

**2020 - 2023**

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE SWEDISH MEDICAL CENTER**

**And**

**SEIU HEALTHCARE 1199NW**

**Hospital and Health Care Employees Union**

**(RN Unit)**

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This Agreement is made and entered into by and between The Swedish 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 Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory and administrative/management positions and all other employees.

**1.2 New Positions.** New job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Union shall be notified of any new classifications established by the Employer.

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Union recognizes the Employer’s commitment to serve the community with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Swedish Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments, and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine the location (campus) in which services are to be provided and hours of operation; to determine whether the whole or any part of the Swedish Medical Center shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that these management rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to

exclude those rights and prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Swedish Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

## **ARTICLE 3 - UNION MEMBERSHIP**

**3.1 Membership.** All employees covered by this Agreement who are members of the Union on June 27, 2000, or who become members of the Union after that date, and all employees covered by the 1998-2002 Agreement between the Union and Cherry Hill Seattle Medical Center who become Swedish Medical Center employees on the effective date of the Alliance and who were members of the Union on June 9, 1998 or who became members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing", for the purposes of this Agreement, 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. Employees who fail to comply with this requirement shall be discharged by the Employer 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.

**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 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 nurse 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 nurse.

**3.3 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 nurses 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 nurse 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 nurse.

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit nurses 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.

## **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Access to Premises - Union Staff.** Authorized staff employees of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. The Union staff shall not have access to nurses' lounges, nursing units or any other patient care areas unless prior approval has been obtained from the Employer. The Union agrees that the Union's access to the Employer's premises shall be subject to the same general rules which are applicable to other non-employees and such access shall not interfere with or disturb nurses 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 Medical Center Employees.** A list of Union officers, delegates, and alternate delegates from the bargaining unit, elected in accordance with Union 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 6.3 (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 6.3, Discipline and Discharge; or 2) participate in a grievance meeting held under Article 20, 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 Boards.** The Employer will provide space on bulletin boards on all nursing units 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 Employee Rosters.** 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.

**4.5 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.

**4.6 Meeting Rooms.** 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 for meeting facilities is made through the Human Resources Department in accordance with Swedish Medical Center policy and procedure and space is available.

**4.7 New Employee Orientation.** Delegates/officers (or designees), , may meet with new registered nurses 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.

## **ARTICLE 5 - DEFINITIONS**

**5.1 Resident Nurse.** A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. A resident nurse shall be assigned under the close and direct supervision of a preceptor pursuant to the Employer's preceptor program, and thereafter under the direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended in writing for an additional three (3) months when mutually agreed to by the Employer and individual nurse involved. Resident nurses shall not be assigned charge duty, nor shall resident nurses float during the first six (6) months of their employment. A change from resident nurse to staff nurse shall not alter a nurse's benefit accrual.

**5.2 Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a staff nurse for starting pay purposes. The parties acknowledge that the professional staff nurse is responsible for determining to whom to delegate a task, based on patient assessment. As provided for in the Nurse Practice Act (RCW 18.88), a nurse may only delegate a task (including medication administration) to unlicensed personnel in situations where it can be performed safely and competently.

**5.3 Charge Nurse.** A nurse who is assigned the responsibility for an organized unit and who functions within a specific written job description. The definition of an "organized unit" shall be defined by the Employer. A charge nurse and relief charge nurse will be assigned to organized units and shifts when determined by the Employer to be appropriate. Charge nurse assignments may be designated or rotated. If designated, such assignments will be posted in accordance with 6.9, Job Openings. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments. Charge nurses shall be compensated for all hours assigned by the Employer as charge.

**5.4 Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a nurse, nursing technician, nursing assistant or licensed practical nurse enrolled in a defined program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of a nurse assigned a preceptor for a specific training period. Nursing management will determine the need for preceptor assignments. The preceptee may be assigned to a precepting team where there is a planned approach for the joint sharing of preceptor responsibilities over a specific training period. There shall be no duplication of preceptor pay for the same hours. The Employer will provide preceptor training. It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process of new nurses. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses. Nurses assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

**5.4.1 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 procedures, protocols, processes, etc. Orientation may include completion of checklists.

**5.4.2 Training.** Some staff provide specialized 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.

**5.4.3 Preceptor.** When a more comprehensive proficiency attainment is needed – one that involves planning, organizing and evaluating and is provided by an employee, - that employee is assigned by the manager as a preceptor. A preceptor is an experienced employee 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 and student. Precepting may include training but at a level 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.

**5.5 Full-time Nurse.** A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

**5.6 Part-time Nurse.** A nurse 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 day period and who has successfully completed the required probationary period.

**5.7 Per Diem Nurse.** A nurse 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 employee absenteeism. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 11 of this Agreement plus a fifteen percent (15%) wage differential in lieu of benefits. Per diem nurses shall receive longevity steps and shall be eligible for standby, callback, shift differentials, charge 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 nurse. 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 nurses may be pre-scheduled for a shift, but only after regularly scheduled nurses assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem nurses 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 nurses will be cancelled in accordance with Article 9.1, Low Census.

**5.8 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.

**5.9 Probationary Nurse.** A nurse 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 one hundred twenty (120) calendar days. After one hundred twenty (120) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional sixty (60) days. Any extension of the probationary period will not adversely impact the accrual or eligibility for benefits. Resident and per-diem nurses shall be subject to six (6) month probationary period. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

**5.10 Length of Service.** For purposes of this Agreement and the method of computing sick leave, annual leave and seniority, and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.3 hours of work, and a “year” shall be defined as 2080 hours of work. Low census hours shall count toward the accrual of benefits , longevity steps and seniority. For purposes of computing longevity (wage) steps and annual leave progression steps, a “year” shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. 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.

**5.11 Seniority.** Seniority is defined as a nurse’s continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date

of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Length of service as an employee of the Swedish Medical Center shall be used to determine annual leave accruals and benefits.

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

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

**6.1 Equal Opportunity.** The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws. The Employer and the Union shall not discriminate against any employee by reason of race, creed, age, color, sex, national origin, citizenship, language, religious belief, marital status, sexual orientation, gender expression/identity, political ideology, ancestry, veterans status, or the presence of any sensory mental or physical disability. Allegations of discrimination shall be subject to the grievance and arbitration provisions of Article 20 of this Agreement.

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

**6.1.2** Consistent with Swedish Medical Center's policy on disabled employees, if a new bargaining unit position can be created to accommodate an incumbent nurse'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 nurse.

**6.1.3 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.

**6.2 Notice of Resignation.** Nurses 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.

**6.2.1 Notice of Termination.** Nurses 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.

**6.3 Discipline and Discharge.** No full-time or part-time nurse 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 nurse. Nurses 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. A nurse 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 (Article 6.3) 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.

**6.3.1 Request for Removal of Discipline.** Employees requesting the removal of discipline per Article 6.3 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.

**6.4 Personnel File.** Personnel records will be maintained by the organization for each nurse. 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, nurses 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 nurses 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, a nurse will be given a copy of any material in the nurse’s record. A copy fee may be charged. Nurses may respond in writing to any documents contained in their record.

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

**6.6 Travel.** A nurse 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 nurse to and from the Swedish Medical Center.

**6.7 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. Interim evaluations may be conducted as required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation, if requested. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. Peer evaluation in addition to supervisory evaluation may be utilized on a unit-by-unit basis at the discretion of the Employer utilizing input from the nursing staff. Work time will be provided for peer and self-evaluations when the evaluations are required by the Employer.

**6.8 Communication.** Nurses who have concerns about their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Nurses concerned about safety issues must report them to their supervisor and the Safety Committee utilizing appropriate Swedish Medical Center reporting forms.

**6.9 Job Openings.** 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. They may also be posted at the house-wide level simultaneously with a unit/department posting. 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. FTE, shift, and shift length will be included in all job postings. 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.

When a vacant position within the bargaining unit is to be filled, seniority shall be the determining factor in the selection of the applicant, providing skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer. The nurse selected for the position will be notified in writing of the selection and the date of transfer. This job application procedure shall only apply to vacant positions or newly created positions the Employer seeks to fill. If the Employer seeks to expand the hours of an existing FTE on a specific shift and unit, the additional hours will be posted internally on the unit and filled by seniority.

**6.10 Employee Transfers.** Nurses shall be required to give at least twenty-one (21) calendar day's 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. Nurse 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 nurse 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.

A nurse who accepts 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 nurse's manager.

**6.10.1 Performance Review Period.** Nurses transferring to a new position will be subject to a sixty (60) day review period. If the nurse does not successfully complete the review period in the opinion of the Employer, the nurse will be assigned a preceptor for an additional thirty (30) days. If after this thirty (30) day period the nurse does not meet performance expectations based on established criteria, the nurse will be returned to the nurse's prior position, if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be released from duty and will be placed on the Recall Roster (8.12) and provided with recall rights.

**6.11 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.

## **ARTICLE 7 - FLOATING**

**7.1 Floating.** Floating is defined as:

1. A change in work unit from a nurse's regular department for a shift or partial shift (see 7.2 for premium eligibility).
2. In the case of float pool employees, it is defined as the compensated flexibility of a nurse who is assigned daily to various units based on the staffing needs of the campus.

The float pools on each campus (7.3) will serve as primary resources for meeting floating needs within a campus. The Multi-Campus Float Pool and multi-campus designated positions will serve as primary resources for meeting floating needs between campuses. The Employer retains the right, however, to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Provided safe and cost effective staffing alternatives are available, floating assignments will be limited to designated work groupings or to areas where the nurse has been cross-trained. Nurses who float will be adequately oriented and have the appropriate basic skills for the units to which they float.

### **7.1.1        Floating Sequence**

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

1. Per Diem Agency
2. Multi-Campus Float pool staff
3. Campus Based Float pool staff
4. Unit-Based Multicampus Float Staff
5. Agency (Unit Based)
6. Volunteers
7. Floating Rotation

In extenuating circumstances, if a staff must be floated leaving a unit below core staffing, the unit will use the following order to address staffing needs:

1. Volunteers
2. Unit Agreement (Example: Rotation, overtime)

Each unit will decide if permanent charge nurses will float in rotation. This will be decided by secret ballot majority vote. The unit based staffing committee will have an agreed upon process regarding the float rotation of nurses on standby/overtime. These extreme emergency situations will be on a staffing exception form to be made available by the Employer, and forwarded to the Unit Based Staffing Co-chairs. The Co-chairs will evaluate whether the matter needs further review, and if so, will bring the matter to the Unit Based Staffing Committee for evaluation and review. For ongoing and unresolved issues, the matter may be forwarded to the ABC Committee. The employer will endeavor to minimize floating to multiple units during a shift when reasonably feasible, when unit-based staff are floated more than once during their shift and to more than two units during a shift the occurrence will be tracked on a staffing variance form and reviewed by the unit based staffing committee.

Each affected nurse will receive orientation or training where appropriate to the unit and will be assigned a resource person from the unit's permanent staff for clinical guidance as needed. Orientation/training will be appropriate to the assignment and will be dependent upon the nurse's previous experience and familiarity with the nursing unit and patients to

which such nurse is assigned. Managers will proactively schedule orientation/training of staff prior to floating nurses. In emergent situations managers may orient nurses at the beginning of their float assignment on the unit, however this is not the preferred practice. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients. If a nurse is floated off the nurse's own unit when there is either (1) another nurse floated in from another unit or (2) an agency nurse or a management nurse working on that unit, these occurrences will be tracked according to the process described above.

Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform or is otherwise unable to provide the appropriate care for the patient, the nurse should immediately discuss the matter with the charge nurse or manager or if the situation continues, the house supervisor should be paged immediately. Newly hired nurses will not float during the first ninety (90) days of their employment, except as described herein for purposes of training and orientation. Such assignments will not include a full patient load in most cases. Resident nurses shall not float during the first six (6) months of their employment.

The tool will feature a checklist that details the specialized competencies or procedure required of regularly assigned staff. RN floating will check off or initial the unit's specialized procedures that they are competent to perform. Any specialized competencies will be assigned to the charge or to a designated resource nurse on the unit who will have a reduced patient assignment. Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation/training tools (including but not limited to examples of charting, a map of the unit, unit specific protocols, special procedures, a checklist of competencies, and the assignment of a resource person) to be used by staff nurses floated to the unit. Utilizing a standardized tool, each unit's UBSC will create and review a unit specific outline of the nursing care guidelines for the typical patients found on these units, to be used as a reference before and during the shift. The guidelines will include a description of the patient population, the care environment, any specialized documentation, and the unit's general schedule of activities. It will be updated as needed for new competencies or procedures.

It is the responsibility of the charge nurse/designated resource nurse to assure the tool is given to the nurse floated. The Employer will make a good faith effort not to assign float nurses as charge without mutual consent.

**7.2 Floating Workgroups.** Nurses will be eligible for a \$3.50 per hour float premium for work performed outside their Floating Workgroup. Nurses who work within an identified "Floating Workgroup" will only be eligible for a float premium for work performed outside the working group. The float premium will only be paid for time actually worked. Nurses who volunteer to work in two (2) or more work groups (either by regular schedule, mutually agreed

prescheduled change to the posted schedule, voluntary sign up for shifts, or who hold a shared FTE) will not be eligible for the float premium. Newly hired nurses may be prescheduled for orientation at a different campus or in a different work group, but will not be eligible for the Floating Work Group Premium (in these cases). They will not have a full patient assignment in most cases. Nurses may be prescheduled to a different campus for ongoing skill development or to maintain their competencies, but will not be eligible for the Floating Work Group Premium (in these cases). In the case a nurse is floated to maintain their competencies and it was not prescheduled, they will be not be eligible to receive the Floating Work Group premium. The Floating Work Group premium will not be triggered when patients overflow from one work group into another. In the event a nursing unit is merged with a unit in a different work group, the float premium will no longer apply. In the event a unit is temporarily closed for more than seven (7) consecutive days but not merged with another unit, nurses will be eligible for the five dollar (\$5.00) Float Pool Premium for all hours worked starting on the eighth (8th) day. This will continue until the unit is reopened. When a float pool nurse comes to a unit and the unit based nurse floats to any other unit, the unit based nurse will receive three dollars and fifty cents (\$3.50) per hour.

**7.2.1 Multi-Campus Floating.** If a nurse scheduled (on a posted or published work schedule) to work at one campus volunteers to perform work at a different campus, a premium of three dollars and fifty cents (\$3.50) per hour shall be paid 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. Newly hired nurses may be prescheduled for orientation at a different campus but will not be eligible for the Multi-Campus Floating Premium (in these cases). They will not have a full patient assignment in most cases. Nurses prescheduled to a different campus for ongoing skill development or to maintain their competencies will not be eligible for the Multi-Campus Floating Premium (in these cases). In the case a nurse is floated to maintain their competencies and it was not prescheduled, they will be eligible to receive the Multi-Campus Floating premium. 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 pay periods. Upon request by the employee, 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. Mileage will be reimbursed to employees from their home campus to another campus at the appropriate IRS rate.

**7.2.2** It is not the intention of Swedish Medical Center to regularly use staff from a department on one campus to fulfill staffing needs on another campus, and the use of such assignments on a regular basis shall be minimized. When volunteers, non-UB-MCF employees, are regularly being relied on to cover staffing needs at other campuses, the

unit based staffing committee will meet to discuss increasing the number of multi-campus designated float opportunities and/or FTEs at the other campus.

Nurses will not be floated outside their workgroup and to another campus (both conditions simultaneously) except by mutual agreement, or when they must maintain competencies to meet minimum job requirements. Newly hired nurses may be floated outside of their workgroup and to another campus (both conditions simultaneously) for purposes of orientation as explained above. Nurses who float outside of their work group and to another campus will receive a total of seven dollars (\$7.00) per hour (except when prescheduled as described in 7.2 and 7.2.1). Nothing in this section shall prevent the Employer from responding to emergency situations or urgent patient care needs. Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Parking will be provided to nurses floating during a shift to another campus at no additional charge. If a nurse incurs an additional parking fee, the nurse will be reimbursed by Swedish Medical Center within two (2) pay periods.

