On a quarterly basis, the Employer will provide a report to the ABC Committee about the use of low census hours paid from the fund, hours used as vacation or otherwise, including the units in which such hours have been used. The ABC Committee will review the report and, if appropriate, provide recommendations to the Employer regarding use of low census hours. The ABC Committee will identify the area(s) where utilization has been the highest and determine if steps can be taken in those areas to reduce utilization.

11.5 Overtime.

All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours in any one day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay for all time worked beyond the normal full-time work day or normal work period. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay. All hours worked after twelve (12) consecutive hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the employees regular rate of pay. For purposes of computing overtime, the employee's straight-time hourly rate of pay shall include shift differential and all applicable premiums. Overtime shall be calculated to the nearest fifteen (15) minutes. The Employer and Union agree that overtime should be minimized. Prior to mandatory overtime, reasonable efforts will be made to: 1) seek volunteers, 2) contact employees who have indicated that they are willing to pick up extra shifts, 3) use per-diem staff, 4) seek personnel from temporary agency. In the event there is still insufficient staff, reasonable overtime may be assigned equitably. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. There shall be no pyramiding or duplication of premium or overtime pay. The overtime and double time provisions of this section shall not apply to time spent for educational purposes (CE days, education leave, educational offerings, etc.) unless such educational activities are required by the Employer.

11.5.1 Work in Advance of Shift. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

11.5.2 Work on Day Off. Full-time employees who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the hours worked, unless there is mutual consent. Part-time employees, who work on a day not regularly scheduled, shall be paid at the applicable rate of pay.

11.6 Meal/Rest Periods.

All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees who are required to work during their meal period shall be paid for the time worked as required by law. All employees shall be allowed a paid rest period of up to fifteen (15) minutes in each half shift of four (4) hours or more duration. Employees shall immediately contact their supervisor (or designee) in the event they determine that they may be unable to take a rest break, so that other arrangements may be made.

11.6.1 Lactation. The Employer will comply with all legal requirements concerning lactation.

The Employer will provide reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has need to express the milk. The Employer will provide a place that is reasonably close to the employee's work area, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The Employer will provide access to a refrigerator for the mother's breast milk.

Employees should provide as much advance notice as possible of the need for a location to express breast milk.

11.7 Report Pay.

Employees who report for work as scheduled including mandatory meetings or training (unless otherwise notified in advance) and are released from duty by the Employer because of low census or meeting cancellation shall receive four (4) hours work or four (4) hours pay at the regular rate of pay or their scheduled shift pay, whichever is less. This commitment shall not apply when the Employer has made a good faith effort to notify the employee in advance of shift cancellation at least one (1) hour in advance of the scheduled day shift or one and one-half (1 1/2) hours in advance of the scheduled evening or night shift. It shall be the responsibility of the employee to notify the Swedish Medical Center of the employee's current address and telephone number. This section shall not apply to optional continuing education, committee meetings, staff meetings or to time spent on standby, or callback assignments.

11.8 Weekends Off.

In the event a full-time or part-time employee is required to work two successive weekends, all the time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the employee's regular rate of pay. Every other weekend off cycles (i.e., first and third or second and fourth) may be altered at the discretion of Management provided ten (10) days notice is given to the employee of the change. Subject to management approval, employees may request to trade weekends providing the schedule does not place the Employer into a premium or overtime position. Premium pay provided for in this section shall not apply to employees who voluntarily agree to more frequent weekend duty, to work every weekend or to employees filling more than one (1) position. The Employer shall determine the availability of weekend work. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. Premium pay provided for in this section shall not apply to time spent for educational purposes.

11.9 Temporary Assignments.

Temporary assignments to a lower paid position will not result in a decrease in rate of pay. Temporary assignments to a higher classification, other than for training, of a week or more shall result in payment at the rate of the scale for the higher classification at the step which is equivalent to the employee's step in their regular assignment for all time worked in the classification.

11.10 Rest Between Shifts.

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. If an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1 ½). This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Articles 12.6 and 12.7. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

11.11 Extra Hours of Work. Extra hours shall be made available equitably to regular full and part-time employees who have volunteered consistent with the operational needs of the Employer.

ARTICLE 12 - COMPENSATION

12.1 Wage Schedule.

Schedule "A" attached hereto and made a part of this Agreement is the wage schedule which shall be effective during the term of this Agreement.

First Year:

Effective the first full pay period following ratification, employees will receive 3.5% across the board increase.

SMC Service scales will have a new top step 18 (2.5%) added to the scale

Effective the first full pay period following 1/1/2016, employees will receive 0.5% across the board increase.

\$15 Minimum Wage. Notwithstanding any other provisions in this agreement, effective the first full pay period following ratification, current employees earning a base wage less than \$15.00 per hour will be moved to the next closest step on the wage scale that is at least \$15.00. After ratification, and until all steps on the scale are at least \$15, if the appropriate step for a new hire would pay an hourly rate less than \$15, they will be placed on the next closest step that is at least \$15.00 per hour.

Second Year:

Effective the first full pay period following 7/1/2016, employees will receive 3% across the board increase.

Effective the first full pay period following 1/1/2017, employees will receive 0.75% across the board increase.

Third Year:

Effective the first full pay period following 7/1/2017, employees will receive 2.25% across the board increase.

Fourth Year:

Effective the first full pay period following 7/1/2018, employees will receive 2.25% across the board increase.

12.2 Changes in Pay or Other Compensation.

Longevity steps (an employee's individual step increase) set forth in this Agreement shall become effective at the beginning of the first full payroll period after the employee works (is paid) at least 1664 hours or twelve (12) months, whichever happens last. Wage scale increases and increases in other forms of compensation shall become effective at the beginning of the pay period closest to the date designated by the contract.

12.3 Shift Differential.

Employees assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour over the hourly contract rates of pay. Employees assigned to work the third shift (11 p.m. – 7:30 a.m.) shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay.

Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. If an employee works a total of less than

four (4) hours and all hours worked are on the evening and/or night shift, then the applicable shift differential will be paid for the actual hours worked on each shift.

12.4 Lead Pay.

Employees assigned by the Employer to a lead position shall receive an additional one dollar and twenty-five cents (\$1.25) per hour over the regular rate of pay. The lead position shall be an assignment, not a separate classification.

12.5 Recognition for Past Experience.

Employees hired during the term of this Agreement shall be compensated at a wage level in accordance with the following understanding:

- a. One (1) to three (3) years past experience, at least the first year rate of pay.
- b. Four (4) to eight (8) years past experience, at least the second year rate of pay.
- c. More than eight (8) years past experience, at least the third year rate of pay.

“Past experience” as specified herein shall be defined as recent, relevant and related experience in the opinion of the Employer.

12.5.1 Hire in Rates versus Incumbents. If at any time a current employee believes that they have the same or greater experience to that of a newly hired employee in the same job classification, and the new employee is brought into their job at the same or higher rate of pay, the current employee may request a review by his or her manager. The manager will assist the employee by bringing the matter to Human Resources for review.

12.6 Stand-by Pay.

Employees placed on standby status off Swedish Medical Center premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. An employee shall receive four dollars (\$4.00) per hour for all standby hours over fifty (50) standby hours per pay period. Standby duty shall not be counted as hours worked for purposes of accruing longevity steps or benefits. Employees on standby shall be provided with signal devices for the time the employee is on standby. Employees who are on low census shall not be required to be on standby for that low census shift.

12.7 Callback Pay.

Any employee on standby who is called to work shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. If an employee has been released from duty and is called back, the employee shall receive time and one-half (1 ½) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Swedish Medical Center shall not be considered time worked. When an employee on standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 ½) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular straight time rate of pay, except for employees who are placed on stand-by during a regular scheduled shift as a result of low census.

12.7.1 Callback Relief Employees who have worked on call within eight (8) hours of the start of his or her next scheduled shift may call in sick when too fatigued to work. To be considered, the employee must notify the Employer not later than one and one-half (1 1/2) hours in advance of the employee's scheduled shift if making such a request. If there is still a staffing need after the employee has been relieved with ten (10) hours rest from the time the employee clocked out, management may require that the employee work the balance of their shift. At the employee's request, an annual leave day or sick leave can be used. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

12.7.2 Callback Guidelines. Stand-by time shall not be used to avoid filling vacant positions. The Swedish Medical Center will schedule procedures in the best interests of the patient and will make a good faith effort to schedule such patient procedures so that call back is not required.

Each affected unit or department with mandatory call will establish a Call Staffing Committee with a Management co-chair and a Union appointed staff co-chair. The committee shall have an equal number of representatives from management and physicians, and staff from the unit. The committee shall:

- Develop utilization guidelines specific to the type of unit and unit's patient population that will include urgent/emergent definitions.
- Discuss methods by which staff and physicians can be held accountable for meeting the expectations developed by the committee. Committees will review the variance forms.

- Participate in a regular review of the call cases in relation to the developed utilization guidelines. The schedule for these review meetings will be developed by the Unit Based Call Staffing Committee.
- Serve as the units committee to resolve any other issues relevant to stand-by.

A Call Oversight Committee covering all three (3) bargaining units will be established with twelve members selected by the Union and twelve managers selected by Swedish. The committee will meet biannually to accomplish these goals. The committee shall:

- Primarily provide information and resource sharing.
- Coordinate and facilitate call practices that cross departments such as the holiday call draw.
- The committee may also, by consensus, elect to host a broader meeting inviting call committee members from throughout Swedish to participate in a discussion regarding best call practices.

Upon request, the call oversight committee and/or department manager will pull callback data for the last three (3) months. In circumstances where 75% or more of the days required one or more callback, an FTE will be created commensurate with the timeframe and scale of the callback data. The following options will be considered:

- Salaried on-call positions - See LOU.
- 16-hour weekend shifts
- Other incentivized weekend shifts
- Expanded hours into the evening

If a vacancy is open for more than 2 months, the call committee will re-visit the type of position and what incentives may be required.

12.7.3 Stand-By Hours. In order to recruit and retain employees who take call as part of their jobs, there shall be established in each department a maximum number of mandatory scheduled stand-by hours per employee. If the maximum number of mandatory scheduled stand-by hours per employee is exceeded then 12.7.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 12.7.3 (b) will be one hundred thirty two (132) hours per month unless the Call Staffing Committee exempts the department from the maximum by consensus. Employees are permitted to trade, volunteer or sign up for a greater number of stand-by hours voluntarily but to a safe and reasonable level as determined by the manager.

a. The maximum mandatory scheduled stand-by will be implemented within ninety (90) days of ratification of the contract.

b. When the total average stand-by per group of employees (who have an expectation to share in the unit's collective stand-by) hit the mandatory maximum number of stand-by hours, the Call Staffing Committee will be called to a meeting to determine a course of action to lower the stand-by hours. Management, with the committee, will make every effort to immediately lower the overall mandatory stand-by hours per employee. The committee will continue to meet to determine a course of action to lower the stand-by hours long term. If, after thirty (30) days, the mandatory scheduled stand-by hours remain over the established mandatory maximum, the next level of management for the department will participate in the committee's work to facilitate a course of action to lower the standby hours.

NOTE: LOW CENSUS – An employee that is on stand-by that is called back can be released and put back on stand-by due to low census prior to seeking volunteers. The reason is that an employee called back is not on a regular scheduled shift.

12.8 Weekend Premium Pay.

Any employee who works on a weekend shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

12.9 Promotion, Demotion and Lateral Job Transfers.

The following rules shall govern an employee's base pay adjustment and longevity step progression when an employee moves from one job classification to another:

12.9.1 Promotion. If an employee moves to a higher-paid classification, the employee shall be placed at the first step in the new classification that provides at least a three percent (3%) increase in pay. The employee shall retain all hours previously credited toward their next longevity increase and shall move to the next longevity increment upon completion of the required hours for that longevity step provided the increase is less than six percent (6%). If the increase is six percent (6%) or greater, the employee's longevity increment counter will be reset to the date of transfer.

12.9.2 Demotion. If an employee moves to a lower-paid classification, the employee shall be placed at the step of the new classification that at least corresponds with the step they occupied in their previous classification. The employee shall retain all hours previously credited toward

their next longevity increase and shall move to the next longevity increment upon completion of the required hours for that longevity step.

12.9.3 Lateral Transfer. If an employee moves to a classification with the same pay scale as their current classification the employee shall be placed at the step of the new classification that corresponds with the step they occupied in their previous classification. The employee shall retain all hours previously credited toward their next longevity increase and shall move to the next longevity increment upon completion of the required hours for that longevity step.

12.10 Preceptor Pay.

Employees assigned as preceptor under Article 5.6 will be paid one dollar (\$1.00) per hour differential for those hours of assignment.

12.11 Regular Rate of Pay.

The regular rate of pay shall be defined to include the employee's hourly wage rate, shift differential when the employee is regularly scheduled to work an evening or night shift, and lead pay when the employee has a designated lead position.

12.12 Pay Check Errors.

It is recognized that the employee is responsible for completing his or her time card accurately according to Swedish Medical Center policy. When an error is made by the Employer of four (4) hours or greater, the Employer will provide the employee with a corrected amount via direct deposit within two (2) business days. If the Employer error is for less than four (4) hours, then the employee will receive the corrected amount in the next pay cycle. Notice of errors must be submitted in writing to the Payroll Department by the employee's manager.

Employee errors will be corrected on the next full pay cycle provided the notice of errors is submitted in writing to the Payroll Department by the employee's manager no later than one week following the pay period in which the error occurred.

ARTICLE 13 - ANNUAL LEAVE

13.1 Accrual.

Full-time and eligible part-time employees shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

Upon Completion of:

<u>(2080 hours = 1 Year)</u>	<u>Annual Leave</u>
0- 3 years	18 days (144 hours)
4 - 5 years	23 days (184 hours)
6 - 9 years	24 days (192 hours)
10 - 15 years	28 days (224 hours)
16 - 20 years	30 days (240 hours)
21 - 24 years	32 days (256 hours)
25 years and over	33 days (264 hours)

On-call and temporary employees are not eligible for annual leave benefits. The Employer at its discretion may allow earned annual leave time off to the extent accrued on an annual basis.

13.2 Scheduling.

Annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account with the exception of time off for holidays. During the probationary period employees are able to access accrued annual leave for scheduled time off on holidays. Upon satisfactory completion of the required probationary period, the employee shall be eligible to take any annual leave which has accrued. Requests to use annual leave will not be denied on the basis of insufficient accrual at the time of the request, provided the employee can be reasonably expected to have accrued sufficient annual leave by the time it is to be taken, and further provided that the employee must actually have the accrued leave at the time the vacation is taken. The Employer retains the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Swedish Medical Center.

