

Agreement between
SEIU HEALTHCARE 1199NW & SWEDISH/EDMONDS

SWEDISH/EDMONDS

2022-2025 Contract

Registered Nurses



SEIUHealthcare®
United for Quality Care

2022– 2025

COLLECTIVE BARGAINING AGREEMENT

By and Between

SWEDISH/EDMONDS

And

SEIU HEALTHCARE 1199NW

Registered Nurses

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ARTICLE 1 - RECOGNITION

This Agreement is made and entered into by and between Swedish/Edmonds (hereinafter referred to as the "Employer" or the "Hospital") and SEIU Healthcare 1199NW, (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.

This Agreement shall be binding upon Swedish/Edmonds Hospital and any successor employer.

Swedish/Edmonds will give the Union at least sixty (60) days' advance written notice of its intent to sell the Hospital or any part of the Hospital's operations covered by this Agreement that will result in the replacement of bargaining unit employees. During that sixty (60) day period, Swedish/Edmonds will participate with the Union in meaningful discussions of alternatives to such a sale.

No less than thirty (30) days prior to the effective date of a sale covered by the preceding paragraph, Swedish/Edmonds will provide the Union with a copy of all portions of the agreement with the buyer or transferee that are subject to disclosure under the National Labor Relations Act.

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.

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

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "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.

2.1.1 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.

2.1.2 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.

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

2.2 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. When filed with the Employer, the authorization will be honored in accordance with its terms. The amount deducted and a roster of employees in excel format including the employee name, social security or employee ID number, the deduction amount and earnings for the period will be promptly transmitted to the Union along with a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of 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 account of any deduction made from the wages of such employee.

2.3 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 a 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 contribution 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.

2.4 Bargaining Unit Roster.

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

Within ninety (90) days of ratification, Swedish Edmonds 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.

2.5 Negotiations.

2.5.1 Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for nurses participating in Union negotiations (not to exceed one (1) nurse per unit), providing the employee notifies the Unit Director as soon as the employee has knowledge of future meeting dates.

2.5.2 For contract negotiations, Swedish Edmonds will provide one (1) hour of 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.

2.5.3 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:

- a. 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.
- b. 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.

- c. 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.
- d. The Union will be responsible for providing management the following:
 - (i) A signed authorization from all RN donors, modeled on the Swedish/Edmonds Vacation/Annual Leave Donation form language, with the additional clarification that the donor is entering an agreement with the Union and also authorizing Swedish/Edmonds 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 SEIU Healthcare 1199NW to donate no less than four*(4) vacation hours to help our employee negotiators with missed shifts as a result of negotiations and I authorize Swedish/Edmonds to deduct these hours from my vacation bank.

*Hours not needed by employee 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/Edmonds on numbered signature pages and numbered lines for ease of verification.

- (ii) 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 at least one week before the first scheduled bargaining session. Notification of any further donations shall be made no more frequently than monthly thereafter.

- (iii) For each payout, Swedish/Edmonds 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. 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. For future negotiations, Swedish/Edmonds 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.

- e. Donated time will take priority over the donor's own time for purposes of vacation requests.
- f. Donated hours will be paid out as hours, and will not be converted to dollars prior to payout.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises.

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

3.2 Officers/Delegates.

The Union shall designate its officers, delegates and alternate delegates from among employees in the unit. These officers and delegates 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 nonworking times, 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 5.3, 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. A delegate or designees/officer will be allowed one quarter (1/4) hour of paid time at a designated time during the regularly scheduled orientation of newly employed nurses to introduce employees to the Union and the Union contract. 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 time to attend Union-sponsored training in leadership, representation and dispute resolution.

3.2.1 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.

3.3 Bulletin Boards.

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated 'by the Employer on each unit. The Union will provide a copy of posted materials to the Director of Human Resources or designee at the time of posting.

3.4 Meeting Rooms

In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the unit, provided sufficient advance request for meeting facilities is coordinated as designated by the Human Resources Department and space is available.

ARTICLE 4 - DEFINITIONS

4.1 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 designated preceptor(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. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be compensated at the staff nurse rate of pay. Nurses working under close and direct supervision shall not be assigned charge duty or as a team leader without a staff nurse being present in the unit, except in cases of emergency.

4.2 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 Director of Nursing Service shall be classified as a staff nurse for starting pay purposes.

4.3 Charge Nurse.

A registered nurse who is assigned by the Employer the responsibility for an organized unit. The definition of an "organized unit" shall be defined by the Employer. A charge nurse shall use their professional judgment to recognize when it is appropriate or necessary to take on

patients, based on patient needs and nurse competency, subject to review and modification by the unit manager.

4.4 Preceptor.

A preceptor is an experienced staff nurse who has completed the Hospital's preceptor training course and who is proficient in clinical teaching and who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a nurse enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. Nurses assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care responsibilities. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate under the direction of the designated preceptor(s) in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

4.5 Full-Time Nurse.

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

4.6 Part-Time Nurse.

A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.7 Per Diem Nurse.

A nurse without an assigned FTE employed 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 may be scheduled on an on call basis. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential. Per diem nurses shall receive longevity steps and shall be eligible for standby pay, callback pay, shift differentials, certification pay and weekend premium pay. Per diem employees are not eligible for medical and dental insurance, but may participate in the retirement plan. A full-time or part-time nurse who changes to per diem status shall retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Per diem nurses may be pre-scheduled for a shift 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 7, Low Census.

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

4.8 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 ninety (90) days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure. Probationary nurses shall not be required to give fourteen (14) days' notice of intention to terminate.

4.9 Length of Service.

For purposes of this Agreement and the method of computing sick leave, annual leave, 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 (wage) increments, and seniority. For purposes of computing longevity (wage) increments 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. Seniority shall mean 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. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals.

4.10 Regular Rate of Pay.

The regular rate of pay shall be defined for contract purposes as the nurse's hourly wage rate, shift differential (if applicable), and certification pay.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 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.

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

5.1.2 Consistent with Swedish Edmonds'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.

5.1.3 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.

5.2 Notice of Resignation.

Nurses shall be required to give at least fourteen (14) days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the nurse impossible.

5.3 Discipline and Discharge.

5.3.1 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 and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. 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. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

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, and 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
- Family and Medical Leave Act
- Absences for which the nurse is receiving time loss benefits through Workers' Compensation
- Reasonable accommodation for a qualifying disability
- Pre-approved scheduled absences
- Absences that are required by Employee Health due to occupational exposure
- Callback relief as specified in 12.3.1
- Occupational exposures for which Employee Health requires that the employee stay home

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

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

(b) If the nurse receives no disciplinary action for one (1) year after receiving a verbal or written warning, the nurse may request, in writing or by email, that the Employer not consider that warning for any further action. The Employer shall advise the nurse in writing or by email, within thirty (30) days, whether the request is granted, and if declined, the reasons for being declined. The decision of whether to grant or decline the request shall be at the sole discretion of the Employer. This subparagraph shall not apply to final warnings.

5.4 Personnel File.

Personnel records will be maintained for each nurse. Information contained in the personnel record 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 personnel records. Nurses will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request.

5.5 Evaluations.

All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills and competencies of the

nurse and for improving and recognizing the nurse's performance. At the nurse's option, the nurse may submit a self-evaluation. However, in the future, if the Employer requires all employees to complete a self-evaluation, all nurses shall also participate. The nurse will be given a copy of the evaluation. 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. A peer evaluation format may be developed in addition to supervisory evaluation on a unit-by-unit basis utilizing input by the nursing staff.

5.6 Communication.

Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.

5.7 Job Openings.

When a regular status job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered equal in the opinion of the Employer. If the Employer is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the nurse will be notified in writing as to when the transfer will be expected to occur. In no event shall the transfer not be made within ninety (90) days after the ending date of the currently posted schedule. Transfers within the unit will be given preference in filling job openings. Notice of job openings shall be posted electronically for seven (7) days in advance of filling where possible. For those units with irregular access or use of computers, paper postings on the unit/department bulletin board will continue. Within three (3) months of ratification, the ABC committee will determine the list of units that require continued paper postings. To be considered for such job opening, a nurse must indicate such interest to the Employer in writing. A nurse shall not be eligible for transfer if (a) they have been transferred at the nurse's request within the last six (6) months; or (b) is within the probationary period. The Employer, at its discretion, may waive these requirements based on patient care needs and shall notify the Union when it does so. Notice of filling will be posted.

5.7.1 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, scheduling requests for time off, or temporary increases 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 Section 5.7. If such ongoing increased hours of work persist for a period in excess of three (3) months, a nurse may request in writing to the Director of Human Resources or designee that these hours be posted. The Director of Human Resources or designee will determine the appropriateness of the request based on the above criteria and respond within fourteen (14) days of the request for review.

5.7.2 Trial Period. An employee who obtains a position in a new classification pursuant to Section 6.5 shall serve a sixty (60) day trial period in a new assignment. The employee shall receive an evaluation at the end of the sixty (60) day period. The trial period may be extended by agreement between the employee and the Employer for a

period of up to thirty (30) days. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.8.

5.8 Additional Hours.

Nurses desiring to work additional shifts shall notify the unit supervisor in writing indicating their availability. Part-time nurses will be given priority for additional shift assignments.

