

**2020 - 2023**

**AGREEMENT**

by and between

**SWEDISH MEDICAL CENTER**

And

**SEIU Healthcare 1199NW**

**Hospital and Health Care Employees Union, SEIU,**

**(Technical Unit)**

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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 1199NW, 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.

## **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 technical employees employed by the Employer, excluding all confidential employees, managers, guards and supervisors as defined in the Act and all other employees.

**1.2** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees in professional classifications, including, but not limited to, Maternal Fetal Specialty Center Social Worker, Clinical Social Workers Case Management Relief, Clinical Social Workers Case Management, Counselors and any other professionals employed by the Employer, excluding all registered nurses, other professional employees, non-professional employees, and guards and supervisors as defined in the Act. In the event other professional employees agree to union representation through the election procedure in this Agreement, the Employer will in good faith discuss appropriate placement of such classifications under either the Technical Unit or a new Professional Unit.

**1.3 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.

**1.4** 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** Subject to the express terms and conditions of this Agreement, the management of the Swedish Medical Center and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to

establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the Swedish Medical Center shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer.

**2.2** The parties recognize that the above statement of management responsibilities 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 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.

**3.1.1 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.

**3.1.2 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.

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

**3.2 Bargaining Unit Roster.** Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union via a secured method 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, department 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 a secured method. 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.

Within ninety (90) days of ratification, Swedish Medical Center and SEIU 1199NW will convene a work group including HRIS expert to explore a method for the Employer to provide a list of all employment changes for bargaining unit employees, via a secure site.

**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 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 union membership.

#### **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 that 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 and 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 Swedish Medical Center.

**4.2 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 8.3 (Discipline/Discharge) as provided in this Agreement. Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their 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 8.3, 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, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their education leave/professional leave time to attend Union-sponsored training in leadership, representation and dispute resolution.

**4.3 Bulletin Board.** The Employer will provide space on bulletin boards in all work areas, and near the cafeterias for the use of the local unit. The locations will be determined by the Employer. 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 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.

**4.5 New Employee Orientation.** Delegates/officers (or designees), may meet with new employees during nursing orientation (on the delegate/officer's paid time, during the union's portion of the orientation), at a mutually agreeable time, to introduce employees to the Union and Union contract and will be the source of union information at orientation for the employee. The meeting shall not exceed one-quarter (1/4) hour in duration, and shall be on paid time for the new employee. An Employer representative will not be present during the union's portion of orientation. 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 is classified as full-time on the Employer's personnel records and who works on a regularly scheduled basis 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 10.4.1, 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 not to exceed 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 seniority, 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 stand-by pay) shall be regarded as time worked for purposes of computing wages and benefits. 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 Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee's hourly wage rate (11.1), shift differential when the employee is regularly scheduled to work an evening or night shift (11.2), and lead pay when the employee has a designated lead position (11.6).

**5.7 Contract Rate.** The contract rate of pay shall be defined to be the employee's hourly wage rate (11.1) only.

**5.8 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.

**5.8.1 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.

**5.8.2 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.

**5.8.3 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 Seniority Definition.** Seniority is defined as an employee's continuous length of service as a Tech in the bargaining unit based upon hours worked with the Employer from most recent date of hire or from the most recent date in the bargaining unit, which ever came last. Seniority shall not apply to an employee until completion of the required ninety (90) day probationary period. Length of service as an employee of the Swedish Medical Center shall be used to determine annual leave and sick leave accruals.

**6.2 Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, acceptance of severance benefits, retirement, eighteen (18) consecutive months of layoff with recall rights ( see Article 7.14), 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 - REORGANIZATION: SENIORITY/RESTRUCTURE/LAYOFF**

**7.1 Guiding Principles.** 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 parties acknowledge that the following parameters sometimes drive organizational change: law/regulations, evidence-based practices, safety concerns, expanded services, and bargaining unit contract agreements. The parties strive to ensure an efficient transition process to promote quality patient care and services and a quality work environment for staff.

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
- ☐ Retain staff in roles where they can continue to contribute to patient care

**7.2 Reorganization Definition.** The reorganization process established in this Article must be followed for any change in the department that affects:

- a. FTE (greater than a 0.2 or where benefits are affected),
- b. pay
- c. shift
- d. start and end time of more than 2 hours
- e. home campus,
- f. unit mergers, expansion or closure

- g. creation of new units.

For changes not described above, Swedish Medical Center will follow the principle of first seeking volunteers and then utilize seniority when possible.

### **7.3 ABC Committee Oversight**

**7.3.1 Scope of Oversight.** The ABC committee will provide oversight over the reorganization process as outlined in this Article 7. Additional functions of the ABC Committee pertaining to the reorganization process will:

- a. provide 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 dialogue between the parties through coaching, training, and education
- d. conduct 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.
- e. ensure safe patient care

**7.3.2 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 (e.g., 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.

**7.3.3 Job Duty Changes.** Major job duty changes will go to the ABC Committee for discussion. The ABC Committee will determine an appropriate interest-based process for resolution.

### **7.4 Reorganization Process Procedure**

**7.4.1 Notification of Proposed Change to the Union.** The employer will notify the Union at least eighty-four (84) days prior to a reorganization as defined in Article 7.2.

#### **7.4.2 Announcement Meeting**

An initial staff meeting(s) will be scheduled to accommodate all staff. The purpose of the meeting(s) will be to inform staff of the proposed change, the reason for the change, and to solicit and record ideas for resolution. A delegate on paid release time will attend the meeting(s).

A good faith effort will be made to provide the union as much advance notice of the announcement meeting as possible, and except in extenuating circumstances will provide at least forty-eight (48) hours of notice of the meeting.

Following the announcement meeting(s) a two (2) week period will be allowed for staff to come together to problem solve and work out the process by which to implement the change. Any staff interested will be released to participate. A unanimous vote by unit staff is required for resolution and implementation of the change.

In the case a change team is needed, a staff meeting will be called to describe the work of the previous two (2) weeks. The change team participants will be selected immediately after this meeting.

### **7.4.3 Change Team**

**7.4.3.1 Selection of Change Team.** Change Teams shall consist of a staff-represented group, a delegate, and an organizer all appointed by the Union; management and HR. 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. If it is determined that a rebid will impact similar departments across the system, the change team may request to transition to a system-wide change team by mutual agreement in order to include representatives of impacted job classes from across the system.

**7.4.3.2 Authority of Change Team.** Change Teams shall have the authority to recommend appropriate practices for conducting restructures. Change Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement.

**7.4.3.3 Change Team Process –Thirty (30) day Planning Stage.** The planning stage shall be a period of no less than thirty (30) days except by mutual agreement.

During the thirty (30) days, the Change Team shall meet to determine, review, refine, define and sign-off on a timeline and plan for how to resolve the situation or change. At this stage, the team is charged with:

- How to meet the goals while maintaining safe patient care and quality services. This evaluation may include researching best practices, evidence based standards and other models.
- Development of a work plan to ensure appropriate training and competency validation for staff performing new work (if applicable)
- Development of new schedules when appropriate
- Determining member super users for competency evaluation (if applicable)
- Evaluating open positions and which will be frozen and what steps need to be taken to have the positions ready to be listed and frozen ideally thirty (30) days prior to re-bid

- Requests from an employee, for a reduced FTE. The 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, the Change Team process may conclude.

If there is no agreement during this step, the Change Team may:

- a. Extend the timeline for this stage 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 and the manager from affected area and high level decision maker to discuss the problem we are seeking to address and possible next steps.

**7.4.3.4 Change Team Process Forty (40) Day Implementation Stage.** After completion of the Planning Stage in Article 7.4.3.3, the Change Team shall oversee implementation of the change.

The implementation period shall last no less than forty (40) days, except by mutual agreement, to ensure sufficient time for implementation, which may include employee reassignments and rebids. The Change Team's duties include planning communications for the impacted work unit(s), coordinating the rebid and potential employee reassignments, and determining occupational or clinical groups (see 7.5.1.2). A summary of outcomes of the implementation will be communicated to the ABC committee.

**7.4.4 Expedited Process.** When the Employer 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.

## **7.5 Reassignments and Displaced Employees**

### **7.5.1 Rebid preparation - Rosters, Eligibility and Training Needs**

**7.5.1.1 Rosters and Available Positions.** When a reorganization is announced, a listing of any vacant positions will be available at the Human Resources Department with a copy immediately provided to the Union.

**7.5.1.2 Frozen Positions.** Positions for which affected employees are qualified and have indicated an interest in will be frozen ideally for thirty (30) days prior to the rebid and not offered to any other candidates except by mutual agreement. Positions that do not interest any displaced caregiver will not be frozen and may be filled by

other candidates. The Change Team will determine the range of positions to freeze. The frozen jobs list and other vacant positions, for which the affected employees may be qualified will be posted and legible on the affected unit(s) as well as emailed. The frozen job list must include shift, FTE, job title, campus, department, and manager's name. The list will be provided in an excel format ideally at least thirty (30) days prior to rebid.

**7.5.1.3 Eligibility.** Employees will be eligible to bid into positions on a bid sheet, based on seniority and experience if:

- a. It is their current job classification.
- b. It is a former job classification successfully held within last 2 years where the employee meets the minimum job qualifications.
- c. It is any position including newly created positions where the employee meets the minimum job qualifications in the opinion of the Employer.
- d. It is any position in their clinical/occupational group for which they can become oriented/trained to the position in four (4) to six (6) weeks, in the opinion of the Employer. This time frame could be extended at the option of the Employer.
- e. An employee has regularly and recently floated to and worked with a full assignment in a department/unit within the last six (6) months, the employee will be considered qualified for orientation/training under this section.

**7.5.1.4 Training and Orientation for New Positions.** Retraining efforts benefiting bargaining unit employees will 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.

**7.5.1.5 Evaluation of Placement.** Ongoing evaluations will be completed to determine skill competency. Mid-orientation evaluations to determine if a reassignment was successful will take place with the employee and manager in their new position per Article 8.4.4. At the midpoint review, or at any other point in the review period, the manager may provide additional time with a preceptor, additional training, or other support to assist the displaced caregiver be successful in the role. 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 (2x).

**7.5.1.6 Cross-training in Case of Unit Merger.** Management will provide sufficient notice of any new requirements of specific skills, abilities or past experience. 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.

Management will ensure that in-house cross training opportunities are available for staff in advance of the implementation of the reorganization 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 may require floating and will happen on paid time. Cross training can continue beyond the implementation of the change, outside of the training and orientation time frame by mutual agreement.

**7.5.2 Initial Bid.** The Change Team shall meet to determine and establish the timeline for change, and may also plan communications for the impacted work unit(s).

After a rebid, agency/traveler employees will have their contracts terminated if they cannot be moved to another open position in the organization, if their skills are not needed in the affected department, if there is no open position in the affected department, or they are covering the extended leave of a FTE'd employee who has bid into a position.

**7.5.2.1 Determination of Scope.** A unit based Change Team may request to transition to a system wide Change Team based on the following considerations:

- a) Provide the least impact to the most staff
- b) Recognize seniority
- c) The department with FTE and schedule changes operates with multi-campus functions like UB-MCFs or a multi-campus float pool.
- d) The FTE and schedule changes will occur within similar departments at more than one campus
- e) System wide re-bids have previously occurred in this department

**7.5.2.2 Employee Selections.** The Change Team will determine which positions will be available for employee selection and determine the process for re-bid (ie: re-bid sheets and/or in person) which identifies and ranks the employee's preferences for all available positions (first to last). 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. By the end of the 10-day posting period, each employee will go through a selection process, starting with the most senior employee and followed by every employee in order of seniority.

**7.5.3 Displaced employees and Multiple Rebids.** Employees who are not assigned a position on the new or restructured unit will begin a thirty (30) day notice period. Vacancies, which are frozen per 7.5.1.2. The rebid will be system-wide, and occur in seniority order.

**7.5.3.1 Review of Skills and Training Needs.** Upon Request Displaced employees will receive support from 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 7.5.1.3, Eligibility). The employee's current skills and training needs will be assessed.



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

- a. The FTE of the offered position is more than a .2 FTE change;
- b. The base pay of the position is greater than a 5% reduction for Service and 10% reduction for Tech employees.
- c. The change in the start or end of the shift is greater than 2 hours.
- d. The change in home campus is out of region (see Article 9.6.1)

An employee, who has rejected a job offer where none of the above applies, will be considered to have voluntarily resigned.

**7.5.3.3 Effect of Loss of Medical Benefit Eligibility.** 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 eighteen (18) months.

#### **7.5.4 Options Following Rebid.**

**7.5.4.1 Layoff or Recall.** If, at the end of the thirty (30) day rebid period the employee is still without a position, the employee may elect layoff with severance (without recall) or recall (without severance). (See Article 7.7 Layoff & Recall)

**7.6 Post Implementation - Evaluate Effectiveness of Change.** The Change Team shall 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. Upper management will participate 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-reorganization meetings within a recommended timeline of 30, 60, and 90 days. The ABC Committee will provide oversight over the evaluation process post reorganization and Change Team will provide the ABC Committee with updates.

#### **7.7 Layoff.**

**7.7.1 Selection of Severance Pay or Recall Rights.** Employees subject to layoff with severance pay (with no recall rights) and layoff with recall rights (no severance).

**7.7.2 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.

Severance Pay	Years of Service (subject to contractual seniority language)
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

The years of service for the purpose of calculating severance calculation for Technical and RN employees is based on total seniority hours in the bargaining unit divided by 2080 (work hours in a year). A week of pay is equal to forty (40) hours per week. This amount equals the number of years of service referenced in the union contract.