13.2.1 Annual Leave/Generally. All employees, with the exception of Unit Secretaries and Nursing Assistants Certified employed on nursing units, shall comply with the following procedure for requesting annual leave time.

13.2.1 (a) Annual Leave Requests. Employees must submit annual leave requests by February 15. Annual leaves will be scheduled for the rest of the calendar year and through the first quarter of the following year by March 15. Consideration for time off for annual leave purposes shall be given to employees based on seniority. Annual leave requests submitted after February 15 will be granted on a first-come, first-serve basis consistent with business requirements. The annual leave schedule will be posted by March 15.

13.2.1 (b) Annual Leave/Prime Time. Prime time will be defined from June 1 through September 15 of each year and November 15 to January 2. Requests for annual leave submitted by February 15 will be approved on a seniority basis. In order to assure that equitable access exists in obtaining annual leave time, in the event of conflicting requests employees may not be granted annual leave during the same time period for two years in a row. When developing the vacation schedule, no more than three (3) calendar weeks will be granted during prime time period. Thereafter, additional leave may be granted. Prime time vacations of three (3) consecutive weeks will not be granted in the same season two (2) years in a row.

The goal will be to grant time off to at least 20% of core employees from each job classification and each shift at any one time. Those departments with ten (10) or less core employees in a job classification that cannot cover for each other will evaluate and determine the operational number for release.

13.2.2 Annual Leave/Nursing Units. Annual leave time for Nursing Assistants Certified and Unit Secretaries working on nursing units shall comply with the following procedure for requesting annual leave.

13.2.2 (a) Annual Leave/Prime Time. Prime time will be defined from June 1 through September 15 of each year. Requests for prime time vacation submitted by February 15 will be approved on a seniority basis if there are no conflicting requests. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The annual leave will be posted by each March 15.

Requests for prime time submitted after February 15 will be granted on a first-come, first-serve basis after the annual leave schedule is posted on March 15. Nursing Assistants Certified and Unit Secretaries on nursing units will be notified in writing within three (3) weeks after the request is submitted as to whether the annual leave is approved. When developing the vacation schedule, no more than three (3) calendar weeks of annual leave will be granted during prime time. Thereafter, additional annual leave may be granted. Prime time vacations of three (3) consecutive weeks will not be granted in the same season two (2) years in a row.

The goal will be to grant time off to at least 20% of employees from each job classification and each shift at any one time. Those departments with ten (10) or less core employees in a job classification that cannot cover for each other will evaluate and determine the operational number for release.

13.2.2 (b) Annual Leave/Non-Prime Time. Annual leave during non-prime time will be granted on a first-come, first-serve basis. In the case of conflicting requests for annual leave, all annual leave requests will be considered on the basis of the date the request was submitted and seniority. Written request for annual leave shall be presented as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted. Employees will be notified in writing within three (3) weeks after the request is submitted as to whether the annual leave is approved.

13.2.2 (c) Annual Leave/Holiday. Holiday annual leave will be defined from November 15 to January 2 of each year. Requests for holiday leave submitted by October 1 will be approved on a seniority basis if there are no conflicting requests. If there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The holiday schedule will be posted by October 15. Annual leave granted during holidays shall be in conjunction with the holiday rotation. Adequate core staffing will be maintained.

13.3 Loss of Annual Leave.

Annual Leave accrues each pay period based on the number of hours paid in that pay period, not to exceed 2080 paid hours in an anniversary year. The accruals accumulate if not used to a maximum of two times (2x) the annual accrual depending upon years of service. Employees may not accumulate annual leave beyond two times (2x) their respective annual accrual. Annual leave not accrued because the accumulation cap is reached cannot be made up. Once hours have been used to bring the employee's accrued balance under the cap, accruals resume up to the proscribed limit.

13.4 Work On Holidays.

Employees who work on the following holidays: New Years Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be paid at the rate of one and one-half (1 ½) times the employees regular rate of pay for all hours worked on the holiday. For purposes of this Agreement, the holiday shall begin at 11:00 p.m. on the day preceding the holiday and will end at 11:30 p.m. on the day of the holiday. Hours worked on a holiday that are into overtime will be paid at time and a half rather than straight time.

13.4.1 Pay for Time Off on Holiday. Eligible employees receive annual leave pay for scheduled time off for each of the observed holidays (except the Personal Holiday which must be

arranged). Annual leave will be paid in relationship to the assigned FTE, except that an employee may select the option of unpaid leave for hours beyond eight (8).

Employees that do not have sufficient hours in their annual leave balance will be paid the balance of their hours (not to exceed one full day at their FTE level) or no annual leave payment.

Employees that work in departments that close or substantially reduce their staffing on holidays will automatically be paid annual leave if they are normally scheduled, do not work, and have sufficient annual leave hours accrued.

Employees must use all accrued annual leave prior to taking any time off as unpaid, except as noted above for hours beyond eight (8) on a holiday.

13.4.2 Martin Luther King Day. Employees that participate in presenting at Swedish Medical Center's Martin Luther King Day celebration will be paid the appropriate contract rate for time spent presenting, not to exceed two (2) hours of paid time. Time spent in preparation will not be eligible for paid time.

13.5 Designated Dates.

Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the Swedish Medical Center

13.6 Termination.

After completion of one (1) year of employment, employees shall be paid upon termination of employment for any annual leave benefits earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required twenty-one (21) days prior written notice, or to those employees who are discharged for cause.

13.7 Cash Out.

Eligible employees may choose to cash out up to forty (40) hours of accrued annual leave once per calendar year provided, at the time of the request, a minimum of one hundred (100) hours will be in the employee's account after the cash out has been made.

If an eligible employee reduces their FTE to Per Diem or other non-benefit eligible status, all accrued hours for which she/he is eligible will be paid to the employee at the time of the status change.

ARTICLE 14 - SICK LEAVE

14.1 Accrual.

Full-time and part-time employees shall accumulate sick leave benefits at the rate of eight (8) hours for each 173.3 hours worked. No sick leave shall be allowed for a fractional calendar month of employment. Accrual of sick leave shall not exceed ninety-six (96) hours in an anniversary year. The maximum accumulation of sick leave shall be limited to 800 hours per employee.

14.2 Payment.

If a full-time or part-time employee is absent from work due to illness or injury or the illness or injury of a dependent child under the age of eighteen (18) (including emergency medical-dental appointments), the Employer shall pay the employee sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the employee's unused sick leave accumulation, whichever is less. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave will be grounds for discharge. An employee is not eligible to take sick leave during the probationary period.

14.3 Notification.

In recognition of staffing difficulties resulting from lack of timely notice, employees are encouraged to give the Employer as much notice as possible of an absence from work. Employees working the first (day) shift shall notify the immediate supervisor or other designated person(s) at least one and one-half (1 ½) hours in advance of the employees scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the immediate supervisor or other designated person at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may, at the Employer's discretion, result in loss of paid sick leave for that day. Payroll checks shall reflect the number of sick leave hours available.

14.4 Notice of Termination.

Employees shall not be paid sick leave for any illness or injury which commences after giving proper notice of termination.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 In General.

Employees may request and take Medical, Family Medical, Maternity, Parental or Family Leave in accordance with Swedish Medical Center policies. Swedish Medical Center, Family Medical, Disability/Maternity, Parental or Family Care Leave policies will comply with and meet all applicable Federal, State Medical or Family Leave minimums. Swedish Medical and Family Leave policies may, at its discretion, exceed applicable Federal or State medical or family leave minimums. As Federal or State laws may change, Swedish Medical Center will ensure it is compliant with those changes.

All leaves of absence, including medical leaves of absence, are to be requested by the employee in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A reply granting or denying the request and stating the conditions of the leave of absence, if granted, shall be given to the employee within thirty (30) days of the request. A leave of absence shall commence on the first day of absence from work.

15.2 Family and Medical Leave.

15.2.1 Family and Medical Leave Act. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of continuous service, an employee who has worked at least twelve-hundred and fifty (1250) hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to:

- a. Care for the employee's child after birth, or placement for adoption or foster care; or
- b. Care for the employee's spouse/domestic partner, child or parent(s) who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

Ordinarily the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable.

15.2.2 Part-Time Employees. An employee who has been employed for one (1) year but, because of his/her part-time status has worked less than twelve hundred and fifty (1250) hours in the previous year, upon qualifying for a medical leave under the provisions set forth in Article 15.2.1 above, shall be eligible for up to six (6) weeks of unpaid leave.

15.3 Maternity Leave.

For employees not qualified for FMLA, upon request, a maternity leave of absence for the period of physical disability shall be granted without loss of seniority or benefits accrued to the date such leave commences. Upon return from maternity leave, the employee shall be given the same or similar job she vacated, or one of equal pay provided the employee has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth.

15.3.1 State Law. An employee who qualifies for Family Medical Leave and takes leave due to pregnancy or childbirth is entitled to twelve (12) weeks of Family Medical Leave or leave for the period of sickness or temporary disability because of pregnancy or childbirth, whichever would be greater. Upon completion of the leave, the employee shall be entitled to her former position.

15.4 Annual and Sick Leave Usage.

Employees who qualify for FMLA to care for their own serious health condition or the serious health condition of a child under age eighteen (18) are required to first utilize accrued sick leave. Should the employee's sick leave balance be exhausted, employees will be required to utilize accrued annual leave. Any time for which employees do not have accrued sick leave or annual leave will be leave without pay.

15.5 Return from Medical/Maternity Leave.

An employee who takes a medical/maternity leave under Articles 15.2.1, 15.3 and 15.3.1 above shall be returned to the employee's former or equivalent position at the conclusion of the leave, if the employee returns to work on or before the completion of twelve (12) weeks of leave. Where a maternity leave in excess of twelve (12) weeks is approved according to section 15.3.1 the return to work provisions of 15.3.1 shall apply. An employee who takes leave under Article 15.2.2 above shall be returned to the employee's former or equivalent position at the conclusion of the leave, if the employee returns to work on or before the completion of six (6) weeks of leave. Thereafter, if the employee returns to work on or before the completion of a six-month medical leave of absence, the employee shall be entitled to the first available position for which the employee is qualified. Prior to the employee returning from a medical/maternity leave of absence, the Employer may require a statement from the attending physician verifying the leave period and attesting to the employee's capability to perform the work required of the job.

15.6 Child Care Leave.

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 15.2. (Family and Medical Leave) without loss of seniority or accrued benefits. An employee on childcare leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

15.7 Bereavement Leave.

Up to three (3) consecutive days of bereavement leave (prorated for part-time employees) shall be allowed for each occurrence of a death in the immediate family. Employees may request this time as non-consecutive days off (within a fourteen (14) day period). Bereavement leave that overlaps with regularly scheduled workdays shall be paid bereavement leave. Up to an additional two (2) days of bereavement leave (for a total of five (5) consecutive days off) may be allowed if extensive travel is required to attend the funeral. Proof of extensive travel may be required. Employees may be required to provide documentation as is reasonably necessary to substantiate the need for bereavement leave. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son-in-law or daughter-in-law, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law or domestic partner, or immediate family of domestic partner.

Employees may request additional time off from their supervisor for bereavement leave for extraordinary circumstances. In such cases the additional time will be paid as annual leave.

15.8 Jury Duty.

All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time. Employees will not be expected to work their scheduled shift while serving on jury duty.

15.9 Military Leave.

Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits or seniority or pay status accrued during the leave, and shall not be considered part of the employee's annual leave time, unless the employee requests to use annual leave. Upon return from military service, the employee shall

be provided reinstatement rights set forth in the Uniformed Service Employment and Reemployment Rights Act.

15.10 Educational Leave.

After one (1) year of continuous service, an employee may request leave without pay for the purpose of attending beneficial career oriented functions. The Employer shall be the judge as to whether educational leave is beneficial to the Employer and employee. Such leaves shall also be subject to budgetary considerations and scheduling requirements of the Employer. When an employee is required to attend an educational career-oriented function by the Employer, the employee's wages and all expenses shall be paid by the Employer.

15.10.1 Approved Expenses. When the Employer requires the employee to participate in an educational program (excluding programs for maintaining licensure and specialty certification) the Employer will pay approved expenses that are directly related to the program.

15.10.2 Continuing Education Expenses. Employees may access educational monies through the SEIU Healthcare 1199NW Joint Employer Training and Education Fund.

15.11 Personal Days.

All full-time and part-time employees shall be eligible to receive up to three (3) days of unpaid time off per year, providing sufficient advance notice has been given and providing such time off does not adversely affect patient care. The Employer shall have the right to approve the scheduling of personal leave days in such a way as will least interfere with patient care and work load requirements of the unit. When approved by supervision, partial personal days may be granted.

15.12 Return from Leave.

If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to the same position, unit and shift held prior to the leave. Except as otherwise provided for in this Article 15, employees who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of the leave of absence agreement and the provisions of Section 7.2.

15.13 Leave Without Pay.

Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

15.14 Vacation Donation for Parental Leave.

In the event an employee takes a parental leave for either the birth or adoption of a child, the employee will be eligible to receive donated annual leave hours from co-workers, in accordance with the procedures set forth in the Employer's vacation/annual leave donation policy. Donations must be a minimum of four (4) hours that will be converted to the regular rate of pay of the person taking the leave.

15.15 Union Leave.

Subject to advance notice and supervisor approval, an employee may be granted a leave of absence to assume a position with the Union. Similarly, subject to advance notice and supervisory approval, an employee may assume an interim position outside of the bargaining unit but within the Swedish Medical Center. Contract provisions, other than seniority, will not apply during these leaves of absence.

A personal leave to assume a position with the Union may be granted up to twelve (12) months in length and will not be granted under the Swedish Medical Center's personal leave of absence policy, except that the employee shall not be required to use his/her annual leave. Employees returning from this leave within twelve (12) weeks will be guaranteed their same position. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority. Medical Benefits will end at the end of the month in which paid time ends. An employee that takes a Union Leave for greater than twelve (12) weeks may be restricted to only taking two (2) weeks of vacation for the six (6) months following his or her return from Union Leave.

15.15.1 Bargaining Unit Leave. Similarly, subject to advance notice and supervisory approval, an employee may assume an interim position outside of the bargaining unit but within the Swedish Medical Center. An employee that assumes an interim position with the Employer outside of the bargaining unit may do so for up to twelve (12) months in length. Employees returning from this leave within twelve (12) weeks will be guaranteed their same positions. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority.

ARTICLE 16 - MEDICAL AND INSURANCE BENEFITS

16.1 Health Insurance.

Swedish Medical Center agrees to continue the Swedish PPO Medical Plan, which will be administered by Providence Health Plan, with no plan design changes other than those indicated in Appendix G and those required by state or Federal Law. In addition, there will be no premium share increases from 2015.