5.9 Parking.

On-call nurses shall be provided parking within close proximity to the Hospital.

5.10 Contracting Out.

There shall be no subcontracting of any bargaining unit work for the life of this Agreement. 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, work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, 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.

5.10.1 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.

5.11 Cross Training

The Employer and Union mutually agree that a collaborative problem solving approach to cross training and related staffing issues is of mutual benefit to all departments and encourage working together towards innovative solutions to the challenges providing quality healthcare.

5.12 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.

ARTICLE 6 - REORGANIZATION: SENIORITY/RESTRUCTURE/LAYOFF/LOW CENSUS

6.1 Guiding Principles. Swedish Edmonds 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

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

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

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

6.3 ABC Committee Oversight

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

6.3.2 Changes Due to Innovations. Swedish Edmonds 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.

6.3.3 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.

6.4 Reorganization Process Procedure

6.4.1 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 6.2.

6.4.2 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.

6.4.3 Change Team

6.4.3.1 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.

6.4.3.2 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.

6.4.3.3 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.

6.4.3.4 Change Team Process Forty (40) Day Implementation Stage. After completion of the Planning Stage in Article 6.4.3.3, the Change Team shall oversee implementation of the change.

The implementation period shall last no less than forty (40) days, except by mutual agreement, to ensure sufficient time for implementation, which may include employee reassignments and rebids. The Change Team's duties include planning communications for the impacted work unit(s), coordinating the rebid and potential employee reassignments, and determining occupational or clinical groups (see 6.5.1.2). A summary of outcomes of the implementation will be communicated to the ABC committee.

6.4.4 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.

6.5 Reassignments and Displaced Employees

6.5.1 Rebid preparation - Rosters, Eligibility and Training Needs

6.5.1.1 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.

6.5.1.2 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.

6.5.1.3 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.

6.5.1.4 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.

6.5.1.5 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 5.7.2. 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

6.5.1.6 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.

6.5.2 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.

6.5.2.1 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

6.5.2.2 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.

6.5.3 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 6.5.1.2, 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.

6.5.3.1 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 6.5.1.3, Eligibility). The employee's current skills and training needs will be assessed.

6.5.3.2 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 6.7.

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.

6.5.3.4 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.

6.5.3.5 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.

6.5.4 Options Following Rebid.

6.5.4.1 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 6.7 Layoff & Recall)

6.6 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.

6.7 Layoff.

6.7.1 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).

6.7.2 Severance Pay. Upon completion of the probationary period, any full-time or part-time employee subject to layoff may elect to voluntarily terminate employment with Swedish Edmonds 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 RNs 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.

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

6.8 Recall.

6.8.1 Displaced Employees, who have not secured a position from the other options under Article 6.5 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.

6.8.2 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 Edmonds. 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.

6.8.3 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 6.5.1.3 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 6.5.3.4.

6.8.4 Recall to Other Department. Employees on recall must review the job postings for open positions outside of their last department. Employees interested in being considered and given preference for an open position outside of their last department must notify Human Resources within seven (7) days of the initial posting.

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

b.) See Comparable Job guidelines in Article 6.5.3.4.

6.8.5 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.

6.8.6 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 7 – LOW CENSUS

7.1 Low Census.

Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. Prior to implementing the low census procedure, the Employer will float nurses to other areas of the Hospital within floating workgroups if the need exists.

7.1.1 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) Nurses working on overtime (including per-diem staff),
- (c). Floating per Article 8
- (d) Volunteers,
- (e) Per diem nurses,

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

7.1.2 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. 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 or all of the shift with the understanding that the employee will report to work at the designated time (Example: 12 hr night shift, Voluntary Low Census given from 7 pm to 11 pm, then employee reports to work at 11 pm for the last 8 hours for the shift.)

C. Voluntary Low Census is given for part or all of the shift and stand-by may be given for part or all of the shift as approved by the manager or designee (for example for a 12-hour shift RN is Voluntary Low Census for the first 4 hrs and may be offered voluntary low census for the next four or eight hours or placed on stand by and receive stand-by pay for the last 4 or 8 hrs at the discretion of the manager). The 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 & 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.

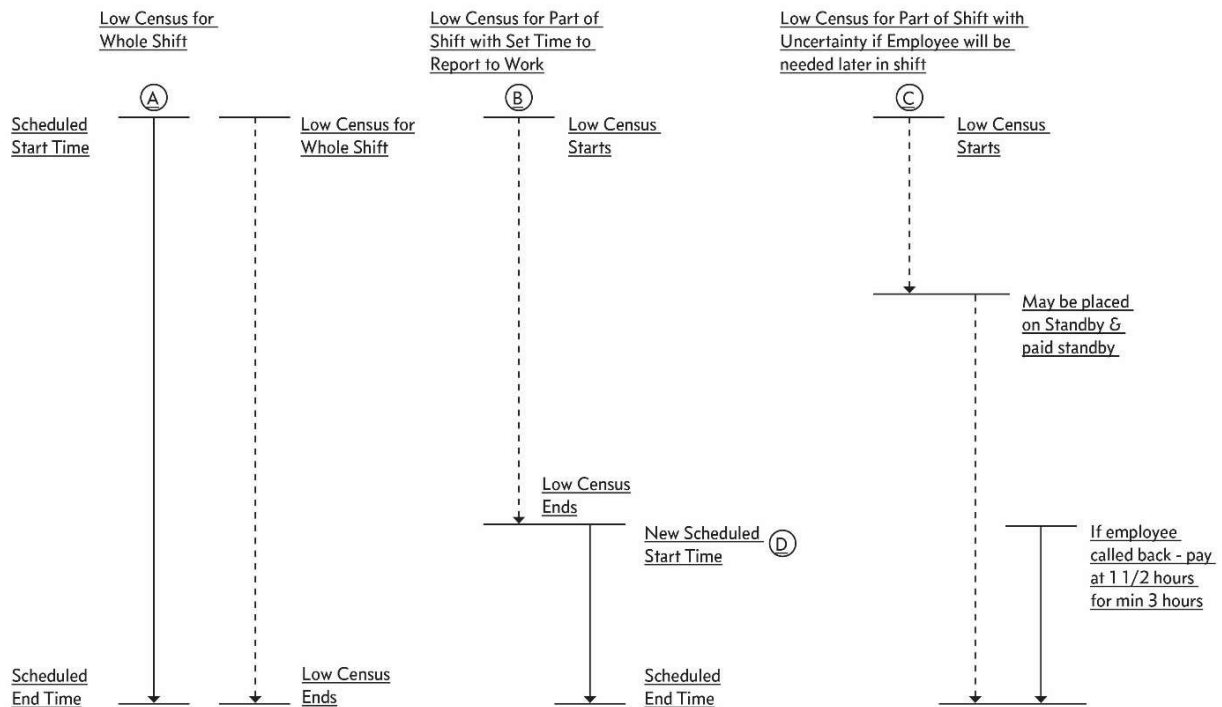
Once an employee goes to standby status it is for the home unit only, not for the house.

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. 6 am for a 7 am start time).

NOTE:

- Staff inquiring or requesting Voluntary Low Census will contact the charge nurse on their home unit or the staffing office, based on the current practice of the unit.
- Final communication, before granting Voluntary Low Census will come from the staffing office 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 may communicate the unit’s Voluntary Low Census plan back to the Staffing Office.

Low Census Chart



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

7.1.3 Mandatory Low Census

If low census, is still needed after going through this order, the Employer will endeavor to rotate use of the low census fund 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.

7.1.4 Low Census Stand-by.

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 stand-by will be paid stand-by 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.

7.1.5 Low Census Fund

Following all of the above (a-d), if 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 to regular full-time and part-time nurses working their regular schedule, up to a maximum of two thousand (2,000) hours per calendar year. Where low census hours exceed two thousand (2,000) hours on a Hospital-wide basis within a calendar year, then nurses will be released from work due to low census conditions as provided for in Section 6.20. 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 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 and 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.

Nurses 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.

7.1.6 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.

7.1.7 Low Census Tracking

The Employer will track use of low census hours. On 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 8 – FLOATING

8.1 Floating is defined as:

1. A change in work unit from a nurse's regular department for a shift or partial shift
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 will serve as primary resources for meeting floating needs within a campus. The Employer retains the right 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.

8.1.1 Floating Sequence

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

1. Campus Based Float pool staff
2. Agency/ Travelers (floats out of a unit)
3. Volunteers
4. Floating Rotation within the workgroup
If staff cannot be floated from a unit leaving the unit below core or staffing matrix:
5. Per diem
6. Staff working additional shifts or overtime

If a nurse on standby is called in and that unit needs to float a nurse, that unit will float a nurse by mutual agreement except in extreme emergencies where

a patient would go without care. These extreme emergency situations will be on a staffing exception form to be made available by the Employer, and forwarded to the Staffing Committee Co-chairs. The Co-chairs will evaluate whether the matter needs further review, and if so, will bring the matter to the 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 it will be tracked on a staffing variance form and reviewed by the staffing committee.

All nurses floating will receive orientation or training appropriate to the assignment and will be assigned a resource person from the unit's permanent staff for clinical guidance as needed. Managers will proactively schedule orientation/training of staff prior to floating. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned and patients to which such nurse is assigned. 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.