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

**7.7.3 Voluntary Layoff.** A displaced employee eligible for layoff may select severance after the re-bid process though a comparable position may be available. The Change team may decide to make this option available prior to re-bid, but it must be approved through Human Resources prior to implementation. Voluntary layoff with severance will entail a three week notice of termination from employment, and with no recall or redeployment rights.

## **7.8 Recall.**

**7.8.1** Displaced Employees, who have not secured a position from the other options under Article 7.5 Reassignments and 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.

**7.8.2 Notification to the Employer of continuing interest.** 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.

**7.8.3 Recall to Last Department.** 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 (as defined in Article 7.5.1.3 Eligibility) from their department on recall.

- a.) Managers will contact human resources when there is an open position within their department that is a match for an employee on recall. This position does 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 employee's return to work.
- c.) See Comparable Job guidelines in Article 7.5.3.4.

**7.8.3 Recall to Other Department.** Employees on recall must review the job postings for open positions outside of their last department. Employees interested in being considered and given preference for an open position outside of their last department must notify Human Resources within seven (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 in Article 7.5.3.4.

**7.8.4 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.

**7.8.5 Recall Following Loss of Benefits.** An employee may also elect recall (without severance) if at any time during the thirty (30) day rebid period the employee accepted a position that resulted in a loss of benefit eligibility

## **ARTICLE 8 - EMPLOYMENT PRACTICES**

**8.1 Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal nondiscrimination 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.

**8.1.1 Americans with Disabilities Act (ADA).** Where the requirements of the ADA conflict with this Agreement, the ADA shall supersede this Agreement.

**8.1.2** 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.

**8.1.3 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.

**8.2 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.

**8.2.1 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.

**8.3 Discipline/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 one (1) year and documentation of written warnings be removed after two (2) years, provided there are no similar instances of discipline in the intervening period.

The parties will meet within sixty (60) days of ratification to review what is currently centrally tracked and make recommendations on additional items to track and methods for tracking requested information.

**8.3.1 Request for Removal of Discipline.** Employees requesting removal of discipline per Article 8.3 will submit the "Removal of Discipline" form to their 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.

**8.4 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.

**8.4.1 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.

**8.4.2 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.

**8.4.3 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.

**8.4.4 Ninety-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 Section 7.11.

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.

**8.4.5 FTE Changes.** If an employee requests to increase their FTE, and the department manager approves, the above posting procedures (Article 8.4.1 and 8.4.2) will apply. Just the approved FTE increase would be posted.

If an employee requests to decrease their 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.

**8.5 Certification/Registration.** All employees subject to this Agreement should seek continuous advancement in their performance, productivity, skills, and knowledge which may include certification or registration. Failure to achieve this objective within a reasonable period of time may adversely affect an employee's opportunity for continued employment with the Employer. Attaining these objectives will be considered in regard to promotional opportunities.

**8.6 Evaluations.** The Employer shall maintain an annual employee evaluation system.

**8.7 Uniforms/Personal Grooming.** Uniforms shall be neat, clean and presentable. Employees' personal grooming will adhere to Swedish Medical Center policies. Such policies shall be uniformly applied to all employees of the Employer.

**8.8 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.

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

**8.10 Travel.** An 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.

**8.11 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.

**8.12 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.

Every effort will be made by the Employer to provide reasonable advanced notice of mandatory education. To ensure employees have the ability to complete mandatory education, when possible, a minimum of two (2) months advance notice will be given of the education requirements.

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, access to computers and/or other tools necessary to facilitate training and professional development, and review the offerings for mandatory education classes to evaluate if enough classes are being offered at appropriate times to accommodate variable shifts.

## **ARTICLE 9 – FLOATING AND MULTI-CAMPUS ASSIGNMENTS**

### **9.1 Floating Assignments.** Floating is defined as:

- 1) A change in home campus work unit for a shift or partial shift (see 9.2 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 campus locations based on the staffing needs of the department(s).

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, whichever is appropriate to the area and has 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.

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.

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.



## **9.2 Multi-Campus Float Pools and Positions.**

**9.2.1 Perioperative Multi-Campus Float Pool.** The Perioperative Multi-Campus Float Pool will be staffed with Surgical Techs who have current operating room experience and shall receive a premium of six dollars (\$6.00) per hour, which shall be included in the employees' regular rate of pay. The Perioperative Multi-Campus Float Pool services the Operating Rooms including Cardiac surgery, if qualified.

**9.2.2 Radiation Therapy and Dosimetry Designated Float Positions.** The Radiation Therapy and Dosimetry Designated Float employees are experienced staff oriented to the cancer institute clinics and float only to those clinics to which they have been oriented. Positions are designated by management. Designated Floats may be floated to any campus at any time. Designated floats shall have a home campus assignment and are paid a \$3.00 per hour premium for all paid hours and are also eligible to receive a two-dollar and fifty cents (\$2.50) cross campus float premium anytime they are floated to a campus that is not their home campus. Cross campus floating needs will be addressed by using the Designated Float Positions first. If there are no floats available, volunteers will be sought first. Employees who float are eligible for any applicable reimbursement for mileage.

**9.2.3 Pharmacy Multi-Campus Positions.** The Pharmacy will create Pharmacy Technician Unit-Based Multi-Campus Float positions, these employees agree to float to any Swedish campus as determined necessary by management. When floating needs arise within the Pharmacy these will be the first individuals who float between campuses and volunteers may be sought. In addition, positions within the pharmacy that have systems related requirements or job duties in which individuals must float between campuses will have the Unit-Based Multi-Campus Float premium added to their base wage, will receive float pay for all hours in which they work at other campuses.

**9.2.4 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 \$1.50 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 9.3 below. Unit managers will determine the number of UB-MCF opportunities for their unit, if any.

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

**9.2.5 Multi-Campus Units.** The following units are required to float across campuses between First Hill and Cherry Hill: Cath Lab, Cherry Hill Interventional Radiology, and EEG Lab/Epilepsy monitoring staff, Pulmonary testing, and Anesthesia. The following units are the only units required to float between all campuses: Sleep Lab and Echo.

**9.3 Multi-Campus Floating & Premiums.** All employees shall have a designated home campus. Each unit may 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. When floating needs arise within a multi-campus unit UB-MCF shall be the first individuals who float between campuses, followed by volunteers, and then a rotation list by seniority. If an employee is reassigned (from a posted scheduled) or volunteers to perform work on a different campus within their designated region, a premium of two dollars and fifty cents (\$2.50) per hour shall be paid for all hours worked at the other campus. Employees working (not on a voluntary basis as described below) on a different campus outside of their designated region shall be paid a premium of four dollars (\$4.00) 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 (11.5). Call shifts outside of an employee’s region will be voluntary.

These premiums shall not apply to a position that was designed to service multiple campuses (except as described in 9.2.1 and, 9.2.2). Article 10.4 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.

**9.3.1** 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-multi-campus designated float 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 positions and/or FTEs at the other campus or establishing a multi-campus unit.

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

**9.3.3 New Multi-Campus Units.** The Employer shall not create new multi-campus units, except when there is mutual agreement between the Employer and union. In the event the Employer and union reach mutual agreement to expand the use of cross campus assignments to a department where the practice does not currently exist per 9.2.4 Multi-campus Units, 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 8.4 Recruitment and Selection, and/or 7.1 Layoffs. 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.

**9.4 Floating Regions.** There are 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, , and Northern Cancer Clinics, North Sleep Centers, Edmonds); 3) South (, Renton, West Seattle Sleep Medicine); 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.

**9.5 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 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 their 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.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

**10.1 Normal Work Day.** The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

**10.2 Normal 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.

**10.3 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.

**10.4 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. Call schedules will be posted ten (10) days prior to the beginning of the scheduled call period.

**10.4.1 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
- c. Floating per Article 9
- d. Volunteers
- e. Per Diem Staff

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

**10.4.2 Voluntary Low Census** When volunteers are sought the following guidelines will be followed: 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 pm to 11 pm, 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 may be given for part or all of the shift as approved by the manager or designee (for example for a 12-hour shift employee is Voluntary Low Census for the first 4 hrs and may be offered voluntary low census for the next four or eight hours or placed on stand by and receive stand-by pay for the last 4 or 8 hrs at the discretion of the manager). The employee has the ability to voluntarily accept or decline the request for low census standby. If the employee declines the stand-by or the alternative start time, they may be requested to work the designated hours and the opportunity for standby status could be given to someone else. If the employee accepts stand-by and is called in the time worked is paid at time and one-half for the remainder of the agreed upon standby hours (for example: Employee is on low census standby from 0700-1100 Employee is called in at 0900. Employee is paid

standby 0700-0900 and time and one half until 1100 then would revert to regular rate of pay).

- D. Expectation is that employee will come into work. If circumstances change & 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 Chart "C" is the best option.

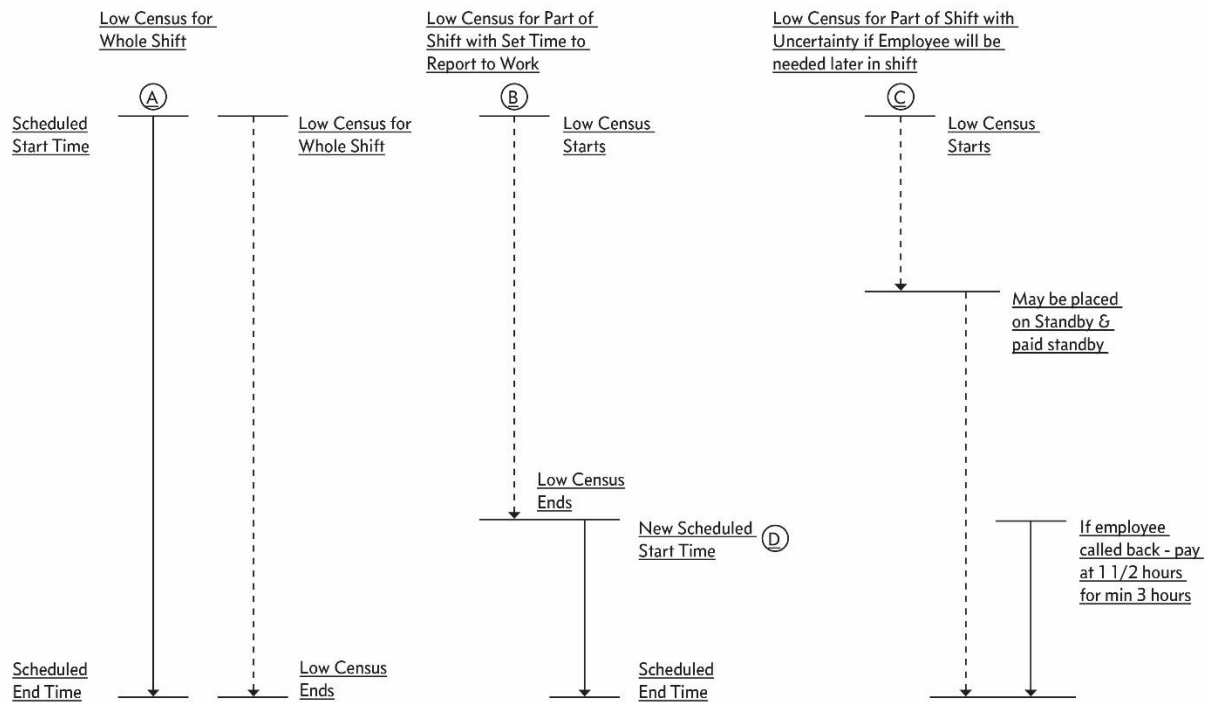
Once an employee goes to standby status it is for the home unit only, not for the house.

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 am for a 7 am 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 Chart



ⓓ Expectation is that employee will come into work. If circumstances change & 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.

**10.4.3 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.

**10.4.4 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. The total number of low census hours will be 4 (four) hours per FTE, up to a maximum of 2500 hours per calendar year. Where low census hours exceed the hours in the fund 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 10.4.1. The total hours will be determined based on the total FTE in the bargaining unit on December 1<sup>st</sup> of the previous year. 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.

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.

**10.4.5 Low Census Tracking.** The Employer will track use of low census hours. 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. 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. The ABC committee may determine the best way to disseminate the information to appropriate units in addition to placing the information, minimally on a quarterly basis, on the Swedish Intranet.

**10.5 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 of eight (8) or more hours in duration (excluding innovative work schedules) and for all time worked beyond the normal work period. All additional overtime hours after twelve (12) consecutive hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the employee's 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. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay, except for paid holiday time off. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 ½) or double time (2x). When an employee is eligible for both time and one-half (1 ½) and double time (2x) pay, the employee shall receive the higher of the two pay rates. Except in the event of an emergency, or for employees on call, or by mutual agreement, no employee shall be required to work more than 17 consecutive hours. 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. 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.

**10.5.1 Ten (10) Hour Shifts.** 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.

**10.5.2 Twelve (12) Hour Shifts.** 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.

**10.5.3 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.

**10.5.4 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.

**10.6 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 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.

**10.6.1 Lactation.** The Employer will comply with all legal requirements concerning lactation, including providing reasonable break and travel time for an employee to express breast milk for their nursing child. 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.

Within ninety (90) days of ratification the Employer will place a list of all designated pumping locations on its internal website.

**10.7 Split Shifts.** Except for unforeseeable emergency situations that may occur, there will be no split shifts unless mutually agreed to by the Employer and employee.