The Swedish PPO Medical Plan will be the default plan should a newly hired employee fail to make a medical plan election. Beginning in 2016, additional plans will be offered as a choice, including a Swedish Group Health HMO and an HSA Medical Plan, the terms of which will be governed by the plan documents.

16.1.1 Eligibility. Participation in medical, vision, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. Beginning the first date of employment, employees regularly scheduled to work twenty (20) or more hours per week (0.5 FTE) shall be eligible for enrollment in the Employer’s medical, vision and dental benefit plans. For a job change in which the employee becomes newly benefit-eligible (0.5 FTE or higher), eligibility for the Employer’s medical, dental, and vision benefits shall begin with the date of the employee’s job change.

16.1.2 Employee Premium Share.

Swedish PPO Medical Plan. Employees enrolled in the Swedish PPO Medical Plan will pay the following twice-monthly premiums (payroll contributions):

Full-Time (0.75 – 1.0 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
Employee Only	\$3.00	\$35.50
Employee + Child	\$19.00	\$51.50

Employee + Children	\$35.50	\$68.00
Employee + Spouse/Domestic Partner (DP)	\$64.00	\$96.50
Employee + Spouse/DP + Child	\$80.00	\$112.50
Employee + Spouse/DP + Children	\$96.50	\$129.00
Part-Time (0.5 – 0.74 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
Employee Only	\$3.00	\$35.50
Employee + Child	\$84.00	\$116.50
Employee + Children	\$165.00	\$197.50
Employee + Spouse/DP	\$205.50	\$238.00
Employee + Spouse/DP + Child	\$286.50	\$319.00
Employee + Spouse/DP + Children	\$367.50	\$400.00

For plan year 2016, employees enrolled in the PPO plan will automatically pay the twice-monthly costs with Wellness credit as shown above.

Swedish Group Health HMO. For plan year 2016, employees enrolled in the Group Health HMO Medical Plan will pay the following twice-monthly premiums (payroll contributions):

Full-Time (0.75 – 1.0 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
Employee only	\$25.83	\$42.50
Employee + child(ren)	\$76.83	\$93.50
Employee + spouse/ DP	\$94.16	\$127.50
Employee + family	\$145.16	\$178.50
Part-Time (0.5 – 0.74 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
Employee only	\$39.83	\$56.50
Employee + child(ren)	\$107.83	\$124.50
Employee + spouse/ DP	\$136.16	\$169.50
Employee + family	\$204.16	\$237.50

For plan year 2016, employees enrolled in the Swedish Group Health HMO Medical Plan will automatically pay the twice-monthly costs with Wellness credit as shown above.

Swedish HSA Medical Plan. For plan year 2016, employees enrolled in the HSA Medical Plan will pay the following twice-monthly premiums (payroll contributions):

Full-Time (0.75 – 1.0 FTE)	Twice-monthly Contribution
Employee only	\$0
Employee + child(ren)	\$11.00
Employee + spouse/ DP	\$19.00
Employee + family	\$30.00
Part-Time (0.5 – 0.74 FTE)	Twice-monthly Contribution
Employee only	\$12.00
Employee + child(ren)	\$30.50
Employee + spouse/ DP	\$43.00
Employee + family	\$61.50

For plan year 2016, Employees will receive a one-time only automatic health incentive from the Employer to their Health Savings Account (IRS eligibility rules apply) in the amount of \$1,500 and an additional automatic contribution of \$700 will be added for dependent coverage (for a maximum of \$2,200 per employee). For employees who become newly eligible for and enrolled on the Swedish HSA Medical Plan with an effective date of July 1 or later in the year, the employee will receive 50% of the wellness contribution.

For all health insurance plans, employees covering domestic partners and their domestic partner’s children will have additional income tax withholding on the value of medical, dental and vision coverage through Swedish, in compliance with tax law.

16.1.2.1 Wellness Credit - Plan Years 2017/2018/2019.

Swedish PPO Medical Plan:

For plan years 2017, 2018, and 2019, employees enrolled in the PPO Medical Plan will receive up to \$780 annual premium credit, payable as a twice-monthly premium credit, for participation in the wellness program. That credit is reflected in the “Twice-monthly Contributions with

Wellness Credit” for PPO Medical Plan in 16.1.2 above. For those employees who become newly eligible for and enrolled in the PPO Medical Plan after the start of the plan year, the annual premium credit will be prorated based on the number of paychecks remaining.

Swedish Group Health HMO Medical Plan:

For plan years 2017, 2018, and 2019, employees enrolled in the Group Health HMO Medical Plan will receive up to \$400 annual premium credit, payable as a twice-monthly premium credit, for participation in the wellness program. Employees can also receive an additional \$400 annual premium credit if their enrolled spouse or domestic partner also participates in the wellness program (for a maximum of \$800 per employee). That credit is reflected in the “Twice-monthly Contributions with Wellness Credit” for HMO Medical Plan in 16.1.2 above. For those employees who become newly eligible for and enrolled in the Group Health HMO Medical Plan after the start of the plan year, the annual premium credit will be prorated based on the number of paychecks remaining.

Swedish HSA Medical Plan:

For the plan years 2017, 2018, and 2019, employees enrolled in the HSA Medical Plan will receive up to \$700 as a contribution to the Health Savings Account for participation in the wellness program, as well as an additional \$700 if their enrolled spouse or domestic partner also participates in the wellness program (maximum of \$1,400 per employee). Child(ren) need not participate in the wellness program to receive these funds. For those employees who become newly eligible for and enrolled in the HSA Medical Plan with an effective date of July 1 or later in the year, the employee will automatically receive 50% of the wellness contribution.

16.1.3 Dependent Premium Share. For employees with a 0.75-1.0 FTE who enroll an eligible dependent in the Swedish Group Health HMO or HSA medical plan, the Employer will pay at least seventy percent (70%) dependent premium for the plan years 2016, 2017, 2018 and 2019. For employees with a 0.5-0.74 FTE, the Employer will pay at least fifty percent (50%) of the dependent premium.

A twice-monthly surcharge of \$75 will be paid by employees who elect to cover their spouse/domestic partner on the Swedish plan when their spouse/domestic partner is eligible for health plan coverage through their employer. The working spouse surcharge will not apply if a) Swedish’s plan is secondary, b) the Spouse /Domestic Partner has Medicare, Medicaid, Tricare or Tribal health coverage, and it is his/her only other coverage, or c) Spouse’s/Domestic Partners employer plan has an annual out of pocket maximum greater than \$6,600 (single) /\$13,200 (all other coverage levels) for in network services. The annual out-of-pocket maximum limits may be indexed annually with specific IRS limits.

16.1.4 Medical Plan Assistance Program.

The Medical Plan Assistance Program (MPAP) provides financial assistance to employees in the form of free or reduced medical plan premiums based on total taxable household income and the Federal Poverty Level (FPL), as determined annually by the U.S. Department of Health and Human Services.

Beginning January 1, 2016, benefit-eligible employees (i.e. full-time equivalent of 0.5 or higher) with a total taxable household income that is less than 400% of the FPL may choose any available medical plan provided by Swedish Medical Center and, following approval of their annual application for assistance in a plan year, have the premiums reduced by 50% for themselves and eligible dependent(s) based on their coverage level.

Benefit-eligible employees whose total taxable household income is less than 250% of the FPL are eligible to receive the Swedish Group Health HMO Medical Plan for themselves and eligible dependent(s) at no premium cost to the employee upon approval of their application in a plan year.

16.1.5 Dental/Vision Insurance. Two dental coverage options, one base plan and one which provides orthodontia coverage, and a vision coverage option will be offered, the terms of which will be governed by the plan documents. Swedish Medical Center will pay the entire premium of the base dental plan for employees with a 0.75-1.0 FTE who elect the Employee Only coverage. Employees with a 0.5-0.74 FTE will share part of the cost for coverage for single and dependent coverage. The 2016 dental and vision plan design summary and premiums (payroll contributions) are attached as Appendix H

16.1.6 Wellness and Chronic Disease Management Program. To encourage a culture of health and wellness, Swedish Medical Center will modify their Wellness Program as described in Addendum F and as modified by the Labor Management Benefits Committee.

16.1.6.1 Wellness/Chronic Disease Management Appeals Committee. Swedish Medical Center and the Union share the goal of maximizing participation in the Wellness Program. Employees who are deemed to have failed to meet the points goal and therefore do not receive the reduced medical premium share have the right to an appeal with Human Resources. If the employee is dissatisfied with the response, the employee may appeal to the Labor Management Wellness Appeals Committee. The Union will appoint three members of the committee and the Employer will appoint three members of the committee. The committee's decision will be final. The committee will determine a tie breaking method should one be necessary.

The parties are committed to containing healthcare costs. To this end, Swedish Medical Center will ensure that the most at risk covered lives enrolled in the Swedish PPO Medical Plan may participate in a Complex Care Management Program (CCMP) sponsored by Swedish Medical Group and offered at no cost to member wherever allowed. Should Swedish Medical Group discontinue this program, the Employer will notify the union and discuss alternative administration means for this program. Those chronic diseases currently include:

- Chronic lung disease
- Coronary artery disease (CAD)/Hypertension/Congestive heart failure (CHF)
- Clinical depression
- Diabetes

Plan participants in the above chronic disease categories will continue to receive a long list of preventive prescription drugs and durable medical equipment with in-network pharmacies and/or providers at no charge, including: Blood pressure home monitoring devices, blood glucose monitors, asthma spacers and nebulizers, CPAP and BiPAP machines. Preferred diabetic delivery and testing items, including pumps.

16.1.7 Maintenance of Benefits. Swedish Medical Center agrees that during the term of this Agreement it will not reduce the current level of medical plan benefit coverage provided in the Swedish PPO Medical Plan, nor raise the cost to employees by increasing premiums, co-payments, deductibles, co-insurance, or out-of-pocket maximums, except by mutual agreement. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

The Swedish HSA and HMO plans may be reopened for bargaining in good faith if there are material reductions in benefits including, but not limited to, material increases in deductible, out-of-pocket maximums, premium percentages or a material reduction in the employer contributions under the health incentive program. The Employer agrees to provide written notice of benefit plan changes to these plans on or before August 15 of each year, at which point the plans may be reopened for negotiation upon the request of the Union. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

16.2 Health Tests.

As required by law, the Employer shall provide a Tuberculin skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will provide a chest X-Ray at no cost for those services provided by Employee Health..

16.3 Life Insurance.

The Employer shall provide basic life insurance plan for employees at no cost to the employee, the terms of which, including eligibility, shall be set forth in the Employer's plan and in compliance with applicable law and regulations.

16.4 Long-Term Disability Insurance.

The Employer shall continue in effect its long-term disability insurance plan for employees, the terms of which shall be set forth in the Employer's plan.

16.5 Other Insurance.

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the nurse's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week. Nurses who were receiving Employer-paid medical insurance prior to a workplace injury shall continue to receive Employer-paid medical insurance up to six (6) months.

16.6 Retirement Plan.

16.6.1 Defined Benefit Retirement Plan. The Employer agrees to continue its present Defined Benefit Retirement Plan in full force and effect for eligible employees hired prior to January 1, 2007 and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. Retirement benefits and eligibility requirements for participation are defined by the current Employer's plan. The Employer agrees to maintain the Defined Benefit Retirement Plan as long as there are eligible employees covered by the Plan and will not seek in any way to eliminate or modify the plan in any future negotiations. This defined benefit plan will be maintained as long as there are eligible employees covered by the plan and consistent with regulations of the Internal Revenue Service and the United States Department of Labor. This provision shall remain in effect until there are no longer eligible employees covered by the defined benefit plan. After many years if the number of remaining plan participants makes it unfeasible to continue the plan, the Employer will negotiate with the Union to ensure that any remaining plan participants are kept whole.

16.6.2 Defined Contribution Retirement Plan. Employees hired after December 31, 2006 and current employees hired on or before December 31, 2006 and who choose the defined contribution plan will be eligible to participate in the Defined Contribution Retirement Plan only.

Employees who elected to participate in the Defined Contribution Plan will have their Defined Benefit Retirement Plan assets "frozen" effective December 31, 2006; that is, all benefits earned to date will be protected but no additional benefits will be earned.

The Defined Contribution Retirement Plan will be funded according to the following formula:

- a) The Employer will make a base contribution of 5% of gross pay to the employee's account
- b) The Employee may voluntarily contribute up to 2% of gross pay, which is not required.
- c) If the Employee voluntarily contributes, the Employer will make a matching contribution of 100% of the voluntary employee contribution up to an additional 2%.

401(k) Plan - Automatic Enrollment: All eligible employees will be automatically enrolled in the 401(k) Defined Contribution Plan within 45 days of hire and will have 2% of gross pay deducted as employee contributions to their account. An employee may elect to terminate, increase or reduce contributions to the Plan at any time. The parties will discuss the full policy and practice regarding automatic enrollment prior to the 45-day roll out, including the process by which employees may opt out.

The Employer agrees to continue the Defined Contribution Retirement Plan in full force and effect as mutually agreed to by the Union and management during the term of the Agreement and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. The final plan document will be incorporated herein by reference.

16.6.3 403(b) Plan. Swedish Medical Center agrees to continue to offer the current 403(b) plan in full force and effect based on existing eligibility requirements and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder.

Swedish agrees that eligible employees may choose to participate in the 403(b) plan in addition to either the proposed defined contribution plan or current defined benefit plan consistent with IRS and Department of Labor regulations.

Notwithstanding the prior two paragraphs, effective 4/1/2016, the 403(b) plan will no longer be an option for employee contributions and, employees' existing balances in eligible accounts will be transferred to Fidelity as soon as administratively feasible.

Employees currently participating the 403(b) and the Swedish Defined Benefit Plan will be eligible to participate in the 401(k) effective April 1, 2016. However, such employees would not be eligible for matching contributions or employer basic contributions while they continue to accrue benefits under the Swedish Defined Benefit plan. In order to provide plan participants with as much information as possible, the parties will convene a special meeting of the Benefits Committee to discuss:

- The process for rolling current investments from one benefit to the other
- The investment options of the 401(k) and possibility of expanding.
- Joint education of the 401(k) change and options

The meeting(s) will include a representative from Fidelity, if possible, as well as Swedish benefits experts. All impacted employees will remain whole throughout the change.

ARTICLE 17 - GRIEVANCE PROCEDURE

Purpose. The grievance procedure provides a forum for bargaining unit members to address and resolve alleged contract violations in an efficient and expedient manner. To ensure that this purpose is met, the parties will attempt to resolve issues at the lowest possible level within the management structure. Additionally, the parties will engage annually in joint union/management training on contract interpretation and effective resolution of grievances.

