

Pharmacy Buyers, Pharmacists and Dietitians

Memorandum of Understanding

On October 28, 2021 the National Labor Relations Board certified the results of a secret ballot election with respect to the following group of Swedish Medical Center (SMC) caregivers:

All full-time, part-time and per diem Pharmacy Buyers, Pharmacists and Dietitians employed by the Employer at its Swedish Medical Center located in Seattle, Washington; excluding all other employees, managers, confidential employees and guards and supervisors as defined in the Act.

A majority of the caregivers in the above-defined group of caregivers, voted to be represented by SEIU 1199NW (Union), and to join the existing SMC Technical Bargaining Unit. With respect to this group of caregivers, the parties agree as follows:

1. Swedish Medical Center agrees to accrete the Pharmacy Buyers, Pharmacist and Dietitians into the SMC Technical Bargaining unit and unless otherwise specified in this MOU will extend all the terms set forth in the SMC Technical CBA to the newly represented bargaining unit members.
2. **Placement on the Wage Scale**
 - a. Effective the first full pay period following August 1, 2022, members covered by this MOU will be placed on same wage scales as those applicable to Edmonds Pharmacists (Grade Prof 18), Pharmacy Buyers (Grade Prof 12), and Dietitians (Grade Prof 15) at the rate closest to their current rate without a reduction in hourly wage.
 - b. Within thirty (30) days after the initial scale placement, if applicable, the caregiver will have their scale placement adjusted based on years of relevant experience, consistent with Article 11.3, not to exceed a six percent (6%) increase from the initial scale placement.
 - c. Effective the first full pay period following 2/1/2023, caregivers below the appropriate scale placement based on their relevant years of experience will have their scale placement adjusted to the step reflecting the caregivers' years of relevant experience.
 - d. Members will have sixty (60) days from when they receive notice of their step placement, as outlined in Paragraphs 2.b and 2.c, to request that they be placed at a higher step based on their years of relevant experience in comparable jobs. For each request received the Employer will determine within thirty (30) days whether an upward adjustment in step placement is warranted. The effective date for implementing such an adjustment will be the first full pay period following the determination of each request.

3. Seniority

- a. The following calculation will be used upon ratification to determine the seniority for incumbent members covered by this agreement: years of service (including partial years down to the month) X current FTE X 2080. The results of this seniority calculation will be shared with the union. The employer will provide the union with the seniority calculations within thirty (30) days of execution of this MOU and will correct any discrepancies.

4. FLEX TIME

Dietitians covered by this agreement may select one of two methods for the purpose of calculating overtime payment.

Alternative #1:

Dietitians will accrue overtime for hours worked in excess of forty (40) hours in a seven (7) day work period. The Dietitian is not eligible for daily OT or comp time at one and one-half (1 ½) accrual rate unless hours worked exceed forty (40) hours in the seven (7) day period. Dietitians may adjust scheduled hours within the forty (40) hour work period in accordance with patient and departmental needs, and with the approval of the Department manager.

Alternative # 2:

Caregivers in the Dietitian classifications will be subject to the terms and conditions outlined in Addendum F (Dosimetrists Flexible Work Schedule for the Full Time Employee) of the SMC Tech CBA, and Addendum F shall be retitled "Dosimetrists and Dietitians Flexible Work Schedule for the full Time Employee."

5. Premiums

Lead Pay	\$3.00
Shift 3 Differential	\$6.00

The lead pay and shift 3 differential rates specified in this MOU supersede the rates specified in the SMC Technical Contract for those caregivers accreted in this MOU and will not be pyramided. Caregivers accreted pursuant to this MOU will receive all other premium rates included in the SMC Technical Contract, including per diem benefits 15% in lieu of benefits.

6. SMC proposes that Article 1.2 of the Tech CBA be revised to reflect accretion of these groups as follows:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees in professional

**ADDENDUM F to the Agreement Between
SWEDISH MEDICAL CENTER
And
SEIU HEALTHCARE 1199NW**

**DOSIMETRISTS and DIETITIANS FLEXIBLE WORK SCHEDULE
FOR THE FULL TIME EMPLOYEE**

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


1. **Workday.** The Dosimetrists and Dietitians Flexible Work Schedule may include, subject to patient care needs, such things as unpaid breaks during the work day in which the employee is free to do other things and/or working longer hours one day and shorter hours another day in the same work week. This work schedule shall include one (1) thirty (30) minute unpaid meal period for each shift of five (5) or more hours and one (1) fifteen (15) minute paid rest break for each half shift of four (4) hours or more duration. (See section 10.6 of the Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. Daily overtime and double time provisions as described in Section 10.5 shall not apply to this flexible schedule.
3. **Premium Not Applicable.** Section 10.9, Rest Between Shifts and Section 10.10, Weekends, shall not apply to this flexible schedule.
4. **Discontinuance of Schedule.** Dosimetrists and Dietitians flexible work shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the Dosimetrists and Dietitians Flexible Work Schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

classifications, including, but not limited to, Maternal Fetal Specialty Center Social Worker, Clinical Social Workers Case Management Relief, Clinical Social Workers Case Management, Counselors, Pharmacists, Pharmacy Buyers, Dietitians, and any other professionals employed by the Employer, excluding all registered nurses, other professional employees, non-professional employees, and guards and supervisors as defined in the Act. In the event other professional employees agree to union representation through the election procedure in this Agreement, the Employer will in good faith discuss appropriate placement of such classifications under either the Technical Unit or a new Professional Unit.

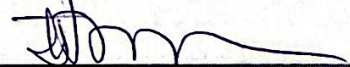
7. **Ratification Bonus.** The first full pay period following ratification of the Memorandum of Understanding by the Union, Management will provide a ratification bonus of \$500, prorated by FTE, to Pharmacists, Pharmacy Buyers, and Dietitians who will be covered by the SMC Tech CBA, except that per diem Pharmacists, Pharmacy Buyers, and Dietitians will receive a ratification bonus of \$125 (25% of \$500).
8. Except as specifically identified in this MOU, all other provisions of the SMC Tech CBA will remain unchanged.

This MOU shall be effective upon execution by the parties.

Swedish Medical Center

By 
Dr. Elizabeth Wako, MD, MBA

SEIU Healthcare 1199NW

By 

Date: 8.3.22

Date: 8/8/22