**10.8 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.

**10.9 Rest Between Shifts.** This section shall not apply to flexible work schedules (Section 10.3), continuing education, committee meetings, staff meetings or to time spent on stand-by and callback assignments performed pursuant to Sections 11.4 and 11.5. 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.

**10.9.1 Rest Between Shifts for 8 Hour 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 1/2).

**10.9.2 Rest Between Shifts for 9 Hour Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty 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 1/2).

**10.9.3 Rest Between Shifts for 10 Hour Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty 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 1/2).

**10.9.4 Rest Between Shifts for 12 Hour Shifts** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. 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 1/2).

**10.10 Weekends.** In the event a full-time or part-time employee is required to work two successive weekends, all 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 straight time rate of pay. Every other weekend off cycles 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 pay or overtime position. Overtime 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.

**10.11 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 11 - COMPENSATION**

**11.1 Wage Rates.** 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% across the board increase.

Effective the first full pay period following 7/1/2020, employees will receive 3% across the board increase.

### **Second Year:**

Effective the first full pay period following 7/1/2021, employees will receive 3% across the board increase.

### **Third Year:**

Effective the first full pay period following 7/1/2022, employees will receive 2% across the board increase.

Effective the first full pay period following 1/1/23, employees will receive 2.5% across the board increase based on the wages in effect prior to the 7/1 2022 increase

**11.2 Shift Differential.** Employees assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars (\$2.00). Employees assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars (\$3.00). 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.

**11.3 Recognition for Past Experience.** All employees hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency or equivalent health care

experience (including temporary employment with an employer, without a break in experience which would reduce the level of clinical/technical skills in the opinion of the Employer).

**11.4 Standby Pay.** Employees placed on standby status off Swedish Medical Center premises shall be compensated at the rate of five dollars and twenty-five cents (\$5.25) per hour. Effective the first full pay period following 7/1/2021, the standby rate will be increased to six dollars and twenty-five cents (\$6.25). An Employee shall receive six dollars and fifty cents (\$6.50) per hour for all standby hours over fifty (50) standby hours per pay period. Effective the first full pay period following 7/1/2021, the standby rate for hour all hours over fifty (50) will be increased to seven dollars (\$7.00). 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.

**11.5 Callback Pay.** Any Employee on standby who is called to work shall be compensated at the rate of time and one-half (1 1/2) 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 1/2) for a minimum of three (3) hours. Travel time to and from the Swedish Medical Center shall not be considered time worked. In the event a caregiver is performing callback duties remotely while on standby the employee will be compensated for actual time worked at the callback rate in fifteen (15) minute increments. The employee may be required to provide documentation of work performed remotely. 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 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular straight time rate of pay.

**11.5.1 Callback Relief.** Employees who have worked on call within eight (8) hours of the start of their 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.

**11.5.2 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:

- Review and discuss the data associated with utilization of the call teams, staff turnover, vacancy data and bring forward recommendations to department and organizational leadership.
- 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.
- Review escalated call cases in relation to the developed urgent and emergent guidelines with the intent of responding directly back to the caregiver who escalated the concern. 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.

If a unit Call Staffing Committee cannot reach resolution, the parties can escalate the issue to the ABC Committee.

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
- Other incentivized weekend shifts
- Expanded hours into the evening
- Staffing model changes

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.

### **11.5.3 Call rooms**

Clean and secure call rooms with linens will be available for employees who have a mandatory requirement to return to work within the required time. In the event a call room is not available, and the employee lives outside of the required response time, a hotel voucher will be provided.

**11.5.4 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 11.5.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 11.5.3 (b) will be 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.

<p><b>NOTE: LOW CENSUS</b> – 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.</p>
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**11.6 Lead Technologist.** Any employee assigned as Lead Technologist shall receive an additional two dollars (\$2.00) per hour over the regular rate of pay.

**11.7 Compensation Increases.** 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.

**11.8 Preceptor.** The Employer may assign employees as preceptors. Preceptor duties and assignments are at the sole discretion of the Employer. Employees assigned to preceptor students, new employees, current employees will be eligible for preceptor pay. An employee that is assigned preceptor duties by the department manager will receive a premium of one dollar (\$1.00) per hour.

**11.9 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:

**11.9.1 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.

**11.9.2 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.

**11.9.3 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.

**11.10 Weekend Premium Pay.** Any employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour. 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.

**11.11 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.

**11.12 Certification Pay.** Employees certified in a specialty area by a national or state organization and working in that area of certification shall be paid a premium of seventy-five cents (\$0.75) per hour, provided the particular certification has been approved by the Vice President for the area, or designee, and further provided that the employee continues to meet all educational and other requirements to keep the certification current and in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. Certified employees will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager. Certification pay will not be paid for certifications that are not applicable to the employee's current area of responsibility. Certification pay will not be paid for certifications that are required as a minimum qualification for their position.

**11.13. Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee's hourly wage rate (11.1), shift differential when the employee is regularly scheduled to work an evening or night shift (11.2), and lead pay when the employee has a designated lead position (11.6).

**11.14 Pay Check Errors.** It is recognized that the employee is responsible for completing their 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 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 12 - ANNUAL LEAVE

**12.1 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:	Annual Leave
<u>(2080 hours = 1 year)</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.

**12.2 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. 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. Consideration for time off for annual leave purposes shall be given to employees based upon

length of service. No person shall schedule the same annual leave time off two (2) years in a row unless no other person desires the same time period.

**12.2.1 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. Employees 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.

**12.2.2 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.

**12.2.3 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.

**12.3 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.

**12.4 Work On Holidays.** Employees who work on the following holidays, New Year's 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 1/2) times the employee's 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.

**12.4.1 ..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.

**12.4.2** Employees must use all accrued annual leave prior to taking any time off as unpaid, except that an employee may select the option of unpaid leave for hours beyond eight.

**12.4.3 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.

**12.5 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.

**12.6 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. 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.

**12.7 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 they are eligible will be paid to the employee at the time of the status change.

### **ARTICLE 13 - SICK LEAVE**

**13.1 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.

**13.2 Compensation.** If a full-time or part-time employee is absent from work due to illness or injury or to receive medical diagnosis, care or treatment or out due to the illness, injury or health condition of a family member (including non-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.

**13.3 Notification.** Employees working the first (day) shift shall notify the immediate supervisor or other designated person(s) at least one (1) hour in advance of the employee's 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. Payroll checks shall reflect the number of sick leave hours available.

**14.4 Use of Sick Leave.** The parties recognize that healthy, present employees are essential to the functioning of this organization. The parties also recognize that employees will at times need to be absent for unanticipated reasons. Prior to payment for sick leave in excess of three (3) consecutive days, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge. If an employee anticipates that providing verification of the need for use of paid sick leave will create an unreasonable burden or expense, the Employer must consider the employee's explanation and make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense. Use of sick leave for unauthorized reasons may be grounds for discipline or discharge.

Employees may choose to use paid sick leave when their child's school or place of care has been closed by order of a public official for any health-related reason (not including snow days), or any absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

The Employer will not count the authorized use of paid sick leave in accordance with this section as an absence that may lead to or result in discipline against the employee. In the event of discipline for any other reason related to the use of sick leave, escalating steps of the discipline process will only be triggered within the same rolling calendar year as the first offense.

Disciplines will be tracked centrally and be available for investigations. This information will be by department and include evidence of abuse of sick leave and level of discipline.

## **ARTICLE 14 - HEALTH AND SAFETY**

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

**14.2 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 that will enable the chemically impaired employee to remain in professional practice 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.

**14.3 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.

**14.3.1 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.

**14.3.2 Tuberculosis Exposure Control Program.** All employees working in patient care areas will be provided PPD screenings in accordance with Swedish Medical Center policy. 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 the 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.

**14.4 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 appropriate regulatory agency. The Union shall appoint six (6) employees representing each campus and Home Care Services 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.

#### **14.4.1 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 15 - LEAVES OF ABSENCE**

**15.1** Employees may request and take Medical, Family Medical, Maternity, Parental or Family Leave in accordance with Swedish policies. Swedish Medical, 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 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 family member. For purposes of this section, "family member" is defined under FMLA and applicable state laws and may include the following:
  - i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - ii. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - iii. A spouse
  - iv. A registered domestic partner
  - v. A grandparent
  - vi. A grandchild; or
  - vii. A sibling.
- 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 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 Washington Paid Family and Medical Leave.** Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes approximately thirty-seven percent (37%) of the premium costs as required by RCW 50A.10.030 and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued sick leave and/or annual leave to make up the difference between the compensation received under Paid Family and Medical Leave program and the employee's regular pay, but not to exceed the approximate net earnings the employee would have normally received during a normal work week.

**15.5 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.

**15.6 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 (6) 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.

**15.7 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 & Medical Leave) without loss of

seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

**15.8 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.

**15.9 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.

**15.10 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.

**15.11 Paid Educational Leave.** After completion of one (1) year of continuous employment, full-time employees shall be eligible for up to sixteen (16) hours of paid leave time for educational events each calendar year (pro-rated for part-time employees based on FTE status). Such paid leave shall be subject to the scheduling requirements of the Department and approval by the Employer of the subject matter. Educational leave may be used on an hourly basis for time spent at the educational offering. An evening or night shift employee may request their scheduled shift off, in order to attend an educational event occurring on the preceding or following day shift. Unused educational leave shall not be carried over from one calendar year to the next. When an employee is required by the Employer to attend an event for training purposes, such mandatory training shall be paid by the Swedish Medical Center.

**15.11.1 Education Leave for Employees in positions requiring CEU's as required by a regulatory agency.** Employee shall be allowed paid leave time for educational or professional purposes, after completion of the probationary period. Such leave time shall be subject to the scheduling requirements of the Employer. Educational/professional

leave time may be used on an hourly basis. Educational/professional leave time shall be available on a calendar year basis in accordance with the schedule below. Unused educational/professional leave time shall not be carried over from one calendar year to the next.

<u>FTE Status</u>	<u>Hours</u>
0.8 - 1.0	36
0.6 - 0.79	32
0.4 - 0.59	24
0.1 - 0.3	12

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

**15.13 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.

**15.14 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 8.4.

**15.15 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.

**15.16 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.

**15.17 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 accruals, 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 be granted under the Swedish Medical Center's personal leave of absence policy, except that the employee shall not be required to use their annual leave. For the duration of the leave seniority will accrue at the employee's assigned FTE level (FTE at the time the leave began). 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 greater than twelve (12) weeks may be restricted to only taking two (2) weeks of vacation for the six (6) months following their return from Union leave.

An employee that assumes an interim position outside of the bargaining unit may do so for up to twelve (12) months in length. Bargaining unit seniority will accrue at the employee's assigned FTE level (FTE at the time the leave began). 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.

## **ARTICLE 16 - MEDICAL AND INSURANCE BENEFITS**

**16.1 Health Insurance.** Swedish Medical Center agrees to continue the Swedish PPO Medical Plan with no plan design changes other than those indicated in Appendix F and those required by state or Federal Law. In addition, there will be no premium share increases from 2019.

The Swedish PPO Medical Plan will be the default plan should a newly hired employee fail to make a medical plan election. The Kaiser HMO and HSA medical plans will be offered as a choice, 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 benefits-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.**

For 2020, the premiums (payroll contributions) will be deducted twice-monthly. For plan years in 2021 and later, the premiums may be deducted twice-monthly (24 times per year) or bi-weekly (26 times per year).

**Swedish PPO Medical Plan.** Employees enrolled in the Swedish PPO Medical Plan would pay the following shown as twice-monthly premiums (payroll contributions). Per pay period amount would be less if 26 payroll contributions per year.

<b>Full-Time (0.75 – 1.0 FTE)</b>	<b>Twice-monthly Contributions with Wellness Credit</b>	<b>Twice-monthly Contributions without Wellness Credit</b>
Employee Only	\$3.00	\$35.50
Employee + Child	\$19.00	\$51.50
Employee + Children	\$35.50	\$68.00
Employee + Spouse/Domestic Partner (DP)	\$54.00	\$96.50
Employee + Spouse/DP + Child	\$70.00	\$112.50
Employee + Spouse/DP + Children	\$86.50	\$129.00
<b>Part-Time (0.5 – 0.74 FTE)</b>	<b>Twice-monthly Contributions with Wellness Credit</b>	<b>Twice-monthly Contributions without Wellness Credit</b>
Employee Only	\$3.00	\$35.50
Employee + Child	\$84.00	\$116.50
Employee + Children	\$165.00	\$197.50
Employee + Spouse/DP	\$195.50	\$238.00
Employee + Spouse/DP + Child	\$276.50	\$319.00
Employee + Spouse/DP + Children	\$357.50	\$400.00

For plan year 2020, employees enrolled in the PPO plan will automatically pay the twice-monthly costs with Wellness credit as shown above.