**7.2.3 Floating Work Groups.<sup>1/</sup>** As service line leadership evolves and care processes become more standardized, then either the Union or the Employer may request the Work Groups be revised. Any changes will be by mutual consent.

\* To be discussed post ratification per agreed to process.

1.	Family Childbirth Center	Ballard
2.	Special Care Nursery	Ballard
3.	Women and Infants Center (Antepartum, Labor/Delivery/Post-Partum) Women & Infant's Outpatient Service	First Hill First Hill
4.	NICU (does not float to POP) Pediatrics Pediatrics Outpatient Procedures (POP) Infant Special Care Unit (does not float to POP) PICU	First Hill First Hill First Hill First Hill First Hill
5.	GYN Surgery Surgery Nephrology Short Stay	First Hill First Hill First Hill First Hill
6.	Dialysis	All Sites
7.	Ortho/Spine/Neuro	First Hill

<sup>1</sup> Floating assignments will be based on matching the skills of the nurse to her/his assigned unit/patients.

8.	Oncology/HIV Medical Medical Respiratory	First Hill First Hill First Hill
9.	TELE GROUP Tele 3E Tele 4E Interventional Unit	Cherry Hill Cherry Hill Cherry Hill
10.	TELE GROUP Telemetry 7SW Telemetry 10SW	First Hill First Hill First Hill
11.	Ambulatory Infusion Center	Cherry Hill
12.	Neuro Rehab	Cherry Hill Cherry Hill
13.	Med-Surg	Ballard
14.	Critical Care Tele ICU IMCU (excludes floating to ICU)	First Hill First Hill
15.	Cardiovascular Critical Care Neuro Critical Care	Cherry Hill Cherry Hill
16.	Addiction Recovery	Ballard
17.	Psych, ECT	Cherry Hill
18.	Cancer Institute: Medical Treatment Center Medical Oncology Radiation Oncology	All Sites including Satellites All sites All sites All sites
19.	Ambulatory Infusion Center	First Hill
20.	Breast Care Center	First Hill
21.	Pain Clinic	First Hill
22.	Same Day PACU Inpatient PACU Ortho Institute PACU	First Hill First Hill First Hill
23.	Surgery and Procedure Admit Unit (SPAU)	Cherry Hill

	Pre-Op/Holding PACU	Cherry Hill Cherry Hill
24.	Pre-Admission Clinic	All Sites
25.	Emergency Department	Ballard
26.	Emergency Department	First Hill
27.	Emergency Department	Cherry Hill
28.	Emergency Department	Issaquah
29.	ACC	Redmond
30.	ACC	Mill Creek
31.	This group floats to Transfer Areas on First Hill without a float premium. Same Day Surgery (OR) Inpatient OR Ortho Institute OR	First Hill First Hill First Hill
32.	Operating Room Day Surgery, PACU, Endoscopy/Prescreening	Ballard Ballard
33.	Heart and Vascular Surgery Neuro/Spine Surgery	Cherry Hill Cherry Hill
34.	Endoscopy	FH/CH/BA
35.	Main/Same Day Surgery Pre-Op Pre-OP/Transfer PACU (Phase II) Ortho Institute Pre Post	First Hill First Hill First Hill First Hill
36.	Cath Lab EP Lab	Cherry Hill/First Hill Cherry Hill
38.	Cardiac Rehab	Cherry Hill
39.	Cardiovascular Diagnostic Imaging Center	Cherry Hill
40.	Interventional Radiology Cherry Hill	Cherry Hill/First Hill
41.	Interventional Radiology	First Hill
42.	Vascular Access	Ballard

	Vascular Access Vascular Access	Cherry Hill First Hill
43.	Pre-Admit (is not required to float to Pre-Op/PACU) Pre-Op/PACU/Phase 1 and 2	Issaquah
44.	Gastro/Endo/Bronch	Issaquah
45.	OR	Issaquah
46.	Cath Lab/IR	Issaquah
47.	4 Cascade – General Surgical  3 Olympic South– Medical/Oncology	Issaquah Issaquah
48.	3 Olympic North – Telemetry/ICU (Combined unit, if units are separated will be in two floating workgroups)	Issaquah
49.	Labor and Delivery Post Partum (does not float to labor and delivery for laboring patients but can recover) Lactation	Issaquah Issaquah
50.	Pediatrics Level 2 Nursery	Issaquah Issaquah
51.	Vascular Access	Issaquah
52.	Testing and Treatment: Cardiac testing and treatment Ambulatory Infusion Center (does not float to cardiac testing and treatment)	Issaquah
53.	Emergency Department	Issaquah
54.	Pain Clinic	Issaquah

**7.3 Float Pools.** The number of campus-based float pool employees will be monitored and adjusted on a quarterly basis by the Joint Oversight Staffing Committee who will report to the ABC committee. In addition to the size of each float pool, campus based staffing committee will monitor the skill mix of each campus based float pool to ensure every unit can utilize the campus based float pool(s). Joint Oversight Committee will monitor the skill mix of each multi-campus float pool to ensure every unit can utilize the multi-campus float pool(s) as necessary.

Data from all campuses within the Swedish system will be provided for by the employer to the campus-based staffing committee including but not limited to floating trends, average daily census, vacation, sick, FMLA, overtime, and per diem, to assist with determining the right size

of each of the campus-based float pools. Consideration of FMLA rates may be used to determine additional staff needs for the float pools. House floats are float pool staff without a patient assignment who respond to campus wide acute patient needs. Each float pool nurse will receive orientation and training to the physical unit and the nursing care requirements of the patients on that unit and campus. During their orientation, the nurse shall be assigned to an RN from the unit's permanent staff for clinical guidance as needed and be provided access into all essential areas for staff. Critical Care campus based and critical care multi-campus floats will be assigned to ICU units to maintain competencies. Orientation will be appropriate to the assignment and will be dependent upon the nurse's previous experience and familiarity with the nursing unit and patient population. Float pool RNs shall not be required to float where they are not trained or oriented. If issues arise related to orientation or resulting from floating between campuses, such matters may be brought to the ABC Committee. When additional service lines are added to campuses, it shall be brought to the ABC Committee. Nurses assigned to the following float pools will not be required to float to another campus. If a nurse volunteers to work at another campus, the Float Pool nurse will receive the five dollar (\$5.00) float pool premium (see Article 12.7 Float Pool Premium) plus the \$3.50 multi-campus float premium.

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

A. First Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses who have current adult critical care nursing experience. This Critical Care Float Pool may service the ICU, IMCU, (ED and PACU if qualified), telemetry, or may be assigned as house float, and other areas as needed. Nurses will take assignments only in areas where they have been trained. Nurses within the Critical Care Float Pool assigned as a house float will carry a pager and work multiple units.
2. Acute Care Float Pool. The Acute Care Float Pool will be staffed with nurses with current acute care medical surgical experience. Acute Care Float Pool nurses will be chemotherapy certified or telemetry trained, and EKG trained, where the need exists. Nurses within the Acute Care Float Pool assigned as a house float to carry a pager and work multiple medical surgical units. Each individual will determine whether they train to float to oncology or telemetry. Nurses in the Acute Care Float Pool shall not be required to float to IMCU, however may volunteer to work in the IMCU with adequate training
3. OB Flex Pool. The OB Flex Pool will be staffed with nurses with current ante partum, postpartum and labor and delivery experience.
4. Peds Float Pool. The Peds float pool will be staffed with nurses with current PICU, Neonatal Intensive Care Unit, Neonatal Intermediate Care Unit, and Peds experience.

B. Ballard Campus.

**Critical care float pool:** the critical care float pool will be staffed with nurses who have current adult critical care nursing experience. Critical care float pool nurses will be ACLS and PALS trained. Critical care float pool nurses will be assigned to the house and will assist all units.

**Acute Care Float Pool:** Acute Care Float Pool will be staffed with nurses who have current acute care medical surgical experience. Acute Care Float RNs may service Addiction Recovery, Med Surg, and Behavioral Health. They will not be assigned to ED, MTC, FCC, and Periop. However, they may assist in these areas with appropriate skills and orientation. Acute Care Float pool staff will not be required to float to areas for which they have not been oriented/trained.

C. Cherry Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses that have current adult critical care nursing experience. This Critical Care Float Pool may service ICU, ED , PACU, telemetry, or be assigned as a house float, and other areas as needed. Nurses will take assignments only in areas where they have been trained. Nurses within the Critical Care Float Pool assigned as a house float will carry a pager and work multiple units. In order to maintain the necessary skills as a Critical Care Float Pool Nurse, a good faith effort will be made to ensure that RNs in this float pool will be assigned to critical care or on the house as much as possible.

2. Acute Care Float Pool. The Acute Care Float Pool will be staffed with nurses with current acute care medical surgical experience. Acute Care Float Pool nurses will be ACLS certified, and EKG trained, where the need exists, and additional training provided as needed. Nurses in the acute care float pool will maintain CAPD and CCPD competencies. Nurses within the Acute Care Float Pool may be assigned as a house float to carry a pager and work multiple units.

3. Procedural Float Group. The Procedural Float group will be staffed with nurses who have critical care, procedural sedation experience and ACLS certified. They service IR, Cath lab, Imaging, PACU, EP, ECT, and SPAU. Nurses will be trained and oriented to all areas that they work in.

D. Issaquah Campus Float Pool.

Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses that have current adult critical care nursing experience. This Critical Care Float Pool may service ICU, ED , med/surg, telemetry, or be assigned as a house float, and other areas as needed. Nurses will take assignments only in areas where they have been trained or where their individual skills can be used such as conscious sedation and MRI. Nurses within the Critical Care Float Pool assigned as a house

float will carry a pager and work multiple units. Float pool nurses will be EKG and ACLS trained. In order to maintain the necessary skills as a Critical Care Float Pool Nurse, a good faith effort will be made to ensure that RNs in this float pool will be assigned to critical care or on the house as much as possible.

**Telemetry Float Pool.** The Telemetry Care Float Pool will be staffed with nurses with current telemetry and acute care medical surgical experience. Telemetry Care Float Pool nurses will be ACLS certified, and EKG trained, where the need exists, and additional training provided as needed.

**Medical Float Pool.** The Medical Care Float Pool will be staffed with nurses with current acute care medical surgical experience or greater. Nurses within the Acute Care Float Pool may service general surgical, medical oncology, MSU and ED.

**7.4 Multi-Campus Float Pool.** The Multi-Campus Float Pool will be staffed with nurses who have current inpatient adult critical care nursing, acute care medical/surgical experience or specialty (e.g. OR, ED) and will be oriented to departments at all campuses and be provided access into all essential areas for staff. Nurses in these float pool will be expected to float to all campuses. Nurses assigned to the Multi-Campus Float Pool shall receive a premium of eight dollars and fifty cents (\$8.50) per hour, which shall be included in the nurses' regular rate of pay.

- A. **Critical Care.** The Critical Care Multi-Campus Float Pool will be staffed with nurses who have current adult critical care nursing. The Critical Care Multi-Campus Float Pool services Intensive Care, Intermediate Care, the Interventional Care Unit and Telemetry.
- B. **Acute Care.** The Acute Care Multi-Campus Float Pool will be staffed with nurses who have current acute care medical surgical experience. The Acute Care Multi-Campus Float pool services the Medical-surgical and Telemetry Units.
- C. **Emergency Department.** The Emergency Department Multi-Campus Float Pool will be staffed with nurses that have current ED experience. The Emergency Department Multi-Campus Float Pool services the Emergency Departments at all First Hill, Cherry Hill, Ballard, Issaquah, Redmond and Mill Creek.
- D. **Perioperative Multi-Campus Float Pool.** The Perioperative Multi-Campus Float Pool will be staffed with nurses who have current operating room experience. Minimum experience is 5 years as a circulating nurse or 3 years as a circulating nurse and 2 years scrubbing in various specialties. The Perioperative Multi-Campus Float Pool services the Operating Rooms including Cardiac surgery if qualified.
- E. **OB Multi-Campus Float Pool.** The OB Multi-Campus Float Pool will be staffed with nurses who have current Labor and Delivery, Ante Partum and/or Post-Partum experience. The OB Multi-Campus Float Pool will service the Labor and

Delivery, Post-Partum, Ante Partum units at First Hill and the Family Childbirth units at Issaquah and Ballard. This float pool shall be created within six months post ratification.

## **7.5 Unit Based Multi-Campus Floats (UB-MCF).**

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 two dollars (\$2.00) per hour UB-MCF premium for floating (included as part of their regular rate of pay). The premium will be paid in addition to the float premiums described in 7.2 and 7.2.1 above. Unit managers will determine the number of UB-MCF opportunities for their unit, if any. All UB-MCF positions will be reported to the campus based staffing committee.

**7.6 Multi-Campus Units.** These articles (7.6 and 7.6.1) shall only apply to the following units that only float between First Hill and Cherry Hill: Cath Lab, Cherry Hill Interventional Radiology; and to these that float to all campuses: Cancer Institute, preadmission, Dialysis, Employee Health.

All employees within a multi-campus unit shall have a designated home campus. Each unit will have a designated number of UB-MCF who shall be the first to float when floating is required. The number of UB-MCF and floating trends will be monitored by the unit-based staffing committee. If a nurse is reassigned to perform work on a different campus within their designated region, a premium of three dollars and fifty cents (\$3.50) per hour shall be paid for all hours worked at the other campus. Nurses working on a different campus outside of their designated region shall be paid a premium of five dollars (\$5.00) per hour for all hours worked at the other campus. If the nurse 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 nurses that voluntarily initiate a change in campus (e.g., “trades”) or who are prescheduled to work at a different campus or location in accordance with 7.2. These premiums shall not apply to call shifts worked (12.3). Call shifts outside of an employee’s region will be voluntary.

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

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

**7.6.2 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 a nurse to another unit or

department or to assign an employee to another campus, the Employer agrees to follow 7.1.1 floating sequence and when necessary to float a unit based staff member, will 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 reassessments 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. When volunteers, non-multi-campus designated float employees are regularly being relied on to cover staffing needs outside of their region, the unit based staffing committee will meet to consider adding UB-MCF opportunities. 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.

**7.7 New Multi-Campus Units.** In the event the Employer decides to expand the use of cross campus assignments to a department where the practice does not currently exist per 7.6 Multi-campus Units, the Union will be notified at the earliest opportunity. The Employer will meet with the Union and representatives of staff to address staff concerns and convene a Change Process Team. All applicable contractual practices will be followed. In the event a new multi-campus unit is created, all affected employees shall be assigned a home campus and UB-MCF positions will be created pursuant to the contractual procedures identified by the Change Process Team, potentially including but not limited to 6.9 Job Openings, and/or 8.2, Reorganization. Data will be collected as part of the post-restructure process to identify how often floating between campuses is occurring and whether FTEs at one campus should be increased to minimize floating.

## **ARTICLE 8 – REORGANIZATION: SENIORITY/RESTRUCTURE/LAYOFF**

**8.1 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

**8.2 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 or 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.

### **8.3 ABC Committee Oversight**

**8.3.1 Scope of Oversight.** The ABC committee will provide oversight over the reorganization process as outlined in this Article 8. 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

**8.3.2 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.

**8.3.3 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.

## **8.4 Reorganization Process Procedure**

8.4.1 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 8.2.

### **8.4.2 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.

### **8.4.3 Change Team**

8.4.3.1 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.

8.4.3.2 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.

8.4.3.3 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.

**8.4.3.4 Change Team Process Forty (40) Day Implementation Stage.** After completion of the Planning Stage in Article 8.4.3.3, 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 reassessments and rebids. The Change Team's duties include planning communications for the impacted work unit(s), coordinating the rebid and potential employee reassessments, and determining occupational or clinical groups (see 8.5.1.2). A summary of outcomes of the implementation will be communicated to the ABC committee.

**8.4.4 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.

## **8.5 Reassignments and Displaced Employees**

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

**8.5.1.1 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.

**8.5.1.2 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.

**8.5.1.3 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.

8.5.1.4 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.

8.5.1.5 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 6.10.1. 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

8.5.1.6 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.

8.5.2 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.