Nursing managers in consultation with staff nurses including the delegate 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, the staffing committee will create and review a unit specific outline of the nursing care guidelines for the typical patients found on these units, to be used as a reference before and during the shift. The guidelines will include a description of the patient population, the care environment, any specialized

documentation, and the unit's general schedule of activities. It will be updated as needed for new competencies or procedures.

The tool will feature a checklist that details the specialized competencies or procedure required of regularly assigned staff. 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 designated resource nurse on the unit who will have a reduced patient assignment.

A record will be kept by each RN detailing units for which they have been oriented/trained with the date.

A copy of the record will be furnished to the home unit manager.

It is the responsibility of the charge nurse/ designated resource 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.

8.2 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 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 from the closed unit working on another unit will be eligible for the six dollar (\$6.00) 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.

8.2.1 Floating Work Groups.^{1/}

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.

* To be discussed post ratification per agreed to process.

1. Childbirth Center
2. Special Care Nursery
3. Medical-Ortho Unit
Surgery-Oncology Unit
Ambulatory Infusion Center (Surgical Oncology floats to AIC and AIC does not float to other units)
4. Psychiatry
5. Progressive Care Unit (PCU) / Intensive Care Unit (ICU) (Only ICU float to PCU)
6. Cardiac Rehab
7. Ambulatory Care
Endoscopy
8. Cardiac Cath
9. Cardiac Imaging-Support
10. Case Management
11. Diabetes Education
12. Emergency Department
13. Eye Surgery
14. PICC Nursing Team
15. PACU (Recovery)
16. Surgery
17. Wound Nurses

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

8.3 Float Pools.

The number of campus-based float pool employees will be monitored and adjusted on a quarterly basis by the Joint Nurse Staffing Committee who will report to the ABC committee. Data from all units 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.

The Float pool shall be continued and/or established as follows:

The Float Pool. The Float Pool will be staffed with nurses who have current adult critical care or current acute care medical surgical nursing experience. Nurses shall be required to work in all units within the campus and will have the ability to determine two units which they do not float to. Nurses will be trained to all of the areas they float to. Nurses may be assigned to house float (SWAT team) to carry a pager and work multiple units.

Each float pool staff will receive orientation to the physical unit and the care requirements of the patients on that unit and campus. During 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 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. If issues arise resulting from floating such matters may be brought to the ABC Committee.

Nurses assigned to the Nurse Float Pool shall be paid a premium of \$5.00 per hour above their base wage rate for all hours worked.

8.4 Multi-Campus Units.

There are no nursing units required to do cross campus floating. In the event the Employer decides to create cross campus assignments, the Employer will meet with the Union and representatives of staff to address staff concerns and convene a Change Team. All applicable contractual practices will be followed.

8.5 Floating Rotation.

Swedish Edmonds agrees that reassignments from a posted schedule will be minimized as reasonably possible. When it is necessary to float a nurse to another unit or department the Employer agrees to follow 7.1.1 floating sequence and when necessary to float a unit based staff member In the event there are no volunteers, the Employer will rotate floating or reassignments equitably among all employees in the affected job classification on a unit on each shift, starting with the least senior employee first, provided skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to

float 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.

ARTICLE 9 -HOURS OF WORK AND OVERTIME

9.1 Work Day.

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

9.2 Work Period.

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

9.3 Innovative Work Schedules.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Hospital and the nurse involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least forty-five (45) days' advance notice to the nurse.

9.4 Work Schedules.

It is recognized and understood that deviations from the foregoing normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Monthly work 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 schedule may be changed only by mutual consent.

Swedish Edmonds 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 appropriate 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 appropriate 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 process, the parties will review unit satisfaction with the process, with the intent of maximizing schedule predictability and caregiver preference when possible.

9.5 Overtime.

Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay 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 within the 24-hour period shall be paid at the rate of double time (2x) the nurse's regular rate of pay. Time paid for but not worked (including on-call pay and pay for educational purposes that are not required by the Employer) shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1½) or double time (2x). When a nurse is eligible for both time and one-half (1½) 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.

9.5.1 Prohibition of Mandatory Overtime.

(a) Preamble. The legislature of the State of Washington passed a law (SB 6675) which states as follows: "Washington State is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care."

(b) Mandatory Overtime Prohibited. Subject to the exceptions set forth below no nurse (subject to SB 6675) covered by this collective bargaining agreement may be required to work overtime. Attempts to compel or force nurses to work overtime are contrary to public policy. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a nurse to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the nurse.

(c) Exceptions. This section does not apply to overtime work that occurs: (1) Because of any unforeseeable emergent circumstance; (2) Because of prescheduled on-call time; (3) When the Employer documents that the Employer has used reasonable efforts to obtain staffing. An Employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (4) When a nurse is required to work overtime to complete a patient care procedure already in progress where the absence of the nurse could have an adverse effect on the patient.

(d) Definitions. (1) "Prescheduled on-call time" means on-call that has been scheduled in accordance with the normal scheduling provisions of this collective bargaining agreement. (2) "Reasonable efforts" means that the Employer, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage: (a) seeks individuals to volunteer to work extra time from all available qualified staff who are working; (b) contacts qualified nurses who have made themselves available to work extra time; (c) seeks the use of per diem staff; and (d) seeks personnel from a contracted temporary agency. (3) "Unforeseeable emergent circumstance" means (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services. (4) "Overtime" means the hours worked in excess of an agreed upon, predetermined, regularly scheduled shift within a twenty-four (24) hour period not to exceed twelve (12) hours in a twenty-four (24) hour period or eighty (80) hours in a consecutive fourteen (14) day period.

9.6 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 (½) hour. Nurses required by the Employer to remain on duty or in the hospital 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. Nurses 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. Subject to prior approval, meal and/or rest periods may be combined.

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.

9.6.1 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.

9.7 Report Pay.

Nurses who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the nurse at least one and one-half (1 ½) hours in advance of the scheduled shift. It shall be the responsibility of the nurse to notify the Hospital of the employee's current address and telephone number.

9.8 Weekends.

The Employer will make a good faith effort to schedule all regular full and part-time nurses for at least every other weekend off. The availability of weekend work shall be determined by the Employer. In the event a nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1½) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule. Subject to advance approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition or premium pay condition pursuant to this section. The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. This section shall not apply to employees who request the trading of weekends or volunteer for more frequent weekend duty. Premium pay provided for in this section shall not apply to time spent for educational purposes.

9.9 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. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts (other than extra shifts for which the nurse is being paid double time or when nurses are trading shifts for their own convenience), all time worked within this twelve (12) hour period shall be at time and one-half. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

9.9.1 Rest Between Shifts for 12 Hour and 7/70 Shifts. In scheduling work assignments, the Employer will make a good faiths effort to provide each nurse 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 at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 11.

9.10 Shift Rotation.

Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis; subject to skill, competence and ability in the opinion of the Employer, until the staff vacancies are filled.

9.11 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, providing there is no conflict between their current schedule and the schedule related to the posted hours.

ARTICLE 10 - COMPENSATION

10.1 Wage Rates.

Nurses covered by this agreement shall be paid in accordance with the hourly wage schedule attached as Appendix A to this Agreement.

Effective the first full pay period following ratification, employees will receive 4% across the board increase, except no employee shall receive less than a \$1.25 per hour wage increase.

Effective the first full pay period following 4/1/2023, employees will receive 9.5% across the board increase, except no employee shall receive less than a \$3.00 per hour wage increase.

Effective the first full pay period following 10/1/2023, employees will receive 4% across the board increase, except no employee shall receive less than a \$1.25 per hour wage increase.

Effective the first full pay period following 10/1/2024, employees will receive 4% across the board increase, except no employee shall receive less than a \$1.00 per hour wage increase.

10.2 Date of Implementation.

Wage increases, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated. Longevity steps shall become effective at the beginning of the pay period closest to the date designated by contract.

10.3 Recognition for Past Experience - New Hires.

All nurses hired during the term of this Agreement shall be given credit for verified applicable nursing experience when placed on the wage scale. Applicable nursing experience shall be defined as verifiable clinical nursing experience as a registered nurse (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 Director of Nursing Service. The above commitment assumes full-time employment (one [1] year = 1664 hours or 12 months, whichever is greater). Prior experience gained while working on a part-time basis will result in a pro rata adjustment to the starting pay rate, based on hours worked.

In the event an RN new hire has previous LPN experience, they shall receive credit based on the above definition on the basis of two (2) years of LPN experience to equal one (1) year of RN experience.

10.4 Wage Premium in Lieu of Benefits.

In lieu of all benefits except for shift differential, charge pay, preceptor pay, certification pay, callback pay, weekend premium, standby pay and longevity steps, 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 within ten (10) days of the signing of this Agreement, whichever is later, 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 insurance coverage is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either (1) compensation plus benefits or (2) compensation 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.

10.5 Pay Check Errors.

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

Employee errors will be corrected on the next full pay cycle provided the notice of errors is submitted in writing to the Payroll Department by the employee's manager no later than one (1) week following the pay period in which the error occurred.