**Swedish Kaiser of Washington HMO.** For plan year 2020, employees enrolled in the Kaiser HMO Medical Plan will pay the following twice-monthly premiums (payroll contributions):

<b>Full-Time (0.75 – 1.0 FTE)</b>	<b>Twice-monthly Contributions with Wellness Credit</b>	<b>Twice-monthly Contributions without Wellness Credit</b>
Employee only	\$28.78	\$45.45
Employee + child(ren)	\$83.38	\$100.05
Employee + spouse/ DP	\$103.11	\$136.45
Employee + family	\$157.66	\$191.00
<b>Part-Time (0.5 – 0.74 FTE)</b>	<b>Twice-monthly Contributions with Wellness Credit</b>	<b>Twice-monthly Contributions without Wellness Credit</b>
Employee only	\$43.78	\$60.45
Employee + child(ren)	\$116.53	\$133.20
Employee + spouse/ DP	\$148.01	\$181.35
Employee + family	\$220.81	\$254.15

For plan year 2020, 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 2020, employees enrolled in the HSA Medical Plan will pay the following twice-monthly premiums (payroll contributions):

<b>Full-Time (0.75 – 1.0 FTE)</b>	<b>Twice-monthly Contribution</b>
Employee only	\$0
Employee + child(ren)	\$12.00
Employee + spouse/ DP	\$20.00
Employee + family	\$32.00
<b>Part-Time (0.5 – 0.74 FTE)</b>	<b>Twice-monthly Contribution</b>
Employee only	\$12.50
Employee + child(ren)	\$32.00
Employee + spouse/ DP	\$45.00
Employee + family	\$64.45

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 Swedish PPO Medical Plan:**

For each plan year covered by the contract, employees enrolled in the Swedish PPO Medical Plan will receive up to \$780 annual premium credit, payable as a payroll deduction premium credit, based on 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 Kaiser of Washington HMO Medical Plan:**

For each plan year covered by the contract, employees enrolled in the Kaiser HMO Medical Plan will receive up to \$400 annual premium credit, payable as a premium credit for each pay period medical premiums are collected, for participation in the wellness program. Employees can also receive up to 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 Kaiser 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 each plan year covered by the contract, employees enrolled in the HSA Medical Plan will receive up to \$700 as a contribution to the Health Savings Account based on participation in the wellness program, as well as up to 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 who are newly hired or newly benefits-eligible will receive the full health incentive amount in the first year of their enrollment; the incentive will amount will depend on which plan they elect. Employees who elect the Swedish HSA Medical Plan with an effective date of July 1 or later in the year, the employee will automatically receive 50% of the maximum health incentive contribution subject to regulations and payroll cycles.

**16.1.3 Dependent Premium Share.** For employees with a 0.75-1.0 FTE who enroll an eligible dependent in the Swedish Kaiser HMO or HSA medical plan, the Employer will pay at least seventy percent (70%) dependent premium for the plan years 2019 through 2023. 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, or \$69.23 based on 26 bi-weekly deductions per year, 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 \$7,900 (single) /\$15,800 (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.

Benefits-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 PPO 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.** Three (3) dental coverage options, one base plan and one which provides orthodontia coverage and one Dental HMO (based on home zip code), 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 dental coverage. The 2020 dental and vision plan design summary and premiums (payroll contributions) are attached as Addendum M.

**16.1.6 Wellness Program – Choose Well.** To encourage a culture of health and wellness, Swedish Medical Center will offer their members a Wellness Program as described in Addendum F and as modified by the Labor Management Benefits Committee.

**16.1.6.1 Wellness Program – Choose Well: Health Incentive Appeals.**

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 or health incentive have the right to an appeal by submitting through the Wellness Program. If the employee is dissatisfied with the response, the employee may appeal to the Labor Management Wellness Appeals Committee within three (3) months of the end of the prior plan year (e.g. health incentive appeal for the prior plan year can be submitted to the committee up until Mar. 31<sup>st</sup> of the next plan year). The Union will appoint three (3) members of the committee and the Employer will appoint three (3) 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 premium, 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 September 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 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.

**16.3 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.

**16.4 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 employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week. Employees 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 while on an approved workers' compensation leave.

**16.5 Back-up Child Care and Elder Care.** Swedish will maintain a back-up child and elder care benefit equivalent or greater to the Bright Horizons benefit described to the Union on March 8, 2020 in terms of the types of services and amount of care provided as well as the amount of financial responsibility borne by the employee utilizing the benefit. In the event Bright Horizons ceases offering such services, Swedish will meet and confer with the Union regarding a potential replacement vendor.

## **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.

Employees participating in the Swedish Defined Benefit Plan are able to enroll in the 401(k), however, they are not eligible for matching contributions or employer basic contributions while they continue to accrue benefits under the Swedish Defined Benefit Plan.

**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. 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 forty-five (45) days of hire and will have two percent (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 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.

**16.7 Plan Changes.** In the event the Employer modifies its current benefit plans, or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least ninety (90) days prior to the intended implementation date. The implementation date is the effective date of the new plan.

## **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/grievant 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 12.4 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 fourteen (14) 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/grievant'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 fourteen (14) 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 Employer within twenty-one (21) calendar days following the receipt of the written reply from Step 3. The arbitrator will be selected determined from the listing of arbitrators listed below. The parties will establish a shared tracking system to ensure proper rotation of arbitrators. 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 twenty-one (21) days of receipt of the arbitrator's letter listing available dates for hearing. Arbitrations with no attempt to schedule within three hundred and sixty-five (365) days from the date of notification shall be considered withdrawn by the grievant, unless extended by mutual agreement.

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

1. Richard Ahearn
2. Mutually agreed upon arbitrator
3. Alan Krebs
4. Mutually agreed upon arbitrator
5. Michael Cavanaugh
6. Gary Axon
7. Timothy Williams
8. Richard Humphreys
9. Michael Merrill
10. Mutually agreed upon arbitrator

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 Mutually Agreed Mediation.** The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission. The parties' agreement to mediate a grievance does not alter the rights and obligations of either party under the grievance procedure, unless otherwise agreed in writing.

**17.7 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.

**17.8 State and Federal Laws.** Grievances alleging a violation of state and/or federal laws may only be processed through Step 3 of this grievance procedure. If the matter cannot be resolved as a result of this process, it may be submitted by the Union to the appropriate administrative agency for further adjudication.

**17.9 Expedited Grievances.** By mutual agreement the parties may agree to expedite the grievance procedure, including: (1) expedited arbitration, (2) skip one step in existing process, (3) ability to file multi-unit grievances, (4) use of FMCS grievance mediation services, or (5) use of two-person trained issue resolution advisor team (one from union one from employer) in lieu of an existing step in current process

## **Article 18: Organizational Equity and Inclusion (OEI)**

During negotiations for the 2019-2023 successor agreement, the parties agreed to the following regarding a new staff focused Organizational Equity and Inclusion (OEI) Joint Labor Management Committee.

Patients and staff alike deserve a diverse and valued workforce where everyone is treated with respect, dignity, and equity. Each and every caregiver is entitled to a just and supportive work environment, where all caregivers are treated with dignity and respect, regardless of sex, race, age, disability or any other personal characteristic.

The Employer will commit to work with the Union to enable greater accountability, culture

change, prevention, reframing, resourcing, and systemic change.

## **18.1 Equal Opportunity and Nondiscrimination**

As described in the contract Equal Opportunity (Article 8.1). The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws.

## **18.2 Harassment**

**18.2.1** The Employer is committed to providing a work environment free from unlawful harassment. As stated in current Swedish policy, the Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

**18.2.2 Sexual Harassment.** No employee shall be subjected to discrimination in the form of sexual harassment, defined as (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment; or (2) unwelcome and unsolicited language or conduct that is of a sexual nature or is based on the recipient's sex, gender identity, or gender expression and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive work environment. The Employer makes available annual sexual harassment prevention and response training for all supervisors, managers, and bargaining unit members.

## **18.3 Hiring of an Organizational Equity and Inclusion Leader**

Swedish commits to the hiring of an individual to lead organizational equity and inclusion efforts. As part of the hiring process of this new leader in 2020, Swedish will include two (2) Swedish Medical Center employees represented by SEIU Healthcare 1199NW selected by the Union in the interviewing of candidates. The employees will be paid for their time in supporting this work.

The Organizational Equity and Inclusion Leader will engage in the labor management change process .

## **18.4 Organizational Equity and Inclusion Joint Labor Management Committee**

A new Swedish Organizational Equity and Inclusion Joint Labor Management Committee will be established within four (4) months of contract(s) ratification. The new committee will be comprised of ten (10) caregivers represented by SEIU chosen by the union, the organizational equity and inclusion leader, two HR representatives and three Swedish operational managers. Other ad hoc guests including other Swedish Medical Center employees can be selected by joint

agreement from labor and management.

The committee will meet every other month. Employees will be paid for their involvement in the meetings.

The committee will be empowered to promote leadership discussion, awareness and improvement that will identify and embrace the following to achieve a workplace where each and every caregiver is entitled to a just and supportive work environment:

- Understanding diverse perspectives,
- Valuing diversity and creating inclusion,
- Challenging biases in hiring, promotion and work performance.

#### **18.4.1 Workshops**

Members of the Labor Management Committee will attend at least two (2), all-day (16-hours total) in person workshops. One of these workshops will be done with labor and management separate and one will be done together. The workshops are intended to increase skill and awareness on hidden bias, cultural competency, and leadership skills. The parties will jointly select two (2) independent facilitators within sixty (60) days after the committee is established. The facilitators will be paid by the Employer. The workshops will be on paid time for all committee members.

#### **18.4.2 Work Plan**

Next steps and a work plan for the committee will be developed following the initial workshops. The committee will create a work plan that includes identification of issues within the workplace that require attention.

The committee will develop a work plan that will include data sharing, data analysis, and identify concrete solutions for any and all issues identified. The labor management process will be an action-based systemic strategy including but not limited to the following: Trauma-Informed Care Strategies, Survivor-Centered Approaches, Anti-Racist and Anti-Racism practices, and Improving Workplace Culture.

In recognition of the diversity of the EVS department, the first OEI pilot training, determined by the committee will be conducted within the EVS department as soon as practical on ratification.

#### **18.4.3 Committee Topics**

The Organizational Equity and Inclusion Joint Labor Management Committee shall focus on the following areas of concern in their initial workshops and meetings and produce a report that outlines suggested improvements on the following topics:

1. Work authorization and re-verification: Review the Employer's approach to how it responds to the Work authorization and re-verification processes in light of applicable law.

2. SSA no-match letters: Review the Employer's approach to how it responds to the Social Security Administration "no-match" letter.
3. Change in Social Security Number or Name and E-Verify: Review the Employer's approach to changing SSNs or names in its systems and E-Verify procedures.
4. Recognition of alternative holidays: Evaluate current process and determine what improvements can be made to give employees time off for a recognized holiday that is more important to the employee's personal belief system, e.g. Eid- al-Fitr, Yom Kippur, etc. This review will include consideration of how the current Prime Time Vacation Scheduling process may be improved.
5. Police and security accountability: Review processes and changes to ensure employees feel safe to advocate on behalf of patients. As part of this, the committee may recommend suggested training for the Swedish Medical Center security team. Any immediate concerns with regard to interactions with police or security can be escalated to the employee's supervisor or manager.
6. Review all Swedish Medical Center policies that pertain to discrimination, harassment, equity and inclusion. Develop processes for capturing, and analyzing pertinent data.
7. Provide input on the sexual harassment training provided by the employer and receive a report on the trainings.

#### **18.4.4 Urgent Action Structure**

Swedish will designate an HR business partner to be the point person for concerns related to Organizational Equity and Inclusion. Every other month (opposite of Organizational Equity and Inclusion Joint Labor Management Committee meeting) the designated HR business partner will meet with one SEIU represented employee and one SEIU organizer. This team will be responsible for reviewing escalated and/or unresolved issues related to OEI. This team will be accountable to the OEI Joint Labor Management Committee, and that group will develop the methodology for working together and for resolution. The timeline for starting this team will be jointly determined within nine (9) months. Until this team has started its work, any complaints requiring urgent resolution will go to the OEI committee or, as with any complaint, may also be resolved via the grievance procedure.

### **18.5 Complaints**

Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor and/or manager and Human Resources business partner for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop or address any inappropriate behavior. Managers and delegates will receive additional support for responding to discrimination and harassment complaints and escalate concerns to the Organizational Equity and Inclusion Joint Labor Management Committee.

The Employer will investigate and use dispute resolution to review issues that can go beyond legal definitions of discrimination and harassment. This can include behavior that violates our values in treating each other with dignity and mutual respect and justice to promote a culture that fosters unity and reconciliation.

Human Resources business partners will participate in additional training on the prevention and response of workplace discrimination and harassment at all levels and will provide a report to the Organizational Equity and Inclusion Joint Labor Management Committee to improve their skills and competencies.

## **2.16 Commitment to No Retaliation**

There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals have a specific allegation of discrimination, Human Resources will be involved to work through those concerns and share a plan to address.

The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt action will be taken to stop the harassment immediately and to prevent its reoccurrence.

## **18.7 Restroom Equity**

The Employer shall provide that all employees have adequate access to all-gender restrooms in their work locations, this includes reasonable allowance of travel time. It is the Employer's intent to make as many restrooms all-gender as possible and update signage.

## **18.8 Religious accommodation**

The Employer will make every effort to accommodate the religious needs of its employees, including the following: 1) scheduling of breaks in accordance with the prayer schedule of the employee; 2) providing a reasonably comfortable and private location for praying with access to washing facilities; 3) allowing for adequate time for prayer and travel time between the prayer area and workspace; 4) allowing employees to use a phone, watch, or other tool to remind them of their prayer schedule; and 5) providing other accommodations as necessary.

## **18.9 Immigration-Related Audits, or Raids/Detentions Employment**

**18.9.1** The employer shall, as soon as practicable and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an audit, raid or detention, affecting bargaining unit members, and provide the name, contact information, and detention location of any employee detained for immigration-related reasons by law enforcement or immigration officials.