8.5.2.1 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

8.5.2.2 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.

8.5.3 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 8.5.1.2, or if there are no vacancies, the positions outlined on the Low Seniority Roster will be available for rebid. The rebid will be system-wide, and occur in seniority order.

8.5.3.1 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 8.5.1.3, Eligibility). The employee's current skills and training needs will be assessed.

8.5.3.2 Displacement of Less Senior Employees Displaced regular employees designated for layoff may displace the position (FTE) of the least senior employee(s) in the clinical or occupational group as defined by the Change Team, providing there are no open positions available and the employee designated for layoff has more seniority. This displacement will only be triggered in the event that there are no RN vacancies. Any employee displaced by a more senior employee who was designated for layoff may request support from Human Resources to review open positions for which they are qualified.

8.5.3.3 Low Seniority Roster (RNs only). The low seniority roster shall be a listing of RNs most recently hired into regular full-time or part-time positions. The listing shall include campus, unit, department, outpatient clinic, or service, employment status (FTE) and shift.

The need for and size of the Low Seniority Roster shall be specified prior to the system wide bidding process with positions on the roster remaining fixed. The Low Seniority Roster shall be a listing of the most recently hired regular part time and full time nurses in the bargaining unit consisting of a number equal to the number of positions (i.e. employees) to be laid off plus fifty (50) of the most recently hired

nurses. Those RNs listed on the low-seniority roster will be informed that they are on the roster when they have been displaced.

A nurse displaced through this process has a thirty (30) day layoff window and all of the options list under Article 8.7.

Low Seniority Roster is intended to provide eligible nurses with alternative employment opportunities in lieu of layoff, provided that the number of nurses to be oriented on any one work unit or shift at any given time is limited so as to not compromise total patient care. If there is a need to restrict the number of Low Seniority Roster nurses within a shift or work unit whose positions may be assumed so as not to compromise patient care, the Employer, prior to making a final determination, will meet with the Union in a good faith effort to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit or shift, whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

8.5.3.4 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 7.6.1)

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

8.5.3.5 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.

#### 8.5.4 Options Following Rebid.

8.5.4.1 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 8.7 Layoff & Recall)

**8.6 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.

## 8.7 Layoff.

8.7.1 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).

9.1.2 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.

9.1.3 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.

## **8.8 Recall.**

8.8.1 Displaced Employees, who have not secured a position from the other options under Article 8.5 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.

8.8.2 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.

8.8.3 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 8.5.1.3 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 8.5.3.4.

8.8.3 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 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 8.5.3.4.

**8.8.4 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.

**8.8.5 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 9 – LOW CENSUS**

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

- a. Per Diem Agency
- b. Staff working overtime (including per-diem staff)
- c. Floating per Article 7
- d. Volunteers
- e. Per-Diem Staff

This procedure may not apply to preceptor assignments or charge/relief charge assignments where coverage is necessary. The unit will review and utilize mandatory education, when possible, prior to placing a caregiver on low census.

If low census is still needed after going through this order, the Employer will endeavor to rotate low census equitably among all nurses on a unit on each shift (on each campus) starting with the least senior nurse first, providing skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to take a low census day off, that day off 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 nurse. Subject to skill, competency and ability, agency nurses and per diem nurses on the unit subject to low census shall be released from work prior to implementing mandatory low census. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees.

### **9.2 Voluntary Low Census**

When employees are called at home prior to a shift for voluntary low census it will be made clear that staying home on low census is voluntary. When volunteers are sought the following guidelines will be followed:

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

- A. Voluntary Low Census is given for the entire shift (applies to regularly scheduled shifts).
- B. Voluntary Low Census is given for part of the shift with the understanding that the employee will report to work at the designated time (Example: 12 hr night shift, Voluntary Low Census given from 7 p.m. to 11 p.m., then employee reports to work at 11 pm for the last 8 hours for the shift.)
- C. Voluntary Low Census is given for part or all of the shift and stand-by may be given for part or all of the shift as approved by the manager or designee (for example for a 12-hour shift RN is Voluntary Low Census for the first four (4) hours and may be offered voluntary low census for the next four (4) or eight (8) hours or placed on stand by and receive stand-by pay for the last four (4) or eight (8) hours at the discretion of the manager). The RN has the ability to voluntarily accept or decline the request for low census standby. If the RN 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 RN 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: RN is on low census standby from 0700-1100RN is called in at 0900. RN 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 and additional low census can be offered it becomes a new event & the low census rotation will be reviewed at that time to determine who should get low census. This should not occur on a regular basis. If this becomes the consistent practice, then example "C" is the best option.

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

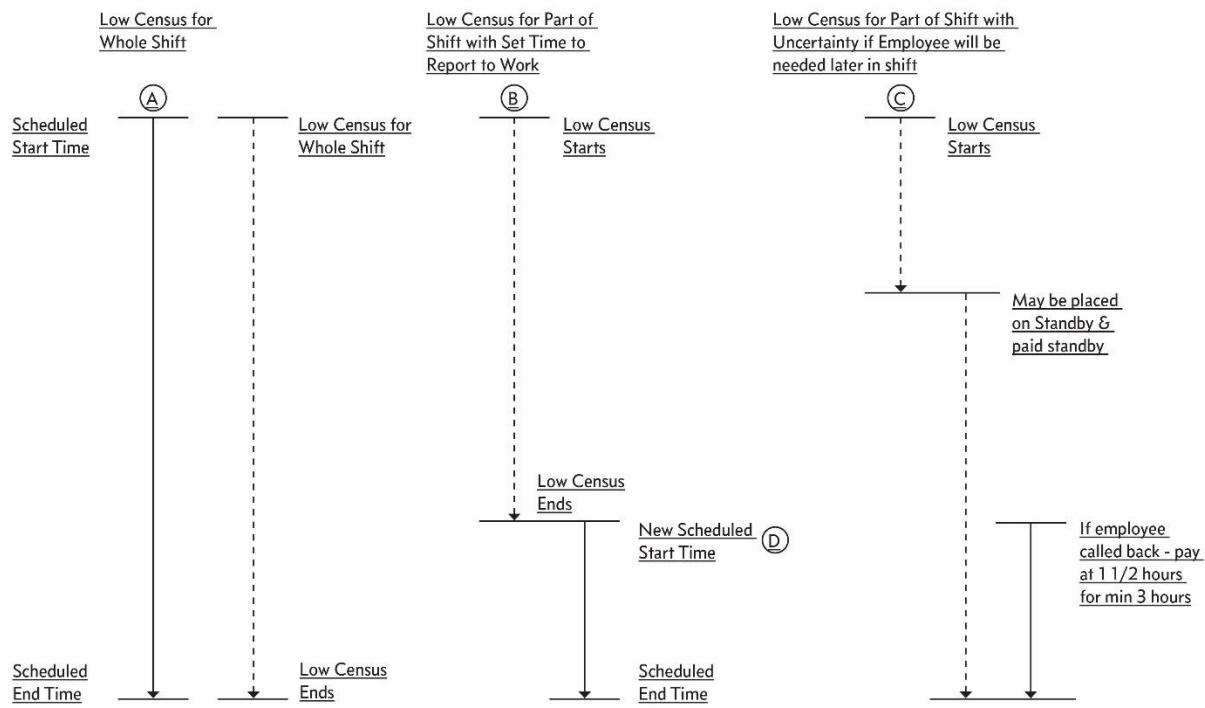
Every effort will be made to notify the RN for the need for low census as early as possible prior to the start of the shift but not later than the one (1) hour prior to the start of their shift (i.e. 6am for a 7 am start time).

**NOTE:**

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

- The charge nurse will communicate the unit's Voluntary Low Census plan back to the NRO.

## Low Census Chart



(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 Algorithm "C" is the best option.

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

**9.4 Mandatory Low Census Fund.** Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other nursing related duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer. The total hours in the fund will be four (4) hours per 1.0 FTE per calendar year up to 9500 hours per calendar year.. Where low census hours exceed the total fund hours on a Swedish Medical Center-wide basis within a calendar year, then nurses will be released from work due to low census conditions, as provided for in Section 9.1. The maximum total hours in the fund will be discussed by both parties on an annual basis to determine if the amount is appropriate. The total number of low census hours will be determined based on the

total FTE in the bargaining unit on December 1<sup>st</sup> of the previous year and a review of the number of hours nurses were released from work due to mandatory low census in the prior twelve months to determine whether the cap on hours per calendar year should be adjusted, by mutual agreement. The Low Census Fund is utilized for non-patient care projects but may involve some patient contact. The Employer will determine appropriate projects and will assign these projects to the staff. Projects appropriate for staff utilizing the Low Census Fund may include, but are not limited to:

- Skill development/cross training
- Patient chart audits
- Non-mandatory, continuing education modules
- Department specific projects such as:
  - re-ordering supplies
  - organizing equipment rooms
  - assisting other departments in auditing, organizing follow-up calls to patients.

Employees may request to go out of rotation order and utilize the Mandatory Low Census Fund, if available, for such assignments. If, during the course of a shift, the needed staffing hours increase on a unit as determined by the Charge RN, the Charge RN will notify the Nursing Supervisor and the remaining hours of the RN'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 nurses 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, 1947, as amended.

**9.5 Additional Hours.** Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first attempt to offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.

**9.6 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. The ABC Committee will identify the area(s) where utilization has been the highest and determine if steps can be taken in those areas to reduce utilization. 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.

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

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

**10.2 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 nurse involved. See Addendum's 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 nurse, or pay in lieu of notice.

**10.3 Work Schedules.** The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Six (6) week work schedules, including call schedules, shall be posted seventeen (17) days prior to the beginning of the scheduled work period. Except for emergency 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.

Swedish Medical Center supports an independent caregiver-entered scheduling as it offers nursing staff the opportunity to be autonomous and in charge of their work schedules, promoting accountability and responsibility that leads to job satisfaction and personal growth.

All units will utilize the caregiver-entered scheduling program no later than the schedule posted on January 14, 2021. Through the new scheduling process individuals may enter/submit a preferred schedule. Preferred schedules are not guaranteed and may be subject to change in order to meet the staffing needs of the unit. The unit based staffing committee will determine the guidelines used for the caregiver entered scheduling process, which will ensure that the schedule is appropriately balanced. Guidelines may include, but are not limited to, the following:

- Seniority
- Rotation
- Skill Mix

After the nurse or team of nurses schedule themselves, the manager will ensure the schedule is balanced or will make changes to balance the schedule. The Unit-Based Staffing Committee will determine the guidelines used to ensure that the assignment of the RN into the schedule is a fair and equitable process, using agreed upon criteria such as volunteers, seniority, etc. When possible, the manager will seek volunteer(s) first if changes need to be made. The union agrees that the nurse manager for such units has final approval for each schedule in a manner that is not arbitrary or capricious.

Within ninety (90) days of implementation of caregiver-entered scheduling program, the parties will review unit satisfaction with the program, with the intent of maximizing schedule predictability and caregiver preference when possible.

**10.4 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay (12.10) for time worked beyond the normal full-time work day or normal full-time 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 nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. The Employer will follow the law on mandatory overtime. 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. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates. 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.

**10.4.1 Work in Advance of Shift.** A nurse 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.

**10.4.2 Work on Day Off.** Full-time nurses who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked, unless there is mutual consent. Part-time nurses who work on a day not regularly scheduled shall be paid at the applicable rate of pay.

**10.5 Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or in the Medical Center during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. 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.

The parties agree that scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods and/or meal breaks. The parties recognize that break coverage needs vary by unit and depend on a variety of factors including patient acuity, specialization, and census. Break-Relief Nurses will be provided in adjunct to current campus staffing and other strategies in place to ensure rest periods/meal periods are taken. Unless there is an established procedure already in place that allows breaks to be taken, rest break plans will be developed in the unit based staffing committee.

**10.5.1 Break-Relief Nurse.** A Break-Relief Nurse is a Registered Nurse who is assigned the role of relieving employees from their patient assignments for their rest periods

and/or meal breaks. The Break-Relief Staff Nurse shall not routinely have a permanent patient assignment, except in emergent situations.

Beginning within one (1) month of ratification, Swedish agrees to post and make reasonable efforts to hire additional FTE'd positions who shall be assigned primarily to providing meal period and rest breaks for all shifts. These break relief nurses shall not replace the break relief nurse/resource nurse currently in place.

The adequacy of break relief coverage will be evaluated annually through the JNSC by reviewing missed meal and missed break data for each campus. Recommendations for any changes to break relief coverage will be made jointly through the JNSC to campus leadership team before being presented to the CEO for final approval.

**10.5.2 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.

**10.6 Report For Work.** Nurses 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 nurse 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

**10.7 Weekends.** The Swedish Medical Center will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. In the event a full-time or part-time nurse works 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 nurse's regular rate of pay. This section shall not apply to per diem employees. Every other weekend off cycles (i.e., first and third or second and fourth) may be altered at the discretion of Nursing Administration subject to the notification requirements set forth in Section 10.3. Subject to management approval, nurses may request to trade weekends

providing the schedule does not place the Employer into a premium pay or overtime position. Premium pay provided for in this section shall not apply to nurses who voluntarily agree to more frequent weekend duty, to work every weekend, or to nurses filling more than one (1) position. To cover the weekends normally worked during vacations and holidays, nursing managers will first utilize nurses desiring extra weekend work by seeking coverage from volunteers on the unit, from part-time staff, from per diems or by seeking coverage from the staffing offices. Only if the Employer is unable to find voluntary weekend coverage will the Employer schedule nurses to temporarily alter weekends or work extra weekend shifts to provide vacation and holiday coverage. Nurses with temporarily altered schedules will be advised subject to the notification requirements set forth in Section 10.3. The availability of weekend work shall be determined by the Employer. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**10.8 Rest Between Shifts.** This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 12. 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.

**10.8.1 Rest Between Shifts for 8 hour shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. If a nurse 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).

**10.8.2 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 a nurse 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).

**10.8.3 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 a nurse 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).

**10.8.4 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 twelve (12) hours off duty between shifts. If a nurse 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 Shift Rotation.** A good faith effort will be made to limit shift rotation. Except for emergent situations, leaves, vacancies, or where minimal staff are on a shift and rotation is

needed to provide vacation coverage, shift rotation will not be utilized without mutual consent. Where shift rotation is required, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts starting with the least senior nurse provided skills and needs are matched. The Employer will endeavor not to rotate shifts for any nurses with fifteen (15) or more years of service with the Employer.

**10.10 Change in FTE Status.** If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on that unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's unit and shift. Any nurse subject to an involuntary reduction in their FTE of greater than a .2 FTE, or an involuntary reduction resulting in a loss of employee or dependent medical insurance coverage will be placed on the Recall Roster (8.12).