ARTICLE 11 - OTHER COMPENSATION

11.1 Shift Differential.

Nurses assigned to work the second (typically, 3-11 p.m.) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rates of pay. Effective the first full pay period following October 1, 2022, nurses assigned to work the third (typically, 11 p.m. - 7 a.m.) shift shall be paid a shift differential of four dollars and fifty cents (\$4.50) 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.

11.2 Standby Pay.

Effective the first full pay period following October 1, 2022, nurses placed on standby status off hospital premises shall be compensated at the rate six dollars and seventy-five cents (\$6.75) per hour. Standby pay shall be paid in addition to call back pay. Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Nurses on standby shall be provided with signal devices. Nurses who are on low census shall not be required to be on standby for that low census shift. Nurses called back to work while on standby status shall be paid shift differential for those hours worked on a second or third shift. Effective the first full pay period after October 1, 2022, if a nurse is placed on standby status for more than fifty (50) hours in a pay period, the standby pay for each hour over fifty (50) in the pay period shall be seven dollars and seventy-five cents (\$7.75) per hour.

The Hospital and the Union share a common concern about use of on-call. Toward that end, these provisions shall apply:

No nurse will be required to accept more than 132 hours of on-call per month. Nurses are permitted to take a greater number of hours of on-call voluntarily, but not beyond a safe and reasonable level as determined by the manager.

When a department identifies that it is at risk of exceeding the maximum number of standby or on-call hours as described in this Section, it shall raise the situation to the Nurse

Staffing Committee in a timely manner to address the problem before the maximums are exceeded. The Nurse Staffing Committee shall meet in an expeditious manner to address the problem. Nurses who have already been assigned to the maximum number of on-call/standby hours (even if not actually worked yet) may also raise the situation to the Nurse Staffing Committee. The Nurse Staffing Committee shall make recommendations for addressing the problem. If the department does not implement the recommendations, the Nurse Staffing Committee shall convey the recommendations to the CEO for determination.

11.3 Callback Pay.

Any nurse called back to work after clocking out shall be compensated at the rate of time and one-half (1½) the regular rate of pay. When called back, the nurse shall receive time and one-half (1½) for a minimum of three (3) hours. Travel time to and from the hospital 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. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

11.3.1. If a nurse's callback work ends within eight (8) hours of the nurse's next scheduled start time, the nurse's manager will attempt to accommodate a later start for the nurse, subject to Hospital and patient needs. If a later start occurs, it shall not count as an occurrence under the Employer's Attendance and Absenteeism Policy.

11.3.2 Call Back Volume Assessment.

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

- Salaried on-call positions - See LOU
- Other incentivized weekend shifts
- Expanded hours into the evening
- Staffing model changes.

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

11.3.3 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 nurses lives outside of the required response time, a hotel voucher will be provided.

11.4 Charge Nurse Pay.

Effective the first full pay period following October 1, 2022, any nurse assigned as a

Charge Nurse shall receive three dollars (\$3.00) per hour over the regular rate of pay.

11.5 Preceptor Pay.

Effective the first full pay period following October 1, 2022, any nurse assigned as a preceptor shall receive a premium of two dollars (\$2.00) per hour.

11.6 Weekend Premium Pay.

Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour for each hour worked on the weekend in addition to the nurse's regular rate of pay. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

11.7 Work in Advance of Shift.

When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay. 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.

11.8 Work on Day Off.

Full-time nurses called in on their scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Part-time nurses who work on a day not scheduled shall be paid at the applicable rate of pay.

11.9 Temporary Assignment.

Temporary assignment to a higher paid position for eight (8) or more consecutive hours shall be compensated at a mutually agreed upon rate of pay.

11.10 Certification Premium.

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 Director of Nursing, 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.

ARTICLE 12 - ANNUAL LEAVE

12.1 Accrual.

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

<u>Upon Completion of:</u> <u>(2080 hours – 1 year)</u>	<u>Annual Leave</u>
1 year	8 (+10)* days (64 + 80 hours)
2 years, 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 (224 232 hours)
12 or more years	31 days (248 hours)

*During the first year of employment, the nurse will accrue annual leave at the rate of two thirds (2/3) day per month. Upon completion of the first calendar year of employment, all annual leave accrued during the year will be credited to the nurse's annual leave account.

Note: Nurses who have selected the wage premium in lieu of benefits option (Section 8.4) shall not be eligible for annual leave benefits.

12.2 Scheduling.

Annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an employee shall be eligible to take any annual leave which has accrued. All annual leave must be scheduled in advance in accordance with hospital policies and be approved by supervision. 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 hospital. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the employee's regular work day. Under special circumstances and only when approved by supervision, partial days may be, granted. Vacation scheduling procedures shall be a proper subject for the Staffing Committee. It is not the responsibility of the employee to find coverage for approved annual leave.

The following guidelines shall apply to scheduling of annual leave:

1. Staff should clearly identify a vacation request to the Manager by designating the period of time the individual wishes to not be scheduled.
2. From Thanksgiving through New Year, vacations will not be inclusive of more than one major (defined) holiday.
3. Non-peak period vacation requests must be submitted in accordance with the Scheduling Calendar.
4. 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.
5. Peak vacation periods for the purpose of this procedure are May 31 through September 15 and November 15 through January 2. Peak period vacation requests will follow the schedule below:

- a. May 31 through September 15 requests must be submitted in writing by February 15 for the current calendar year and will be approved and posted by March 15. Vacation requests 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.

- b. November 15 through January 2 vacation requests submitted in writing by October 1 will be approved and posted by October 15. Vacation requests 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. Annual leave granted during holidays shall be in conjunction with the holiday rotation.

All requests during peak periods will be held until the dates outlined above. Requests will then be evaluated by the Manager (or designee). During peak vacation periods, no more than (2-3) calendar weeks of annual leave will be granted dependent on departmental needs. Prime time vacations of three (3) consecutive weeks will not be granted in the same season two (2) years in a row.

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

6. Non-Peak

- a. Annual leave during non-peak time will be granted on a first come first serve basis.

b. In the case of conflicting requests for annual leave, all annual leave requests will be considered on the basis of the date the request was submitted and seniority.

c. Employees shall present written requests for non-peak annual leave as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted.

d. Employees will be notified in writing within three (3) weeks after the request is submitted as to whether the non-peak annual leave is approved.

e. Vacation requests submitted after established deadlines will be considered and accommodated, if possible. Prior approved annual leave will not be rescinded to accommodate later requests regardless of seniority status.

Reapproval of vacation requests must be obtained if a unit transfer request is approved following vacation approval.

12.3 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. Annual leave shall accumulate to a maximum of 248 hours. A nurse will not lose accrued annual leave without receiving prior written notification from the Employer, nor will a nurse lose accrued annual leave if the Employer was unable to schedule the time off.

12.4 Work on Holidays.

All full-time, part-time and per diem nurses who work 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 (1½) times the nurse's regular rate of pay for all hours worked on the holiday.

12.5 Rotation of Holiday Work.

Holiday work shall be rotated by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

12.6 Payment Upon Termination.

After completion -of one (1) calendar 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 fourteen (14) days' prior written notice, or to those nurses who are discharged for cause.

12.7 Pay Rate.

Annual leave pay shall be paid at the nurse's regular rate of pay.

12.8 Floating Holiday.

After six (6) months of employment, one (1) floating holiday of eight (8) hours in duration shall be granted per calendar year to each full-time employee. Part-time employees shall receive prorated holiday hours based upon the employee's usual hours of work. The floating holiday will accrue separately from annual leave.

12.9 Vacation Time for Unbenefited Employees.

Nurses with FTEs who work in an unbenefited status will be eligible for unpaid annual leave in accordance with the scheduling procedures in Section 12.2 and in the amounts specified in Section 12.1 above.

ARTICLE 13 - SICK LEAVE

13.1 Accrual.

Full-time and part-time nurses who have not elected the wage premium in lieu of benefits shall accumulate sick leave (wage continuation) at the rate of eight (8) hours for each 173.3 hours worked. The maximum accumulation of sick leave shall be limited to 720 hours per nurse.

13.2 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.

13.3 Notification.

Nurses shall notify the Employer at least two (2) 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.

13.4 Use of Sick Leave.

The parties recognize that healthy, present employees are essential to the functioning of this organization. The parties also recognize that employees will at times need to be absent for unanticipated reasons. Prior to payment for sick leave in excess of three (3) consecutive days, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge. If an employee anticipates that providing verification of the need for use of paid sick leave will create an unreasonable burden or expense, the Employer must consider the employee's explanation and make a reasonable effort to identify and provide alternatives for the employee to

meet the verification requirement in a manner that does not result in unreasonable burden or expense. Use of sick leave for unauthorized reasons may be grounds for discipline or discharge.

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

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

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

ARTICLE 14 - MEDICAL AND INSURANCE BENEFITS

14.1 Health Insurance.

Swedish Edmonds 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.

14.1.1 Eligibility.

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

14.1.2 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.

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

Full-Time (0.75 – 1.0 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
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
Part-Time (0.5 – 0.74 FTE)	Twice-monthly Contributions with Wellness Credit	Twice-monthly Contributions without Wellness Credit
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):

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

14.1.2.1 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 14.1.2 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 14.1.2 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.