**18.9.2** The Employer may not require an employee to meet with Immigration Customs Enforcement (ICE).

## **ARTICLE 19 - NO STRIKE--NO LOCKOUT**

**19.1 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.

**19.2 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.

**19.3 No Lockout.** The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

## **ARTICLE 20 - GENERAL PROVISIONS**

**20.1 Legality.** Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, 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.

**20.2 Changes/Amendments.** Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**20.3 Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

**20.4 Complete Agreement.** 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 21 - LABOR MANAGEMENT COMMITTEES**

**21.1 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, proposing resolutions to:

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

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

**21.1.3** 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 delegate to it by the ABC Committee.

**21.2 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 their 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.

**21.3 Compensation.** Union members who participate in the labor management process shall be paid at the appropriate contract rate. Union members who participate in the labor management meeting shall be released thirty (30) minutes prior to the actual meeting for preparation purposes.

**21.4 Labor Management Benefits Committee.** 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. Comparing behavioral health networks, including but not limited to Optum, Premera, and Lyra, comparing:
  - a. Total number of providers, total number of providers accepting new clients, total number of specialists, total number of specialists accepting new clients, the strengths in coverage and gaps in coverage, and any other considerations the committee deems relevant

The Committee will jointly provide a recommendation about the potential network switch for plan year 2021, with the Plan fiduciary retaining ultimate responsibility for the network/administrative decision.

The transition period from ratification until plan year 2021 will include:

- i. Joint communication about the decision-making process, potential network change, and promotion of the Behavioral Health Concierge service
- ii. A transition of care plan, including outreach to those who may choose to switch providers with a list of in-network providers
- iii. Additional transition of care coverage that individuals may need

2. Set points goal for health incentive program design.
3. Reviewing identified employee progress toward the Wellness point goal and recommending additional outreach or assistance based on trends or progress by various employee groups
4. Pharmacy benefit and cost control
5. Consumer education and prudent health care purchasing
6. Prevention strategies
7. Enhanced case management services
8. Effective disease management programs
9. Maximizing pharmacy education to avoid adverse drug interactions
10. Drafting a joint message with information about possible billing errors and a process and support system to resubmit possible billing errors since January 1, 2019 (for example Emergency Department bills that were not solely subject to copay). The joint message will also include benefit options, preferred network providers, and ways to address billing concerns.

11. Explore options and viability of the potential to have onsite employee health clinics

To address these issues, the parties will establish a Labor Management Benefits Committee with representatives from each bargaining unit. The Union will appoint up to ten (10) bargaining unit representatives to include one (1) organizer to the committee. The Employer will appoint up to ten (10) management representatives, including a medical plan and pharmacy benefits manager (Providence Health Plan) representatives, Ombudsperson, behavioral health professional and Swedish Billing Office representative. The committee shall be advisory and shall meet at least quarterly and more often as mutually agreed. The Union shall appoint one (1) bargaining unit member as committee co-chair. In guiding the committee's work, utilization data and costs, among other data shall be reviewed. If the committee comes up with any mutually agreed upon recommendations for any changes, the Union and management shall convene a meeting to review the recommendations. The Human Resources' Caregiver Benefits and Well-being team and medical plan representative(s) will be invited to present information relevant to the Swedish Medical Center's Health Plan on a quarterly basis.

**21.5 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.

**21.6 Compensation and release from work.** 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 committee process shall be paid by the Employer in order to prepare and participate, including

for caucus time before and after joint meeting time. Caucus time will not exceed ninety (90) minutes. Employees will be released from work to participate, per Article 20.5 Support for Committee Participation. Paid release time will be limited to four (4) hours when meetings are scheduled at shift start and end times. Additional release time **may** be granted if combined meeting and caucus time exceeds four hours.

If the meeting cannot be scheduled at the start or end of a shift and necessitates additional release time in excess of four (4) hours, the parties will discuss and agree if additional paid release time is needed.

Should the meeting and caucus time end prior to the end of the release period, the employee shall report to their manager or charge RN/lead to evaluate the needs of the unit/department. If the employee is not needed on the unit, this time will be used to complete mandatory education or other duties as assigned.

### **21.7 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 22 - JOINT EMPLOYER TRAINING AND EDUCATION FUND**

**22.1 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-half (1/2%) percent of the gross payroll of the TECH 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.

**22.2 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.

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

**22.4 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.

**22.5 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.

## **ARTICLE 23 - TERM OF AGREEMENT**

This Agreement shall become effective April 6, 2020 and shall remain in full force and effect until the 30<sup>th</sup> day of June 2023 unless changed by mutual consent. Should the Union desire to

change, modify or terminate the Agreement upon the expiration date, written notice must be given to the Employer by certified mail at least ninety (90) days before the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

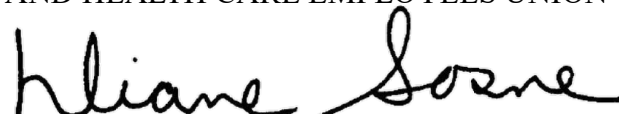
SWEDISH MEDICAL CENTER

\_\_\_\_\_  
Guy Hudson, Chief Executive Officer  
(Swedish Health Services)


\_\_\_\_\_  
Margo Bykonen, Swedish Chief Executive

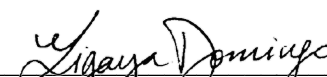
\_\_\_\_\_  
Keegan Fisher, Chief Human Resources  
Officer


SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION


  
\_\_\_\_\_  
Diane Sosne, President



  
\_\_\_\_\_  
Jane Hopkins, Executive Vice President

  
\_\_\_\_\_  
Robin Wyss, Secretary Treasurer

  
\_\_\_\_\_  
Ligaya Domingo, Education Director

  
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Marietta Rendlen, Deputy Member Program  
Director

  
\_\_\_\_\_  
Yolanda King-Lowe, Lead Organizer

  
\_\_\_\_\_  
Clarence Holmes, Lead Organizer  
  
\_\_\_\_\_  
Nathan Hinman, Lead Organizer

**ADDENDUM A**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**SIXTEEN (16) HOUR SHIFT WEEKEND SCHEDULE**  
**RADIOLOGY DEPARTMENT ONLY**

In accordance with Section 10.3 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 (16) hour schedules will participate in the position bid process. There will be no “bumping” of employees by sixteen (16) hour employees.

**ADDENDUM B**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**NINE (9) HOUR SHIFT SCHEDULE**

In accordance with Section 10.3 of 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 10.6 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.
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 C**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**TEN (10) HOUR SHIFT SCHEDULE**

In accordance with Section 10.3 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 10.6 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.
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 D**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**TWELVE (12) HOUR SHIFT SCHEDULE**

In accordance with Section 10.3 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 (12 ½) hours to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute rest breaks. (See section 10.6 of 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 (13<sup>th</sup>) hour, will be paid at the rate of two times (2x) the regular rate of pay.
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 E**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**VARIABLE DEFINED HOURS SHIFT SCHEDULE**

In accordance with Section 10.3 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 10.6 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 twelve (12) hour shift, all overtime hours, including the thirteenth (13<sup>th</sup>) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Premium Not Applicable.** Section 10.9, 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**  
**DOSIMETRISTS FLEXIBLE WORK SCHEDULE**  
**FOR THE FULL TIME EMPLOYEE**

In accordance with Section 10.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a 40 hour work week with overtime only paid after working 40 hours in a work week as defined by employer. Once established, employees will have the choice to work in the flexible work schedule or to remain in regular contractual work schedules. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The Dosimetrists Flexible Work Schedule may include, subject to patient care needs, such things as unpaid breaks during the work day in which the employee is free to do other things and/or working longer hours one day and shorter hours another day in the same work week. This work schedule shall include one (1) thirty (30) minute unpaid meal period for each shift of five (5) or more hours and one (1) fifteen (15) minute paid rest break for each half shift of four (4) hours or more duration. (See section 10.6 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 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. Daily overtime and double time provisions as described in Section 10.5 shall not apply to this flexible schedule.
3. **Premium Not Applicable.** Section 10.9, Rest Between Shifts and Section 10.10, Weekends, shall not apply to this flexible schedule.
4. **Discontinuance of Schedule.** Dosimetrists flexible work shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the Dosimetrists Flexible Work Schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

**ADDENDUM G**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**SWEDISH WELLNESS PROGRAM CHOOSE WELL**

The parties agree to work together to evaluate the 2021 Choose Well program in partnership with Kaiser Permanente that will be designed to be accessible and inclusive of everyone in the workforce. We can promote health and well-being so caregivers are able to provide high quality care, and improve the value of each dollar spent on healthcare benefits for both Employees and the Employer. Accordingly, the parties agree to jointly design a new and innovative “Choose Well” program. The following principles to guide the work will include but are not limited to:

- Identifying wellness activities that are shown to be effective in promoting health and wellness, including: screenings, preventive care, primary care, dental care, and smoking cessation
- Creating a health assessment that is culturally inclusive and not invasive
- Focus on strict confidentiality and data security
- Emphasis on positive reinforcement that encourages participation and removes barriers
- Joint wellness launches and joint-messaging about the wellness program
- The Benefits and Well-being Committee will meet within 6 weeks of ratification to determine the work plan and frequency of meetings.
- Paid release for Benefits and Well-being Committee members to execute the launch
- Connection to other benefits and on site health and well-being services (including the Chronic Disease Management program)

Staff who enroll in benefits will automatically receive the 2020 Choose Well PPO or HMO premium rate, regardless of whether they completed any or all of the 2019 Choose Well activities.

While the parties work together to design the 2021 Choose Well program, activities to be completed in 2020 to earn the incentive will be:

- Health assessment
- Flu vaccination
- Primary care provider or behavioral health provider visit attestation

For each plan year covered by the contract, the parties agree to the following program adjustments:

- Swedish management will ensure that employees are encouraged and provided access to complete benefits and well-being activities.

- The Benefits and Well-being 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 Benefits and Well-being Committee will be released and made available to answer questions at drop-in events with computer access and translation services. 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.



## **ADDENDUM H**

### **By and Between**

**Swedish Medical Center**

**and**

**SEIU 1199NW**

1. 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 each plan year covered by the contract, or as otherwise defined. Providence Health Plan administers the Swedish PPO Medical Plan and leases the Premiera Blue Cross network for medical services. Providers available through the Optum network will be available at an in-network rate. The parties agree that the Optum network for mental health/chemical dependency services will be subject to a determinative comparison and possible replacement process for plan year 2021. The Plan fiduciary retains the ultimate responsibility for network/administrative decisions.
2. The deductible for the Swedish PPO Medical Plan is shared between Tier I (ACO network) and Tier II (Other In-Network) providers. The deductible in effect in 2019 for in-network services, which is \$350 per person / \$700 max per family, will be unchanged for the life of the contract.
3. The annual out-of-pocket maximum for the Swedish PPO Medical Plan is 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) have 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 are subject to a flat copay, not subject to deductible. 1<sup>st</sup> visit of the calendar/plan year: \$150 copay / 2<sup>nd</sup> visit of the calendar/plan year: \$200 copay / 3<sup>rd</sup>+ visit of the calendar/plan year: \$250 copay. The copay will be waived if the Plan member is admitted within twenty-four (24) hours.
6. The Swedish PPO Medical Plan includes all outpatient lab (facility and/or professional fees) with a Tier II (Other In-Network) provider will be 20% coinsurance, after deductible.
7. The Swedish PPO Medical Plan covers 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 includes coverage for Gender Dysphoria, including prescriptions, behavioral health, and/or gender reassignment surgery.
9. The Swedish PPO Medical Plan prescription drug annual-out-of-pocket maximum is \$1,500 per person / \$3,000 max per family in the calendar/plan year.

10. The Swedish PPO Medical Plan includes 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.
11. The fiduciary will identify a group of Tier I physical therapists and/or clinic(s) in the Puget Sound area within 16 weeks of contract ratification. The Employer will review this with the Labor Management Benefits Committee.
12. The Swedish PPO Medical Plan includes the Benefit Maximum for Alternative Care (Acupuncture, Massage Therapy) with twelve (12) visits per calendar/plan year.
13. The Swedish PPO Medical Plan includes the Benefit Maximum for Chiropractic Care with twelve (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 are not available to members who waive medical insurance coverage. Members who waived medical coverage prior to 2016 and are receiving the credit will be grandfathered, where they will continue to receive the same waive credit should they continue to waive coverage without interruption.
16. Employer-paid basic life insurance coverage is 2x annual pay. Coverage amounts over \$50,000 continue to be subject to IRS imputed income rules.
17. Employer-paid long-term disability insurance is 60% of base pay, after 180-day waiting period, up to a maximum of \$10,000 per month.
18. Swedish PPO Medical Plan in-network behavioral health outpatient visits have a \$0 copay.
19. Swedish PPO Medical Plan in-network virtual tele-health visits have a \$0 copay.
20. Effective January 1, 2021, caregivers working full-time (0.75 to 1.0 FTE) who earn less than \$60,000 per year will receive the Swedish PPO medical plan with \$0 premiums (no payroll contributions) for the caregiver and their covered family members. Additional details:
  - a. This plan option will be for the full-time caregiver (0.75 to 1.0 FTE) and their covered family members, have no Choose Well participation required.
  - b. Income is calculation each year using the caregiver's base hourly rate, plus applicable premium pay multiplied by their regularly schedule FTE status in our payroll system.