The parties agree that potential grievances should be resolved informally whenever possible. To that end, the parties agree in ordinary circumstances to meet informally prior to submitting a written grievance. In the event these informal meetings are not occurring when they should be (in the opinion of either party) the matter may be taken to the Labor Management Committee for discussion and resolution.

17.1 Grievance Defined.

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Filing a Grievance.

When filing a grievance, the Employee must:

- Write a description of the alleged contract violation, identifying the violated Article(s) and date, or if date unknown, approximate date of violation.
- Describe the specifics of a requested remedy.

17.3 Time Limits.

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 13.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an Employee or the Union to file a grievance on a timely basis or timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance by the Employee and the Union.

If the Employer fails to comply with the time limits set forth below the Union may advance the grievance to the next step, in writing. The union will make a good faith effort to timely withdraw inactive grievances.

NOTE: A grievance concerning a termination or suspension may start at Step 2 of the grievance procedure, otherwise steps in the grievance procedure may only be skipped by mutual agreement.

17.4 Grievance Procedure.

A grievance shall be submitted to the following grievance procedure, and a copy of the grievance shall be furnished to Human Resources:

Step 1: Department Manager (or designee)

If an employee has a grievance, the employee shall first present the grievance in writing to the employee's department manager (or designee) within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the department manager (or designee) shall attempt to resolve the problem. The department manager (or designee) may schedule a meeting with the employee or may simply respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance. If the department manager (or designee) elects to schedule a meeting with the employee, a Union Delegate may be present if requested by the employee. If the Union Delegate participates in the meeting, a human resources representative (or designee) may also be present at this Step 1 meeting.

Step 2. Second Level of Management

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the department's next level of management (and/or designee) within fourteen (14) calendar days of the department manager's written decision. A meeting between the employee (and the Union Delegate/Representative, if requested by the employee) and the department's next level of management (or designee) and a Human Resources representative (or designee) shall be mutually scheduled by the parties within ten (10) days for the purpose of resolving the grievance. A written reply shall be issued within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Third Level of Management.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the highest level for the Employee's department or unit – or the next level

of management above the level which heard Step 2 within fourteen (14) calendar days of the Step 2 written decision. The next level of management and a Human Resources representative (or designee) shall meet with the employee and a Union Representative, with the meeting mutually scheduled within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. A written response shall be issued within fourteen (14) calendar days following the Step 3 meeting, and a copy shall be provided to a union organizer.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue to arbitration by providing written notification to the arbitrator (with a copy to the Employer) within twenty-one (21) calendar days following the receipt of the written reply from Step 3. In order to constitute a timely submission, the submission letter must include a request that the arbitrator immediately provide available dates within the one hundred eighty (180) day period following receipt of the letter. The arbitrator will be determined from the listing of arbitrators listed below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event of unavailability of an arbitrator to hear a case within the timeline described above, the next arbitrator will be promptly notified of the request for hearing. The parties agree to schedule the hearing date within five (5) days of receipt of the arbitrator's letter listing available dates for hearing.

The parties have agreed to the following permanent panel of arbitrators:

1. Richard Ahearn
2. Luella Nelson
3. Alan Krebs
4. Janet Gaunt
5. Michael Cavanaugh
6. Gary Axon
7. Timothy Williams
8. Richard Humphreys
9. Michael Merrill

Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this

grievance procedure. However, this limitation shall not apply for any period the Employee was unaware and could not have known that the grievance existed. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.5 Union Grievance.

The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed. If such a grievance is filed, it shall be processed in accordance with the specific provisions of Section 17.4 with reasonable representation from the directly affected parties designated to represent the group of employees for purposes of processing the grievance.

17.6 Termination.

Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only, and shall not be subject to arbitration.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

18.1 No Strike.

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

18.2 Discharge.

Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, sympathy strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

18.3 No Lockout.

The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Invalid Provisions.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement.

19.2 Changes to Agreement.

Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

19.3 Past Practices.

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

19.4 Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and

opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter discussed during negotiations or covered by this Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEES

20.1

Labor Management Committee for All Bargaining Contracts (the “ABC Committee”). Swedish Medical Center and the Union agree to maintain a Labor Management Committee, which shall be comprised of not more than twelve (12) representatives of the Swedish Medical Center and twelve (12) representatives of the Union, representing all bargaining units. Union representatives will be selected by the Union. At least one of the Management representatives shall be a nurse executive, at least one shall be a Director of Support Services, and one shall be the Director of Human Resources. Unless otherwise mutually agreed to, the Committee shall meet monthly for the purpose of discussing, and/or proposing resolutions to:

20.1.1 Issues or problems in the worksite which affect bargaining unit members and which either party requests be placed on the agenda;

20.1.2 Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

20.1.3 As a forum for providing information on organizational changes and initiatives to bargaining unit members.

The committee may also create new labor management subcommittees, or empower existing labor management committees, to seek resolution to the aforementioned in order to find the most effective resolutions. New labor management subcommittees will be considered time-limited and focused on addressing the issues delegated to it by the ABC Committee.

20.2 Compensation.

Union members who participate in the labor management process shall do so without loss of pay; however, at no time shall such participation result in the payment of overtime. Union

members who participate in the labor management meeting shall be released thirty (30) minutes prior to the actual meeting for preparation purposes.

20.3 Labor Management Benefits Committee.

The Swedish Medical Center and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs. In conducting its work the committee will concentrate its efforts on:

1. Establishing a Wellness points goal and program
2. Reviewing de-identified employee progress toward the Wellness point goal and recommending additional outreach or assistance based on trends or progress by various employee groups
3. Pharmacy benefit and cost control
4. Consumer education and prudent health care purchasing
5. Prevention strategies
6. Enhanced case management services
7. Effective disease management programs
8. Nurse advice lines 24/7
9. Maximizing pharmacy education to avoid adverse drug interactions.

20.4 Staffing for Service and Technical Quality Care.

Recognizing the importance of adequate staffing to the provision of quality patient care, the Employer agrees that there should be an adequate number of staff in all departments on each shift. Staffing levels shall be determined by management for each department, work area, or unit (to be determined based on the specific title of the area for which staffing is determined; referred to as "Department" or "Area"). Staffing levels shall be based on the workload of the department and/or area and shall be sufficient in number to allow for a high quality of patient care.

1. Employee(s) who have ongoing concerns about staffing shortages, excessive workloads, or departmental staffing guidelines (hereafter referred to as "staffing concerns") are encouraged to document their concern and address the issues directly with their supervisor. A "short

staffing/feedback form” template will be made available for the staff to document concerns. The ABC committee will draft a form within three (3) months of ratification.

2. Upon request unit-based meetings will be convened between concerned staff and management within two weeks to discuss staffing and seek a resolution to concerns. Staff may request additional meetings, as needed, to resolve the staffing concerns and other units as appropriate may be included.

3. If a resolution cannot be reached with the leader of the department, the next level up will meet with staff to reach a resolution. Unresolved staffing concerns will be brought to the ABC Committee.

4. The Swedish Medical Center may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the ABC Management Committee; or an employee who notifies the Labor Management Committee or the hospital administration of his or her concerns about staffing.

5. Issues from Service/Technical employees, regularly working in departments or units covered under ESHB3123, alternatively could be assigned to their respective. Nurse Staffing committee included in the RN contract.

20.5 Support of Committee Participation.

In an effort to continue building an increasingly collegial labor management relationship, the Union and the Employer express solid support for employees to participate in contractual committees and projects of mutual benefit. The parties agree that employees participating on these committees/projects will be supported in attending the meetings, and management will make a good faith effort to release participants provided adequate advance notice is provided to the immediate supervisor by the employee or the Union. This may include exploring other staffing options (i.e. temporary staff, putting out request for coverage, building meeting absence into schedule, etc.). If a manager is unable to find coverage for a meeting, staff may choose to switch shifts. Managers shall facilitate switching shifts by communicating the request to the staff. Once the Union informs management of names of staff participants in contractual committees or other joint projects, management will immediately forward names of participants to the immediate supervisor to facilitate timely release.

20.6 Training and Education Labor Management Committee.

The goal of the committee is to promote member participation in and benefit from Training Fund programs and to better meet the workforce needs of the Swedish Medical Center. The committee will consist of 6 members appointed by the Union (from across the RN, Tech and Service bargaining units), Training Fund staff, and Swedish Management and HR staff. The committee will:

1. Develop ways to maximize utilization by Swedish employees of the Training Fund,
2. Schedule and conduct planned presentations,
3. Gather feedback from members about existing training programs,
4. Assess interest in other college readiness courses, and Training Fund programs,
5. Continue to provide outreach and publicity for training fund programs

ARTICLE 21 – JOINT EMPLOYER TRAINING AND EDUCATION

21.1

Training and Upgrading Fund to be known as the Joint Employer Training and Education Fund (the “Fund”) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Fund shall be an amount equal to one (1 %) percent of the gross payroll of the Service & Maintenance bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/temporary employees.

21.2 Fund Trustees, Programs, Staff.

The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

21.3 Trust Agreement.

The Employer and Union agree to abide by the Trust Agreement.

21.4 Availability of Onsite Rooms.

In order to facilitate employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

21.5 Fund Contributions, Records and Collections.

The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

ADDENDUM A

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

NINE (9) HOUR SHIFT SCHEDULE

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a nine (9) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9 ½) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of nine (9) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be paid at time and one-half (1 ½).
4. **Discontinuance of Schedule.** Nine (9) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the nine (9) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM B

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 ½) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of ten (10) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 ½).
4. **Discontinuance of Schedule.** Ten (10) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the ten (10) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM C

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half hours (12 ½) to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** Effective with the implementation of the KRONOS Time and Attendance system upgrade, if an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 ½) .
4. **Discontinuance of Schedule.** Twelve (12) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the twelve (12) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM D

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

SIXTEEN (16) HOUR SHIFT SCHEDULE

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a sixteen (16) hour shift weekend only schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. Workday. The sixteen (16) hour shift schedule shall provide for a sixteen (16) hour workday consisting of seventeen (17) hours to include two (2) thirty (30) minute unpaid meal periods and four (4) fifteen (15) minute rest breaks.

2. Work Period; Overtime Pay. Employees will work two (2) sixteen (16) hour shifts per week (usually on Friday, Saturday or Sunday, however the actual days that are actually worked may vary by department). Employees will be paid eight (8) hours at regular pay and eight (8) hours at one and one-half (1 ½) overtime pay for each day worked. The contractual double time overtime premium provision is waived for sixteen (16) hour shift employees. Hours worked over sixteen (16) will continue to be paid at one and one-half (1 ½) overtime pay however, no sixteen (16) hour employee may be required to work over sixteen and one-half (16 ½) hours in any twenty-four (24) hour period. There will be no pyramiding of overtime, including for extra shifts worked. If an employee works more than one (1) hour beyond the end of a sixteen (16) hour shift, all overtime hours, including the seventeenth (17th) hour, will be paid at the rate of two times (2x) the regular rate of pay.

3. Shift Differential. Shift differential will be paid for the actual shifts worked. For example:

0700 – 0000 is paid eight (8) hours day shift and eight (8) hours evening shift diff.

2300 – 1600 is paid eight (8) hours night shift diff. and eight (8) hours day shift.

0600 – 2300 is paid eight (8) hours day shift and eight (8) hours evening shift diff.

4. FTE Status. Employees working the sixteen (16) hour schedule will be classified as a .8 FTE.

5. Rest Between Shifts. Rest between shift language will not apply to this innovative schedule.

6. Discontinuance of Schedule. Sixteen (16) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the sixteen (16) hour work schedule at any time in the future, after at least thirty (30) days' advance notice to the employee.

If sixteen (16) hour shifts are discontinued, the affected employees' will be eligible to fill the available FTEs starting with the most senior sixteen (16) hour employee. Employees will not be guaranteed returning to a specific shift. Only employees working sixteen-hour schedules will participate in the position bid process. There will be no "bumping" of employees by sixteen (16) hour employees.

ADDENDUM E

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

VARIABLE DEFINED HOURS SHIFT SCHEDULE

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a schedule consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** This work schedule shall provide for various work days consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest breaks, except for twelve (12) hour work days that shall provide for three (3) fifteen (15) minute paid rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of the scheduled work day of eight (8) or more hours in duration, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay, except for twelve (12) hour shifts. If an employee works more than one (1) hour beyond the end of a 12 (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Premium Not Applicable.** Section 11.10, Rest Between Shifts, shall not apply to this flexible schedule.
4. **Discontinuance of Schedule.** Variable shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the Variable shifts work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM F

to the Agreement between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

SWEDISH WELLNESS WORKS PROGRAM

Effective Jan. 1, 2016, the parties agree to the following program adjustments:

- 1) RedBrick Health will place Limeade as the wellness works platform.
 - 2) Enrolled spouses/domestic partners will be incentivized for activity in 2016 (for 2017 incentive). 2016 activities requirement will be limited to the initial health assessment. Increased participation will be required for subsequent plan years.
 - 3) An “Early Engagement” activity credit of 50 points for participation in the month of January, or the first month of when the 2016 program commences.
 - 4) Declaration of “I’m a non-smoker” will be adjusted from 25 points to 50 points.
 - 5) “Choose a challenge” will be modified to allow entry of points at a later date.
- Swedish management will ensure that employees are encouraged and provided access to complete benefits and wellbeing activities.
 - The Wellness Committee will work with the training fund to develop the plan and curriculum needed to support those employees who don’t regularly access the computer.
 - During the annual benefits open enrollment period and at one other point during the year, the Wellness Committee will be released and made available to answer questions. The committee will have the authority to develop and implement wellness related attractions of no more than \$1,000.00 per event.
 - Joint branding and communication – quarterly well-being newsletters and joint letters/emails as needed.

- Chronic care definition of the Swedish PPO, for all in-network diabetic delivery and testing items otherwise a covered benefit under the plan.

2016 Wellness Works Program:

Step 1: Health Assessment & join your first activity (required) 100 points

There is an early engagement incentive to encourage ongoing participation, with a chance to win prizes for completing Step 1 by Jan. 31, or within the first month of the program's launch.

Step 2: Continue participating in activities to reach a total of 300 points (must complete Step 1 first)

Save up to \$780, or other applicable health incentive amount dependent on which 2017 medical plan the member elects, on your medical plan premium in 2017 upon earning 300 points. Early engagement incentive to encourage ongoing participation, with a chance to win prizes for completing Step 2 within 30 days of the launch.

Above and Beyond: Reach a total of 500 points or more

Participants who earn 500 points or more will be entered in the grand prize drawing (held in December). This will support ongoing participation by encouraging caregivers to explore additional activities even after earning the initial incentive.