14.1.3 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 their 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.

14.1.4 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 Edmonds 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.

14.1.5 Dental/Vision Insurance.

Three (3) dental coverage options, one base plan and one which provides orthodontia coverage and one Dental HMO (based on home zip code), and a vision coverage option will be offered, the terms of which will be governed by the plan documents. Swedish Edmonds 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.

14.1.6 Wellness Program – Choose Well.

To encourage a culture of health and wellness, Swedish Edmonds will offer their members a Wellness Program as described in Addendum F and as modified by the Labor Management Benefits Committee.

14.1.6.1 Wellness Program – Choose Well: Health Incentive Appeals.

Swedish Edmonds 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. 31st 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 Edmonds 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.

14.1.7 Maintenance of Benefits.

Swedish Edmonds 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 Retirement Plan.

The Employer will provide a retirement plan for regular status nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contribution (both basic and matching contributions) and eligibility requirements during the term of this Agreement, except as specified in this Agreement.

- The Employer will match 100% of the first 2% contributed by participants;
- The Employer will contribute 5% of compensation (as defined in the plan) for all participants, whether or not the participant contributes.

14.6.1 401(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.

14.7 Plan Changes.

In the event the Employer modifies its current 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 15 - LEAVES OF ABSENCE

15.1 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 begins on the first day of absence from work.

15.2 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 the nurse's temporary 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. Subject to eligibility requirements, medical insurance coverage will be continued while the nurse is in a paid status, unless coverage is provided by Family Leave, 15.3(b). Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position. Nurses on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

15.3 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 circumstance, 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 their position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining their 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. 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 both federal and state law, 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) Parental Leave/Donation of Vacation Hours. In the event a nurse takes a parental leave for either the birth or adoption of a child, the nurse would be eligible to receive donated vacation hours from co-workers. 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.

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

15.4 Child Care Leave.

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 15.3 (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 consistent with the process established in Section 5.7 of this Agreement. Such leave shall not exceed one (1) year.

15.5 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 to the extent accrued during this health leave of absence. Prior to the nurse returning from a health leave of absence, the Employer may require a statement from a licensed medical practitioner attesting to the nurse's capability to perform the work required of the position.

15.6 Use of Paid Leave for Certain Family Members.

Effective January 1, 2003, per Substitute Senate Bill 6426, nurses can use accrued sick, annual leave, or floating holiday to care for a spouse, parent, parent-in-law, or grandparent of the nurse who has a serious health condition or an emergency condition.

15.7 Washington Paid Family and Medical Leave. Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes approximately thirty-seven percent (37%) of the premium costs as required by RCW 50A.10.030 and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued sick leave and/or annual leave to make up the difference between the compensation received under Paid Family and Medical Leave program and the employee's regular pay, but not to exceed the approximate net earnings the employee would have normally received during a normal work week.

15.8 Military Leave.

Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the nurse's earned annual leave time.

15.9 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 increments or fringe benefits.

15.10 Leave With Pay.

Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

15.11 Return From Leave.

Unless otherwise provided: for herein, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the nurse is qualified.

15.12 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.

15.13 Personal Leave.

All full-time and part-time nurses shall be granted three (3) days of personal leave per year without pay upon request, providing such leave does not adversely affect patient care.

15.14 Bereavement Leave.

Up to three (3) days of consecutive days of paid bereavement leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional two (2) days of bereavement leave (for a total of five (5) consecutive days of paid bereavement leave) may be granted where extensive travel is required to attend the funeral. Proof of extensive travel may be required. Nurses 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 and daughter-in-law, mother-in-law or father-in-law and domestic partner and their immediate family. Nurses may request bereavement leave as non-consecutive days off within a fourteen (14) day period of the death.

Nurses may request additional time off as annual leave if available, or unpaid leave to the extent accrued annual leave is insufficient. Such requests are subject to the Employer's customary approach regarding approval or denial of annual leave requests.

15.15 Sabbatical Leave.

The Employer will establish a sabbatical leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from a registered nurse's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue 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 underserved areas, publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular employment as a registered nurse with the Employer. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) years. Nurses granted a sabbatical will receive medical, dental and life insurance benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical 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 forty-five (45) days of returning from a sabbatical leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to the Director of Nursing and/or the nursing staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The ABC Committee shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Director of Nursing Services.

15.16 Union Leave

With thirty (30) days' notice, the Union may request that an employee be granted an unpaid union leave of absence of up to twelve (12) weeks to assume a position with the Union. Unless staffing considerations preclude the leave, the Employer shall provide the leave, in increments of four (4) weeks. During the leave, the employee shall be provided with the same medical, dental and life insurance benefits consistent with their FTE level. Since the employee will not have a paycheck, the employee must make necessary arrangements to pay for dependent coverage before the premium is due. Upon expiration of the leave, the employee shall be returned to their position subject to the same rights as employees returning from FMLA leave. If the employee does not return from leave, the employee shall reimburse the Employer for the medical benefits provided during the leave, based on COBRA costs.

ARTICLE 16 - COMMITTEES

16.1 Labor/Management Committee for All Bargaining Contracts (the “ABC” Committee).

The Employer, jointly with representatives selected by the Union, will join the Swedish Medical Center Labor Management Committee for All Bargaining Contracts (the “ABC” Committee). Efforts will be made to rotate meeting locations between Swedish Medical Center and Swedish/Edmonds.

16.1.1 Labor Management Benefits Committee. Swedish Edmonds 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 Edmonds's Health Plan on a quarterly basis.

16.2 Other Nursing Committees.

Other nursing committees may be established and revised as needed. The structure of these committees shall be approved by the ABC Committee. The ABC Committee, in cooperation with the Union delegates, will determine the process for appointment of bargaining unit staff to Nursing Committees. If there are problems in the representation of staff on these nursing committees, the ABC Committee will address such problems and develop and approve a plan for their resolution.

16.3 Health and Safety Committee.

The Hospital will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee 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. The Committee shall include two staff nurse representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.

16.4 Committees in General.

The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by the Hospital with successful results. Each committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the committee.

16.5 Compensation.

Nurses shall be compensated at their regular rate of pay for all time spent on Employer-established committees and contract committees set forth in this Article 16 when they are members of the committee, are required to attend committee meetings, or are serving on ad hoc or sub-committees established by the standing committees, and with prior approval, for time spent in preparation and presentation of projects required by the Employer.

16.5.1 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 minutes. Employees will be released from work to participate, per Article 16.6 Support for Committee Participation. Paid release time will be limited to four (4) hours when meetings are scheduled at shift start and end times. Additional release time may be granted if combined meeting and caucus time exceeds four hours.

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

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

16.6 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 17 - STAFF DEVELOPMENT

17.1 Orientation.

The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the hospital and nursing services, to orient new nurses to hospital policies and procedures, and 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.

17.2 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. The functions of the staff development program shall be:

- (a) to promote the safe and intelligent care of the patient;
- (b) to develop staff potential; and
- (c) to create an environment that stimulates learning, creativity, and personal satisfaction.

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 suggested and prioritized between nurses and 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, during off-duty hours 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 ensure that enough classes are being offered at appropriate times to accommodate variable shifts.

17.3 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 hospital service.

17.4 Approved Expenses.

When the Employer requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

17.5 Paid Educational/Professional Leave Time and Education Fund.

After completion of the probationary period, nurses shall be allowed paid leave time and/or funds, in accordance with the following schedule, for healthcare related education or professional purposes, providing such leave time shall be subject to scheduling requirements of the Employer. Education/Professional dollars may be carried over from one calendar year to the next, for up to three (3) years. Guidelines for use of education leave time and funds shall be developed by the ABC Committee. Reimbursement shall be paid within two pay periods from the date the complete and accurate paperwork is submitted to Payroll for reimbursement.

<u>FTE Status</u>	<u>Straight Time Hours</u>	<u>Dollars</u>
.8 – 1.0	36	300
.6 - .79	32	200
.4 - .59	24	100
.1 - .39	12	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.

ARTICLE 18 - HEALTH AND SAFETY

18.1 Prevention of Back Injury.

Since back and musculoskeletal injuries are the major occupational hazard to nurses, in the interest of prevention, a special ABC committee will be convened to ensure a prevention program is in place. The committee will be comprised of three (3) Union-appointed representatives and three (3) management-appointed representatives. The charge of the committee is to maximize the use of lift teams and mechanical lifting and transfer devices. The committee will undertake a review of current practices on all units/work areas within sixty (60) days. The committee will research state-of-the-art prevention techniques and devices and assist in implementing a state-of-the-art program within ninety (90) days of the contract effective date. The committee will evaluate and compare injury rates both pre- and post-project implementation. Once a year, the committee will report its findings to the ABC Committee per Section 16.1.

18.2 Prevention of Workplace Violence.

Due to health care personnel being at increased risk of workplace violence, the Employer and the Union agree to work together to protect nurses by developing a comprehensive violence prevention program. The violence prevention program to be developed shall include nurse participation as appointed by the Union, and will include elements of hazard and risk factor identification, training, reporting, post-incident response plan and evaluation of the program.