**10.10.1 FTE Reductions.** 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.

**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.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule effective:

**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

#### **Staff Nurse Defined Contribution Plan Participants**

**ATB Amount:** **3.00%** **3.00%**

#### **SMC RN DC Scale**

<b>Lawson Step</b>	<b>Contract Year</b>	<b>Ratification</b>	<b>7/1/20</b>
Step 1	< 1 yr.	<b>33.28</b>	<b>34.28</b>
Step 2	1 yr	<b>34.64</b>	<b>35.68</b>
Step 3	2 yr	<b>36.08</b>	<b>37.16</b>
Step 4	3 yr	<b>37.47</b>	<b>38.60</b>
Step 5	4 yr	<b>38.94</b>	<b>40.11</b>
Step 6	5 yr	<b>40.38</b>	<b>41.59</b>
Step 7	6 yr	<b>41.90</b>	<b>43.16</b>
Step 8	7 yr	<b>43.35</b>	<b>44.65</b>
Step 9	8 yr	<b>44.83</b>	<b>46.17</b>
Step 10	9 yr	<b>46.25</b>	<b>47.63</b>
Step 11	10 yr	<b>47.77</b>	<b>49.20</b>
Step 12	11 yr	<b>48.48</b>	<b>49.94</b>
Step 13	12 yr	<b>49.17</b>	<b>50.65</b>
Step 14	13 yr	<b>50.17</b>	<b>51.68</b>
Step 15	14 yr	<b>51.09</b>	<b>52.62</b>
Step 16	15 yr	<b>52.11</b>	<b>53.67</b>
Step 17	16 yr	<b>52.88</b>	<b>54.47</b>
Step 18	17 yr	<b>53.65</b>	<b>55.26</b>
Step 19	18 yr	<b>54.45</b>	<b>56.08</b>
Step 20	19 yr	<b>55.23</b>	<b>56.89</b>
Step 21	20 yr	<b>55.85</b>	<b>57.52</b>
Step 22	21 yr	<b>56.44</b>	<b>58.14</b>

Step 23	22 yr	<b>57.31</b>	<b>59.03</b>
Step 24	23 yr	<b>57.31</b>	<b>59.03</b>
Step 25	24 yr	<b>57.31</b>	<b>59.03</b>
Step 26	25 yr	<b>59.20</b>	<b>60.98</b>
Step 27	26 yr	<b>59.20</b>	<b>60.98</b>
Step 28	27 yr	<b>59.20</b>	<b>60.98</b>
Step 29	28 yr	<b>61.17</b>	<b>63.01</b>
* Step 30	29 yr	<b>63.04</b>	<b>64.93</b>

#### Staff Nurse Defined Benefit Plan Participants

ATB Amount: **3.00%** **3.00%**

#### SMC RN DB Scale

Lawson Step	Contract Year	Ratification	7/1/20
Step 1	< 1 yr.	<b>32.45</b>	<b>33.42</b>
Step 2	1 yr	<b>33.80</b>	<b>34.82</b>
Step 3	2 yr	<b>35.22</b>	<b>36.27</b>
Step 4	3 yr	<b>36.52</b>	<b>37.62</b>
Step 5	4 yr	<b>37.98</b>	<b>39.12</b>
Step 6	5 yr	<b>39.40</b>	<b>40.58</b>
Step 7	6 yr	<b>40.86</b>	<b>42.09</b>
Step 8	7 yr	<b>42.28</b>	<b>43.55</b>
Step 9	8 yr	<b>43.70</b>	<b>45.01</b>
Step 10	9 yr	<b>45.08</b>	<b>46.44</b>
Step 11	10 yr	<b>46.60</b>	<b>48.00</b>
Step 12	11 yr	<b>47.28</b>	<b>48.70</b>
Step 13	12 yr	<b>47.94</b>	<b>49.37</b>
Step 14	13 yr	<b>48.94</b>	<b>50.40</b>
Step 15	14 yr	<b>49.81</b>	<b>51.31</b>
Step 16	15 yr	<b>50.85</b>	<b>52.38</b>

Step 17	16 yr	<b>51.58</b>	<b>53.13</b>
Step 18	17 yr	<b>52.34</b>	<b>53.91</b>
Step 19	18 yr	<b>53.12</b>	<b>54.71</b>
Step 20	19 yr	<b>53.90</b>	<b>55.52</b>
Step 21	20 yr	<b>54.47</b>	<b>56.10</b>
Step 22	21 yr	<b>55.05</b>	<b>56.71</b>
Step 23	22 yr	<b>55.89</b>	<b>57.56</b>
Step 24	23 yr	<b>55.89</b>	<b>57.56</b>
Step 25	24 yr	<b>55.89</b>	<b>57.56</b>
Step 26	25 yr	<b>57.75</b>	<b>59.48</b>
Step 27	26 yr	<b>57.75</b>	<b>59.48</b>
Step 28	27 yr	<b>57.75</b>	<b>59.48</b>
Step 29	28 yr	<b>59.67</b>	<b>61.46</b>
* Step 30	29 yr	<b>61.46</b>	<b>63.30</b>

**11.2 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.

**11.3 Recognition for Past Experience.** All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. For purposes of this section, continuous recent nursing 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 nursing experience which would reduce the level of nursing skills in the opinion of the Employer).

**11.3.1 Prior LPN Experience.** Nurses hired during the term of this Agreement shall be credited with prior applicable clinical LPN experience based on one (1) year of experience on the registered nurse wage schedule for each two (2) full years of prior Licensed Practical Nurse experience. Applicable clinical LPN experience shall be defined as continuous recent experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experience without a break in nursing experience which would reduce the level of licensed practical nursing skills in the opinion of the Employer.

**11.4 Wage Premium in Lieu of Benefits.** In lieu of all benefits provided for in this Agreement except for shift differential pay, callback pay, standby pay, weekend premium, charge pay, preceptor pay, certification pay, continuing education and professional development expenses, longevity steps, and retirement benefits if eligible, full-time and part-time nurses may elect a fifteen percent (15%) wage premium. This election must occur within the first ten (10) days of employment or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

**11.5 Pay Check Errors.** It is recognized that the nurse 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 nurse 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 - OTHER COMPENSATION**

**12.1 Shift Differential.** Unless otherwise provided in this section, nurses assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the hourly contract rates of pay. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of four dollars and twenty-five cents (\$4.25) per hour over the hourly contract rates of pay. Nurses 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.

**12.2 Standby Pay.** Nurses 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). A nurse shall receive six dollars and seventy-five cents (\$6.75) 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 hours over fifty (50) will be increased to seven dollars and twenty-five cents (\$7.25). Standby duty shall not be counted as hours worked for purposes of accruing longevity steps or benefits. Nurses on standby shall be provided with signal devices for the time the nurse is on standby. Nurses who are on low census shall not be required to be on standby for that low census shift. Nurses must be available to work in order to receive standby pay (for example, a nurse unable to work due to illness or injury will not be eligible for scheduled stand-by pay).

**12.3 Callback Pay.** Any nurse 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 a nurse has been released from duty and is called back, the nurse shall receive time and one-half (1 1/2) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Swedish Medical Center shall not be considered time worked. 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, except for employees who are placed on stand-by during a regular scheduled shift as a result of low census.

**12.3.1 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.

**12.3.2 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, and 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 nurses 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. Within thirty (30) days, a review of the callback data will occur. 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 two (2) months, the call committee will re-visit the type of position and what incentives may be required.

#### 12.3.3 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 nurse lives outside of the required response time, a hotel voucher will be provided.

**12.3.4 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 12.3.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 12.3.3 (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 signup 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 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 30 days, the mandatory scheduled stand-by hours remain over the established mandatory maximum, the next level of management for the department will participate in the committee's work to facilitate a course of action to lower the standby hours.

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

**12.4 Charge Nurse Pay.** Any nurse assigned by the Employer as a Charge Nurse shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour. A nurse shall be compensated for all hours assigned by the Employer as a Charge Nurse.

**12.5 Preceptor Pay.** Any nurse assigned by the Employer as a Preceptor shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour. Nurses assigned to preceptor students will be eligible for preceptor pay provided the instructor is not on the campus.

**12.6 Weekend Premium Pay.** Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**12.7 Float Pool Premium.** Nurses assigned to the Float Pools (7.3) shall receive a premium of five dollars (\$5) per hour.

**12.8 Certification Pay.** Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Nurse Executive for the campus or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium, regardless of other certifications the nurse may have. Certified nurses 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.

**12.9 Change in Classification.** A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

**12.10 Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's hourly wage rate (11.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (12.1), certification pay (12.8), charge nurse pay when the nurse has a

designated charge nurse position (12.4), float pool premium when the nurse is regularly assigned to a float pool cost center/department (12.7) and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (11.4).

## **ARTICLE 13 - ANNUAL LEAVE**

**13.1 Accrual.** Full-time and part-time nurses shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

Upon Completion of:

<u>(2080 hours = 1 year)</u>	<u>Annual Leave</u>
0 - 3 years	18 days (144 hours)
4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

Per diem nurses and part-time nurses who have selected the wage premium in lieu of benefits option (Section 11.4) shall not be eligible for annual leave.

**13.2 Scheduling.** Annual leave shall begin accruing the first day of employment. Annual leave may be used as it accrues. 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. Approved annual leave shall not be affected by later requests from other nurses for time off unless mutually agreeable. Once a vacation has been approved, it would be the Employer's objective and intent thereafter not to change or cancel that vacation. This understanding is subject to emergencies beyond the Employer's control where, in the judgment of the Employer, patients would go without care. The Employer shall have 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. When approved by supervision, partial days may be granted.

**13.2.1 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 for the current calendar year 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 schedule will be posted by each March 15.

This is the posting of annual leave time only; the actual work schedule for this period will be posted in accordance with Section 10.3.

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. Nurses 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.

**13.2.1.1 Prime Time Vacation Scheduling.** Acknowledging that annual leave is important to both the health and well-being of nurses and to nurse retention, it is agreed that if requested and approved, nurses should receive unbroken consecutive days of prime time annual leave. It is not the responsibility of the nurse to find coverage for approved annual leave.

To facilitate this objective by January 1 of each year, management will post a blank schedule covering the entire prime time period of June 1 through September 15. Staff will be listed, ranked by seniority, for each shift. Guidelines stated in Section 13.2.1 will be posted. The purpose of this posting is for informal communication of plans, so that nurses can view the requests of those with higher seniority. Nurses must still submit requests in writing to their manager as provided for in Section 13.2.1. 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.

After the February 15 deadline for requests, management will post a preliminary (temporary) prime time schedule by March 1 with requested annual leaves filled in and needed coverage indicated. Nurses will then, on a voluntary basis, work to cover open shifts and even out the core numbers. Prime time vacations of three (3) consecutive weeks will not be granted in the same season two (2) years in a row. Options include, but are not limited to, pre-scheduling per diem nurses, picking up extra shifts, and trades between nurses. The temporary schedule will be taken down by March 10 with a final schedule posted on March 15. Final approval of vacations, trades and replacements will be the responsibility of the Manager. Staff with denied vacation requests will be provided rationale.

On larger units, or any units where coverage is particularly challenging, a vacation work group consisting of staff RNs, other staff, the manager, and unit scheduler may be formed to assist with this process. This work group may develop other innovative methods for increasing vacation coverage. The workgroup will evaluate the vacation requests during summer and holiday prime time with a goal of granting time off to at least 20% of core from each job classification and each shift at any one time. For those departments with ten (10) or less core employees in the same job classification that cannot cover for each other, the manager will evaluate and determine the operational number of release.

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

**13.2.3 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.

**13.3 Loss of Annual Leave.** Annual leave accrues each pay period based on the number of hours worked in that pay period, not to exceed 2080 paid hours in an anniversary calendar 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 of the accumulation cap cannot be made up. Once hours have been used to bring the employee's accrued balance under the cap, accruals resume up to the proscribed limit.

**13.4 Cash Out.** Eligible employees may choose to cash out forty (40) hours of annual leave once in a calendar year if there will be a minimum of one hundred (100) hours left in the employee's account after the cash out has been made. If an eligible employee reduces their FTE to per diem or premium in lieu status (11.4), all accrued hours for which the nurse is eligible will be paid to the employee at the time of the status change.

**13.5 Work on Holidays.** Any nurse who works on the following holidays, New Year's Day, President's 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 nurse'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 end at 11:30 p.m. on the day of the holiday. Hours worked on a holiday that are into overtime will be paid at time and a half rather than straight time.

**13.5.1 Pay for Time Off on Holiday.** Eligible employees receive annual leave pay for scheduled time off for each of the observed holidays. Annual leave will be paid in relationship to the assigned FTE, except that a nurse 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 (1) 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.

Nurses working in units or departments that close or substantially decrease staffing on holidays will not be required to use more than one (1) annual leave day in conjunction with the closure during that holiday period.

**13.6 Rotation of Holiday Work.** Holiday work shall be rotated by the Employer to the extent possible.

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

**13.8 Pay Rate.** Annual leave pay shall be paid at the nurse's regular rate of pay.

**13.9 Low Census.** If an eligible employee is placed in a low census status and is placed on standby, the employee may elect to use annual leave to augment the difference in time that would have been worked and paid if not in a low census status, not to exceed his/her budgeted FTE.

## **ARTICLE 14 - SICK LEAVE**

**14.1 Sick Leave Accrual.** Full-time and part-time nurses shall accumulate sick leave (wage continuation insurance) at the rate of .04616 hours for each hour worked. 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 nurse.

**14.2 Compensation.** If a full-time or part-time nurse 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 nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less.

**14.3 Notification.** Nurses working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of

absence if the nurse is unable to work unless prior arrangements have been made with supervision. 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 15 - MEDICAL AND INSURANCE BENEFITS**

**15.1 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.

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

### **15.1.2 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.

#### **15.1.2.1 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 15.1.2 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 15.1.2 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.

**15.1.3 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.

**15.1.4 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.

**15.1.5 Dental/Vision Insurance.** Three (3) dental coverage options, one base plan, 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.

**15.1.6 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.

**15.1.6.1 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.

**15.1.7 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.

**15.2 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.

**15.3 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.

**15.4 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 nurse's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week. Nurses who were receiving Employer-paid medical

insurance prior to a workplace injury shall continue to receive Employer-paid medical insurance up to six (6) months while on an approved workers' compensation leave.

**15.5 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.

## **15.6 Retirement Plan.**

**15.6.1 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.

**15.6.2 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 there under. The final plan document will be incorporated herein by reference. .

**15.7 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 16 - LEAVES OF ABSENCE**

**16.1 In General.** All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work.

**16.2 Health Leave.** After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave and annual leave thereafter to the extent accrued. The Employer may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the nurse's capability to perform the work required of the position.

**16.3 Maternity Leave.** A leave of absence shall be granted upon request of the nurse for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse

may use previously accrued sick leave during the period of disability and annual leave to the extent accrued during the maternity leave. Medical insurance coverage will be continued while the nurse is in a paid status, unless coverage is provided by Section 16.4. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and attesting to the nurse's capability to perform the work required of the position.

#### **16.4 Family Leave.**

- (a) **State Law.** After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the 13th week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening for which they are qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. This section shall also apply to the children of the nurse's domestic partner.

A nurse may guarantee her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

- (b) **Federal Law.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 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) to 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) or 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.

If a leave qualifies under federal law, state law or this collective bargaining agreement, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

- (c) **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 which will be converted to the regular rate of pay of the person taking the leave.

**16.5 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 16.4 (Family 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.

**16.6 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.

**16.7 Military Leave.** Leave required in order for a nurse 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 nurse's annual leave time, unless the nurse 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.

**16.8 Jury Duty.** All full-time and part-time nurses 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. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. Nurses will not be expected to work their scheduled shift while serving on jury duty.

**16.9 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 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 from available annual leave.

**16.10 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. 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.

An employee that assumes an interim position outside of the bargaining unit may do so for up to 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 12 weeks will be guaranteed their same position. Employees returning from this leave after 12 weeks will be eligible for the next open position, for which they are qualified, based on seniority.

**16.11 Personal Days.** All full-time and part-time nurses 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 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.

**16.12 Education Leave/Professional Leave Time.** Nurses 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.

FTE <u>Status</u>	Hours
0.8 - 1.0	36
0.6 - 0.79	32
0.4 - 0.59	24
0.1 - 0.39	12

**16.13 Continuing Education and Professional Development Expenses.** Each calendar year the Employer will assist in the payment of expenses for healthcare related continuing education and professional development programs, such as course tuition, and registration fees, up to the amounts set forth for each nurse in the following reimbursement schedule. Such financial assistance shall be subject to verification of attendance and/or completion of the course. Unused amounts may be carried over from one calendar year to the next, for up to three (3) years. Nurses should access the Joint Employer Training and Education Fund for financial assistance

associated with certification exams. Reimbursement shall be paid within two pay periods from the date the complete and accurate paperwork is submitted to Payroll for reimbursement.

<u>FTE</u>	<u>Dollars</u>
.8 - 1.0	\$300
0.6 - 0.79	\$200
0.4 - 0.59	\$100
0.1 - 0.39	\$ 50

Any per diem nurse who has worked at least four hundred sixty (460) hours in the prior calendar year shall be eligible for a fifty dollar (\$50) continuing education expense reimbursement the following calendar year.

15% premium option nurses (11.4) shall be eligible for continuing education funds based on their designated FTE.

**16.14 Job Related Study.** After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize Swedish Medical Center service.