ADDENDUM G

By and Between

Swedish Medical Center

and

SEIU 1199NW

The following health benefit design and program provisions were agreed to by Swedish Medical Center and SEIU 1199NW to be included as part of the health benefits program for the 2016—2019 plan years, or as otherwise defined.

1. Providence Health Plan will assume administration of the Swedish PPO Medical Plan in 2016, and lease the Premera Blue Cross network for medical services and the Optum network for mental health/chemical dependency services.
2. The deductible for the Swedish PPO Medical Plan will be improved in 2016, to be shared between Tier I (ACO network) and Tier II (Other In-Network) providers. The deductible will be unchanged for 2016 and 2017, and will increase for 2018 and 2019 as follows:
 - a. 2016: deductible of \$300 per person / \$600 max per family
 - b. 2017: deductible of \$300 per person / \$600 max per family
 - c. 2018: deductible of \$325 per person / \$650 max per family
 - d. 2019: deductible of \$350 per person / \$700 max per family
3. The annual out-of-pocket maximum for the Swedish PPO Medical Plan will be improved to be shared between Tier I (ACO network) and Tier II (Other In-Network) providers at \$3,000 per person / \$6,000 max per family.
4. Swedish PPO Medical Plan primary care provider (PCP) office visits (non-preventive) will be improved to be a \$20 copay, before deductible (Tier I network providers) and a \$35 copay, before deductible (Tier II network providers).
5. Swedish PPO Medical Plan emergency room (ER) visits will be subject to a flat copay, not subject to deductible. 1st visit of the calendar/plan year: \$150 copay / 2nd visit of the calendar/plan year: \$200 copay / 3rd+ visit of the calendar/plan year: \$250 copay. The copay will be waived if the Plan member is admitted within 24 hours.

6. The Swedish PPO Medical Plan will be improved so that all outpatient lab (facility and/or professional fees) with a Tier II (Other In-Network) provider will be improved to 20% coinsurance, after deductible whereas it's currently 40%, after deductible in 2015.
7. The Swedish PPO Medical Plan will begin to cover bariatric surgery, as allowed under the medical plan's criteria, as a covered benefit at Swedish and Providence facilities.
8. The Swedish PPO Medical Plan's pharmacy network will be expanded to include Walgreens retail pharmacies at the Tier 1 (ACO level), the same as Swedish's in-house outpatient retail pharmacies. Furthermore, it is the intent that the Swedish Express Care clinics to be opened at a future date in Walgreens stores to be covered at the Tier 1 (ACO level) for relevant services provided, as these clinics are expected to be staffed by Swedish Medical Group providers.
9. The Swedish PPO Medical Plan will include coverage for Gender Identity Disorder (GID), including prescriptions, behavioral health, and/or gender reassignment surgery.
10. The Swedish PPO Medical Plan prescription drug annual-out-of-pocket maximum will be reduced to a cap of \$1,500 per person / \$3,000 max per family in the calendar/plan year.
11. The Swedish PPO Medical Plan will be improved to include a cap for specialist office visit and urgent care visits to include a max coinsurance amount of \$60, after deductible for Tier I (ACO) network providers and \$80, after deductible for Tier II (Other In-Network) providers.
12. The Swedish PPO Medical Plan will be improved to increase the Benefit Maximum for Alternative Care (Acupuncture, Massage Therapy) from 10 visits per calendar/plan year to 12 visits per calendar/plan year.
13. The Swedish PPO Medical Plan will be improved to increase the Benefit Maximum for Chiropractic Care from 10 visits per calendar/plan year to 12 visits per calendar/plan year.
14. SEIU 1199NW shall be provided an advance preview of any benefits open enrollment home mailers.
15. Waive (decline coverage) credits to members who waive medical insurance coverage will end for future events. Members who are currently waiving and receiving the credit will be grandfathered, where they will continue to receive the same waive credit should they continue to waive coverage.
16. Employer-paid basic life insurance coverage will be improved to 2x annual pay, whereas it's 1x annual pay today. Coverage amounts over \$50,000 continue to be subject to IRS imputed income rules.
17. Employer-paid long-term disability insurance improved to 60% of base pay, after 180-day waiting period, up to a maximum of \$10,000 per month.

ADDENDUM H

Dental Coverage

Coverage	Current Swedish Dental Plan	Delta Dental PPO 1500	Delta Dental PPO 2000
Annual deductible	\$50 per person \$150 per family	\$50 per person \$150 per family	\$50 per person \$150 per family
Diagnostic and preventive (deductible does not apply)	100%	100% for PPO dentist 80% for Premier or non-PPO dentist	100% for PPO dentist 80% for Premier or non-PPO dentist
Restorative	80%	80% for PPO dentist after deductible 70% for Premier or non-PPO dentist after deductible	80% for PPO dentist after deductible 70% for Premier or non-PPO dentist after deductible
Major	50% after deductible	50% after deductible	50% after deductible
Annual maximum	\$2,000 per person	\$1,500 per person	\$2,000 per person
Orthodontia	50%, no deductible \$1,500 lifetime maximum	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum

Vision Coverage

Coverage	Current VSP Vision Plan	Proposed VSP Vision Plan
Network	Choice (narrower with fewer network providers)	Signature (broader)
Eye Exam	Exam covered in full once every calendar year after \$10 copay	Exam covered in full once every 12 months after \$15 copay

ADDENDUM I

PER DIEM GUIDELINES

Definition.

An employee hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods.

Expectations.

1. Per diem employees must be available a minimum of three (3) scheduled shifts or 24 hours per month or the equivalent^[2]. Managers will identify shifts for which per diem employees are needed and then per diem employees will give availability based on that list. If the manager fails to provide a list, then the per diem employees may make themselves available for any shift.
2. Per diem employees must be available to work one of the following holidays: Thanksgiving Day or Christmas Day, during a holiday season (November 15 – January 2).
3. Per diem employees may choose to work on consecutive weekends. The premium pay for working a second weekend shall not apply to per diem employees (11.8, Weekends).
4. Per diem employees will be cancelled prior to regular staff in the event of a decrease in census or unit activity (Article 11.4.1, Low Census/Reduction in Hours).
5. Per diem employees may be released from work prior to the end of their shift in the event of a decrease in census or unit activity.
6. Per diem employees will assure that the manager or designee has a current telephone number.
7. All overtime needs prior approval from the manager or designee.
8. Per diem employees scheduled for shifts are committed to work and, therefore, should honor all commitments.
9. Failure to meet these guidelines may result in termination.

Letter of Understanding:

Environmental Services Techs

ENVIRONMENTAL SERVICES (EVS) SAFETY SUBCOMMITTEE

Structure:

With support from FMCS, the parties will convene an Environmental Services (EVS) subcommittee of the ABC Committee, made up of nursing staff members, EVS staff, and EVS management. This committee will develop guidelines for staffing for priority areas and flex positions as well as the rest of the system based on data including the census, admit, discharge and transfer data, extended wait times and infection rates by unit and discuss safe environmental services staffing levels throughout. Union representatives will be chosen by the Union. This committee will review Smart Facilities data within three (3) months of program implementation to assess potential changes to staffing levels.

Purpose:

The parties recognize that environmental services work spans across the entire facility and plays an essential role in patient throughput, patient satisfaction and caregiver satisfaction. The parties agree that EVS home area assignments foster teamwork, expertise, and a clear care environment. To that end, the Employer will transition EVS to scheduling home area assignments. Most critical areas of focus will be: Mother/Baby, Oncology, Short Stay, NICU, ER, OR, but all areas will have regular assignments.

While efforts are made to allow for regular assignments, employees may be assigned to other areas to assure that throughput and patient needs are addressed. The Employer will make a good faith effort to have consistency in work assignments whenever possible. As part of the committee work, the parties will review data on an ongoing basis.

Immediate Solutions:

EVS Tech Roles

- The SMC EVS Tech I and SMC EVS Tech II job classifications will be merged to create one job classification called SMC EVS Tech (current SMC EVS Tech II pay scale). All current EVS Tech Is will be placed at the closest step at or above their current rate of pay on the new scale.
- EVS management will also implement a training/competency program, and all staff will have the opportunity to participate. The EVS Safety Subcommittee will explore working with the

Training Fund to help implement the certification process. This certification will not be mandatory. If space is limited, it will be awarded in order of seniority.

- A new position called EVS Tech-Certified will be created that is a \$0.75/hour increase over the new EVS Tech scale for staff that become and maintain this level of competency and certification referenced above.

Staffing Support:

- EVS staffing needs are impacted by a number of factors including but not limited to situations such as high Admits, Discharges, and Transfers (ADT), number of isolation rooms, and number of stat calls. Management will use information obtained at safety and nursing huddles as well as the following census thresholds to identify periods when additional EVS resources are needed:.
- Edmonds > 130
- Cherry Hill > 170
- FH > 450
- Issaquah > 75
- Ballard > 55

When additional resources are needed, management will authorize the use of per diems, part time staff and/or overtime shifts. When an area in need has been identified, staff will be deployed in the following order:

1. Flex staff
2. Call-in (part time, per diem, overtime)
3. Regularly assigned staff moving from their home unit

NOTE: In the event that staff assigned to a home unit floats, they will return to their home unit when call-in staff arrive or the immediate need is met. In the event that the hospital is overstaffed the deployment order can change from Flex staff to staff assigned to a home unit. The EVS Safety Subcommittee will discuss definition of overstaffed.

Management will make a good faith effort to maintain positions on each campus at an adequate level to support scheduling needs to include sick, vacation and census spikes to help fill current staffing gaps.

Issue Escalation:

Within 90 days of contract ratification, management will develop guidelines for issue escalation and train staff and leads on these guidelines for both immediate and ongoing staffing concerns

In the interest of solving immediate patient care and environmental services safety issues, both parties agree that in the case that there are staffing concerns, the union will make a good faith effort to bring concerns to the EVS Safety Subcommittee meeting to seek resolution. If the subcommittee is unable to meet in a timely manner, and/or a resolution cannot be reached, the issue may be escalated to the system director of EVS for resolution, or the next level up, if the EVS System leader had already been involved.

Assignments and Relief:

EVS staff will be trained and oriented to the unit they are expected to float. EVS staff, who are floated may raise a concern about the new area of floating and management will ensure the staff member is properly oriented before they are deployed. EVS staff with a home area assignment (including “bedmakers”, “utility” and “discharge” roles) may be required to float to other areas for patient care needs and these assigned staff would not be eligible for premium pay.

Once the assigned schedules by campus have been implemented, the EVS Safety Subcommittee may evaluate the staffing levels and gaps/shortages and make a recommendation on the number of relief staff to utilize, as well as the order in which staff are moved around to cover gaps. Relief would be affected through the use of “Campus based flex positions”.

Campus based flex positions will not have a primary assignment, and incumbents must have completed the certification program to be eligible, or complete it within 90 days of hire, transfer or assignment. Movement to the EVS Tech- Certified scale will be triggered once the training program is complete.

Campus based flex roles are employees that are unassigned and have agreed to flex and work anywhere on their campus as determined necessary by management, and who have relevant skills and experience to the EVS areas they are floating among. Opportunities will be posted per Article 7.2.2 and employees in this role will receive a one dollar (1.00) per hour premium for all hours worked. This premium will be included as part of their regular rate of pay. EVS managers will determine the number of Campus based flex positions for their unit, if any. This will be reviewed at the EVS Safety committee.

Letter of Understanding

Between Swedish Medical Center And

SEIU Healthcare 1199NW

FIRST HILL AND CHERRY HILL EMERGENCY DEPARTMENT- MULTI-CAMPUS STANDBY

In order to cover staffing needs in the Emergency Departments at First Hill and Cherry Hill at times when there are patient surges a system of volunteer standby will be trialed over the next three months.

1. Standby will only be staffed by RNs and Techs who have volunteered and will then be cross-trained for both campuses
 - a. this is to augment utilization of standby
 - b. will encourage cross-training which is beneficial to all of our staffing needs and staff competency
2. The hours and number of positions can be increased or decreased according to needs of the units
 - a. This will be a decision made by managers at the request of charge nurses and staff.
 - b. Requests for additional staff will require written justification by Charge RN's to be kept on file for tracking purposes
 - c. Denial of additional staff by managers will require written justification and will be kept on file for tracking purposes.
 - d. Staffing committee will review denials. Patterns of refusal of staff by a manager in situations where additional staff seems justified will be considered grounds for bringing the concern to the campus staffing committee. The campus staffing committee will review data available.
 - e. Communication should be easily expedited by phone or email to state there is high utilization and additional standby personnel are needed. This can ensure timely posting of additional standby shifts
3. Standby can be utilized for sick calls, surges in volume or acuity or any circumstance in which a charge nurse determines that additional staff is needed to maintain safety.
4. This will be strictly voluntary sign up. This is not to be used as a vehicle for mandatory standby

5. Should the charge nurses both agree that floating between campuses is necessary, the standby staff may be assigned at another campus in accordance with Article 7.4 of the RN CBA and Article 8.2 of the Service CBA.
6. Prior to staff being called in, Charge Nurse from the campus desiring to utilize the staff will call the Charge of the other campus to notify and get input on the other campus staffing needs.
7. The shifts we will initially utilize will be 3 8 hr shifts 7-3, 3-11, 11-7, 1 RN and 1 Tech.
 - a. Hours, shift lengths will be open to change to flex with the needs of the Departments and will be monitored by the unit based staffing committees on both campuses
8. Standby shifts will be posted 2 weeks in advance of the shifts
9. Standby shifts will not be assigned until core staffing needs have been met.
10. All current methods of filling staffing needs will continue to be utilized.
11. Staff are expected to arrive within 1 hour of being called.
 - a. Times will be tracked by charge RN
 - b. Staff violating this will be considered late and will be subject to discipline as determined in the collective bargaining agreement and dependability policy.
12. Standby staff unable to be reached for the assigned shift will be considered a no call no show as defined in the collective bargaining agreement and dependability policy
13. It is the responsibility of standby staff to assure they have provided a current phone number to be reached for standby.
14. Standby shifts will be assigned to volunteers with consideration given to first avoiding fatigue and second equitable distribution in that order of priority.
 - a. The staff with the least number of assigned hours that week at the time of assignment will be assigned a given standby shift
 - b. Seniority will be the tie breaker
15. The last hour of a standby shift must occur at least 12 hours prior to the start of the next scheduled shift.
16. Per Diem staff may not sign up for Standby until the monthly 24 hour requirement has been met.

17. Standby staff will not automatically be called in if there is a sick call, they will be called in when volume dictates that it is necessary.

18. The UBSC in the ED shall also define the parameters upon which someone is called in, i.e. urgent and emergent standards and shall collect monthly data for hours, days of the week, and frequency of use, as well as what the need was that called for the call shifts, in accordance with the CBA. Call shall not be used to cover regular use of staff that should result in an FTE or per diem.