18.3 Product Evaluation.

The Hospital's Products Evaluation Committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union appointed staff nurse.

18.4 Health Testing.

Upon employment, each employee shall be required to have a TB skin testing or chest X ray as required by the State of Washington (WISHA) at no cost to the employee. Employees shall be offered rubella, rubeola, hepatitis B testing or immunization as required by WISHA. Upon physician request, once a year, a CBC, Chem 14, urinalysis and a mammogram will be provided at no cost to the employee.

18.5 Health and Safety.

The Hospital remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital 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 Program.

18.6 Tuberculosis Exposure Control Program.

All employees working in patient care areas will be provided PPD screenings in accordance with Swedish Edmonds 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.

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 Edmonds and nursing services, to orient new nurses to Swedish Edmonds 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.

ARTICLE 20 – STAFFING

20.1 Staffing.

The Union and the Hospital acknowledge that changes in patient acuity, census and staff availability can happen rapidly. This variability requires mutual understanding, communication and flexibility. The nurse is responsible to prioritize the needs of patients and to seek assistance from other nurses and management. The Hospital will endeavor to provide a level of staffing consistent with safe patient care and the nurses' responsibilities under all applicable law.

20.2 Joint Labor Management Nursing Staffing Committee.

20.2.1 Goals and Intent.

Swedish/Edmonds 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/Edmonds 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.

20.2.2 Duties of JNSC.

The committee provides oversight of the ongoing staff input in the review and modification of campus based 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 the staffing 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 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. 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 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 based committees for changes to staffing plans.
7. Review any staffing variance forms that the campus staffing committees are unable to resolve.
8. 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.

20.2.3 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/Edmonds, 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 staffing committee chairs and staff.

Participation in all 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 committee, unit based subcommittee, or an employee who notifies staffing committee or the hospital administration of their concerns about nurse staffing.

20.2.4 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.

20.2.5 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) Review any staffing variance forms.
- 2) 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) and PSA usage.
- 3) Units that are consistently not meeting the matrix at least 85% will be prioritized for improvement.
- 4) Review, modify and compile all unit based staffing plans into a comprehensive campus report which is submitted to the Joint Staffing Committee;
- 5) Create a standard template for developing staffing plans.
- 6) 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.
- 7) Campus 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, float 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 staffing. It shall be the responsibility of the committee to identify solutions to problems indicated by this data.

20.2.5.1 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 Edmonds, nursing representatives will include representatives from every nursing unit. 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.

In addition, there shall be two members of the Edmonds Campus Staffing committee who are full-time or part-time LPN's or unlicensed assistive personnel employed within the nursing department. The Union shall appoint the RN members and two non-nursing members to the JNSC.

The Edmonds Campus Staffing committee may also add two physicians to the committee selected by mutual agreement of the Staffing Committee from among the medical group affiliated with the hospital.

20.2.5.2 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 (except on night shifts).
- b) Every reasonable effort will be made that any 1:1 patient safety attendant assignments will be in addition to the staffing matrix.

20.2.5.3 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 Staffing Committee. Staffing Committees will review and provide feedback on submitted variance forms to all staff in the affected department.

20.2.6 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 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 in Addendum 6)

The 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 Supervisors will communicate progress reports back to the unit charge nurses throughout the escalation efforts as well as report the outcomes so that the 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 Campus Based Staffing Committee has not sufficiently addressed the staffing issue, the nurse may advance the staffing issue to the JNSC 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.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 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.

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.

21.2 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 article 12.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

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 with mutual agreement.

The union will make a good faith effort to timely withdraw inactive grievances.

21.3 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. Nurse and Department Manager (or designee).

If an employee has a grievance, the employee shall meet with the employee's department manager (or designee) and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. The Union Delegate shall be present if requested by the employee. If the Union Delegate participates in the grievance meeting, the Director of Human Resources or designee shall also be present at this Step 1 meeting. Upon receipt thereof, the department manager (or designee) shall attempt to immediately resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following the meeting between the department manager (or designee) and the grievant.

Step 2. Nurse, Union Delegate/Representative and Second Level of Management.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance to the department's next level of management within fourteen (14) calendar days of the department manager's decision. A conference between the employee (and the Union Delegate/Representative, if requested by the employee) and the department's next level of management shall be held within fourteen (14) days for the purpose of resolving the grievance. A written reply shall be issued within fourteen (14) calendar days following the grievance meeting.

Step 3. Nurse, Third Level of Management.

If the matter is not resolved at Step 2 to the employee's/grievant's satisfaction, the employee shall present the grievance in writing to the next level of management above the level which heard Step 2 within fourteen (14) calendar days of the Step 2 decision. The next level of management shall meet with the employee and the Union Delegate/ Representative within fourteen (14) calendar days for the purpose of resolving the grievance. A written response shall be issued within fourteen (14) calendar days following the 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 parties will establish a shared tracking system to ensure proper rotation of

arbitrators. The arbitrator will be determined from the listing of arbitrators listed below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event of unavailability of an arbitrator to hear a case within the timeline described above, the next arbitrator will be promptly notified of the request for hearing.

The parties agree to schedule the hearing date within 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. Joseph Girolamo
3. Alan Krebs
4. Catherine Harris
5. Michael Cavanaugh
6. Sylvia Skratek
7. Timothy Williams
8. Richard Humphreys
9. Michael Merrill
10. Paul Grace

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, and the Arbitrator shall have no jurisdiction to decide the issue after that forty-five (45) day period. 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. Each party shall bear one-half (½) 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.

21.4 Union Grievance.

The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed.

21.5 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.

21.6 Termination.

Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the 'Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

21.7 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.

21.8 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 22: 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.

22.1 Equal Opportunity and Nondiscrimination

As described in the contract Equal Opportunity (Article 5.1). The Employer and the Union shall comply with all applicable federal, state and local employment discrimination and affirmative action laws.

22.2 Harassment

22.2.1 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.

22.2.2 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.

22.3 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 Edmonds 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.

22.4 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 Edmonds 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.

22.4.1 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.

22.4.2 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.

22.4.3 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 Edmonds 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 Edmonds 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.

22.4.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 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.

22.9 Immigration-Related Audits, or Raids/Detentions Employment

22.9.1 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.

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

ARTICLE 23 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital 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 whether the whole or any part of the operation 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 for lack of work; to recall nurses; to require reasonable overtime work of nurses, except under limited circumstances required by Senate bill 6675 (Section 9.5.1); and to promulgate rules, regulations and personnel policies, provided that such 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 responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 24 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital 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. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 25 - TRAINING AND UPGRADE FUND

25.1. Training and Upgrading Fund. A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Multi-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 percent (1%) of the gross payroll of the Service and Maintenance/LPN employees in the Pro-Tech bargaining unit, one-half (1/2%) percent of the gross payroll of the Professional/Technical employees in the Pro-Tech unit, and one half (1/2%) percent of the gross payroll of the RN bargaining unit employees (collectively "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 employees.

25.2. 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.

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

25.4. 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.

25.5. 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.

25.6. 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.

25.7. 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 26 - GENERAL PROVISIONS

26.1 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 immediate

negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

26.2 Amendments.

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

26.3 Past Practices.

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

26.4 Complete Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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 27 - DURATION

This Agreement shall become effective upon ratification, and shall remain in full force and effect to and including June 30, 2025 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. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract. It is the express intent of the parties to this Agreement that this Agreement shall terminate in its entirety on June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 13 day
of March, 2023.

SWEDISH MEDICAL CENTER



R. Guy Hudson, M.D., MBA
Chief Executive Officer

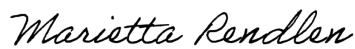
SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION



Jane Hopkins, President



Yolanda King-Lowe, Secretary Treasurer



Marietta Rendlen, Member Program Director

ADDENDUM 1

SWEDISH/EDMONDS

4/40 WORK SCHEDULE

1. The “4/40” work schedule shall refer to any nurse who has voluntarily signed a 4/40 innovative schedule agreement and is regularly scheduled to work one (1) or more ten (10) hour shifts per week.
2. 4/40 Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours’ holiday pay from their accrued annual leave account at straight time or, at employee’s option, a compensatory day off with ten (10) hours’ straight time from the nurse’s accrued annual leave account.
3. 4/40 Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, ten (10) hours constitutes one (1) work day.
4. 4/40 employees working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Employees assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 4/40 Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. 4/40 Nurses shall be paid overtime compensation in accordance with Section 9.5 of the Employment Agreement for all time worked beyond ten (10) consecutive hours per day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
7. In scheduling work assignments, the Employer will make a good faith effort to provide each nurse 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 at time and one-half. The Section shall not apply to standby and callback assignments performed pursuant to Article 11.
8. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 4/40 nurses who would like to discontinue working an established 4/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the nurse is qualified, provided that a, more senior, qualified nurse has not requested the position.
9. The 4/40 staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual nurse and unit manager affected.

10. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the registered nurses working the 4/40 staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 4/40 nurses.