## **SWEDISH MEDICAL CENTER**

### **SEIU HEALTHCARE 1199NW**

## ADDENDUM I

The following is a brief summary of coverage levels by the plans. The summary plan description and its attached updates, and DeltaCare USA's Certificate of Coverage, provide more complete details regarding the terms of coverage.

The DeltaCare USA's DHMO will be offered in those zip code areas defined by DeltaCare USA based on the availability to their contracted primary care dentists.

### Dental Coverage

Coverage	DeltaCare USA DHMO	Delta Dental PPO 1500	Delta Dental PPO 2000
<b>Annual deductible</b>	None	\$50 per person \$150 per family	\$50 per person \$150 per family
<b>Diagnostic and preventive</b> (deductible does not apply)	Subject to DeltaCare USA schedule of benefits with basic preventive as defined by DeltaCare USA	100% for PPO dentist 80% for Premier or non-PPO dentist	100% for PPO dentist 80% for Premier or non-PPO dentist
<b>Restorative</b>	Subject to DeltaCare USA schedule of benefits	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
<b>Major</b>	Subject to DeltaCare USA's schedule of benefits	50% after deductible	50% after deductible
<b>Annual maximum</b>	None	\$1,500 per person	\$2,000 per person
<b>Orthodontia</b>	Subject to DeltaCare USA's schedule of benefits	Not covered	50% after \$50 lifetime deductible \$2,000 lifetime maximum

### Vision Coverage

Coverage	VSP Vision Plan
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<b>Eye Exam</b>	Exam covered in full once every 12 months after \$15 copay
<b>Prescription lenses</b>	Lenses covered in full – every 12 months <ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating</li> <li>• Polycarbonate lenses for dependent children</li> </ul>
<b>Frame</b>	Every 24 months. Frame of your choice covered up to \$120 (or up to \$65 at Costco), then 20% off any out-of-pocket costs
<b>Contact lens care</b>	Available benefit of up to \$200 every 12 months in lieu of prescription glasses

For plan year 2020, employees enrolled in the Dental 1500, Dental 2000 or Vision plans will pay the following twice-monthly premium (payroll contributions):

#### **Dental/Vision Premiums**

<b>Full-time (0.75-1.0 FTE)</b>			
<b>Coverage</b>	<b>Delta Dental PPO 1500</b>	<b>Delta Dental PPO 2000</b>	<b>VSP Vision</b>
Caregiver only	\$0	\$3.76	\$2.82
Caregiver + child(ren)	\$4.78	\$11.22	\$5.08
Caregiver + spouse / DP	\$7.45	\$14.98	\$5.65
Caregiver + family	\$12.74	\$23.21	\$8.48

Part-time (0.5-0.74 FTE)			
Coverage	Delta Dental PPO 1500	Delta Dental PPO 2000	VSP Vision
Caregiver only	\$4.96	\$8.72	\$4.52
Caregiver + child(ren)	\$11.68	\$18.12	\$8.14
Caregiver + spouse / DP	\$14.89	\$22.42	\$9.04
Caregiver + family	\$22.30	\$32.77	\$13.56

**ADDENDUM J**  
**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 thirty-six (36) hours per schedule period. 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. Increasing per diem availability will be discussed at the ABC committee.
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 (10.8, Premium Pay).
4. Per diem employees will be cancelled prior to regular staff in the event of a decrease in census or unit activity (Article 10.4.1, 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.

## 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 Union's and management's efforts.

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.

This Letter of Agreement applies to Quality Improvement – Re-engineering only and does not apply to restructuring resulting from mergers, acquisitions, or alliances with other organizations.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION



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June Altaras, Swedish Chief Executive

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Diane Sosne, RN, President

## **MATERNAL FETAL SPECIALTY CENTER SOCIAL WORKERS, CLINICAL SOCIAL WORKER CASE MANAGERS, AND ARS COUNSELORS**

1. Swedish Medical Center agrees to extend all the terms set forth in this Agreement to the bargaining unit members in the bargaining unit described in Article 1.2, except for as set forth in this Side Letter.
2. Placement on the wage scale:

### **Maternal Fetal Specialty Center Social Workers, Clinical Social Worker Case Managers**

Maternal Fetal Specialty Center Social Workers, Clinical Social Worker Case Managers will be paid at the same rate as Edmonds Social Workers and the Edmonds scale. Upon ratification, caregivers will be placed onto the new Maternal Fetal Specialty Center Social Workers, Clinical Social Worker Case Managers or Counselor scale at the rate closest to their current rate without a reduction in hourly wage. After the initial scale placement, if applicable, the caregiver will have their scale placement adjusted based on years of applicable experience not to exceed a six percent (6%) increase, from the initial scale placement. In the event that a caregiver's initial placement on the scale with applicable experience credit does not equal a three percent (3%) increase, they shall be given a three percent (3%) increase on the first full pay period following ratification.

Effective the first full pay period following 7/1/2020, caregivers below the appropriate scale based on their relevant years of experience will receive an increase up to a maximum of six percent (6.00%).

Effective the first full pay period following 7/1/2021, caregivers below the appropriate scale based on their relevant years of experience will receive an increase up to a maximum of six percent (6.00%).

Effective the first full pay period following 7/1/2022, caregivers below the appropriate scale based on their relevant years of experience will receive an increase equal to the amount required to bring them to the appropriate scale.

Caregivers will have sixty (60) days from when they receive notice of their step placement to request that they be placed at a higher step based on their years of relevant experience in comparable jobs. For each request received the Employer will determine within thirty (30) days whether an upward adjustments in step placement is warranted. The effective date for implementing such an adjustment will be the first full pay period following thirty (30) days after the determination of all requests.

### **ARS Counselors**



The Addiction Recovery Specialist wage scale will be fifteen percent (15%) below the new Maternal Fetal Specialty Center Social Workers, Clinical Social Worker Case Managers or Counselor scale. Addiction Recovery Specialist will be placed on the ARS wage scale at the rate closest to their current rate without a reduction in hourly wage. After the initial scale placement, if applicable, the caregiver will have their scale placement adjusted based on years of applicable experience not to exceed a six percent (6%) increase, from the initial scale placement. In the event that a caregiver's initial placement on the scale with applicable experience credit does not equal a three percent (3%) increase, they shall be given a three percent (3%) increase on the first full pay period following ratification.

Effective the first full pay period following 7/1/2020, caregivers below the appropriate scale based on their relevant years of experience will receive an increase up to a maximum of six percent (6.00%).

Effective the first full pay period following 7/1/2021, caregivers below the appropriate scale based on their relevant years of experience will receive an increase up to a maximum of six percent (6.00%).

Effective the first full pay period following 7/1/2022, caregivers below the appropriate scale based on their relevant years of experience will receive an increase equal to the amount required to bring them to the appropriate scale.

Caregivers will have sixty (60) days from when they receive notice of their step placement to request that they be placed at a higher step based on their years of relevant experience in comparable jobs. For each request received the Employer will determine within thirty (30) days whether an upward adjustments in step placement is warranted. The effective date for implementing such an adjustment will be the first full pay period following thirty (30) days after the determination of all requests.

**3. ABC Subcommittee.** In addition to participation in the ABC Committee, upon ratification a subcommittee of the ABC committee will be created for the purpose of discussing concerns related to working conditions including staffing. The subcommittee will meet to discuss implementation of contractual changes.

**4. Staffing.** Furthermore, we share the goal to advance safety and quality in order to improve the lives of the people we care for. Frontline staff are some of our experts on quality and safety, and workers in every job classification and every setting of the healthcare system contribute in various ways to quality care. By giving voice to frontline workers, patient care will improve.

When positions are unfilled due to vacant positions, vacations, sick calls, or other absences, and where management deems it necessary to staff such positions, 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.

The parties have a mutual interest in increasing patient and employee safety and care. The parties will convene two (2) labor and management groups within thirty (30) days post ratification to review and discuss inpatient and ED social work staffing.

A. Scheduling for Emergency Departments.

Labor and management will meet to discuss the ED schedules for each campus and explore the potential opportunities for 12-hour shifts and 24-hour coverage in the emergency departments. This group will also discuss float needs of social workers including multi-campus, unit based, and unit based multi-campus floats.

B. In-Patient Staffing

Labor and management will meet to discuss inpatient staffing on Saturday and Sunday and evaluate the needs from the last year for patient care on the weekends. This group will also discuss and evaluate float needs of social workers including multi-campus, unit based, and unit based multi-campus floats. This group will also evaluate if there are scheduling options that eliminate or minimize mandatory call requirements.

Upon request campus-based, cross campus, or departmental meetings will be convened between concerned staff and management within two (2) weeks to discuss staffing and seek a resolution to concerns. Staff may request additional meetings, as needed, to resolve the staffing concerns and other campuses as appropriate may be included. 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. Unit based meetings may also be requested per Article 20.2.

5. **Staffing and Scheduling Guidelines Case Management.** Upon ratification of the Collective Bargaining Agreement the Case Management Staffing and Scheduling Guidelines will be revised to reflect the Technical and Professional Collective Bargaining Agreement and will be reviewed in the ABC committee post ratification within sixty (60) days.

6. **Involuntary Treatment Act (ITA) Court.**

When employees are required to be available on a day off for ITA Court, all time waiting will be paid per Article 11.4 and all time in Court will be paid according to Article 11.5.

7. **Seniority.** The following calculation will be used upon ratification to determine the seniority for incumbent Social Workers: years of service (including partial years down to the month) X current FTE X 2080. The results of this seniority calculation will be shared with the union. The employer will provide the union with the seniority calculations for the Counselors within thirty (30) days of ratification and will correct any discrepancies.

8. **Banked Leave.** In recognition of the transition of Social Workers from salaried to hourly wage, the Employer will credit each salaried Social Worker ten (10) hours of paid leave, pro-rated by FTE.
9. **Alternative Work Schedules for Social Workers.** See Article 10.1-10.3 and Addendum E.

**SWEDISH MEDICAL CENTER  
SEIU HEALTHCARE 1199NW  
LETTER OF UNDERSTANDING**

Over the last several negotiations cycles the parties have reached additional letters of understanding. During the negotiations resulting in the 2019 - 2023 Agreements between the parties, certain additional understandings were reached. This letter will serve to memorialize those understandings. The parties further agreed that these understandings will be discussed post-ratification in ABC committee.

**1. 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.

**2. Union Organizing**

Absent unexpected circumstances, Swedish Medical Center's (SMC) philosophy is that on occasions where non-represented employees seek representation by SEIU 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 SMC and the Union. SMC and the Union will determine the appropriate bargaining unit. SMC 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.

**3. 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 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.

#### **4. Paid Negotiation Time**

All paid time afforded will be disbursable among any member of the bargaining team as determined by the union regardless of bargaining unit.

##### **4.1 Paid Release Time for Negotiations**

For contract renegotiations, Swedish Medical Center will provide one (1) hour paid release time for every member of the bargaining unit for the Union's negotiating committee. These monies are intended to supplement the bargaining unit's vacation donations to negotiating team members. The total number of hours available will be determined on the first day of bargaining, based on the total number of represented employees on that day.

##### **4.2 Vacation Donations for Negotiations**

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.

## **5. Use of Sick Leave**

In order to be in compliance with recent law changes, all references to the dependability policy and/or occurrences will be removed from the contract. Discipline for unauthorized use of sick leave will be based solely on substantial evidence. Authorized uses of sick leave include unscheduled or unanticipated absences for the following reasons:

- Washington Family Care Act
- FMLA Leave
- Time loss for workers comp
- Any reasonable accommodation for a qualifying disability
- Pre-approved scheduled absences
- Callback relief as specified in 11.5.1
- Occupational exposures for which Employee Health requires that the employee stays home

## **6. Technical Employees' Wage Adjustments**

Because of the dynamic labor market for Technical employees, Swedish and the Union understand that from time to time it is necessary to adjust wages outside of the normal bargaining process. Both the Union and Swedish want to respond quickly to changes in the market and will make every effort to process and approve interim wage adjustments for the Technical unit on an accelerated basis.

In the event that Swedish Human Resources has researched a Tech unit job classification and determines a wage adjustment is necessary, it will submit a proposed wage adjustment to the Union for review. At the Union's request Swedish will meet with the Union to discuss modifications to the adjustments the union may feel is appropriate.

Positions will not typically be reviewed more than once every six (6) months.

## **7. 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.

## **8. Qualifying for Certification Pay**

To complement the existing practice regarding certification pay as described in Tech 11.12, the union and management will meet to discuss and review the current certifications that qualify for certification pay as well as how and where to post the qualifying certifications so that Managers and Techs can find the information.

## **9. Dosimetrists Flexible Work Schedule**

Flexible work schedules may include, subject to patient care needs, such things as unpaid breaks during the work day in which the employee is free to do other things and/or working longer hours one day and shorter hours another day in the same work week. Those employees participating in the flexible work schedule will have control within guidelines in determining their schedules. Employees full FTE will be guaranteed each week. Accordingly, overtime, shift differential, meal and rest periods, and other pay practices may be modified. Once established, employees will have the choice to work in the flexible work schedule or to remain in regular contractual work schedules.

#### **10. 2023 Negotiations.**

At least one (1) year prior to contract expiration, the parties agree to discuss the 2023 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.