19. Compensation

a. Home base of the Standby staff will pay for standby hours. The campus who utilizes the staff will pay for hours utilized.

b. Standby pay is \$4 per hour for nurses and \$3.25 per hour for techs and will be paid 1 1/2 times the regular rate of pay as defined in both contracts.

c. There shall be a guarantee of 3 hours of paid time working per the language of both contracts.

d. Any floating between campuses will receive Multi-Campus Float premium of \$3.50 for RN per section 7.2.1 of the RN contract or \$1.50 per hour for Techs per section 8.2 of the Service contract.

20. Standby hours will be monitored by manager or designee and UBSC (at least one member of each committee as determined by members of each UBSC)

a. Data will be collected at the 30, 60, 90 day mark initially and then quarterly after that.

b. UBSC and managers will determine if utilization indicates that an additional FTE is more appropriate.

c. This standby is not intended to be a replacement for FTE.

Letter of Understanding

Between Swedish Medical Center And

SEIU Healthcare 1199NW

BARGAINING UNIT REORGANIZATION PROCESS (BURP)

ARTICLE 10: REORGANIZATION: SENIORITY /RESTRUCTURE/LAYOFF

The below describes best practices regarding reorganization, per Article 10, Reorganization, and include suggested activities that may be used during Steps 1-4 of the BURP Process.

BURP Best Practices for Conducting Meeting

A. Schedule meetings at times that take into consideration the needs of all parties including all shifts and release for staff participants is scheduled in advance.

B. Prior to a meeting create agenda and/or talking points.

C. Process for conducting meetings shall include strategies of inclusion, ways to maximize participation and information sharing for all participants.

- Determine how to get feedback after meeting for those who need to "reflect" Identify a co-chair (if needed) and scribe.

- Review Contract language.

- Determine agenda, ground rules for meeting.

- Process Checklist.

- Suggestion box.

- Individual Interviews.

D. Develop a communication plan in the meeting to be shared after the meeting, determine information to be shared with staff not in attendance at the meeting including key points or key messages. Provide meeting recap communication tools (e.g., email minutes or a summary of the meeting to staff, or post on bulletin boards to inform staff. Create summary of agreements made in change team meetings to be communicated to staff in the unit and to the ABC committee.

Step 1: Gain Understanding of the Issue(s)- Two (2) week informal Process

Activity 1: Informal Meetings

A goal would be to have a minimum of two meetings over this two week period.

Meetings to discuss change within a department. A delegate will participate and will assist the manager in notifying all staff of the meetings. The manager and/or delegate will create a presentation or short overview document to use in the meetings.

The purpose of these meetings will be to:

- A. Discuss the problem to gain perspective and understanding of the situation.
- B. Identify potential ideas for resolution and outcomes.
- C. Gather preliminary data to support concerns regarding the issue (information, examples, tools needed, observations, etc.).
- D. Determine how the problem can be resolved and whether change needs to occur for resolution.
- E. If it is determined that a change needs to occur, the delegate and the manager will plan a presentation to bring to all staff and will help to schedule and notify all staff of the meeting.

The process for these meetings may include:

- Open the discussion with a timeline (e.g., must be resolved by date).
- Encourage dialogue in meetings.
- Present data and facts gathered (e.g., volumes, budget, etc.).
- Determine who is affected by the problem.
- Discuss when, where and how to resolve the problem or determine if the problem has been worked out and resolved or if it needs to be taken further.

Step 2: Plan Change- Thirty (30) day formal Change Team Process

Activity 1: Conduct Meeting with Representative Team to Plan Change

- A. Determine, review, refine, define and sign-off on timeline and plan.

- B. Research Best Practices and analyze and evaluate ideas: Evidence based standards, review past models.
- C. Analyze, evaluate feedback from staff (brainstorming).
- D. Determine if financial analysis is needed.
- E. Identify and request information to be used.
- F. Invite subject matter experts as needed.
- G. Utilize training fund options.

Activity 2: Conduct Preliminary Decision Point Meeting

- A. Determine system effect and how this will affect other departments.
 - Determine stakeholders and invite to participate in discussions.
- B. Set out benchmarks to evaluate 30, 60, 90 days to measure how successful we are.
- C. Communicate change plan to staff.

Activity 3: Trial Ideas

- A. Trial ideas with goals, condensed timeline, and data collection.
 - A two week trial period may be appropriate to validate thinking.
- B. Use the PDSA (Plan, Do, Study, Act Tool).
- C. If the change team decides to trial ideas, the timeline for completion of the change will be put on hold for the length of the trial that has been mutually agreed upon.
- D. All staff required to receive information and potentially for involvement

Activity 4: Make a Final Determination

Determine what would be the best for patient care and have the least impact on staff.

- A. In the event of a restructure, the Employer will determine the number of full-time and part time FTEs by shift required for the new or restructured unit in consultation with the change team.
- B. Finalize impact to staff (e.g., FTE, schedule).

C. Upper management required for participation in decision making.

Activity 5: Communicate with Staff and Solicit Feedback

A. Plan outcomes for staff meeting and joint labor management change team presentation.

B. Develop tools to assist in communication:

- FAQ on process.
- Survey staff on implementation questions (e.g., prefer partial weekends).

C. Departmental meeting to inform all staff of rationale Department notified of proposed changes, schedule, and need to rebid, if applicable.

- Early review of other options for staff (e.g., retirement, etc.).

Step 3: Implement Change- Forty (40) day formal Change Team Process

Activity 1: Conduct Implementation Planning Meetings

A. Establish implementation logistics.

- Determine timeline
- Create seniority list. Run low seniority roster, if applicable. Consider whether per diems are working regularly scheduled hours and should be included at the end of seniority roster.
- Consider existing accommodations (also, visas, medical, etc.).
- Finalize schedules, FTEs, and determine positions to remain frozen for rebid.

B. Plan rebid, if appropriate (posting dates, etc.).

C. Develop a communication and feedback plan. Schedule staff meeting to give notification of date for rebid/closure early and explain the process.

D. Prepare for employee reassignments:

- HR responsible for freezing positions.
- Positions are frozen and communicated to staff via email.

- Work with staff to determine which frozen positions employees are eligible for.

E. Plan post-implementation calendar (training, extra staffing, plan for first few days after implementation).

F. Determine process for real time/urgent response or needs in first week of implementation.

Activity 2: Present Options to Employees

A. At an all staff meeting describe how rebid works, how recall works, review displaced options checklist, and go over options with employees.

B. Delegate and Union Organizer meet with affected staff members. The Manager, HR, Organizer and Delegate commit to wholeness for employee and to be supportive of employees and the process.

Activity 3: Conduct Re-bid and/or Provide Job Options to Affected Employees

A. All affected employees are required to participate, as well as change team, delegate, organizer, manager, and HRSP.

The purpose of activity three is to conduct re-bid for positions. The results of which are to award positions and present job options. Displaced staff state bid for internal frozen positions. Set up job opening options and/or job fairs. Utilize training fund options.

Provide displaced staff options:

- Severance package.
- Layoff.
- Inform about training trust fund.
- Apply low seniority roster, if applicable.
- Recall options.

Step 4: Post Implementation - Evaluate Effectiveness of the Change

Activity 1: Conduct Post-Implementation Activities for Displaced Employees

Timeline: 1 - 4 weeks after implementation.

- A. Finalize job placement for affected employees.
- B. Ensure follow-up with displaced employees (HR and Organizer).
- C. Weekly check-in/reports on displaced worker status (layoff/recall).
- D. When displaced, assign a mentor or preceptor to provide Orientation and training.
- E. Training plan established for employees moving into new roles.
- F. Determine options if displaced employee is not meeting expectations in new role.
- G. Within the department implement process for real time urgent concerns/needs

Activity 2: Conduct Post-Implementation Activities for the Department

Timeline: 3-4 weeks after implementation.

- A. Be flexible while everyone is adjusting. Work willingly at the new process; have patience.
- B. Develop response for urgent concerns.
- C. Implement process for real time urgent concerns/needs in first week.
- D. Identify tools for feedback on impact of the process, e.g., staff feedback/check-in, follow-up assessment, patient outcomes evaluation.

Activity 3: Solicit Feedback

Develop tools and solicit feedback from employees from impacted department and other impacted departments and stakeholders. For example, assess satisfaction and morale, adequacy of staffing, orientation, and training.

- A. Review responses from staff, Manager and/or Director; Survey Monkey.
- B. Assess morale and satisfaction.
- C. Employee satisfaction survey score.

- D. Staff morale and unit atmosphere.
- E. Solicit feedback from other impacted departments and stakeholders.
- F. Solicit employee feedback.
- G. Is staffing adequate?
- H. Orientation and training adequate?
- I. Determine if process was efficient and effective.

Activity 4: Collect and Review Data

Timeline: 60-90 day evaluation.

- A. Revisit data (re-run reports). Are there expected improvements?
- B. Patient outcome evaluations.
- C. Financial evaluations.
- D. Observation.
- E. Implement benchmarks set out by earlier step

Activity 5: Determine if Additional Change is Needed

Make additional changes based on data collected and reviewed.

LETTER OF AGREEMENT

Quality Improvement – Re-engineering

Swedish Medical Center and the Union acknowledge the need for continual quality improvement in order to provide superior patient care. To this end, the parties acknowledge the importance of continually reviewing work practices and procedures to ensure the utilization of the most efficient, practical procedures and delivery of the highest quality product to our customers.

The parties also acknowledge that continual quality improvement means that work performed by employees should be examined and adjusted to meet and maintain the best work practices. Swedish acknowledges that Union members play a crucial role in the success of its quality improvement efforts. In the event that work performed by groups of employees in the bargaining unit is redesigned, the following principles shall guide the efforts of the Union and the Employer.

1. The Union will be informed of the plans to redesign bargaining unit work and given the opportunity to appoint employee representatives to participate in the redesign with management and identify the impacts.
2. Should the redesign result in a reduction in force, management will utilize a variety of voluntary options to address any displacement. These options may include attrition, internal transfers, external placement, etc.
3. Primary emphasis of any change in work will be to retain qualified bargaining unit members. Where additional training is required, management agrees to provide reasonable resources if such training will result in the retention of bargaining unit members.

Prior to implementing any redesigned jobs, the Union and the Swedish Medical Center will meet to negotiate the pay rates for such jobs as well as any other required terms and conditions of employment affected by the quality improvement efforts.

The Labor Management Committee will be kept informed of these processes.

LETTER OF UNDERSTANDING:

Swedish Health Information Management

Medical Language Specialist

The performance standards for Medical Language Specialists (MLS) II and III employed in the Swedish Health Information Management Medical Transcription Department shall be administered equitably as outlined below.

1. Dictation will be distributed equitably and fairness standards adhered to.
2. Nonproductive time is allowed for specific non-transcription activities and breaks, and must be reported by the MLS each pay period.
3. Production calculations are performed each pay period and are reported to each MLS.
 - a. Productive hours equals hours worked minus paid break time and nonproductive time (NPT).
 - b. Average minutes per hour, per quarter are used to determine job classification. Average minutes per hour equal total minutes transcribed divided by total productive hours.
4. Productivity standards: Revised productivity standards are effective as of 01/01/2012:

Medical Language Specialist II	Medical Language Specialist III
16	20
Minutes/productive hour	Minutes/productive hour

5. When an MLS is attempting to raise his or her productivity level, she or he may receive peer efficiency consultation, if requested.
6. Employees not meeting the minimum production standard as of the end of first quarter 2012 will be eligible for layoff per the Collective Bargaining Agreement. An MLS III not meeting the minimum standard for that level as of the end of the first quarter 2012 will be moved to an MLS II.
7. Movement Between Job Classifications/Wage Scales will be as follows.

a. An MLS II whose performance falls below the minimum standard for a given quarter, excepting the initial grace quarter (quarter 1 2012), will be counseled and given the opportunity to work with the supervisor on an improvement plan. The MLS will be given a remedial grace period of the next consecutive three (3) pay periods during which the MLS must demonstrate the ability to attain and maintain the minimum production standard. Failure to do so in any of those remedial pay periods will result in layoff per the Collective Bargaining Agreement.

b. A MLS III whose performance falls below the standard for that job classification for a given quarter, excepting the initial grace quarter (quarter 1 2012), will be counseled and given the opportunity to work with the supervisor on an improvement plan. The MLS will be given a remedial grace period of the next consecutive three (3) pay periods during which the MLS must demonstrate the ability to attain the appropriate production standard for that job classification. Failure to meet the performance standard during any of the three remedial pay periods will result in movement to MLS II job classification effective the first day of the next pay period at the current longevity step.

c. An MLS II who meets the standard for MLS III at his or her quarterly performance assessment will be moved to that job classification at his or her current longevity step, effective no later than the second pay period of the new quarter.

d. These provisions do not apply to MLS employees in training.

e. An MLS II and III may not utilize the remedial grace period more than 2 times during a 4-year period. If an MLS falls below the minimum production standard for his/her level more than 2 times in 4 years, an MLS III will be moved immediately to the MLS II level, and an MLS II may be subject to layoff or termination.

f. The MLS shall retain all hours previously credited toward the next longevity increase.

8. In recognition of additional tasks necessary to meet quality requirements related to standardized global and imaging documentation, for purposes of calculating productivity, the productive work day for an MLS shall now be defined as 7.25 hours per 1.0FTE, reflecting a decrease of 0.25 hour/FTE. The amount credited for each pay period worked will be prorated in accordance with hours worked and automatically calculated on the NPT form.

9. Following implementation of new transcription software in the HIM Medical Transcription Department (anticipated during 2012), a committee will be established to determine:

a. Two production levels where productivity is measured in lines/hour. This process will include:

i) Researching transcription standards and practices at other healthcare organizations.

ii) Developing a timeline that includes appropriate training and start-up time.

iii) Tracking and trialing.

- b. Pay scales: Level III pay scale will be 10% higher than Level II.
 - c. Criteria to advance between productivity levels.
10. Quality Standards: Employees must meet or exceed 99% accuracy on quarterly quality assessments. Quality assessments will be performed equitably.
 11. Proficiency Standards: All MLS II and III require proficiency in all global HIM worktypes.
 12. New staff are hired at Medical Language Specialist II job classification.
 13. All medical language specialists must meet minimum department productivity and quality standards.

The term of this Letter of Understanding is one year beginning on 01/01/2012, with review and/or renegotiation to begin on 10/01/2012.

LETTER OF UNDERSTANDING

During Negotiations that resulted in the 2015 - 2019 Agreement between the parties, certain additional understandings were reached. This letter will serve to memorialize those understandings.