**16.15 Leave for Advanced Studies.** After ten (10) years of regular employment as a registered nurse with the Swedish Medical Center, an employee may request up to six (6) months' unpaid leave for job-related study and after thirteen (13) years may request up to twelve (12) months. Job-related study shall include the pursuit of significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in under-served areas, and publishing. Nurses granted a leave for job-related study will retain their seniority. The total number of job-related leaves that may be granted in any one calendar year shall not exceed five (5) total between all campuses. An employee granted a leave for job-related study must agree to return to regular employment with the Employer for at least one (1) year following the job-related study leave. Employees returning from job-related study leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within sixty (60) days of returning from job-related study leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to Nursing Administration, and to others who could benefit, in a format mutually agreed upon. An employee is eligible to apply for another job-related study leave only after seven (7) years have elapsed after the original leave. The final decision to grant or deny a job-related study leave will be made by Nursing Administration.

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

**16.17 Leave Without Pay.** Nurses 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.

**16.18 Return From Leave.** If a leave of absence does not exceed thirty (30) days, the nurse 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 16, nurses 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 nurse is qualified consistent with the provisions of the leave of absence agreement and the provisions of Section 6.9.

## **ARTICLE 17 – COMMITTEES**

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

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

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

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

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

**17.2 Recruitment, Retention and RN Recognition.** A nursing committee on recruitment, retention and recognition will be maintained consisting of equal numbers of labor and management representatives. There will be at least three staff RNs on the committee, one of whom will serve as a co-chair along with a management representative. Staff RNs will be selected by the Union. The committee will give status updates to the ABC Committee quarterly (or more frequently as requested by the ABC Committee).

## **17.3 Joint Labor Management Nursing Staffing Committee.**

**17.3.1 Goals and Intent.** Swedish Medical Center strongly supports the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality care. 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. The parties agree to meet regularly in furtherance of these goals.

The Union and Swedish Medical Center are implementing a joint process which is in compliance with ESHB 3123, which covers RNs, LPNs, unlicensed and assistive nursing personnel providing direct patient care.

**17.3.2 Duties of JNSC.** The committee provides oversight of the ongoing staff input in the review and modification of campus and unit based staffing plans that are developed to facilitate staffing effectiveness. This process will include the following elements:

1. Serve as an ongoing resource for unit based committees;
2. Review and compile all campus based staffing plans into a comprehensive report which is submitted to the CEO. The CEO will be consulted throughout the staffing plan approval process. Where there is consensus at both the unit and campus committee level as to the appropriate staffing level for the unit, the recommended staffing plan will be approved for implementation absent extenuating circumstances as referenced in the factors outlined in Article. 17.3.6.4. (Edmonds remove reference to unit based committee and insert Article 19.2.5.2)
3. Consistent with its statutory authority, if this staffing plan is not adopted by the hospital, the chief executive officer shall provide a written explanation, and/or meet with the committee in person, of the reasons as to why the plan was not adopted to the committee. The chief executive officer must then either: (a) Identify those elements of the proposed plan being changed prior to adoption of the plan by the hospital or (b) prepare an alternate annual staffing plan that must be adopted by the hospital.
4. Provide training and/or oversight for all campus/unit based staffing committees, including collection and analysis of nurse sensitive quality indicators data. This joint training will be with the support of Federal Mediation Conciliation Services (FMCS) and or a third party facilitator.
5. Assure compliance with RCW 70.41.420 of the public posting of staffing plans for each unit and shift. The Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available).

6. Approve or modify requests from campus and/or Unit Based Committees for changes to staffing plans.
7. Review any staffing variance forms that campus/unit based staffing committees are unable to resolve.
8. Monitor and evaluate the correct number of multi-campus float pool positions and staffing levels.
9. Serve as a forum to evaluate current professional practices and make recommendations for changes to improve care.

The staffing plan and current staffing levels will be made available upon request. Annually, the Nurse Executives will present to the Joint Committee and the ABC Committee SMC's proposed Nursing Strategic plan and direction. In addition, at this meeting, the Union should present its nursing strategic initiatives for discussion with management.

### **17.3.3 Joint Nurse Staffing Committee - Composition and Reporting**

Composition of the Joint Nurse Staffing Committee shall include twelve (12) nursing representatives, selected by the Union, and twelve (12) management representatives. All campuses including Edmonds will be represented. In the case of additional campuses being added to the Swedish Medical Center, additional representative will be added. The Union will use best efforts to appoint staff nurses and support staff that represent nursing staff from all areas of SMC campuses including inpatient and outpatient areas with the expectation of two year terms. There shall be a co-chair selected by the Union, and a co-chair selected by management. Minutes will be recorded and once approved by the co-chairs, distributed to the Unit-based chairs and staff.

Participation in all the nurse staffing committees by a hospital employee shall be considered work time and compensated at the appropriate rate of pay. Nurse staffing committee members shall be relieved of all other work duties during meetings of the committee. 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 Joint Committee, Campus Based or Unit-based sub-committee, or an employee who notifies staffing committee or the hospital administration of their concerns about nurse staffing.

### **17.3.4 JNSC Training**

Members of the Joint Nurse Staffing Committee will provide in-services to campus or unit based committees regarding best practices related to staffing.

Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

### **17.3.5 Campus Based Committees**

The responsibility of each campus committee will be to provide oversight of the ongoing staff input in the review and modification of unit based staffing plans that are developed to facilitate staffing effectiveness. This process will include the following elements:

1. Serve as an ongoing resource for unit based committees;
2. Review any staffing variance forms that unit based staffing committees are unable to resolve.
3. Monthly, gather and analyze data on all units on the following
  - a. units that are not consistently meeting the matrix ;
  - b. Units where normally unassigned charge RNs are taking patients;
  - c. PSA usage.
4. Units that are consistently not meeting the matrix at least 85% will be prioritized for improvement.
5. Review, modify and compile all unit based staffing plans into a comprehensive campus report which is submitted to the Joint Staffing Committee;
6. Create a standard template for developing staffing plans.
7. Participate in the determination and evaluation of staffing needs for the campus, including but not limited to unit or cross-unit break strategies, unit based resource needs for admissions and discharges, HUC and transport resources or any campus-wide staffing initiatives. Float pool employees may join campus-based staffing committees where the correct number of float pool positions and staffing levels will be monitored and evaluated.

#### **17.3.5.1 Composition and Reporting**

Composition of the Campus Based Staffing Committee shall include nursing representatives, selected by the Union, and management representatives.

Administrative nursing supervisors and NRO staffers will participate. In the case of the Ballard, Cherry Hill, and Issaquah campuses the nursing representatives will include a representative from every nursing unit and work group. The First Hill campus based staffing committee will include at least one nursing representative from each clinical grouping (as determined appropriate by the committee). There shall be a co-chair selected by the Union, and a co-chair selected by management. Minutes will be recorded and once approved by the co-chairs, distributed to the Joint Staffing Committee and Unit-based chairs and staff. The Campus Based Committee will meet as mutually determined.

### **17.3.6 Unit Based Staffing Committees**

There shall be a unit-based staffing committee on each nursing unit and work group. The Union and Employer agree that they shall jointly prioritize the establishment and/or re-establishment of unit-based committees where active committees no longer exist. As the sole committee at the unit level with a focus on staffing effectiveness, the unit-based committees are responsible for creating and implementing a staffing plan for the unit. The decisions of the unit based committee will be made utilizing a collaborative, evidence, consensus based process.

#### **17.3.6.1 Composition**

The unit-based committees will be co-chaired by a Union-designated unit representative, and a management representative. Each shift will have staff nurse representatives appointed by the Union, at least one of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of each committee will be determined by the Co-Chairs. Smaller and/or like units may consider combining their unit-based committee meetings.

#### **17.3.6.2 Frequency of meetings**

The unit-based committees shall meet monthly or as determined by the co-chairs.

#### **17.3.6.3 Unit based committee responsibilities**

- a) Guide implementation and evaluation of unit based staffing plan;
- b) Submit the annual staffing plan and any recommended modifications to the Joint Committee in accordance with ESHB 3123, Swedish Medical Center, and Joint Committee timelines;
- c) The unit-based committees shall regularly report in writing to the Joint Staffing Committee their discussions and work. Committee members will assure that copies of these reports will be made available for all nurses on the unit;
- d) Responsible for unit education regarding staffing;
- e) Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan;
- f) Review, assess and respond to staffing concerns;
- g) Assist in seeking solutions for the availability of staff to meet patient care needs;

Unit based staffing committees will determine specific data sets which may include but are not limited to: compliance with staffing matrices, admits/discharges/transfers, nurse sensitive quality indicators data, use of overtime, unmet breaks or meals, planned or unplanned absences, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirement. Trends that continue for three (3) months, for such things as census, acuity, frequency of 1:1 assignments and unit activity will be used as the basis for potential changes in the staffing matrix. It

shall be the responsibility of the committee to identify solutions to problems indicated by this data.

**17.3.6.4 Criteria for development or modification of staffing plan.** The following criteria will be considered and taken into account/included, but not limited to:

- a) Census, including activity such as transfers, admissions, and discharges;
- b) Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
- c) Skill mix required;
- d) Level of experience and specialty of available staff;
- e) Need for specialized or intensive equipment;
- f) Physical configuration of patient care units;
- g) Significant technological or clinical advances
- h) Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations
- i) Hospital resources and finances may be taken into account.

In addition, the matrix will reflect:

- a) Minimal or no patient assignments for the charge nurse.
- b) Every reasonable effort will be made that 1:1 patient safety attendant assignment will be in addition to the staffing matrix.

**17.3.6.5** Within three months of ratification, the Joint Nursing Staffing Committee (JNSC) will develop a new Staffing Variance form, which will be collected and reviewed first by the applicable Unit Based Staffing Committee. Unit Based Staffing Committees will review and provide feedback on submitted variance forms to all staff in the affected department.

### **17.3.7 Process for Escalating Staffing Decisions**

Staff with concerns about their patient care assignment or unit staffing should address concerns with the charge nurse. Staffing and workload issues should be addressed promptly by the charge nurse at the time of occurrence, and may be resolved through resources such as adjustments in assignments, the use of other staffing resources (e.g., per diem nurses, float staff, agency nurses), adjustments to work loads, adjustments to work schedules, or other resources. The charge nurse may adjust staffing levels to meet patient care needs. To assist in addressing a staff nurse's immediate concern, the charge nurse shall have the authority to take the steps outlined below, which will be summarized in an algorithm made available to all units:

- Take the concern to the Administrative Nursing Supervisor, the Nursing Resource Office as well as place phone calls and/or text staff to obtain additional resources;
- Consult the Administrative Nursing Supervisor to call an ad hoc charge huddle if appropriate;
- Contact the manager (manager on call or designee) for additional assistance
- Escalate urgent, unaddressed concerns up through the Director or Administrator on call. (See Escalation of Immediate Staffing Concerns algorithm Appendix L)

Director or Administrator on call will consider resolving staffing concerns including delaying admissions and elective procedures and surgeries and/or reallocating patients (i.e. treating and transferring), as well as management assisting with patient care

Administrative Nursing Supervisor will communicate progress reports back to the unit charge nurses throughout the escalation efforts as well as report the outcomes so that campus staffing committees can do a learning look back.

A nurse who remains concerned after having taken the foregoing steps may fill out a Staffing Variance form. If the nurse believes the Unit Based Staffing Committee has not sufficiently addressed the staffing issue, the nurse may advance the staffing issue to the Campus Based Staffing Committee for review. Nursing leadership will develop a staffing escalation tracking tool to be reviewed at Campus Based Committees.

Nurses will not be counseled, disciplined, and/or retaliated against for appropriately escalating staffing concerns.

### **17.3.8 Legislation.**

In the event that ESHB 3123 is modified or there are new statutes during the term of this Agreement, SEIU Healthcare 1199NW and Swedish Medical Center will reopen this section.

**17.4 Safety Committee.** The Hospital will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committees in accordance with existing regulatory requirements. The purpose of these Committees shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a "QA Memo" form. Committee membership shall include three (3) Union appointed staff nurses, one from each campus, First Hill, Ballard and Cherry Hill.

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.

#### **17.4.1 Safe Patient Handling Subcommittee**

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.

**17.5 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.

## **17.6 Training and Education Labor Management Committee.**

The goal of the committee is to promote member participation in and benefit from Training Fund programs and to better meet the workforce needs of the Swedish Medical Center. The committee

will consist of 6 members appointed by the Union (from across the RN, Tech and Service bargaining units), Training Fund staff, and Swedish Management and HR staff. The committee will:

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

**17.7 Compensation.** All time spent by nurses on Employer-established committees (including the safety committee) where attendance is required, and all time spent by members of the ABC Committee and Nurse Practice Committee will be considered time worked and will be paid at the appropriate contract rate.

**17.7.1 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 XX 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 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.

**17.8 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.

## **ARTICLE 18 - HEALTH AND SAFETY**

**18.1 Alcohol and/or Chemical Dependency.** The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing 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 the State substance abuse monitoring program, 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.

**18.2 Product Standards.** The Swedish Medical Center will continue to review and evaluate medical devices that reduce or prevent employee exposures, (i.e., needle sticks, any medical devices that do not have safety features. Medical devices, e.g. safety needles, with safety features are required by law). The evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Membership in any committee existing or formed to evaluate devices shall include one (1) Union appointed staff nurse.

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

**18.4 Health and Safety.** The Swedish Medical Center 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's health and safety is documented in the Employer's Infection Control and Exposure Control Plan Manual and the

Personnel Policies and Procedures Manual that is available on every unit/work area throughout the Swedish Medical Center.

**18.5 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.

## **ARTICLE 19 - STAFF DEVELOPMENT**

**19.1 Orientation.** The objectives of orientation shall be to familiarize newly hired nurses with the objectives and philosophy of the Swedish Medical Center and nursing services, to orient new nurses to Swedish Medical Center policies and procedures, to instruct new nurses as to their functions and responsibilities as defined in job descriptions, and to provide a positive foundation to contribute to the retention of newly hired nurses. Individualized orientation will consist of a basic comprehensive program with a defined curriculum in which the nurse will be oriented through a combination of instructional conferences, unit and/or shift work.

**19.2 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 nurses, management and the Clinical and Education Practice Subject to patient care needs and with appropriate advance notice, the Employer will make a good faith effort to release nurses 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.

Nurses 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.

### **19.3 Joint Employer Training and Education Fund**

**19.3.1 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 RN 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.

**19.3.2 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.

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

**19.3.4 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.

**19.3.5 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 20 - 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.

**20.1 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.

**20.2 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.

**20.3 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 13.5 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.

**20.4 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.

**20.5 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 20.4 with reasonable representation from the directly affected parties designated to represent the group of employees for purposes of processing the grievance.

**20.6 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.

**20.7 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.

**20.8 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.

**20.9 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 21: 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.

## **21.1 Equal Opportunity and Nondiscrimination**

As described in the contract Equal Opportunity (Article 6.1). The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws.

## **21.2 Harassment**

**21.2.1** 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.

**21.2.2 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.

## **21.3 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.

## **21.4 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.

#### **21.4.1 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.

#### **21.4.2 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.

#### **21.4.3 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.

#### **21.4.4 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.

#### **21.5 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.

## **21.7 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.

## **21.8 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.

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

**21.9.1** 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.

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

## **ARTICLE 22 - UNINTERRUPTED PATIENT CARE**

It is recognized that the Swedish Medical Center is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. During the term of this Agreement, 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, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, sympathy strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

## **ARTICLE 23 - GENERAL PROVISIONS**

**22.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. 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 the entire Agreement. Any provisions 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 Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**22.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**22.3 Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. 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 nursing staff in advance of the change.

**22.4 Complete Understanding.** The parties acknowledge that during the negotiations which resulted in this Agreement each party 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 not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.



## ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall become effective April 6, 2020, and shall remain in full force and effect to and including June 30, 2023 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

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

SWEDISH MEDICAL CENTER

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Guy Hudson, Chief Executive Officer  
Swedish Health Services

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Margo Bykonen, Swedish Chief Executive

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Keegan Fisher, Chief Human  
Resources Officer

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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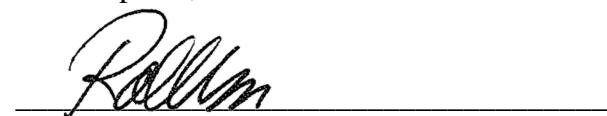
Diane Sosne, President

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Jane Hopkins, Executive Vice President

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Robin Wyss, Secretary Treasurer

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Ligaya Domingo, Education Director

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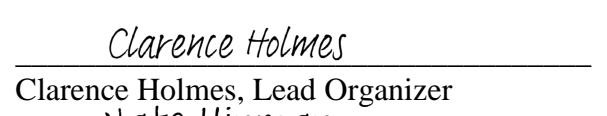
Marietta Rendlen, Deputy Member Program  
Director

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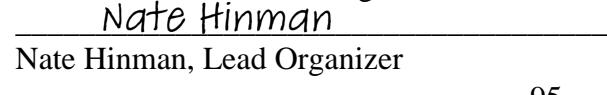
Yolanda King-Lowe, Lead Organizer

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Clarence Holmes, Lead Organizer

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Nate Hinman, Lead Organizer



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

**NINE (9) HOUR SHIFT SCHEDULE**

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses 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. **Work Day.** The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses 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 1/2) 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. **Charge Nurse Assignment.** Nine (9) hour shift nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **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 nurse.

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

**TEN (10) HOUR SHIFT SCHEDULE**

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses 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. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses 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 1/2) 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. **Charge Nurse Assignment.** Ten (10) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **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 nurse.

**ADDENDUM C**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**TWELVE (12) HOUR SHIFT SCHEDULE**

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses 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. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses 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 1/2) times their regular pay rate. If a nurse 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.
4. **Charge Nurse Assignment.** Twelve (12) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Twenty-Four (24) Hour Coverage.** Generally two (2) partners are required to cover a patient assignment for each twenty-four (24) hour period. If there are no partners available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the other twelve (12) hour shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse's FTE.
6. **Discontinuance of Schedule.** Twelve (12) hour shifts are available based on unit and Swedish Medical Center staffing needs and partner availability. 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 nurse.

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

**VARIABLE DEFINED HOURS SHIFT SCHEDULE**

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses 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. **Work Day.** This work schedule shall provide for various work days consisting of a combination of eight, nine, ten and twelve, etc. hour shifts occurring during the work week to include one (1) thirty (30) minute unpaid lunch 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.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses 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 1/2) times their regular pay rate. All overtime 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 a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Premium Not Applicable.** Section 10.8, Rest Between Shifts, shall not apply to this flexible schedule.
4. **Charge Nurse Assignment.** Nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Schedule Coverage.** This work schedule may include a partner to cover a patient assignment. If there is no partner available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse's FTE.

6. **Discontinuance of Schedule.** This work schedule shall be available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue this work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.

**ADDENDUM E**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**CLINICAL GROUPINGS**

1.	Childbirth Center Labor & Delivery Post Partum Antepartum Women & Infants Outpatient Service OB Float Pool	Ballard First Hill and Issaquah First Hill and Issaquah First Hill First Hill First Hill
2.	Perinatal Medicine Clinic	First Hill
3.	Infant Special Care Unit Pediatrics PICU NICU Peds Float Pool Pediatric Outpatient Procedures	First Hill First Hill and Issaquah First Hill First Hill First Hill First Hill
4.	IVT	All Sites
5.	Home Health/Hospice Home Infusion Therapy	
6.	GYN Surgery Nephrology General Surgery I/P Ortho/Spine Oncology/HIV General Medicine Medical Respiratory Med-Surg Hemodialysis Neuro Rehab Med-Surg Float Pool Med/Surg Multi-Campus Float Pool	First Hill First Hill First Hill First Hill First Hill First Hill First Hill Ballard and Issaquah First Hill Cherry Hill Cherry Hill All Sites All Sites

	Short Stay Gastro/Endoscopy Interventional Platform Gastro/Endo/Bronch	First Hill All Sites Issaquah
7.	Cancer Institute Pain Clinic Breast Centers (including WDIC) AIC Ambulatory Treatment Center MTC	All Sites First Hill and Issaquah All Sites Cherry Hill and Issaquah First Hill All Sites
8.	Same Day Surgery OR Inpatient Surgery Neuro/Spine Surgery Heart and Vascular OR Ortho Institute Inpatient Surgery Interventional Platform/OR Perioperative Multi-Campus float pool	First Hill First Hill Cherry Hill Ballard Cherry Hill First Hill Issaquah All Sites
9.	Ortho Institute PACU Same Day PACU Special Procedure Admission Unit PACU/Day Surgery Pre-Screening Inpatient PACU Pre-Op Transfer ECT Interventional Platform/Pre/PACU	First Hill First Hill Cherry Hill Ballard Ballard Cherry Hill/First Hill All Sites Cherry Hill Issaquah
10.	ASC Pre-Admission Ortho Institute Pre-Admission IP Pre-Admission (Testing) Ambulatory Surgery Center	First Hill First Hill Issaquah First Hill
11.	Ambulatory Care Centers (ACC's) Emergency Department Emergency Department Emergency Department Emergency Department Emergency Department Emergency Department Multi-Campus Float Pool	All Campuses Ballard First Hill Cherry Hill Issaquah All Sites
12.	Cardiac Cath Lab ICU/IMCU Telemetry Telemetry 3 East Medical Telemetry 4 East Cardiac	First Hill/Cherry Hill First Hill First Hill Cherry Hill Cherry Hill

Cardiac Rehab	All Sites
Critical Care Float Pool	First Hill
Critical Care Float Pool	Cherry Hill
ICU	Cherry Hill
EP LAB	Cherry Hill
Interventional Cardiology	First Hill/Cherry Hill
teleICU	First Hill
ICU	Issaquah
Interventional Platform Cath IR Lab	Issaquah
ICU Multi-Campus Float Pool	All Sites
Interventional Radiology	First Hill/Cherry Hill
Cardiac Diagnostic Center	All Sites
13. Addiction Recovery	Ballard
Behavioral Health	Cherry Hill
14. Family Practice Clinic	First Hill
Family Practice Clinic/Next Steps	Cherry Hill/Ballard

Clinical Groupings may change during the term of this Agreement based on unit mergers, unit closures, the creation of new units or work areas or for other operational reasons. The Employer will provide the Union with forty-five (45) days written notification of any changes to the Clinical Groupings prior to implementation of the change. During this forty-five (45) day period, the Employer will meet with the ABC Committee to discuss the changes and to consider any input concerning the appropriate Clinical Groupings. The intent of the Union and the Employer is that the Clinical Groupings should always reflect groups of units with similar clinical nursing skills.

**ADDENDUM F**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**CRITICAL CARE COURSE LOAN ASSURANCE**

I, the undersigned \_\_\_\_\_

(insert employee's name)

agree to fulfill the financial and service obligations as outlined below.

**1. Loan**

I understand that upon completion of the Critical Care Course, I will owe Swedish Medical Center (Swedish Medical Center) a total sum of one thousand dollars (\$1,000).

**2. Service Requirements**

I hereby agree that I will remain employed as a professional nurse at Swedish Medical Center for a period of at least one (1) year after graduation from the course and until my loan has been repaid. If I voluntarily terminate my employment relationship with Swedish Medical Center or request an alternative employment arrangement that is unacceptable to the Swedish Medical Center, Swedish Medical Center will have the legal rights listed below. I also agree that if I drop out of the Critical Care Course before graduation, I will still have an outstanding loan based upon the time spent in the Program. In such event, the loan balance will be based upon the percentage of the course taken times \$1,000.

**3. Payback Provisions**

I understand that during the time I remain employed at Swedish Medical Center after my graduation from the Critical Care Course, my loan will be reduced at the following rate:

Hours Scheduled	Amount Loan
<u>Per Week</u>	<u>Reduced Per Month</u>
40	\$80
32	60
24	40
16	20

I understand that if I fail to be available to perform such service on the Critical Care Unit or Bone Marrow Unit (or as otherwise assigned), Swedish Medical Center shall be entitled to recover the full balance due and may withhold any funds or benefits I have accrued, i.e., termination pay, including accrued annual leave and/or final paycheck, to apply towards my unpaid debt. If there remains a loan balance due after application of the above-identified funds, any amount which Swedish Medical Center is entitled to recover shall be paid by me in monthly installments beginning thirty (30) days after the date of termination. The monthly installment payments shall be at the same rate as the payback provision schedule (e.g., if previously scheduled to work thirty-two (32) hours per week at date of termination, the monthly payment is \$60). I understand that interest on the balance due will begin upon termination of employment and the first installment will be due thirty (30) days from termination. I will be billed for the installment, together with interest at the same percentage that is currently being charged by the Swedish Medical Center Credit Union at the time of my termination. Failure to pay any installment when due will cause the entire loan balance to be accelerated and the entire loan balance will immediately become due and payable, no longer giving me the option to pay the loan off on a monthly basis.

#### **4. Conditions for Break in Service, Waiver and Cancellation**

I hereby understand that Swedish Medical Center will suspend the loan repayment obligation and extend the period for repayment during (1) any period of temporary physical disability that prevents me from working, or (2) if I am subject to any involuntary layoff.

Swedish Medical Center will cancel the repayment obligation (1) upon my death, or (2) where circumstances beyond my control prevents me from maintaining employment which would give me the financial resources to repay the loan, such as permanent or total disability or not being recalled from layoff or an act of God, or national emergency. If I am discharged for cause from Swedish Medical Center, any funds or benefits including termination pay, accrued annual leave and/or final pay checks will be applied to this loan with no further payments required.

#### **5. Change of Address and/or Name**

I agree to keep Swedish Medical Center advised of any change of address and/or name until such time as my total obligation is fulfilled.

#### **6. Certification**

I certify that if this loan is made, I will abide by the requirements and provisions of this loan repayment agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM G**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**PERIOPERATIVE NURSING CERTIFICATE PROGRAM**  
**LOAN ASSURANCE**

I, the undersigned \_\_\_\_\_

(insert employee's name)

agree to fulfill the financial and service obligations as outlined below.

**1. Loan**

I understand that upon completion of the Perioperative Nursing Certificate Program, I will owe Swedish Medical Center a total sum of two thousand dollars (\$2,000).

**2. Service Requirements**

I hereby agree that I will remain employed as a professional nurse at Swedish Medical Center for a period of at least one (1) year after graduation from the program at .9 FTE or greater status (thirty-six (36) hours per week or more, if it is available to me), until my loan has been repaid. If I voluntarily terminate my employment relationship with Swedish Medical Center or request an alternative employment arrangement that is unacceptable to the Swedish Medical Center, Swedish Medical Center will have the legal rights listed below. I also agree that if I drop out of the Perioperative Nursing Certificate Program before graduation, I will still have an outstanding loan based upon the time spent in the Program. In such event, the loan balance will be based upon the percentage of the course taken times the initial cost of the program.

**3. Payback Provisions**

I understand that during the time I remain employed at Swedish Medical Center after my graduation from the Perioperative Nursing Certificate Program, my loan will be reduced at the following rate:

Hours Scheduled	Amount Loan
<u>Per Week</u>	<u>Reduced Per Month</u>
40/36	\$170

I understand that if I fail to be available to perform the services for which I have been trained under the program, Swedish Medical Center shall be entitled to recover the full balance due and may withhold any funds or benefits I have accrued, i.e., termination pay, including accrued annual leave and/or final paycheck, to apply towards my unpaid debt. If there remains a loan balance due after application of the above-identified funds, any amount which Swedish Medical Center is entitled to recover shall be paid by me in monthly installments beginning thirty (30) days after the date of termination. The monthly installment payments shall be at the same rate as the payback provision schedule. I understand that interest on the balance due will begin upon termination of employment and the first installment will be due thirty (30) days from termination. I will be billed for the installment, together with interest at the same percentage that is currently being charged by the Swedish Medical Center Credit Union at the time of my termination. Failure to pay any installment when due will cause the entire loan balance to be accelerated and the entire loan balance will immediately become due and payable, no longer giving me the option to pay the loan off on a monthly basis.

**4. Conditions for Break in Service, Waiver and Cancellation**

I hereby understand that Swedish Medical Center will suspend the loan repayment obligation and extend the period for repayment during (1) any period of temporary physical disability that prevents me from working, or (2) if I am subject to any involuntary layoff.

Swedish Medical Center will cancel the repayment obligation (1) upon my death, or (2) where circumstances beyond my control prevents me from maintaining employment which would give me the financial resources to repay the loan, such as permanent or total disability or not being recalled from layoff or an act of God, or national emergency. If I am discharged for cause from Swedish Medical Center, any funds or benefits including termination pay, accrued annual leave and/or final pay checks will be applied to this loan with no further payments required.

**5. Change of Address and/or Name**

I agree to keep Swedish Medical Center advised of any change of address and/or name until such time as my total obligation is fulfilled.

**6. Certification**

I certify that if this loan is made, I will abide by the requirements and provisions of this loan repayment agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUMH**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**RESIDENCY NURSE PROGRAM**  
**LOAN ASSURANCE**

I, the undersigned \_\_\_\_\_

(insert employee's name)

agree to fulfill the financial and service obligations as outlined below.

**1. Loan**

I understand that upon completion of the Residency Program, (Program) I will owe Swedish Medical Center (SMC) a total sum of five thousand dollars (\$5,000).

**2. Service Requirements**

I hereby agree that I will remain employed as a professional nurse at SMC for a period of at least two (2) years after completion of the Program at .9 FTE or greater status (thirty-six (36) hours per week or more, if it is available to me), until my loan has been repaid. If I voluntarily terminate my employment relationship with SMC or transfer to an alternative employment arrangement that is no longer a RN, SMC will have the legal rights listed below. I also agree that if I drop out of the Program before completion, I will still have an outstanding loan prorated to the time spent in the Program. In such event, the loan balance will be based upon the percentage of the course taken times \$5,000.00

**3. Payback Provisions**

I understand that during the time I remain employed at SMC after completion of the initial Program, my loan will be reduced at the following rate:

Hours Scheduled	Amount Loan
<u>Per Week</u>	<u>Reduced Per Month</u>
40/36	\$208

I understand that if I fail to be available to perform the services for which I have been trained under the Program, SMC shall be entitled to recover the balance due and may withhold any funds or benefits I have accrued, i.e., termination pay, including accrued

annual leave and/or final paycheck, to apply towards my unpaid debt. If there remains a loan balance due after application of the above-identified funds, any amount which SMC is entitled to recover shall be paid by me in monthly installments beginning thirty (30) days after the date of termination. The monthly installment payments shall be at the same rate as the payback provision schedule. I understand that interest on the balance due will begin upon termination of employment and the first installment will be due thirty (30) days from termination. I will be billed for the installment, together with interest at the same percentage that is currently being charged by the SMC Credit Union at the time of my termination. Failure to pay any installment when due will cause the entire loan balance to be accelerated and the entire loan balance will immediately become due and payable, no longer giving me the option to pay the loan off on a monthly basis.

**4. Conditions for Break in Service, Waiver and Cancellation**

I hereby understand that SMC will suspend the loan repayment obligation and extend the period for repayment during (1) any period of temporary physical disability that prevents me from working, or (2) if I am subject to any involuntary layoff.

SMC will cancel the repayment obligation (1) upon my death, or (2) where circumstances beyond my control prevents me from maintaining employment which would give me the financial resources to repay the loan, such as permanent or total disability or not being recalled from layoff or an act of God, or national emergency. If I am discharged for cause from SMC, any funds or benefits including termination pay, accrued annual leave and/or final pay checks will be applied to this loan with no further payments required.

**5. Change of Address and/or Name**

I agree to keep SMC advised of any change of address and/or name until such time as my total obligation is fulfilled.

**6. Certification**

I certify that if this loan is made, I will abide by the requirements and provisions of this loan repayment agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM I**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**PER DIEM NURSE GUIDELINES**

**Definition.**

A nurse 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 employee absenteeism.