ADDENDUM 2

SWEDISH/EDMONDS

12-HOUR WORK SCHEDULE

1. The “12 hour nurse” work schedule shall refer to any nurse who has voluntarily signed a 12 hour innovative schedule agreement and is regularly scheduled to work one (1) or more twelve (12) hour shifts per week.
2. 12 Hour Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus twelve (12) hours’ holiday pay from their accrued annual leave account at straight time or, at the nurse’s option, a compensatory day off with twelve (12) hours’ straight time from the nurse’s accrued annual leave account.
3. 12 Hour Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, twelve (12) hours constitutes one (1) work day.
4. 12 Hour Nurses working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Nurses assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 12 Hour Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. 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 ½) times their regular pay rate. If a nurse works more than one (1) hour beyond the end of a 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.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 12 hour nurses who would like to discontinue working an established twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the nurse is qualified, provided that a more senior, qualified nurse has not requested the position.
8. The 12 hour staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual nurse and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to registered nurses working the 12-hour staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 12 Hour Nurses.

ADDENDUM 3

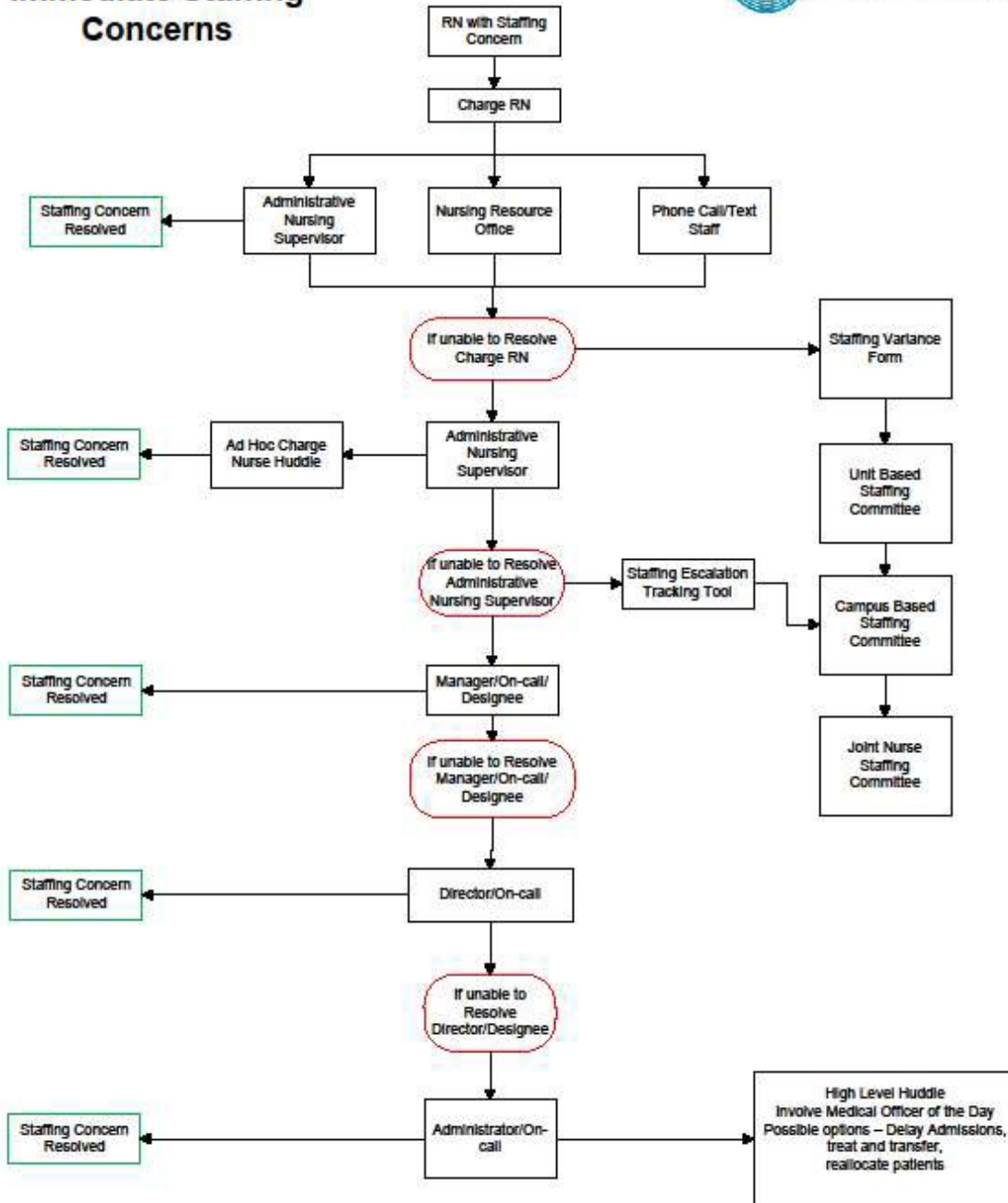
SWEDISH/EDMONDS

7/70 WORK SCHEDULE

1. The “7/70” work schedule shall refer to any nurse who has voluntarily signed a 7/70 innovative schedule agreement.
2. 7/70 Nurses required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours’ holiday pay from their accrued annual leave account at straight time or, at nurse’s option, a compensatory day off with ten (10) hours’ straight time from the nurse’s accrued annual leave account.
3. 7/70 Nurses shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. Eligibility for use of sick leave and annual leave shall commence after completion of the probationary period. For purposes of sick leave and annual leave, ten (10) hours constitutes one (1) work day.
4. 7/70 nurses working four (4) or more hours between the hours of 15:00 and 23:00 shall be paid evening shift differential for those hours worked on the second shift. Nurses assigned to work four (4) or more hours between the hours of 23:00 and 7:00 shall be paid a night shift differential for those hours worked on the third shift.
5. 7/70 Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential for the actual hours assigned as charge.
6. A 7/70 schedule provides for seven (7) consecutive ten (10) hour days followed by seven (7) consecutive days off duty. 7/70 nurses shall be paid overtime compensation in accordance with Section 9.5 of the Employment Agreement for all time worked beyond ten (10) hours in the day or any hours worked beyond forty (40) hours in the designated seven (7) day period.
7. The Employer retains the right to discontinue this innovative schedule and to revert back to a normal eight (8) hour per day schedule after at least forty-five (45) days’ advance notice to the nurse. 7/70 nurses who would like to discontinue working an established 7/70 work schedule and whose performance has been satisfactory shall be guaranteed the first available eight (8) hour position for which the nurse is qualified, provided that a more senior, qualified nurse has not requested the position.
8. The 7/70 staffing pattern may be utilized in patient care units within the Hospital with the consent of the individual nurse and unit manager affected.
9. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the registered nurses working the 7/70 staffing pattern. All other benefits and provisions not inconsistent with the foregoing shall apply to 7/70 nurses.

ADDENDUM 4

Escalation of Immediate Staffing Concerns



Draft 9/25/15

ADDENDUM 5

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 6

By and Between

Swedish/Edmonds

and

SEIU 1199NW

The following health benefit design and program provisions were agreed to by Swedish Edmonds 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.

1. Providence Health Plan administers the Swedish PPO Medical Plan and leases the Premiera Blue Cross network for medical services. Providers available through the Optum network will be available at an in-network rate. The parties agree that the Optum network for mental health/chemical dependency services will be subject to a determinative comparison and possible replacement process for plan year 2021. The Plan fiduciary retains the ultimate responsibility for network/administrative decisions.
2. The deductible for the Swedish PPO Medical Plan is shared between Tier I (ACO network) and Tier II (Other In-Network) providers. The deductible in effect in 2019 for in-network services, which is \$350 per person / \$700 max per family, will be unchanged for the life of the contract.
3. The annual out-of-pocket maximum for the Swedish PPO Medical Plan is shared between Tier I (ACO network) and Tier II (Other In-Network) providers at \$3,000 per person / \$6,000 max per family.
4. Swedish PPO Medical Plan primary care provider (PCP) office visits (non-preventive) have a \$20 copay, before deductible (Tier I network providers) and a \$35 copay, before deductible (Tier II network providers).
5. Swedish PPO Medical Plan emergency room (ER) visits are subject to a flat copay, not subject to deductible. 1st visit of the calendar/plan year: \$150 copay / 2nd visit of the calendar/plan year: \$200 copay / 3rd+ visit of the calendar/plan year: \$250 copay. The copay will be waived if the Plan member is admitted within twenty-four (24) hours.
6. The Swedish PPO Medical Plan includes all outpatient lab (facility and/or professional fees) with a Tier II (Other In-Network) provider will be 20% coinsurance, after deductible.
7. The Swedish PPO Medical Plan covers bariatric surgery, as allowed under the medical plan's criteria, as a covered benefit at Swedish and Providence facilities.
8. The Swedish PPO Medical Plan includes coverage for Gender Dysphoria, including prescriptions, behavioral health, and/or gender reassignment surgery.