1. Floating. Managers in consultation with Staff regularly assigned to the patient care unit will develop unit specific reference sheets that describe unique aspects of their unit (examples may be fluid/dietary restrictions and renal patients, orthopedic daily routines, immunocompromised patients care on 12-East, oncology, etc.). It is the responsibility of the charge nurse/resource nurse to assure the reference sheet is given to the floated staff person and that each float is given a tour of the unit.

2. 2019 Negotiations. At least one year prior to contract expiration, the parties agree to discuss the 2019 bargaining process to assist in planning for future negotiations. This will include exploration of options for a more streamlined and efficient process including continued use of sub-committees, interest-based discussions and FMCS support/mediation. Swedish Medical Center will agree to negotiate its three collective bargaining agreements (RN, Service & Maintenance, Technical units) with the two Swedish Edmonds collective bargaining agreements (RN, Pro, Tech, Skilled Maintenance and Service) together at one table.

SEIU acknowledges the separate legal status of Swedish Medical Center and Swedish Edmonds. The union does not intend to combine the SMC/Edmonds contracts/bargaining units or argue that by bargaining together, that SMC and Edmonds in any way waive their separate legal status. The purpose of meeting at a combined table is to facilitate the most efficient bargaining process. Each employer and the union may continue to maintain separate proposals and reach separate tentative agreements.

3. Mutual Commitment. For the duration of this Agreement, Swedish Medical Center and the Union desire to work together to ensure the long term stability of Swedish. In order to maximize the ability of employees to work in a stable environment, Swedish Medical Center pledges that it will not seek to reach its financial goals through cyclical layoffs. While this assurance does not restrict the ability of Swedish Medical Center to make changes in programs or services that impact jobs, or layoff employees as a result of an acquisition or merger, it does commit Swedish Medical Center to find means other than cyclical layoffs in order to achieve its financial goals. The Union, Swedish Medical Center and each member of the Swedish Medical Center team, employees and management alike, are fully committed to use their best efforts to provide the highest quality patient care, maintaining a long term sense of security, and ensuring that Swedish Medical Center is the premier healthcare provider in the Northwest.

4. Dependability Policy. The Swedish Medical Center agrees that the following absences will not count as occurrences under the Employer's dependability policy:

- Washington Family Care Act
- FMLA Leave
- Time loss for workers' compensation
- Any reasonable accommodation for a qualifying disability

- Pre-approved scheduled absences
- Callback relief as specified in 12.7.1
- Occupational exposures for which Employee Health requires that the employee stay home

These shall apply to any occurrence for which discipline is being issued.

Prior to discipline, the manager will meet with the employee to:

- Explain occurrences and the dependability policy
- Explain FMLA and the occurrence exceptions above and how to access them including options
- Review occurrences and do a look back to see if any of the occurrence exceptions apply.
- Discuss next steps

In the event of discipline for use of sick leave, escalating steps of the discipline process will only be triggered within the same rolling calendar year as the first offense.

Occurrences and disciplines will be tracked centrally and be available for investigations. This information will be by department, number of occurrences and level of discipline.

Seattle City Ordinance. The provisions of the Seattle City Ordinance Number: 123698, Chapter 14.16 to the Seattle Municipal Code establishing minimum standards for the provision of paid sick and safe time shall not apply to employees covered by the collective bargaining agreement. The requirements of this ordinance are mutually expressly waived for the bargaining units at Swedish Medical Center represented by SEIU.

5. Work Assignments. In the event seniority is not used as the basis for making a work assignment under Article 7.7, the employee will provide a written explanation for the assignment upon request. Article 7.7 is not intended to apply to employees on existing waiting lists (e.g., lists for employees interested in telecommuting in transcription services).

6. Union Organizing. Absent unexpected circumstances, Swedish Medical Center's philosophy is that on occasions where non-represented employees seek representation by SEIU Healthcare 1199NW, each employee in the group being organized is given the opportunity to make an informed decision through a voting process as agreed upon by both Swedish Medical Center and the Union. Swedish Medical Center and the Union will determine the appropriate bargaining unit. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.

7. Joint Labor Management Action on Health Care Issues. The parties recognize that decisions made by elected officials and policy makers in Olympia and Washington, D.C. can have a significant impact on the financing of health care and how care may be delivered at Swedish

Medical Center. The parties further agree that one effective way to advocate for a better health system is to work in partnership on issues of common concern and interest. Swedish Medical Center Senior Leadership and SEIU Healthcare 1199NW Leadership agree to meet on a semi-annual basis to discuss health care policy issues and to determine if there is interest in developing joint action plans on any issues of common concern. If so, these issues will be referred to the Labor Management Committee for specific planning and implementation.

8. Paid Release Time for Negotiations. For contract renegotiation occurring in the year 2015, Swedish Medical Center will provide one thousand two hundred twenty-four (1,224) hours of paid release time for the Union's negotiating committee for Service & Maintenance employees. These monies are intended to supplement the bargaining unit's vacation donations to negotiating team members.

9. Vacation Donations for Negotiations. Service Employees will be able to donate vacation hours to a vacation donation pool for use by the Union's negotiating team during negotiations as follows:

1. All members of the Union's bargaining unit may donate earned vacation/annual leave hours to a common pool, from which members of the Union's negotiating team will be able to draw at their regular rate of pay to make up for wages lost through participation in bargaining sessions.

2. The Union will collect the donated vacation hours into a pool, and allocate hours for disbursement on the normal paychecks received by negotiating team members. Hours paid from the vacation pool will be paid as vacation time (shown on recipient's pay stub as "UN NG VAC" for Union Negotiations Vacation) and will accrue benefits for the recipients. This process will be separate from the timecard-payroll online system, and will rely on electronic Excel spreadsheets; no cost center will be needed for the purpose. After each payout from the pool, HR will provide the Union with an accounting of the hours remaining in the pool.

3. Donated hours authorized by the employee and collected by the Union will be deducted from donors' vacation banks at the beginning of the bargaining process, and shown on donor's pay stub as "VLA - Vacation Leave Adjustment". These hours will NOT accrue toward benefits. Any vacation hours pledged which were not paid out to cover lost wages will be returned to the donors' vacation bank as designated by the Union.

4. The Union will be responsible for providing management the following:

- a.) A signed authorization from all donors, modeled on the Swedish Medical Center Vacation/Annual Leave Donation form language, with the additional clarification that the donor is entering an agreement with the Union and also authorizing Swedish Medical Center to debit the donated hours from the employee's vacation bank. The authorizing language on the Union's petition reads as follows:

By signing this petition, I agree with our union 1199NW to donate no less than four (4)* vacation hours to help our negotiators with missed shifts as a result of negotiations and I authorize Swedish Medical Center to deduct these hours from my vacation bank.

* Hours not needed by negotiators will not be charged.

Donors' names will be both printed and signed. A copy of the authorizing signatures will be provided to the Swedish Medical Center on numbered signature pages and numbered lines for ease of verification.

- b.) An Excel spreadsheet of all donors, the page and line number of their signatures, employee identification numbers, and the number of hours authorized for donation (minimum of four (4) hours) will be provided to the Employer. Additional columns will be included to show the number of hours approved for debiting for each bi-weekly payout. Data needs to be submitted to the Human Resources Department by the second Tuesday of the pay period for it to be paid on the next regularly scheduled payday.

- c.) For each payout, Swedish Medical Center will need an Excel spreadsheet of all negotiating team members who are to receive payments from the pool, employee identification numbers, the number of hours to be paid and the date of the session. The Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods for submission of distributions. There will be no individual exceptions for requests for payouts that do not meet this deadline. The biweekly payouts will continue as long as needed to cover all bargaining dates, or until the pool is depleted.

5. Additionally, we have agreed on the following points:

- a.) Donated time will take priority over the donor's own time for purposes of vacation requests.
- b.) Donated hours will be paid out as hours, and will not be converted to dollars prior to payout.
- c.) The Union will work with the Swedish Medical Center HRIS manager to format the Excel spreadsheets.
- d.) Donated time will be charged against the negotiating team member's home department.

10. Pharmacy Benefit Manager. In the event that the employer changes PBM's, the Union and Management will work collaboratively concerning the selection of the PBM.

11. Rest Breaks. The parties are committed to ensuring that all employees have the opportunity to get their rest breaks. Swedish will continue to maintain an electronic means for tracking missed rest breaks at the end of an employee's shift.

Within three (3) months of ratification of this Agreement, each department will develop a rest break plan that will be used in that department to ensure employees get their rest breaks. Unless there is an established procedure already in place that allows breaks to be taken, rest break plans will be developed in the unit based staffing committee where one exists, or in a rest break committee co-chaired by a Union-appointed member and by the unit manager or designee.

Each Department's rest break plan will be reviewed and approved by the ABC Committee. Thereafter, the ABC Committee will evaluate whether the existing plans in each Department are working, and if not, recommend changes to the Department. The ABC Committee may also recommend alternatives that may or may not cross Departments. In making this evaluation, the ABC Committee shall have access to information generated by Kronos.

12. Medical Debt. The parties agree to work collaboratively in assisting employees with medical indebtedness to the Employer, subject to compliance with HIPAA. As part of this effort, caregivers who voluntarily come forward will be assisted with establishing charity care eligibility and/or reasonable payment plans agreed to by the employees and within Swedish parameters. Caregivers referred to a collection agency may also request reconsideration on the grounds that the Employer did not properly follow any applicable billing policy before the referral to collection. For caregivers qualifying for

financial assistance under such circumstances, collections may be called back with collection fees waived.

The Employer and the Wellness Committee will work together to make reasonable resources available at employee forums and other events to educate caregivers on the above benefits available to them, including the Medical Plan Assistance Program (MPAP). The MPAP Application Form will be made available on the Swedish benefits website.

13. ED Tech. Effective first full pay period following ratification, Emergency Room Tech moved from grade Q to grade R Effective the first full pay period following 1/1/2017, Emergency Room Tech moved from grade R to grade T. All members will move to their current step at the new pay scale grade, and retain hours accrued towards step increases. The Employer will reimburse employees for the cost of MA-P certification for Emergency Department Techs.

The parties also acknowledge that there are currently no ED Tech multi-campus float pools. Should the need arise to create this multi-campus float pool, the Employer agrees to meet with the union to discuss.

The parties will meet upon ratification of the agreement to discuss the formation of the NAC multi-campus float pool and the creation of UB-MCF in multi-campus units.

14. Jointly Sponsored Initiative Pilot. Within ninety (90) days of ratification, the Employer and the Union will identify and launch a pilot project/initiative that focuses on workforce development, improving the patient care delivery model and/or promoting Swedish. The project/initiative will involve front line staff, senior level sponsorship and should have the potential for system-wide application, if the pilot is successful and spur new ideas for more joint projects for throughout the life of the contract. Priority will be given to a project/initiative that reaches and develops a diverse workforce and is measurable.

Swedish and the Union acknowledge that joint sponsored initiatives are predicated upon maintaining, and aimed toward fostering, a more collaborative relationship between the parties, and furthering the overall satisfaction of caregivers and patients. Both sides, through senior leadership, reaffirm their commitment to developing a positive, respectful working relationship which, if maintained, may result in further joint projects.

Swedish and Union will not use the other's logos on marketing, publications, communication in presentations promoting/showcasing joint sponsored initiatives without explicit written approval of the other party.

15. Health & Safety. Within three (3) months of ratification, Swedish Medical Center will convene a special meeting to discuss safety concerns related to floor-care chemical exposure, Chemo and other drug handling, surgical plume cases and radiology practices. The Union and impacted employees will be invited to attend. At this meeting, the parties will discuss and evaluate how the team can work together to improve education, review work practices to minimize risk of exposure or injury to employees, and evaluate best practices.
16. High Level Containment. Swedish recognizes the contributions of caregivers who have volunteered to participate in the High Level Containment Team (HLC). If, due to exposure as part of this team, an employee is unable to work, the employee will be

placed on paid administrative leave during the quarantine and immediate treatment period. If, during the quarantine period, the employee requires housing, employer will arrange for and cover costs of said housing. Any costs incurred for transport or treatment, beyond those covered by worker's compensation or employer-sponsored health insurance, will be paid by the employer.

17. Patient Services Coordinator (PSC)/ MA Wage adjustments. The parties will meet to discuss possible wage changes to address like job duties and recruitment/retention considerations between PSC1s, 2s and MAs as well as the consolidation of grades U, V and W as proposed by the Employer. No employee will have his/her wage reduced as a result.
18. Safe Lift Education and Assistance Program. The parties have a mutual interest in increasing patient and employee safety. The programs, a joint process called Safe Lifting Education and Assistance Program ("SLEAP"), will assess injury data from previous years to determine most effective times, days of the week, and units for the SLEAP to focus on. Swedish will commit to having at least one appropriately trained staff person per campus (Issaquah and Ballard, Cherry Hill, and Edmonds), except for First Hill which shall have at least two staff. The SLEAP on each campus will work together to perform lifts, educate and train staff in proper use of lift equipment, assess equipment, keep records, and will be a safe patient handling resource. Following a 60 day SLEAP training and start-up phase, the effectiveness, focus, and potential needs for expansion of the SLEAP, as well as injuries during the year will be assessed at minimum yearly at the same time of year that the annual nursing staffing plan approval process occurs. The parties will develop a methodology to assess whether SLEAP has sufficiently improved patient and employee safety, and will evaluate the financial return on investment of the program. The parties agree that a subcommittee of the ABC committee will meet within the first three (3) months after ratification of the new Agreement to examine data to create a SLEAP at each campus, with the SLEAP in place at all campuses within one year post ratification.

MEMORANDUM OF AGREEMENT #1

ADDITIONAL FACILITIES

Swedish Medical Center unless superseded by law agrees that:

- (a) if Swedish Medical Center builds or opens a new facility in King County and Swedish Medical Center is the legal employer of the employees, the employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement. If the new facility is outside of King County, the Employer will recognize the Union for those employees who perform the same or similar work to that which is covered by this agreement, and will then promptly meet to bargain a new agreement covering those employees, or include them in this agreement by mutual agreement;
- (b) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by SEIU Healthcare 1199NW, the Employer will recognize the Union for those employees and the employees will continue to be covered by the terms of their existing Agreement.
- (c) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented, the Employer will cooperate fully with the Union to determine promptly and efficiently whether accretion is appropriate under established principles of labor law, and if so, to effectuate it. Following an accretion the parties will promptly meet to bargain any outstanding issues;
- (d) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented and an accretion is not appropriate, the parties agree to be bound by the Memorandum of Agreement #X Election Procedures Agreement. In the event the Union files a representation petition with the NLRB, Swedish Medical Center will agree to have the case processed through the NLRB Consent Election procedures;
- (e) The preceding provisions apply to Swedish Medical Center employees of any facility which becomes part of the Swedish Medical Center healthcare operations during the term of this Agreement, including but not limited to a hospital, urgent care facility, clinic, or ambulatory surgical center. These provisions do not apply to the operation of a facility for which Swedish Medical Center is not the employer, or where Swedish Medical Center is a joint employer with some other entity, and does not have direct authority over terms and conditions of employment;

(f) In the event the new facility or acquisition is geographically located in a significantly different market such that an economic adjustment based on market conditions is necessary to maintain competitiveness, the parties will promptly meet to bargain such market adjustment in wages, hours and working conditions.