**Qualifications.**

1. Current Washington State RN license.
2. Successful completion of one (1) year experience in an acute care setting.
3. Ability to function independently and competently within specified clinical grouping.
4. Current experience meets hospital/unit needs with minimum orientation.

**Expectations.**

1. Per diem nurses must be available a minimum of thirty-six (36) hours per schedule period. Managers will identify shifts for which per diem nurses are needed and then per diem nurses will give availability based on that list. If the manager fails to provide a list, then the per diem nurses may make themselves available for any shift. Per diem nurses must schedule their minimum of 36 hours prior to the schedule posting date. Increasing per diem availability will be discussed at the ABC committee.

Additional worked shifts will not be paid at an overtime premium rate unless the per diem nurse has worked the required thirty-six (36) hours in a schedule period. The first thirty-six (36) hours of each schedule period will be paid at the regular per diem rate (appropriate shift differentials/premiums will be applied).

2. Per diem nurses 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 nurses may choose to work on consecutive weekends. The premium pay for working a second weekend shall not apply to per diem nurses (10.7).

4. Per diem nurses will be cancelled prior to regular staff in the event of a decrease in census or unit activity (9.1).
5. Per diem nurses 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 nurses will assure that the Director or the Nursing Resource Office has a current telephone number.
7. All overtime needs prior approval from the Director.
8. Per diem nurses scheduled for shifts are committed to work and, therefore, should honor all commitments.
9. Failure to meet these guidelines may result in termination.

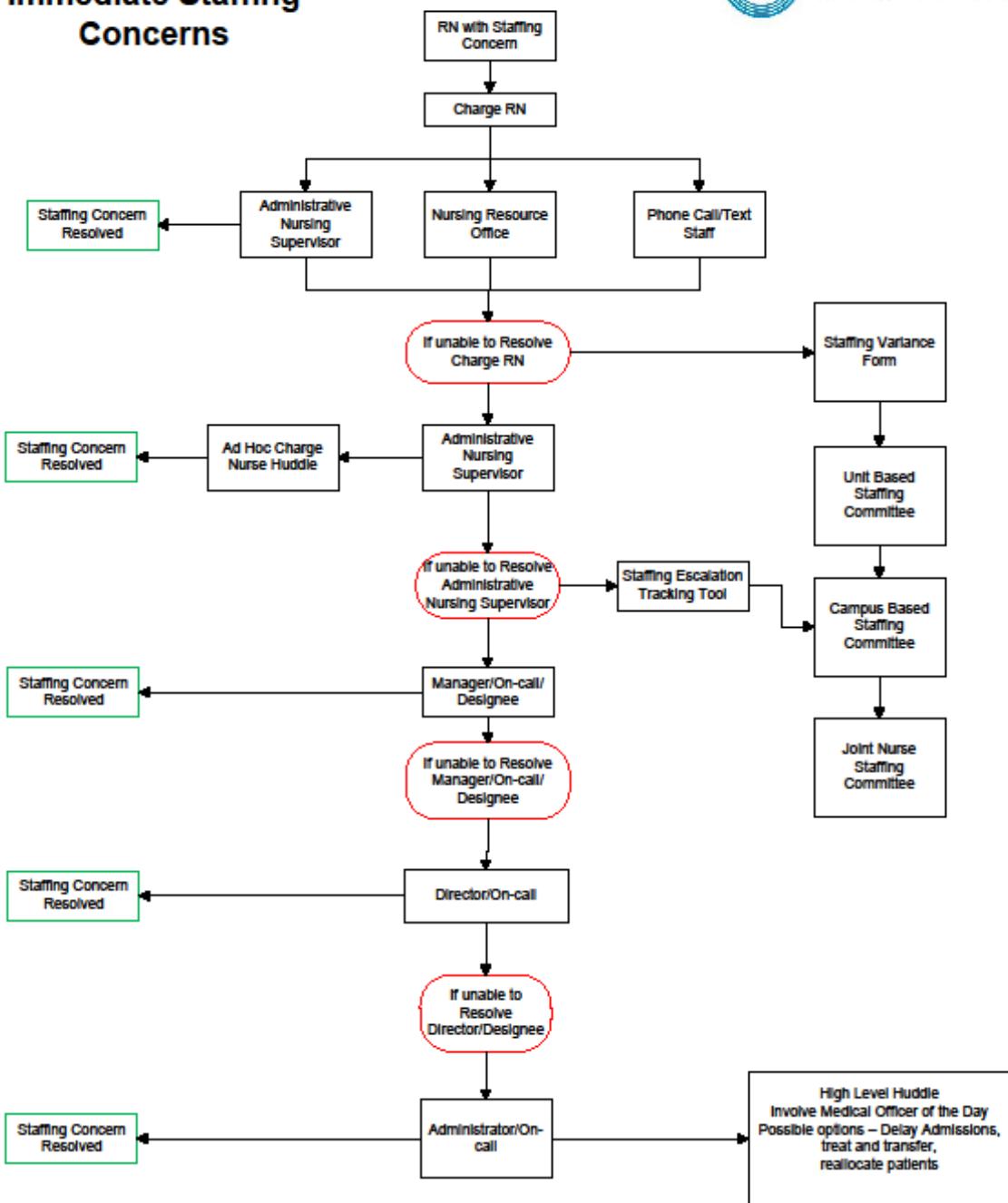
I have read and understand these guidelines.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDENDUM J

### Escalation of Immediate Staffing Concerns



Draft 9/25/15

**SWEDISH MEDICAL CENTER**

**SEIU HEALTHCARE 1199NW**

**ADDENDUM K**

**to the Agreement Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**SWEDISH WELLNESS WORKS PROGRAM**

**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 L**

### **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 Premera 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 calculated each year using the caregiver's base hourly rate, plus applicable premium pay multiplied by their regularly scheduled FTE status in our payroll system.

## ADDENDUM M

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 (deductible does not apply)</b>	Subject to DeltaCare USA schedule of benefits with basic preventive as	100% for PPO dentist 80% for Premier or non-PPO dentist	100% for PPO dentist 80% for Premier or non-PPO dentist

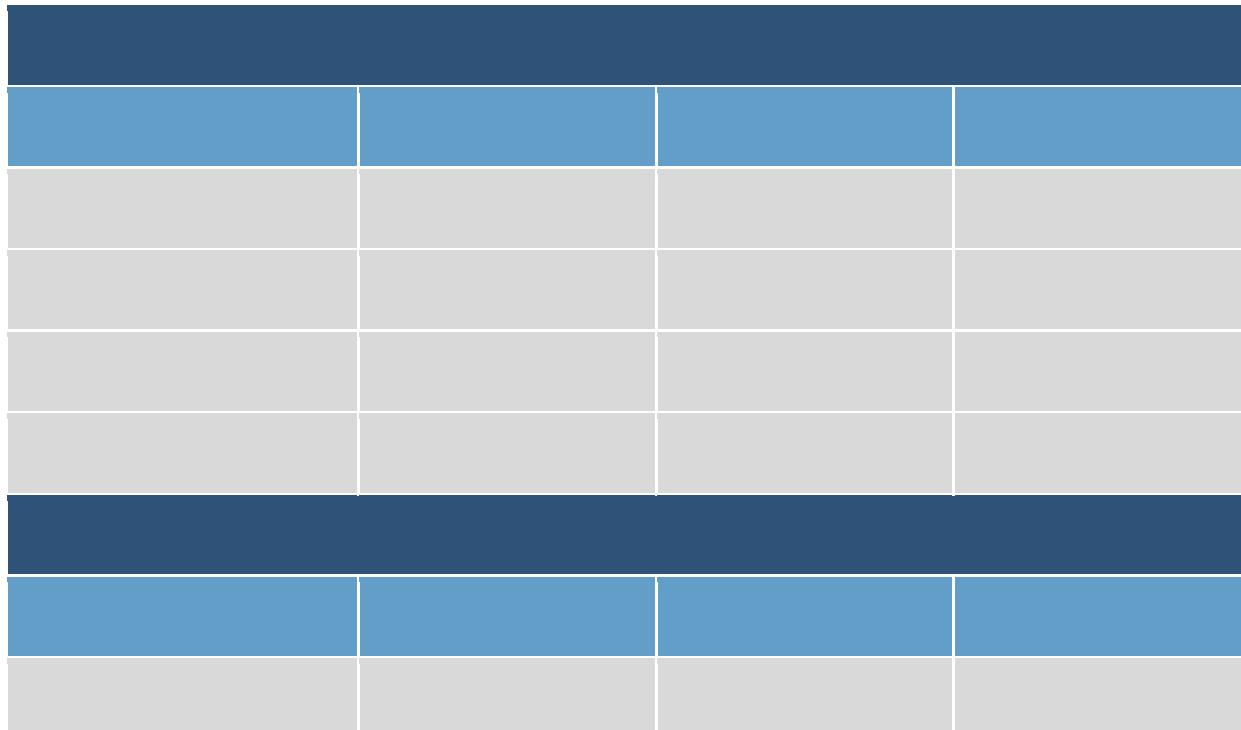
	defined by DeltaCare USA		
<b>Restorative</b>	Subject to DeltaCare USA schedule of benefits	80% for PPO dentist after deductible 70% for Premier or non-PPO dentist after deductible	80% for PPO dentist after deductible 70% for Premier or non-PPO dentist after deductible
<b>Major</b>	Subject to DeltaCare 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
<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> </ul>

	<ul style="list-style-type: none"> <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>			
Coverage	Delta Dental PPO 1500	Delta Dental PPO 2000	VSP Vision
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
<b>Part-time (0.5-0.74 FTE)</b>			
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

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

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## 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. **Bulletin Boards.** The Union agrees that materials to be posted on cafeteria bulletin boards must be approved by the Employer prior to posting.
2. **Work Day.** The normal work day referred to in Section 10.1 is intended to include scheduled shifts of less than eight (8) hours in duration when required by the dictates of the particular clinical service (ex. Tumor Institute).
3. **Seniority.** Prior to ratification of the 1994 - 1997 Agreement, all Swedish Medical Center registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. This previously accrued seniority shall be retained for all of these employees. Effective June 7, 1994, seniority will only accrue while a registered nurse is in the bargaining unit. If a nurse leaves the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. Should a nurse working outside the bargaining unit wish to return to the bargaining unit without a break in service, the nurse shall be entitled to utilize those seniority hours previously accrued for contract purposes.

Prior to the year 2000 strategic alliance, all Cherry Hill Seattle Medical Center (PSMC) registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. The Union and the Swedish Medical Center agree that registered nurse seniority accrued at PSMC up to June 7, 1994, shall be retained by all non-bargaining unit PSMC nurses on the same basis as Swedish non-bargaining unit registered nurses. Should a former PSMC nurse working outside the bargaining unit in any capacity wish to enter the bargaining unit without a break in service, the nurse shall be entitled to utilize those seniority hours accrued prior to June 7, 1994, for contract purposes.

4. **Past Practices.** The intent of the third sentence of Section 22.3, Past Practices, is that if there is a past practice that previously applied to all Swedish Medical Center employees, the practice won't be changed to the detriment of the 1199NW bargaining unit, while it remains in effect for the other Swedish Medical Center employees.
5. **Expanded Hours of Work on a Specific Shift and Unit.** It would be the intent of the Employer that ongoing increased hours of work on a specific unit and shift that are not the result of temporary leaves, vacancies, scheduling requests for time off, or seasonal peaks in patient volume or acuity would be made available for current staff on the specific unit and shift to increase their FTE in accordance with 6.9.

6. **Skill, Competence and Ability.** Where utilized in this Agreement, the term “skill, competence and ability” is intended to include a nurse’s prior experience as a registered nurse.
7. **Traveler Nurses.** Travelers shall not accrue seniority while employed as a traveler at the Swedish Medical Center.
8. **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.
9. **Retraining (Critical Care/Specialty Areas).** For the purpose of providing adequate staffing, filling vacancies, and for the retention of nurses, the Employer will provide a retraining program for nurses to work in designated shortage areas where vacancies exist. To be eligible for this retraining program, the nurse must meet the minimum clinical qualifications based on established criteria for that position. The positions will be posted as provided for in Section 6.9 of the collective bargaining agreement. Training for nurses will be provided on paid time at the nurse’s regular rate of pay with the nurse’s complete benefit package and accrual rate for up to twelve (12) weeks. The actual training commitment will be based on recognized Swedish Medical Center standards for training to the particular area. These retraining commitments will be determined by the Swedish Medical Center based on quality, efficiency and cost effectiveness. This commitment does not apply to Section 8.8, Low Seniority Roster, or 8.9, Orientation Post Restructure. Employees participating in this retraining program, who receive six (6) or more weeks of formal training, must commit to twelve (12) months of employment after completion of training in that position. Nurses choosing to leave prior to completion of the twelve (12) month period will forfeit their accrued annual leave.
10. **FSS Nurses - Grandfathered Employees.** Grandfathered current FSS incumbents as long as they continue to accept assigned work as per prior FSS understanding. This commitment will include prior FSS nurses who have been reassigned to the Med-Surg Float Pool as identified in the attached listing. Flexible Staffing Service nurses referred to in the Swedish Medical Center’s proposal deleting prior Section 10.8 to be included in a letter of understanding who will retain the prior Flexible Staffing Premium on a “Grandfathered” basis:

Grio, Marilyn

Hussein, Salih (Med-Surg Float Pool)

**11. 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.

- 12. Preceptor Program.** In order to provide consistency and continuity in the preceptor training program, the Employer will attempt, to the extent practical, to place the preceptor and preceptee on the same schedule. The parties recognize that the Employer's efforts may be affected by differing FTEs, vacations, illness, other absences or the training classes for the preceptee.

To the extent feasible, the Employer will make a good faith effort not to float a preceptor while the preceptor is precepting a nurse during the clinical orientation phase that includes one-to-one precepting of a resident nurse.

### **13. 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 12.3.1
- Occupational exposures for which Employee Health requires that the employee stays home

- 14. Joint Labor Management Action on Health Care Issues.** The parties recognize that decisions made by elected officials and policy makers in Olympia and Washington, D.C. can have a significant impact on the financing of health care and how care may be delivered at Swedish Medical Center. The parties further agree that one effective way to advocate for a better health system is to work in partnership on issues of common concern and interest. Swedish Medical Center Senior Leadership and SEIU Healthcare 1199NW Leadership agree to meet on a semi-annual basis to discuss health care policy issues and to determine if there is interest in developing joint action plans on any issues of common concern. If so, these issues will be referred to the Labor-Management Committee for specific planning and implementation.

### **15. 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.

**15.1 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.

**15.2 Vacation Donation 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, out of 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. Hours paid from the vacation pool will be paid as vacation time and will accrue benefits for the recipients.

2. Management will collect the donated vacation hours into the pool, and disburse them as additional hours to the normal paychecks received by negotiating team members. 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 to the Union an accounting of the hours disbursed and the hours remaining in the pool, including the balance remaining of each donor's pledged hours.

3. Only those donated hours authorized by the Union for payouts will be deducted from donors' vacation banks. At the end of the bargaining process, any vacation hours pledged by a donor which are not paid out to cover lost wages will remain in that donor's vacation bank.

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

- a. A signed authorization from all RN 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 RN'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 nurse 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 nurse 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 and the number of hours to be paid. This must be received in payroll by noon on the Thursday before the end of the PP. For future negotiations, the Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods. There will be no individual exceptions for requests for payouts which 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 payroll manager to format the Excel spreadsheets.
- d. Donated time will be charged against the negotiating team member's home department.

