

Memorandum of Understanding

Re: COVID-19 Temporary Premium Pay and other temporary supplemental pay, time-off and benefits programs

Swedish Medical Center and Swedish Medical Center – Edmonds (jointly referred to herein as “Swedish”) are committed to the principal that health care is an essential service for our community. As COVID-19 continues to spread in our communities, we are taking every precaution to keep our patients and caregivers safe and to have the appropriate staff available to meet our patients’ needs.

- I. For the benefit of our caregivers and the communities we serve, Swedish has committed to the following provisions in addition to our contractual offerings to ensure Swedish is staffed in a manner that keeps caregivers, patients and our community safe, Swedish agrees to establish a discretionary surge premium program. The Parties agree that some patient facing caregivers or caregivers who are working in positions that directly support bedside care for patients (e.g. Food and Nutrition or EVS), who work their regularly scheduled shifts and volunteer to either pick up extra shifts (part time caregivers) or to work overtime shifts (full time caregivers) in departments or on shifts designated by Swedish, will be paid the following incentive pay for extra shifts:
 - A. For non-overtime all regular hours worked with in your FTE (e.g., PT caregiver picks up extra shift but still isn’t in overtime):
 1. For Service workers: Regular rate + 25% of base rate/hr worked
 2. For Technical workers: Regular rate + 25% of base rate/hr worked
 3. For RNs: Regular rate + 40% of base rate/hr worked
 4. For Professional workers: Regular rate + 25% of base rate/hr worked
 - B. For all overtime hours worked:
 1. For Service workers: Overtime rate (1.5x) + 25% of base rate/hr worked
 2. For Technical workers: Overtime rate (1.5x) + 25% of base rate/hr worked
 3. For RNs: Regular rate + Overtime rate (1.5x) + 40% of base rate/hr worked
 4. For Professional workers: Overtime rate (1.5x) + 25% of base rate/hr worked

There will be no pyramiding of premiums or bonuses for the same hours worked and the caregiver must work their regular FTE (for week) to qualify for the surge pay premium. Use of prescheduled accrued leave will count towards hours worked for regular FTE.

Swedish will notify all eligible department caregivers if a department or shift becomes surge pay eligible and will provide a courtesy notice to SEIU. The intent of the program is to incentivize critical hard to fill roles. Swedish maintains the ability to add or eliminate departments or shifts from this program at its discretion, however, as departments, shifts, and/or classifications are added Swedish will provide notice to eligible caregivers, the NRO if appropriate, and SEIU 1199NW prior to the start of the first new surge shift. Swedish will maintain an accurate list of the departments and shifts that are included in the surge pay premium program.

Swedish and SEIU agree to meet and discuss modifying the surge pay program, potentially creating different incentive programs, recommending guidelines for incentive program offerings.

- II. Swedish is taking proactive steps to address caregiver concerns regarding exposure to COVID-19. To that end, Swedish will provide the following.
 - A. Caregivers furloughed due to a COVID exposure at work, will be placed on paid administrative leave for the duration of the furlough. The paid administrative leave will include time missed from work due to experiencing symptoms of COVID-19 and/or testing positive after a probable exposure to COVID-19, if the exposure is deemed a workplace exposure by Sedgwick according to LNI regulations. Swedish and SEIU agree to meet and discuss the effectiveness and access to this provision.
 - B. Caregivers who are asked to remain off work due to a high-risk community exposure will have access to their banked leave time, and will not be subject to any discipline or other corrective action for missing work.
 - C. Caregivers who have exhausted their banked leave will have up to 80 hours of emergency time-off for each caregiver to use, if necessary, through May 31, 2020. In the event the State of Emergency continues until after May 31, 2020, the parties reserve the right to evaluate extending this provision.
 - D. Back-up child care through Bright Horizons. With widespread school closures, we have extended our low cost back-up care through Bright Horizons to all caregivers, including those who are part time, per diem and represented with no usage limits through June 30, 2020. The parties agree to evaluate extending this provision as well as engaging in continued dialogue about childcare access and resources.

- III. Swedish recognizes the need for our caregivers to be flexible as we respond to COVID 19 patient surges and volume shifts. With that understanding:
 - A. It may be necessary to float staff from Edmonds to a Swedish Medical Center Campus, or from a Swedish Medical Center Campus to Edmonds.
 - 1. When the skills and abilities remain substantially equal it is preferable for floating to occur on a voluntary basis. Accordingly, before resorting to assigning nurses or health care workers to float to another facility, when possible Swedish will seek volunteers first.
 - 2. Where it is necessary to assign nurses or health care workers to float, mandatory floating to another campus will occur in the order per the collective bargaining agreement.
 - 3. Caregivers shall experience no change in status, base pay, or service credit when floating outside in this way. Caregivers who float to another Swedish entity will receive their regular rate of pay plus floating premium pay for all hours worked at the other Swedish entity. All policies and CBA requirements related to pay, premiums, and benefits covering the caregiver under their Collective Bargaining Agreement remain in effect for the employee during their temporary assignment at the other Swedish entity.