The parties will explore shared interests and collaborative problem solving by reviewing:

- potential alignment of language across bargaining units
- potential opportunities for continued joint work
- grievance patterns
- The parties will engage in the following work, with oversight from the ABC Committee, for recommendation on whether or not it should be negotiated into the 2023 contract:
  - Credit for past experience
    - Using the parties shared interests as a guide, the parties will determine what the relevant credit for experience will be for jobs where relevant experience is not solely in a healthcare setting
    - For jobs where the credit standard is not year for year experience, the parties will work to cost various implementation strategies to determine how and if there is a viable recommended approach for transitioning to a year for year credit for experience system.
  - Transit
    - The parties will inventory what transportation support is available to workers and develop a plan to recommend for negotiations on expanded transit support prior to the 2023 contract negotiations.
  - Smooth and consistent work practices and contract clean up
    - The parties will review differences in contract language and practices across the Swedish system. Some inconsistencies may be found to help to support unique work practices that are functional for those areas. The workgroup will develop a list of differences that don't serve a



useful purpose and make a suggestion for negotiations for the next contract.

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.

## **11. 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.

Employees covered under Swedish insurance plans who have outstanding balances to Swedish facilities and/or providers will be offered reasonable payments plans upon request. Employees that comply with the payment plans will not be subject to collections or garnishment.

- 12. 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.

13. **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.

#### 14. **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.

15. **Chemo Certification.** The parties will meet to develop a training and certification for chemo handlers in the pharmacy department. This certification will be applicable
16. **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.

#### **17. Mail order pharmacy for Enhanced Preventive medications.**

The Labor Management Benefits Committee wants to address member concerns with the Plan's network that currently requires the use of Postal Prescription Services for the fulfillment of enhanced preventive maintenance medications. The Committee is charged to review options that would improve the experience and will meet with Providence Health Plan and Postal Prescription Services pharmacy leaders and review ideas that would drive process improvement. The intent is that this would help promote and improve the service for members who can use the mail order pharmacy and fill enhanced preventive medications at no cost. This committee work will begin no later than six (6) weeks following ratification and make recommendations on process improvement no later than twelve (12) weeks following ratification, subject to input by the pharmacy benefits manager.

Recognizing that some members may want an alternative, the Employer agrees that the pharmacy network will be revised as soon as possible following the agreement on a new contract to allow the use of in-network retail pharmacies to fill enhanced preventive medications. Beginning twelve (12) weeks after ratification, Swedish PPO medical plan members who choose to utilize an in-network retail pharmacy will pay a \$3 copay for a 30-day supply (\$9 copay for a 90-day supply if available) for their enhanced preventive maintenance medication for the life of the contract. The first two (2) prescription fills of a new enhanced preventive prescription will have no copay if filled at an in-network retail pharmacy.

The employer will establish a fund of \$5,000 dollars for the reimbursement of retail drug costs paid in acquiring enhanced preventive medications in the period of time following the network change in Nov. 2019. The Joint Management Benefits Committee will design a reimbursement process and joint communication.

#### **18. Rest Between Shifts LOU:**

Following contract ratification, the parties will meet to review and discuss the contract language and practice around when a caregiver is "required" to work with less than the contractually specified rest period versus when a caregiver is "asked", with the goal of ensuring consistent interpretation and application of this contractual provision. To the extent necessary, training or training materials on the rest between shifts language will be jointly provided at the earliest available opportunity.

#### **19. Workforce Development Taskforce.**

Both Swedish Medical Center and SEIU Healthcare 1199NW agree that there is a shared interest in building our current workforce, increasing qualified applicant pools of available talent and a desire to provide living wage jobs to the greater Seattle community where everyone is treated with respect, dignity and equity. Toward that end, a new labor

management task force will be created to focus on building Swedish's current workforce through upskilling current caregivers and building pathways to employment and filling open positions.

This Workforce Development Taskforce shall be comprised of an equal representation of management and representatives of the Union. Members shall include bargaining unit participants from each collective bargaining agreement appointed by the union, a SEIU Organizer, HR Director, Swedish Workforce Director and a SEIU Training Fund Representative.

## **20. Ratification Bonus.**

The bonus amount is \$1,000 for 0.9-1.0 FTE caregivers effective the first full pay period following ratification. For other caregivers, the bonus is prorated by FTE with per diems receiving \$250. The bonus will be subject to required withholdings and deductions.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION



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Shelley Livingston, Labor Relations Director

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Diane Sosne, RN, President

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Date

\_\_\_\_\_  
Date

## **Project Plan for Contract Implementation**

Within forty-five (45) days of ratification, Swedish and SEIU will meet and design a project plan for contract implementation. The project plan will include all time specific contract commitments. This group will also create a template for each contractual committee to complete that must contain measurable, time specific tasks that will be tracked in the master project plan after each meeting. The ABC Committee with Labor Relations Director/HR Director and Lead Organizers will review the project plan every other month as a regular part of their process.

In addition to creating a project plan, the parties will explore the possibility of jointly identifying a project manager who will oversee, facilitate, and track implementation of the project plan and action items agreed to by the parties.

If a project manager is retained, after one year the parties will evaluate the need for continuation of the project manager position and the possible temporary assignment of a member of the bargaining unit as a co-project manager, potentially through the use of the Union Leave available under the agreement.

### **Committees**

Each committee will prepare a robust annual project plan, based on the template, containing the overall goals of the committee, as well as, specific, measurable, date specific tasks that are either detailed in the contract or meet the objectives of the committee.

The co-chairs from each contractual committee (ABC, EVS, JNSC, Benefits and Wellness, OEI, Pathway to Full Staffing, Outpatient Clinic Staffing Committee, and Case Management Committees) will be responsible for updating their project plan after each meeting and adding it to master project plan.

### **Best Practices**

Within 90 days of ratification. SEIU Executive Board Members and Swedish representatives will attend a one day retreat facilitated by FMCS to develop a set of best practices and guidelines for behavior, which will include organizational equity and inclusion framework, that all committees will adopt and as appropriate core leaders and delegates will also be asked to follow. The day will also include drafting agreements on how to re-center in the best practices when needed.

### **Joint Training on new contract terms:**

Within sixty days of ratification the parties will meet and develop a joint training for front line managers and delegates on the new contract provisions as well as most common contract terms. The parties will endeavor to develop a training that utilizes technology and is able to be scaled and stored for future training opportunities.

## **Letter of Understanding**

### **Between Swedish Medical Center And**

### **SEIU Healthcare 1199NW**

## **Letter of Understanding – Swedish Medical Center Outpatient Care Services Labor-Management Committee**

The parties are committed to staffing for quality patient care and to retaining and developing staff in the outpatient setting. To these ends, the parties agree to establish an Outpatient Care Services Labor-Management Committee.

**Composition:** The committee shall be composed of four (4) union members who work in outpatient care settings who are appointed by the Union, four (4) members of management who work in outpatient care settings, plus one (1) union organizer and one Human Resources representative. There shall be a co-chair selected by the Union and a co-chair selected by management. The committee may invite other guests by mutual agreement. The Employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Clinic Labor Management Committee, or an employee who notifies committee or administration of their concern.

**Meeting schedule:** Within sixty (60) days of ratification, the parties shall agree on a meeting schedule of six (6) one-and-one-half (1 ½) hour long meetings over six (6) months. During this period the parties agree they shall attend training on meeting skills and facilitation that is facilitated by FMCS. After these first six (6) meetings, the committee shall decide by mutual agreement how often to meet but no less than quarterly. The parties may convene emergency meeting for urgent patient or staff safety concerns.

The parties will discuss the following topics:

- Development of committee charter to establish scope and process for reviewing issues of concern raised by employees and managers;
- Review potential staffing models for each outpatient care services job class, including but not limited to MA-Cs, Radiation Therapists, Techs, and RNs, taking into account number of providers, size of patient panels, backfill for staff absences, and other factors as determined by the committee;
- Review Unit-Based Multi-Campus Floats and needs across the system on a quarterly basis;
- Explore options for creating multi-campus float pools to serve needs of multiple clinics.
- For areas where workers see ongoing missed breaks, develop recommendations for best practices to allow for uninterrupted 15-minute breaks for all clinic staff;
- Recruitment of medical assistants and other job classes to vacant positions, including potential for the apprenticeship model;
- Opportunities for training and skill upgrading for outpatient care workers, identified in partnership with the SEIU Healthcare 1199NW Training Fund;
- Ongoing issues as reported on staff feedback form including proposed resolution.

Topics discussed that are not resolved may be escalated to the All Bargaining Contract (ABC) Committee.

## **MOU - INCLEMENT WEATHER AND NATURAL DISASTERS**

The parties recognize that natural disasters and inclement weather are likely events which require planning and shared understandings.

All scheduled caregivers are considered essential to show up for work. All employees are encouraged to keep a disaster preparedness kit (e.g., change of clothes, appropriate work attire, snow boots, window scraper, toiletries, medications, contact lens solution, blanket, flashlight and batteries, water, snacks etc.) This is a good year round preparedness tactic.

1. During a Code Triage, a command center will be established for each campus. The command center will be staffed by personnel who are trained in emergency preparedness. The command center will:
  - a. Distribute all available information on all relevant events as well as the points below directly to all staff through all available means.
  - b. Evaluate if elective procedures should continue as scheduled
2. Employee safety is a top consideration.
  - a. Should the need arise for a multi-campus float to travel between campuses during an inclement weather or natural disaster event, the employer will make a reasonable effort to provide safe transportation at no cost to the employee.
  - b. If an employee is unable to report to work because of inclement weather or a natural disaster, the employee will not be paid and the employee will not be disciplined. If an employee makes a good faith effort to arrive on premises on time but arrives within two (2) hours of their scheduled start time, they will be compensated for the entire length of their shift.
3. For all employees who remain at Swedish Medical Center throughout a period of inclement weather or a natural disaster, the facility will make a good faith effort to provide the following:
  - a. A safe room, clean beds/raised cots, clean linens, bathroom and shower access for rest times. Patient rooms, where available, will be coordinated centrally and distributed equitably through the HICS command center. Religious and cultural needs will be considered.
  - b. The department manager or the Administrative Supervisor on duty may issue food vouchers to an employee if 1) The employee stays to work an extra shift (didn't come to work prepared to buy an extra meal) or 2) The employee stays overnight to support staffing needs the following day.
  - c. If management requires the employee to remain at the facility during an inclement weather event, they will be placed on standby per Article 11 and work hours will be paid accordingly until the employee is released.

If the Employer decides that a work location is non-operational due to severe inclement weather or natural disaster, employees must check-in with the department manager for their assignment.



## **MEMORANDUM OF UNDERSTANDING: PATHWAY TO FULL STAFFING AT SWEDISH MEDICAL CENTER**

The pathway to full staffing includes a commitment to the right staff in the right place, at the right time. Additionally, the parties must work together to fill the existing vacancies. Caregivers are a key part in assisting with the peer recruitment process and retention. The Employer and the Union will work together to fill vacancies as outlined in the process below:

### **Within 1 month after ratification**

- Joint Oversight Committee (JOC) meets to review the number of vacancies in each nursing unit, shift, and by job classification.
- The JOC will utilize available data to strategize recruiting and retention efforts; Traveler usage data will be reviewed as part of this activity.
- The EVS Safety Subcommittee meets to review the current number of vacancies in each unit, shift and job classification.
- The ABC committee will review all other vacancies and lengths of vacancies as well as traveler/agency and per diem data.

### **Within 2 months after ratification**

- Campus based staffing committees meet to review the open positions list, as determined by JOC, to identify priority specialties, job classifications, and shifts that need additional support with recruitment. This will be reported to the JOC.
- The EVS Safety Subcommittee meets to develop recruitment plan.
- The ABC committee will establish additional priority areas for joint recruitment efforts that may include apprenticeships.

### **Within 3 months after ratification**

- JOC will review the priority departments provided by the campus based staffing committees.
- JOC will track patterns across campuses to assist with predictive staffing.
  - Based on these needs and utilizing the new frontline recruitment fund, the JOC will recommend recruitment tactics to identify new candidates, including the following:
    - Core leaders and caregivers jointly going to local schools to recruit applicants. Caregivers will go to their alma maters with a core leader and talent acquisition representative.
    - Caregiver and core leaders jointly attending local job fairs.
    - Caregivers posting to social media and other sites (e.g. Glassdoor, LinkedIn) about the benefits of working at Swedish Medical Center.
- JOC will bring back any overall recommendations for addressing concerns that may be creating a risk for caregiver attrition.

### **4 months after ratification**

- Goal: 25% of initial calculation of open jobs filled.

- JOC and campus based committees and the EVS Safety Subcommittee will continue to jointly employ recruitment tactics.
- Campus committees will review the total number of current open positions and compare to the initial calculation of open jobs.

#### **6 months after ratification**

- Goal: 50% of initial calculation of open jobs filled.
- JOC and campus based committees and the EVS Safety Subcommittee will continue to jointly employ recruitment tactics.
- Campus committees will review the total number of current open positions and compare to the initial calculation of open jobs.

#### **9 months after ratification**

- Goal: 80% of initial calculation of open jobs filled.
- JOC and campus based committees and the EVS Safety Subcommittee will continue to jointly employ recruitment tactics.
- Campus committees will review the total number of current open positions and compare to the initial calculation of open jobs.

## **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.



## **MEMORANDUM OF AGREEMENT #1**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**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 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 – 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 in Section 1 of the 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 attraction. 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.