- 16. Recognition for Patient Care Employees Who Become RNs.** The following understanding shall apply to an employee's base pay adjustment when a Swedish employee becomes licensed and transfers from one patient care job classification to a registered staff nurse position. In such case, the employee will be placed at the base rate of pay on the RN wage schedule. If the employee's prior wage rate was higher than the RN base rate, the employee will be placed on that step of the RN wage schedule that is closest to the employee's prior wage rate and provides for an increase in rate of pay, providing that in the opinion of the Employer the employee has substantial and relevant professional or technical skills in another patient care job classification. Only experience at Swedish will count in this determination. This provision does not apply to external hires. The employee will move to the next longevity step upon completion of 1664 hours of work or twelve (12) months from the transfer date, whichever comes last (Section 5.10)
- 17. Union Organizing.** Absent unexpected circumstances, Swedish Medical Center's (Swedish Medical Center) philosophy is that on occasions where non-represented employees seek representation by SEIU Healthcare 1199NW, each employee in the group being organized is given the opportunity to make an informed decision through a voting process as agreed upon by both Swedish Medical Center and the Union. Swedish Medical Center and the Union will determine the appropriate bargaining unit. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.
- 18. 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.
- 19. Accumulation Cap on Pay Check.** Effective no later than the first pay period in January 2005, the employee's maximum two times (2x) accumulation cap will be displayed on the employee's pay check.
- 20. 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 HR portal.

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.

**21. 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

**22. Floating.** The parties acknowledged that the Ballard float pool currently serves multiple specialty areas and the configuration and requirements of the float staff will be reevaluated as new services are added to the campus.

In addition, the Employer will meet with the union to discuss the proper placement of the new Behavioral Health department and ECT at Ballard and the Clinic Observation Units at First Hill and Edmonds and floating related to these units.

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

**23. 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.

24. **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.
25. **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.
26. **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.

**27. Staffing.** Swedish's leadership commits to make every effort to staff to the matrix consistently and reliably. Swedish matrices currently meet or exceed California nursing ratios. In an attempt to work collaboratively toward this goal, which the parties agree is exacerbated by a shortage of experienced nurses, the Employer and the Union will collaborate on projects that may include:

1. Increasing effectiveness of staffing and labor management committees through training facilitated by Federal Mediation Conciliation Services (FMCS).
2. Exploring adjustment of the patient care model, including potential use of other disciplines in addition to RNs, on a pilot basis.
3. Working together to collaboratively recruit and retain qualified staff including:
  - a. Assessing specialty areas of highest need and jointly reaching out to experienced nurses
  - b. Successful integration of newly hired RNs into Swedish
  - c. Exploring an expansion of mentoring and precepting capacity

**28. 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.

**29. Commitment to Workplace Safety:**

- Swedish commits to having the presence of two (2) security guards 24/7 in the Emergency Departments at Edmonds, First Hill and Cherry Hill. These positions will be posted within ninety (90) days of ratification.
- Within ninety (90) days of ratification Swedish will evaluate the need of additional security in all other Emergency Departments and ACCs.
- The parties understand that the initial FTE allocation is subject to adjustment based on risk assessments.
- Metal detector wands will be available at all Emergency Departments and ACCs.
- Swedish commits to de-escalation and hands-on training to high risk units beginning in third quarter 2020 and will explore how to use a train-the-trainer model for this course.
- All caregivers will have a personal safety device within six (6) months days of ratification.
- Campus Safety Committee:

- Bargaining unit members will participate in the campus based safety committee, with emphasis on participation of high risk units
- SEIU will designate caregivers based on the identified number of staff representatives for each campus
- A standing agenda item will be to review campus workplace violence data and evaluate additional interventions and training needed
- Attendance and minutes will be taken and made available to all bargaining unit members.

**30. Nurse Staffing Committee.** Nurse Staffing Committee is composed of both nursing management and direct care RNs who realize that all hospitals and nursing professionals are responsible for promoting the health and safety of those in their care. We are committed to fulfilling the intent and spirit of the nurse staffing law by working together with a strong collaborative partnership, in an open manner, communicating leadership decisions and recommendations in a timely manner and seeking appropriate consultation and feedback. To assist in creating an environment which will promote a culture of caring, improve clinical outcomes, ensure sound financial stewardship, help ensure patient and staff safety, and is in alignment with the organization's strategic goals, the committee will have input into a house-wide staffing plan that will:

- Be collaborative and reflect our values and the 5 BESTs
- Provide structure to individual units as they develop unit specific evidence-based staffing plans consistent with the above considerations.
- Assure a flexible, nurse-driven process to address and allocate resources to meet immediate and ongoing patient care needs consistent with above considerations.
- Promote best practice standards and support fiscally responsible exploration of options.
- Transform the work environment to ensure the collegial relationships between nursing management and direct care RNs as we provide quality nursing care.
- Operationally, Swedish is committed to obtaining staff input regarding changes to the staffing matrix.
- Hospital leadership retains ultimate authority for all matters that pertain to staffing, and the financial viability of the organization, individual hospital, or unit of service.

Swedish Medical Center will pay for Gladys Campbell, RN, to facilitate a dialogue about the staffing committee process.

**31. 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.

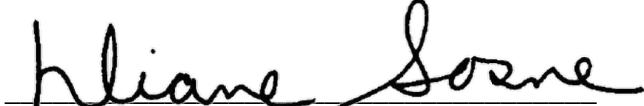
**32. Ratification Bonus.** The bonus amount is \$1,000 for 0.9-1.0 FTE caregivers effective the first full pay period following ratification. For other caregivers, the bonus is prorated by FTE with per diems receiving \$250. The bonus will be subject to required withholdings and deductions.

SWEDISH MEDICAL CENTER

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\_\_\_\_\_ (DATE)

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION



DIANE SOSNE, RN, PRESIDENT

\_\_\_\_\_ (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.

## **MEMORANDUM OF UNDERSTANDING: STAFFING**

### **Break Relief Nurses**

Based current data, the initial allocation of break relief nurses will be 44 FTEs. The parties understand that the initial FTE allocation is subject to adjustment based on need or volume pursuant to Article 10.5.1. The initial distribution of the 44 FTE of Break Relief RNs will be discussed with the Joint Nurse Staffing Committee and/or the Campus Staffing Committees. The Committee will seek to reach agreement on the distribution and assignment of the 44 FTE if possible within 90 days of ratification. If agreement is not reached on distribution of the FTE, the FTE will be assigned and the committee will continue to evaluate per Article 10.5.1.

### **Growing IV Proficiency (SMC Only)**

Swedish recognizes the need to grow the IV proficiency of the bedside nurses. Each campus (except Edmonds) will designate an IV Education Team, consisting of 4.4 FTE of RNs, to support just-in-time training and development of IV skills, with the goal of increasing the proficiency of IV skills at the bedside. IV Education Teams will be implemented at each campus (except Edmonds) within ninety (90) days after ratification. This additional support will be in place for a duration of six (6) months, subject to extension based on need.

### **Predictive Staffing and Float Pools**

Swedish Medical Center and Swedish Edmonds will begin utilizing elements of predictive staffing to augment the current FTE of the multi-campus float pools. Based on current data the initial allocation will be 100 FTEs. The parties understand that the initial FTE allocation is subject to adjustment based on need or volume. In addition, pursuant to Article 7.3, the parties will review the size of the campus-based float pools on a quarterly basis through the JNSC.

### **Post Ratification Matrix Workgroup**

Within sixty (60) days of ratification, leaders from the following units will meet with union selected represented to discuss the following, based on the new language of 17.3.2.2:

- (1) Issaquah
  - a. General Surgical – 1 RN added at census point 7 for 1900-0730, 1 NAC on both shifts at census point 8, 1 RN added at census point 12 for 1900-0730, 1 NAC at census point 13 for both shifts, 1 RN added at census point 16 and 70 for 1900-0730,
  - b. Medical Oncology – additional NAC at census points 13-18 for 1900-0730, additional NAC at census points 17 and 18 for 0700-1930
  - c. Medical Specialty Unit – return to 2015 matrix
- (2) Ballard
  - a. Acute Care – return to 1/19/2017 approved matrix
  - b. Emergency Services – return to 2019 matrix
- (3) Edmonds
  - a. Emergency Services 1 RN 1700-0500 Triage Coverage, 1 ED Tech 0700-1500
- (4) Cherry Hill
  - a. Rehabilitation – same charge hours on night shift as days and evenings in 2020 matrix
  - b. Emergency Services – additional RN for triage, all shifts
- (5) First Hill
  - a. Telemetry – 7SW – return to 2018 matrix
  - b. Medical Telemetry – 10SW - return to 2018 matrix
  - c. Ortho Services –  $\frac{3}{4}$  increase HPPD from 8.77 to 9.05

- d. ICU/IMCU – 2020 matrix submitted, decrease 1 NAC and increase by 1 RN at all census points
  - e. Postpartum – 2 charge nurses for all census points, 3 charges above 70 census points
  - f. General Surgical – 10E – in 2020 matrix increase 1 RN at census points 24-27 from 2300-0700
- (6) Redmond
- a. Emergency Department - Mid-shift nurse every day (for example 11a-11p or Noon-Midnight) to cover lunches or if there is a psych patient that pulls a tech

**Establish Safety Resource Fund**

A one-time resource fund in the amount of \$25,000 to allow members of a Joint Labor Management Committee to travel and observe how other health care systems are addressing workplace safety concerns and recommend best practices.

**Establish front line recruitment fund**

Employees play a critical role in the recruitment of new nurses. Swedish agrees to fund \$25,000 to support the joint efforts to recruit nurses to Swedish and fill open positions.

This side letter expires on June 30, 2023.

## **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.

This MOU expires on June 30, 2023.

## **BSN REQUIREMENT ASSISTANCE**

The parties have a joint commitment to:

- Enabling educational advancement for bargaining unit nurses for obtaining a BSN
- Ensuring success for incumbent service workers in nursing programs for the purpose of increased diversity

In order to meet these goals, the parties will:

- 1) Labor and Management will work together with the Training Fund to ensure there is a list and regular communications of recommended accredited BSN completion programs located both locally and online;
- 2) Labor and management will work together with the Training Fund to assist in creating a template for accredited BSN completion programs that enable employees to easily navigate programs' admission policies, prerequisites, program requirements, duration and costs; Assistance with school and Training Fund applications will be available through the Training Fund
- 3) Nursing management will provide direct assistance when requested, along with the Training Fund, to employees by working with schools of nursing to facilitate a nurse's admission into accredited BSN completion programs;
- 4) Nursing management will make a good faith effort, to work with the nurse so that work schedules are adjusted to accommodate class schedules in an accredited BSN completion program (including a possible temporary reduction in FTE), and will ensure reinstatement to the nurse's original FTE upon successful completion of the program. In the event a nurse needs further assistance in having their schedule adjusted, the Nurse Executive of the campus will be available for consultation.

Nurses hired after 1/1/2013, who have signed an agreement, will be required to obtain their BSN within seven (7) years of employment. Nurses hired after 1/1/2016, who have signed an agreement will be required to obtain their BSN within six (6) years.

In the event that the employee does not acquire his/her BSN by the above deadlines, there will be a labor/management review process and discussion on the nurse's individual circumstance.

Nurses hired prior to 1/1/2013 will not be subject to any mandatory requirement to attain a BSN.

Quarterly, the Union and Swedish Medical Center will jointly review data, including but not limited to:

- 1) Number of newly hired ADNs since December 2012 who have obtained a BSN;
- 2) Number of newly hired ADNs since December 2012 who have not obtained a BSN;
- 3) Number of incumbent ADNs who have obtained a BSN.

Swedish will provide additional tuition assistance (\$5250 annually, prorated for FTE,) for any BSN candidate who signed an agreement and cannot get funding through the Training Fund due to capacity.

**Letter of Understanding**

**Between Swedish Medical Center And**

**SEIU Healthcare 1199NW**

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

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

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

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

in when volume dictates that it is necessary.

18. The UBSC in the ED shall also define the parameters upon which someone is called in, i.e. urgent and emergent standards and shall collect monthly data for hours, days of the week, and frequency of use, as well as what the need was that called for the call shifts, in accordance with the CBA. Call shall not be used to cover regular use of staff that should result in an FTE or per diem.
19. Compensation
  - a. Home base of the Standby staff will pay for standby hours. The campus who utilizes the staff will pay for hours utilized.
  - b. Standby pay is \$4 per hour for nurses and \$3.25 per hour for techs and will be paid 1 1/2 times the regular rate of pay as defined in both contracts.
  - c. There shall be a guarantee of 3 hours of paid time working per the language of both contracts.
  - d. Any floating between campuses will receive Multi-Campus Float premium of \$3.50 for RN per section 7.2.1 of the RN contract or \$1.50 per hour for Techs per section 8.2 of the Service contract.
20. Standby hours will be monitored by manager or designee and UBSC (at least one member of each committee as determined by members of each UBSC)
  - a. Data will be collected at the 30, 60, 90 day mark initially and then quarterly after that.
  - b. UBSC and managers will determine if utilization indicates that an additional FTE is more appropriate.
  - c. This standby is not intended to be a replacement for FTE.





## **LETTER OF UNDERSTANDING – 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.

4. 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 AGREEMENT #1**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

**ADDITIONAL FACILITIES**

**LETTER OF UNDERSTANDING**

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 exercise authority over terms and conditions of employment;

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

### **Neutrality Agreement**

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

1. Swedish Medical Center (including its administrators, supervisors, agents and other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that degrades unionization, promotes “no union” as a choice in the election or that directly or indirectly states or implies any opposition by the Employer to the selection by employees of the Union, or preference or opposition to any particular union as a bargaining representative. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation;
2. In the event the Union files a petition with the National Labor Relations Board:
  - a.) Swedish Medical Center will immediately provide the Union with a current roster of employees including name, job title, department, work location, home address and most recent date of hire;
  - b.) Swedish Medical Center will provide the Union with access to non-work areas of its facilities for the purpose of communicating with employees on non-work time; and
  - c.) Swedish Medical Center will provide supervisors for employees covered by the petition with written notification of Swedish’s commitment contained in Section 1 of this Neutrality Agreement.
3. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Should the parties be unable to agree upon an impartial arbitrator, then the impartial arbitrator shall be chosen from a list of seven (7) arbitrators submitted by the American Arbitration Association, pursuant to its rules for expedited arbitration, upon the written

request of either party. The parties shall request that the list of arbitrators contain only names of individuals familiar with labor law and with experience in the field of arbitration. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the parties. Each party shall pay its own counsel. The arbitrator's authority shall be limited to resolving the dispute, and issuing a cease and desist order, or other forms of injunctive relief, but does not include delaying, postponing or otherwise affecting the normal NLRB election process.

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

SWEDISH MEDICAL CENTER

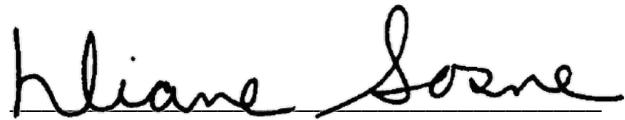
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June Altaras, Swedish Chief Executive

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Date

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION



Diane Sosne, RN, President

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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**

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June Altaras, Swedish Chief Executive

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Date

**SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION**



Diane Sosne, RN, President

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Date

## **MEMORANDUM OF AGREEMENT #3**

**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

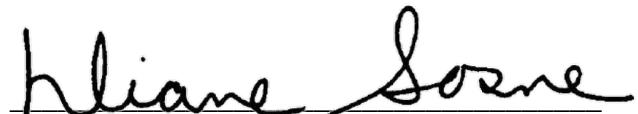
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June Altaras, Swedish Chief Executive

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Date

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION



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Diane Sosne, RN, President

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Date

## **MEMORANDUM OF AGREEMENT #4**

**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 LOU, 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

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June Altaras, Swedish Chief Executive

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Date

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

  
Diane Sosne, RN, President

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Date

## **MEMORANDUM OF AGREEMENT #5**

**Between**

**SWEDISH MEDICAL CENTER**

**and**

**SEIU HEALTHCARE 1199NW**

### **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.

**SEIU HEALTHCARE 1199NW PROPOSAL**  
**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

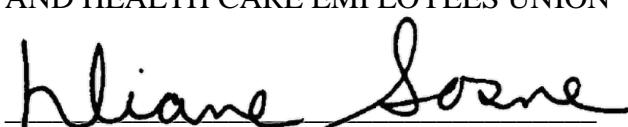
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June Altaras, Swedish Chief Executive

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Date

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

  
Diane Sosne, RN, President

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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.