4. Swedish will give as much notice as possible before requiring floating.
 5. The premium inter-Entity floating shall be:

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|-----------------------------------------|--------|
| (1) EMD ProTech Service and Maintenance | \$6.00 |
| (2) EDM/SMC RN SMC | \$8.50 |
| (3) SMC Service and Tech | \$6.00 |
 6. In the event a caregiver is floated during their shift travel expenses will be paid per the collective bargaining agreement.
 7. Nothing in this section shall prevent Swedish from responding to emergency situations or urgent patient care needs. All provisions of the applicable contract will apply normally, unless expressly stated otherwise in this MOU.
- B. In response to possible changes in Swedish's operations in response to COVID-19, it may be necessary for caregivers to float from Swedish Edmonds or Swedish Medical Center to another health care organization that is not Swedish Medical Center or Swedish Edmonds.
1. The parties recognize that when skills and abilities are substantially equal it is preferable for floating to occur on a voluntary basis. Accordingly, before resorting to assigning caregivers to float to another health care organization, Swedish will seek volunteers first.
 2. If it is necessary to assign caregivers to float mandatorily to another health care organization the float process will occur in the order per the appropriate collective bargaining agreement. If floating in this section becomes non-voluntary Swedish will meet with SEIU to determine the appropriate float premiums and travel provisions if necessary prior to mandatory floating occurring.
 3. The caregivers shall experience no change in status, base pay, seniority, or accruals. Employees who volunteer for floating to another facility will receive their regular rate of pay plus floating premium pay for all hours worked at the other health care organization.
 4. Swedish will give caregivers as much notice as possible before requiring floating to an outside health care organization.
 5. Outside Organization Float premium: Caregivers who are volunteering to float outside their organization will receive the following premiums.

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| a) EMD ProTech Service and Maintenance | \$6.00 |
| b) EDM/SMC RN SMC | \$8.50 |
| c) SMC Service and Tech | \$6.00 |

IV. Measures for managing temporary low census

- A. When Swedish has determined that ongoing low census conditions require reduced staffing needs for a temporary period, Swedish may offer furloughs to caregivers as mutually agreed by the caregiver and Swedish. Where the number of caregivers who volunteer for furlough in a given department and shift exceed the department's need to temporarily reduce staffing levels, the furlough shall be granted on a rotating basis starting with the most senior employee who has requested it, provided that there is sufficient

remaining staff and the remaining employees are qualified and skilled to do the work in the department. To the extent that low census needs are not met by furloughs, the prevailing low census commitments in the relevant collective bargaining agreement shall continue to apply. Caregivers on furlough will not be required to perform any work for Swedish while on furlough, including standby shifts, in the position for which they have taken furlough.

- B. Nothing in this agreement is intended to prevent caregivers from applying for other state or federal benefits for which they may qualify, including, but not limited to, unemployment compensation insurance, paid family and medical leave, or workers compensation.
- C. Swedish will not contest caregivers' unemployment application with the Employment Security Department if they accept a furlough under this provision so long as the caregiver provides truthful information to the Department.
- D. Medical, Dental & Vision Benefits:
 - I. If an employee's hours are reduced due to low census, health benefits premiums which include medical, dental and/or vision will remain in effect with the continuation of pay deductions and contributions. Caregiver's missed contributions will accrue in arrears, and may require additional catch up upon return to work. Caregivers whose health benefit deductions are in arrears upon their return to work may request a repayment plan from a list of repayment options agreed to by Swedish and the Union.
 - II. In the event that furloughs are extended to longer than a two week period of time Swedish and SEIU will meet and confer to discuss the potential for Medical benefits premiums, which include dental, vision and medical to stay in force for the duration of the caregiver's furlough with no accrual of arrears premium payments for the caregiver's portion of the premium contributions and or establishing payment plans for the arrears.
 - III. Voluntary deductions (charity, voluntary short-term disability insurance, pet insurance etc.) All other voluntary deductions, such as those listed above, will stop with the last regular paycheck. Vendors will provide an opportunity for caregivers for direct billing for voluntary benefits.
- E. These furloughs will be for a defined period of time as mutually agreed to between Swedish and the caregiver. Mutual consent is needed to extend the furlough, and the expectation is the caregiver will return to their regular schedule at the end of the furlough. Swedish will provide 48 hours' notice (or less if mutually agreed) if the caregiver is called back before the pre-approved end of the furlough.
- F. Caregivers shall maintain their anniversary date, seniority date and shall be eligible to seek promotions while on furlough. Caregiver's whose seniority is determined by hours worked, seniority will accrue for the furlough at the caregiver's FTE.
- G. If a layoff should occur while the caregiver is on furlough, the caregiver's status shall be determined as if the caregiver was in active status. For example, if the caregiver was in active status and the caregiver would have been subject to a layoff notice, they shall article

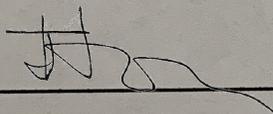
receive a layoff notice and their status shall be determined by following the applicable article of the collective bargaining agreement governing layoff procedures.

H. Once a week, Swedish will send a report to the Union with caregivers' names, department, shift and job of those granted the furlough and the dates of approved furlough.

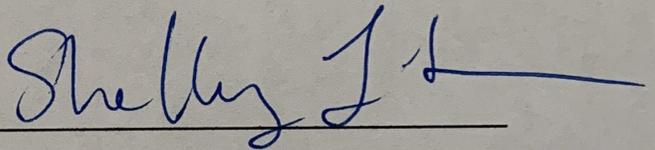
V. This Memorandum of Agreement is subject to the grievance/arbitration provisions of the parties' respective collective agreements.

This agreement shall be effective upon signature and shall continue through June 30, 2020, or until the end of the officially declared State of Emergency, whichever is sooner, with the option to extend upon mutual agreement should the declared State of Emergency (local or state) continue, or the public health guidance remain the same after June 30, 2020. The parties agree to meet 10 days prior to the expiration of this agreement to discuss continuing or renewing the provisions.

Signed and effective this 15 day of May, 2020



UNION REP,



Shelley Livingston, Labor Relations

Director