Neutrality Agreement

The parties establish the following rules for the purpose of ensuring an orderly environment for the exercise of the rights of employees under Section 7 of the National Labor Relations Act.

1. Swedish Medical Center (including its administrators, supervisors, agents and other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that degrades unionization, promotes “no union” as a choice in the election or that directly or indirectly states or implies any opposition by the Employer to the selection by employees of the Union, or preference or opposition to any particular union as a bargaining representative. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation;

2. In the event the Union files a petition with the National Labor Relations Board: a) Swedish Medical Center will immediately provide the Union with a current roster of employees including name, job title, department, work location, home address and most recent date of hire; b) Swedish Medical Center will provide the Union with access to non-work areas of its facilities for the purpose of communicating with employees on non-work time; and c) Swedish Medical Center will provide supervisors for employees covered by the petition with written notification of Swedish’s commitment contained in Section 1 of this Neutrality Agreement.

3. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Should the parties be unable to agree upon an impartial arbitrator, then the impartial arbitrator shall be chosen from a list of seven (7) arbitrators submitted by the American Arbitration Association, pursuant to its rules for expedited arbitration, upon the written request of either party. The parties shall request that the list of arbitrators contain only names of individuals familiar with labor law and with experience in the field of arbitration. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the parties. Each party shall pay its own counsel. The arbitrator’s authority shall be limited to resolving the dispute, and issuing a cease and desist order, or other

forms of injunctive relief, but does not include delaying, postponing or otherwise affecting the normal NLRB election process;

4. Swedish Medical Center is not expected or required under this agreement to take any action that is prohibited by the NLRA.

MEMORANDUM OF AGREEMENT #2

Healthcare Retirement Fund

SEIU Healthcare 1199NW and Swedish Medical Center have a joint commitment to address the retirement security needs of bargaining unit employees in light of a volatile and uncertain pension environment. Swedish Medical Center and SEIU Healthcare 1199NW agree to partner with the SEIU International Union and other interested employers to continue to jointly study a healthcare Taft-Hartley retirement plan.

Swedish Medical Center and SEIU Healthcare 1199NW along with other employers will reconvene a series of meetings during the term of this Agreement to further investigate a Healthcare Retirement Fund with a plan design that manages risks and costs for both employers and employees and creates a plan for more effective and predictable planning toward retirement security.

Assuming a new plan is developed, the employer and the union will engage in good faith bargaining on this issue, in the next round of contract bargaining.

MEMORANDUM OF AGREEMENT #3

SWEDISH EDMONDS/SMC EMPLOYMENT TRANSITIONS

Employment Transitions between Swedish Edmonds (SE) and Swedish Medical Center (SMC) are possible, subject to the following provisions:

1. Current employees seeking employment between SE and SMC may inform the hiring manager at the facility for which they have applied for employment that they have applied and are currently employed at a SE/SMC facility. Hiring managers informed on a timely basis will make a good faith effort to give the current SE/SMC employee preference over external applicants, but not over internal applicants.
2. The employee must complete an employment application at the new entity and must satisfactorily complete all applicable forms and assessments (licensure verification, background checks, review of possible Healthcare Sanctions, etc.) typical to any new hire.
3. The employee must be in good standing with no corrective action within the previous year. Corrective action occurring more than one year prior may be considered in making employment decisions, if considered relevant by management. Examples of corrective action include documentation of the following: verbal warning, written warning, final written warning, suspension, last chance agreement.
4. References between SMC and SE will be shared between entities. The type of information that will be shared will be information related to an employee's skills, ability, experience, past performance and/or quality of work; corrective action received while employed; and any illegal or wrongful act an employee committed that may be relevant to employment. All information obtained will be used to make hiring decisions.
5. Employment with the prior entity must be completely terminated before employment can begin at the new entity.
6. Employees are subject to a new probationary period at the hiring entity.
7. Employees transitioning between SE and SMC will maintain their original hire date from the prior entity.

8. Union employees will retain their full seniority, recalculated (if necessary) according to the seniority definition in the collective bargaining agreement of the bargaining unit into which they are being hired, subject to any of its terms and conditions under which seniority would not be fully credited based on moving from one job classification to another (such as NAC to RN).
9. Employees will need to re-enroll for all applicable benefits (e.g., medical and dental coverage) and will be covered according to that organization's plan provisions.
10. Sick leave balances will be carried over from one organization to the next. Annual leave/vacation accruals must be cashed out at the time of transfer per entity (SMC or SE) restrictions and guidelines. However, future accruals will be at the rate corresponding with the original hire date.
11. All other usual new hire benefits, policies, practices not covered in this LOU apply as they would for any other new hire.

MEMORANDUM OF AGREEMENT #4

GUIDELINES FOR ACQUISITIONS – EMPLOYEES

In the event Swedish acquires another clinic, hospital or organization, and some/all of the employees will be accreted into the existing SMC bargaining agreements pursuant to Section C of the Additional Facilities MOA, SEIU Healthcare 1199NW and Swedish agree that so long as the following guidelines are applied with respect to that acquisition, no effects bargaining will be necessary. In the event that there are exceptional circumstances not addressed in this agreement that make it appropriate or necessary to deviate from the following terms and conditions of employment and/or any other deviation from the existing applicable Collective Bargaining Agreement, Swedish will agree to bargain those terms and conditions with the union prior to them being finalized and implemented.

Standard New Hire Terms and Conditions for Acquisitions

Unless and only if noted below, all new hire terms and conditions will apply as outlined in the applicable Collective Bargaining Agreement (CBA).

1. New Hires

1. All new hire terms and conditions for employees in positions that are the same or have substantially similar job duties and responsibilities as those covered by a SMC CBA will apply as outlined in the applicable CBA, unless otherwise noted herein.

2. Union Recognition

- a. Employees in positions that are the same as those covered by a SMC CBA will be accreted into the appropriate bargaining unit and covered by the same terms and conditions as outlined in the CBA.
- b. If a position exists at the other employer that is not currently in one of our bargaining units, HR will review the job for proper classification and set a wage scale. This will be subject to review with the union.

3. Employment

- a. Employees will not be required to reapply or re-bid for their positions in order to be considered an employee of SMC. However, all applicable new hire paperwork must be completed.

b. Standard new hire background checks will be completed for all new employees by SMC HR (e.g., Washington State Patrol Criminal History Background Checks; Licensure verifications, etc.).

4. Probationary Period

a. Employees currently in a probationary period will have the same probation ending date as their current end of probation date with his or her current employer. However, this will not prevent SMC from determining that an employee's probation period should be extended, as provided by the applicable CBA.

5. Hire Date and Seniority

a. Employees' most recent hire date with their current employer will be honored and established in SMC.

b. Employee's seniority will be honored by SMC.

i. An appropriate formula to determine hours of seniority will be developed by human resources and reviewed with the union.

6. Union Membership

a. Anyone that becomes an employee of SMC covered by the collective bargaining agreement as part of an acquisition shall, as a condition of employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

7. Compensation

a. Employees will be compensated as if they were continuously employed with SMC for their time with their previous employer at one for one years of service credit for experience. Credit for past experience from employment prior to their most recent employer will be credited at the applicable rate:

i. For Technical and RN employees the collective bargaining agreement language and hiring practice are one for one credit for past experience.

ii. For Service employees the hiring practice is the same as the past practices for SMC Service & Maintenance new hires

iii. All employees will have the opportunity to appeal their recognized credit for past experience and submit additional documentation.

b. The wage progression (step/longevity) counter will be set based on the anniversary date of their last increase, if one was given within the last 12 months, In the event there was no

increase in the last 12 months, the wage progression (step/longevity) counter will be set based on the employee's anniversary date of hire, as per 5A.

8. Annual Leave

- a. In the event the employee's current employer does not cash out employees' vacation hours, SMC and SEIU will meet to negotiate on this item.
- b. Annual Leave accrual level will be based on the employees recognized hire date established in the SMC system (as based on the employees most recent hire date with the other organization).
- c. Approved vacation schedules will be honored.
- d. Where vacation hours were cashed out, unpaid leaves will be acceptable for one year after the effective date, subject to existing contract language for approvals of time off.

9. Sick Leave^[3]

- a. All employees' accrued but unused sick leave benefits will be credited to their SMC sick leave banks with an equal number of hours subject to the position's maximum accrual. Employees will begin accruing sick leave hours at the appropriate contractual accrual rate.
- b. In the event the employees have hours in an extended illness bank, those hours will be transferred into their new sick leave bank.

10. Retirement Benefit Vesting

- a. Employees' most recent hire date will count for purposes of vesting, subject to the provisions of the applicable retirement plan document.

11. Transition Team

- a. In the event the union identifies changes to working conditions not covered herein, it may be requested that a Transition Team be formed to work through changes in working conditions. The team will be made up of staff representatives selected by the union and management representatives selected by management (which may include non-contract employees where appropriate as determined by management) and will meet with Management to discuss working conditions.

MEMORANDUM OF AGREEMENT #5

ELECTION AGREEMENT

The Parties, SEIU Healthcare 1199NW (“Union”) and Swedish Medical Center (“Swedish” or “Employer”) enter into the following Election Procedure Agreement (EPA) for employees working at Swedish Medical Center.

1. Notice

The Union shall provide to the Employer in writing a “Notice of Intent” in order to commence organizing. The notice shall identify the non-represented classification or bargaining unit of the employees that the Union is seeking to represent.

2. Notice List

Within five (5) business days (Monday through Friday, excluding holidays) of receipt by the Employer of the Union’s Notice of Intent, the Employer shall provide the Union with an Employee List for the requested employees, in electronic format. The list shall contain for each employee, name, job title/department, shift (where applicable), facility, home address, home telephone number, and hours worked per pay period for the previous four pay periods.

3. NLRB Consent Election

If the Union files a petition with the NLRB for an election and the petition is supported by a showing of interest of 30 percent as required by the NLRA for the filing of a valid petition, the Employer shall agree to an expedited union election process to be conducted within fifteen (15) calendar days by entering into a NLRB consent election agreement. The Employer agrees to submit an Excelsior list to the NLRB, and to mutually agree with the Union for a date, time and place(s) for the election (or, by mutual agreement, to utilize a mail ballot election), within two (2) business days of the consent election agreement being filed.

4. Post-Election

Following the election, if a majority of the employees voting elect to be included in an existing collective bargaining unit, the parties will promptly meet to bargain any outstanding issues and determine how best to incorporate the employees into an existing bargaining agreement.

Also, following the election if a majority of the employees voting elect to be covered by an existing collective bargaining agreement, these employees shall be included in the bargaining

unit and shall become and remain members of the Union consistent with the parties' historical practice on membership.

5. Access

Within twenty-four hours of the management communication the Employer will provide the Union with access to non-work areas (as consistent with existing practice) for the purpose of communicating with employees on non-work time. Organizers will conduct themselves in a manner that respects employees' rights and in no way interferes with patient care delivery or services.

In accordance with Swedish policy, the Union may use designated meeting rooms of the Employer for meetings, providing sufficient advance request of the facility is made through the Human Resources Department in accordance with Swedish policies and procedures and space is available.

6. Arbitration

If the parties are unable to resolve a dispute arising under the terms of this agreement, either party may submit the unresolved dispute about compliance with or construction of this Agreement for final and binding resolution by a mutually agreed permanent arbitrator selected for deciding any dispute under the Agreement. The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. All such disputes shall be resolved within fourteen days of submission of the issue, unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within twenty-four hours of the submission of the issue to the Arbitrator. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the Arbitrator.

7. Costs Associated with Arbitration

Each party shall bear one-half of the fee of the arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of the party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

MEMORANDUM OF UNDERSTANDING RE

AFFILIATION WITH PROVIDENCE HEALTH & SERVICES

On October 5, 2011, Swedish announced plans to form an innovative affiliation with Providence Health & Services that will include all of Swedish's operations in King, Snohomish and Kittitas counties and all of Providence's operations in King, Snohomish, Thurston and Lewis counties (the "Affiliation"). Swedish and Providence signed a memorandum of understanding, are working on the details of the proposed Affiliation as well as seeking regulatory approval for the Affiliation.

1. In the event the Affiliation is approved and finalized, Swedish agrees as follows:
 - A. Following the effective date of the Affiliation (the "Effective Date") Swedish bargaining unit employees will still be employed by Swedish.
 - B. The collective bargaining agreements between Swedish and the Union (collectively the "CBA's") will remain in full force and effect after the Affiliation;
 - C. Implementation of the Affiliation on the Effective Date will not impact the position, FTE, unit, shift and schedule of all bargaining unit employees;
 - D. Implementation of the Affiliation on the Effective Date will not impact the seniority, accrued benefits, accrued benefit levels or accrued benefit plan credits (such as for co-payments, coinsurance, deductibles, out of pocket maximums, waiting periods, etc) of all bargaining unit employees;
 - E. Implementation of the Affiliation on the Effective Date will not impact employee eligibility and vesting under applicable benefit plans, including but not limited to medical and retirement plans;
2. The parties agree that for purposes of the CBA's, Providence and Swedish are separate employers.
3. Swedish is not contemplating altering or changing the existing bargaining units as a result of the implementation of the Affiliation.
4. The parties agree that after the Effective Date of the Affiliation and implementation of Section 1 above, all of the matters referred to in Section 1 will be governed by the CBA's and applicable labor laws.

5. Swedish will not seek to convert its retirement plan(s) to church plans. In the event that the plan is ever considered to be a church plan, it will also be required to make the one-time election under IRC Section 410(d) (26 U.S.C. Sec. 410(d)) to be covered under the provisions of Titles I and IV of ERISA and the relevant provisions of the Internal Revenue Code.

[1] NACs and HUCs assigned to the following float pools will not be required to float to another campus. If a NAC or HUC volunteers to work at another campus, the Float Pool NAC or HUC will receive the \$1.75 float pool premium plus the multi-campus float premiums.

[2] Exceptions for seasonal per diems may be made by the unit manager.

[3] In the event the employees are covered by a PTO plan, the formula used to un-bundle their sick leave will be developed by human resources and reviewed with the union.

[Wage Scales Service Unit DB](#)

[Wage Scales Service Unit DC](#)