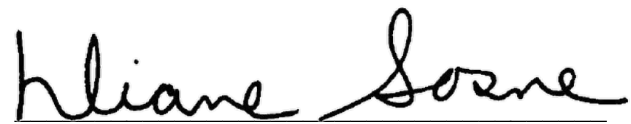
4. Swedish Medical Center is not expected or required under this Agreement to take any action that is prohibited by the NLRA.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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June Altaras, Swedish Chief Executive



Diane Sosne, RN, President

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Date

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Date

## MEMORANDUM OF AGREEMENT #2

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**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.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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June Altaras, Swedish Chief Executive

  
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Diane Sosne, RN, President

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Date

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Date



## **MEMORANDUM OF AGREEMENT #3**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**TECH UNIT**

### **1) Sonographer 2 positions**

#### **Ultrasonographer I**

1) ARDMS certification in Obstetrical & Abdominal Ultrasound required. New graduates must obtain certification within one (1) year of hire.

#### **Ultrasonographer II**

- 1) Two (2) years of experience as a Sonographer I or equivalent, not to include student clinical training time. In addition to the ARDMS certifications in Obstetrical & Abdominal must have one additional certification ie. Breast, Vascular, Neurosonography and/or Nuchaltranslucency.
- 2) There will be no posting requirements to move a current employee from Sonographer I to Sonographer II.
- 3) Those Ultrasonographers with more than 3 eligible certifications will receive certification pay.

#### **Echo Sonographer I**

- 1) ARDMS certification in Adult Echo ultrasound required.

#### **Echo Sonographer II**

- 1) Two years of experience required. In addition to the ARDMS certification in Adult, must have experience in pediatric cardiac scanning.
- 2) ARDMS pediatric certification is required within one year.

#### **Vascular Sonographer I**

- 1) ARDMS certification in RVT required.

## **Vascular Sonographer II**

The union and management will meet within 90 days of ratification to determine the qualifications and scope of the Vascular Sonographer II position.

### **2) RAD TECH I and RAD TECH II will be established as follows:**

#### **Registered Rad Tech I:**

Definition of general and basic to include:

- a) Diagnostic work in department or ED
- b) Portables
- c) Bronchoscopy
- d) Barium studies

At the beginning of the employee's second anniversary (hire date), the employee may apply for the Registered Rad Tech II (below) if they are determined to be qualified in the opinion of the supervisor or manager.

#### **Registered Rad Tech II:**

- 1) Two (2) years of experience performing at the Diagnostic Tech I level, not to include student training and must be proficient in two (2) additional advanced imaging studies/therapies performed in the assigned department if they are available on the campus (must pass competencies in each therapy):
  - a) Defecograms
  - b) Hysterosalpingograms
  - c) Student coordinator
  - d) Pain i.e. ESI, neurostimulators, assisting physician with procedures
  - e) Vascular Operating Room C Arm exams
  - f) Myelogram/Arthrogram
  - g) Head CT's (without contrast)
  - h) Stealth guided procedures
  - i) IO MRI polestar procedures

- j) General Radiographers who have demonstrated competencies in two or more modalities
  - k) General c-arm work
  - l) Bronchography
  - m) Dexa
- 2) There will be no posting requirements to move a current employee from Registered Rad Tech I to Registered Rad Tech II.
  - 3) This list may be expanded with Tech Union/Labor Management Committee input as new technology is added to support work at Swedish Medical Center.


### 3) SKILLED IMAGING TRAINING

The parties agree that it would be useful to develop a training program for skilled imaging techs seeking to enhance their retention and advancement. The Tech Labor Management committee will explore such a program including discussion with the multi-employer training fund about development and support.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

\_\_\_\_\_  
June Altaras, Swedish Chief Executive

  
\_\_\_\_\_  
Diane Sosne, RN, President

\_\_\_\_\_  
Date

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Date

## **MEMORANDUM OF AGREEMENT #4**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**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.

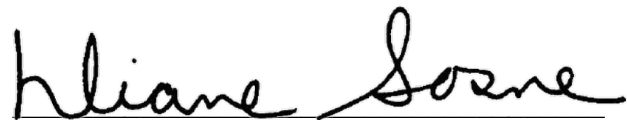
8. Union employees will retain their full seniority, recalculated (if necessary) according to the seniority definition in the collective bargaining agreement of the bargaining unit into which they are being hired, subject to any of its terms and conditions under which seniority would not be fully credited 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.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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June Altaras, Swedish Chief Executive



Diane Sosne, RN, President

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Date

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Date

## **MEMORANDUM OF AGREEMENT #5**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

### **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**

- a. 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 their 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<sup>1</sup>**

- 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.

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<sup>1</sup> 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.

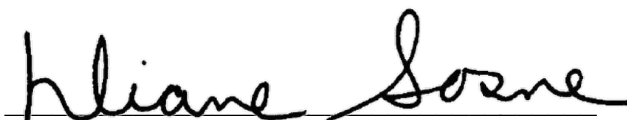


SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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June Altaras, Swedish Chief Executive

A handwritten signature in black ink, reading "Diane Sosne", written over a horizontal line.

Diane Sosne, RN, President

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Date

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Date

## **MEMORANDUM OF AGREEMENT #6**

### **BETWEEN SWEDISH MEDICAL CENTER AND SEIU HEALTHCARE 1199NW**

#### **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

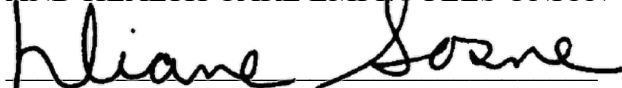
Each party shall bear one-half of the fee of the arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of the party's case in this or any other forum, shall be borne by the party incurring them,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

SWEDISH MEDICAL CENTER

\_\_\_\_\_  
June Altaras, Swedish Chief Executive

\_\_\_\_\_  
Date

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

  
\_\_\_\_\_  
Diane Sosne, RN, President

\_\_\_\_\_  
Date

## **MEMORANDUM OF AGREEMENT #7**

### **Swedish Medical Center and Swedish Edmonds and SEIU Healthcare 1199NW Union Partnership Agreement**

Swedish Medical Center and Swedish Edmonds (“Swedish”) and SEIU Healthcare 1199NW believe that the unique challenges of the current climate in healthcare bring a unique and timely opportunity to work together in partnership in order to most effectively deliver high quality, affordable healthcare and meet the needs of our communities and patients across Washington state over the next three years.

It is the parties’ common goal to make Swedish an even more pre-eminent provider of healthcare across the communities we serve, and the parties’ shared belief that labor-management partnership can produce superior health outcomes, market-leading competitive performance, and a superior workplace for Swedish employees. In this spirit and with this intent, Swedish and SEIU Healthcare 1199NW agree to establish a Partnership in pursuit of our common goals to:

- Improve the quality of healthcare for Swedish patients and the communities we serve
- Provide health benefits that are affordable over the short and long term for Swedish staff, with a focus on improving the value of each dollar spent on healthcare benefits, containing healthcare cost increase and increasing transparency with regard to quality and cost
- Establish a Joint Labor/Management Innovation Team and a “Best Jobs, Best Care” Innovation Fund
- Solve workforce recruitment challenges through innovative means including apprenticeships, healthcare career pipelines, and mentorship and other retention programs
- Make Swedish an outstanding place to work with a culture of belonging
- Collaborate to best address challenges in the external environment, including working jointly on policy issues of common concern including, but not limited to, behavioral health and homelessness

#### **Senior Partnership Committee**

In order to launch this Partnership, the parties shall establish a Senior Partnership Committee within sixty (60) days. The Senior Partnership Committee shall consist of:

For Swedish: Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, Chief Financial Officer, Chief Human Resources Officer, Labor Relations Director, and Organizational Equity and Inclusion Leader, and such other persons invited by Swedish Leadership.

For SEIU Healthcare 1199NW: President, Vice President, Secretary-Treasurer, Deputy Member Program Director, Executive Board Members, and Lead Organizers.

The Senior Partnership Committee shall meet at least four (4) times per year over the term of this agreement. The responsibilities of the Senior Partnership Committee will be to establish concrete goals, targets, and processes using a racial equity lens to work in Partnership to address the following four areas: (1) health benefit affordability and wellness, (2) workforce development and career advancement, (3) workplace satisfaction, and (4) external/policy joint work.

The Senior Partnership Committee shall create a joint work plan and prioritize these four areas, and oversee the parties' joint work. Part of the work plan will be to decide on how best to accomplish the work such as through work groups.

It is the full intent of the parties, consistent with the goal of Partnership, to share information, consistent with applicable law and as each party deems appropriate for its information, necessary to address the purposes of the Partnership.

### **Partnership throughout the Organization**

It is the vision and intent of the parties that the Labor/Management Partnership will provide the blueprint to increase the engagement of the Swedish workforce. The parties believe the involvement of union employees from all levels of the organization in appropriate and relevant issues results in high quality decisions beneficial to Swedish's long term success.

This Agreement will be effective upon ratification.

## **MEMORANDUM OF AGREEMENT #8**

### **Swedish Medical Center and Swedish Edmonds and SEIU Healthcare 1199NW**

In an effort to assist the parties in achieving success on the pathway to a more productive and positive relationship, the Federal Mediation and Conciliation Service (FMCS) will provide a platform for transparency and accountability as the parties carry out the numerous contract provisions and joint commitments codified in this agreement.

An agreement of this nature requires commitment to professional behavior and communication, privately and publicly, at every level of both organizations. At the onset of convening the parties, FMCS will facilitate discussion to elicit the behavioral norms and values each expects of the other. These will be memorialized and serve as the foundation for improving the relationship. To imbed these successfully, it is paramount that the highest level of leadership at Swedish and SEIU work diligently to model these values and behaviors day to day.

#### Contract Implementation Action Plan and Launch of Joint Programs

In recognition of the nation's current health crisis, a meeting date will be established jointly by the parties to meet within a reasonable period following ratification. FMCS will convene a small joint labor/management group of leaders to review the newly negotiated contract in order to identify and inventory all actions management and/or union representatives need to take to implement and comply with the terms of the new agreement along with the contractual labor/management committees, projects, ad hoc discussions and joint labor management processes that need to be launched.

- Actions required of Swedish management and/or SEIU 1199NW and joint labor management projects will be itemized and prioritized by this group according to the stated contractual timelines.
- The group will identify the What, Who, When and Where for each joint initiative.
- This information will be logged to an online calendar accessible to group leaders and to FMCS.
- The parties will identify co-chairs or leads for each joint initiative. These individuals will work together to launch the initiative and ensure the appropriate people are identified to participate.
- FMCS will work with all co-chairs to provide guidance in establishing consistency across all groups and meeting agendas which are specific and action oriented.

#### Accountability Oversight with Executive Leadership

During the first year of the contract, FMCS will convene a monthly meeting with Executive level leaders at Swedish and SEIU. The purposes of these meetings are to:

- Have a high-level check-in to ensure all compliance actions, committees, projects, etc. are taking place timely and on target with stated objectives.
- Discuss what is working well, what's not, and why.

- Determine necessary actions required to resolve issues and create action steps and timelines to address them.
- If necessary, and as a last resort, FMCS may make recommendations to Executive Swedish and SEIU 1199NW leaders as to what actions should be taken to resolve certain issues and keep a positive labor management relationship intact or move it forward. Both parties agree to follow the mediator recommendations when possible.
- A continuous agenda and meeting notes will be kept for this group in order to track work progress. The parties agree to provide administrative support for this work.

FMCS Western Regional Director Beth Schindler and Commissioner Taurean Johnson will lead and facilitate these discussions.

FMCS will communicate and work with both parties to develop ground rules for discussion and engagement. Outside the monthly meetings they will take the lead on creating appropriate agendas with both parties input on items to be addressed. The agenda will be shared prior to the meeting in order to give each party a preview of the upcoming discussion.

This process is an informal but structured arrangement. It will in no way circumvent either parties' legal responsibility, rights, obligations or authority as it relates to the collective bargaining agreement.

## **MEMORANDUM OF AGREEMENT #9**

### **Swedish Medical Center, Swedish Edmonds and SEIU Healthcare 1199NW “Best Jobs, Best Care” Joint Labor/Management Innovation Fund**

#### **Purpose**

Create a joint Labor/Management Innovation Team that will develop and support a “Best Jobs and Best Care” Labor/Management Innovation Fund. The Innovation Team and the Fund will:

1. Develop worksite innovation leaders
2. Improve recruitment and retention of a multi-racial care team.
3. Improve the quality of patient care/patient outcomes.
4. Study how new developments in technology and other innovations such as new care delivery models, new roles, etc. can contribute to (2) and (3).

#### **Structure**

- The Fund and its projects will be overseen by a committee of twelve (12) members and twelve (12) managers. Union members’ participation in committee and project work will be on paid time.
- The committee will be co-chaired by a senior union and senior management leader.
- Jointly select a facilitator with experience working with labor/management teams who will assist in the development of goals, a work plan, and evaluation metrics.
- The budget of the Innovation Team and Fund will be \$250,000/year for each year of the contract, provided entirely by Swedish.

#### **Implementation Date**

- The Committee will convene within ninety (90) days of contract ratification.

#### **Training**

- Develop joint labor/management innovation leadership training and a train-the-trainer model.

#### **Innovation Team Work**

- Explore initiatives that enhance patient care, recruits and retains employees and ensures employee satisfaction, with the assistance of a consultant.
- Conduct surveys, organize forums to seek input/innovative ideas from bargaining unit members and management.
- Research and learn about best practices elsewhere, including engaging a researcher to compile data. Possibly organize site visits, attendance at conferences, etc.
- Fund pilot projects and assess outcomes.



- Make recommendations to the Partnership Committee regarding implementation of new practices/innovations.

### **Evaluation**

- Once a year hold a conference/forum to report out findings.
- Annually produce and distribute a labor/management “Best Jobs, Best Care” report.