9. The Swedish PPO Medical Plan prescription drug annual-out-of-pocket maximum is \$1,500 per person / \$3,000 max per family in the calendar/plan year.
10. The Swedish PPO Medical Plan includes a cap for specialist office visit and urgent care visits to include a max coinsurance amount of \$60, after deductible for Tier I (ACO) network providers and \$80, after deductible for Tier II (Other In-Network) providers.
11. The fiduciary will identify a group of Tier I physical therapists and/or clinic(s) in the Puget Sound area within 16 weeks of contract ratification. The Employer will review this with the Labor Management Benefits Committee.
12. The Swedish PPO Medical Plan includes the Benefit Maximum for Alternative Care (Acupuncture, Massage Therapy) with twelve (12) visits per calendar/plan year.
13. The Swedish PPO Medical Plan includes the Benefit Maximum for Chiropractic Care with twelve (12) visits per calendar/plan year.
14. SEIU 1199NW shall be provided an advance preview of any benefits open enrollment home mailers.
15. Waive (decline coverage) credits are not available to members who waive medical insurance coverage. Members who waived medical coverage prior to 2016 and are receiving the credit will be grandfathered, where they will continue to receive the same waive credit should they continue to waive coverage without interruption.
16. Employer-paid basic life insurance coverage is 2x annual pay. Coverage amounts over \$50,000 continue to be subject to IRS imputed income rules.
17. Employer-paid long-term disability insurance is 60% of base pay, after 180-day waiting period, up to a maximum of \$10,000 per month.
18. Swedish PPO Medical Plan in-network behavioral health outpatient visits have a \$0 copay.
19. Swedish PPO Medical Plan in-network virtual tele-health visits have a \$0 copay.
20. Effective January 1, 2021, caregivers working full-time (0.75 to 1.0 FTE) who earn less than \$60,000 per year will receive the Swedish PPO medical plan with \$0 premiums (no payroll contributions) for the caregiver and their covered family members. Additional details:
 - a. This plan option will be for the full-time caregiver (0.75 to 1.0 FTE) and their covered family members, have no Choose Well participation required.
 - b. Income is calculation each year using the caregiver's base hourly rate, plus applicable premium pay multiplied by their regularly schedule FTE status in our payroll system.

ADDENDUM 7

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

Vision Coverage

Coverage	Proposed VSP Vision Plan
Eye Exam	Exam covered in full once every 12 months after \$15 copay
Prescription lenses	<p>Lenses covered in full – every 12 months</p> <ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating • Polycarbonate lenses for dependent children
Frame	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
Contact lens care	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

Full-time (0.75-1.0 FTE)			
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
Part-time (0.5-0.74 FTE)			
Coverage	Delta Dental PPO 1500	Delta Dental PPO 2000	VSP Vision
Caregiver only	\$4.96	\$8.72	\$4.52
Caregiver + child(ren)	\$11.68	\$18.12	\$8.14
Caregiver + spouse / DP	\$14.89	\$22.42	\$9.04
Caregiver + family	\$22.30	\$32.77	\$13.56

APPENDIX A

Swedish Edmonds SEIU RN Contract - Wage Scale (Bargaining Unit: YEDM1199RN)

ATB	4.0%	9.5%	4.0%	4.0%
Effective Date	9/25/2022	4/9/2023	10/8/2023	10/6/2024
Base	\$38.56	\$42.22	\$43.91	\$45.67
1	\$40.11	\$43.92	\$45.68	\$47.51
2	\$41.77	\$45.74	\$47.57	\$49.47
3	\$43.40	\$47.52	\$49.42	\$51.40
4	\$44.69	\$48.94	\$50.90	\$52.94
5	\$46.36	\$50.76	\$52.79	\$54.90
6	\$47.89	\$52.44	\$54.54	\$56.72
7	\$49.52	\$54.22	\$56.39	\$58.65
8	\$51.18	\$56.04	\$58.28	\$60.61
9	\$52.82	\$57.84	\$60.15	\$62.56
10	\$54.29	\$59.45	\$61.83	\$64.30
11	\$55.13	\$60.37	\$62.78	\$65.29
12	\$55.90	\$61.21	\$63.66	\$66.21
13	\$56.50	\$61.87	\$64.34	\$66.91
14	\$57.53	\$63.00	\$65.52	\$68.14
15	\$58.67	\$64.24	\$66.81	\$69.48
16	\$59.56	\$65.22	\$67.83	\$70.54
17	\$60.41	\$66.15	\$68.80	\$71.55
18	\$61.30	\$67.12	\$69.80	\$72.59
19	\$62.19	\$68.10	\$70.82	\$73.65
20	\$62.88	\$68.85	\$71.60	\$74.46
21	\$63.53	\$69.57	\$72.35	\$75.24
22	\$64.52	\$70.65	\$73.48	\$76.42
23	\$64.52	\$70.65	\$73.48	\$76.42
24	\$65.56	\$71.79	\$74.66	\$77.65
25	\$66.67	\$73.00	\$75.92	\$78.96
26	\$66.67	\$73.00	\$75.92	\$78.96
27	\$66.67	\$73.00	\$75.92	\$78.96
28	\$68.87	\$75.41	\$78.43	\$81.57

LETTER OF UNDERSTANDING

- I. During the negotiations that resulted in the 2019 - 2023 Agreement, understandings were reached on the following terms:

1. 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.

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

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

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

3. **Paid Release Time for Negotiations.** All paid time afforded will be disbursable among any member of the bargaining team as determined by the union regardless of bargaining unit. For contract negotiation, Swedish Medical Center will provide one (1) hour of paid release time for every member of the bargaining unit for the Union's negotiating committee. These monies are intended to supplement the bargaining unit's vacation donations to negotiating team members. The total number of hours available will be determined on the first day of bargaining, based on the total number of represented employees on that day.
4. **Vacation Donations for Negotiations.** Employees will be able to donate vacation hours to a vacation donation pool for use by the Union's negotiating team during negotiations as follows:
 1. All members of the Union's bargaining unit may donate earned vacation/annual leave hours to a common pool, from which members of the Union's negotiating team will be able to draw at their regular rate of pay to make up for wages lost through participation in bargaining sessions.
 2. The Union will collect the donated vacation hours into a pool, and allocate hours for disbursement on the normal paychecks received by negotiating team members. Hours

paid from the vacation pool will be paid as vacation time (shown on recipient's pay stub as "UN NG VAC" for Union Negotiations Vacation) and will accrue benefits for the recipients. This process will be separate from the timecard-payroll online system, and will rely on electronic Excel spreadsheets; no cost center will be needed for the purpose. After each payout from the pool, HR will provide the Union with an accounting of the hours remaining in the pool.

3. Donated hours authorized by the employee and collected by the Union will be deducted from donors' vacation banks at the beginning of the bargaining process, and shown on donor's pay stub as "VLA - Vacation Leave Adjustment". These hours will NOT accrue toward benefits. Any vacation hours pledged which were not paid out to cover lost wages will be returned to the donors' vacation bank as designated by the Union.
4. The Union will be responsible for providing management the following:
 - a.) A signed authorization from all donors, modeled on the Swedish Medical Center Vacation/Annual Leave Donation form language, with the additional clarification that the donor is entering an agreement with the Union and also authorizing Swedish Medical Center to debit the donated hours from the employee's vacation bank. The authorizing language on the Union's petition reads as follows:

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

* Hours not needed by negotiators will not be charged.

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

- b.) An Excel spreadsheet of all donors, the page and line number of their signatures, employee identification numbers, and the number of hours authorized for donation (minimum of four (4) hours) will be provided to the Employer. Additional columns will be included to show the number of hours approved for debiting for each bi-weekly payout. Data needs to be submitted to the Human Resources Department by the second Tuesday of the pay period for it to be paid on the next regularly scheduled payday.
 - c.) For each payout, Swedish Medical Center will need an Excel spreadsheet of all negotiating team members who are to receive payments from the pool, employee identification numbers, the number of hours to be paid and the date of the session. The Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods for submission of distributions. There will be no individual exceptions for requests for

payouts that do not meet this deadline. The biweekly payouts will continue as long as needed to cover all bargaining dates, or until the pool is depleted.

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

5. 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.

6. 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.

7. 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.

8. 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 Edmonds will pay for Gladys Campbell, RN, to facilitate a dialogue about the staffing committee process.

9. 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.

10. Workforce Development. Swedish Medical Center will create a fund to resource workforce development, and will explore creating an acute care NAC apprenticeship program, developing additional training and potential apprenticeship opportunities related to patient safety attendants, medical assistants, pharmacy technicians, sterile processing technicians and other opportunities jointly. This fund will be \$TBD and will be administered by the Multi-Employer Training Fund for exclusive use by Swedish Medical Center and Swedish Edmonds employees, payable January 2021, with oversight by the employer and union in the Workforce Development Taskforce.

11. 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.

II. 2015 Negotiations: Over the several negotiations cycles up and through the parties reaching agreement on the 2015-2019 Agreement, understandings were reached on the following terms:

1. 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.

2. 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.

3. 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.

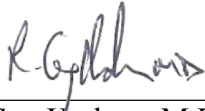
4. High Level Containment. Swedish recognizes the contributions of caregivers who have volunteered to participate in the High Level Containment Team (HLC). If, due to exposure as part of this team, an employee is unable to work, the employee will be placed on paid administrative leave during the quarantine 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.

III. The parties preserve all arguments with respect to the interpretation of all terms contained in this LOU.

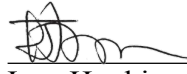
IV. During the 2019-2020 Negotiations, the parties also agreed to discuss the terms of the LOU at the ABC Committee.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION



R. Guy Hudson, M.D., MBA
Chief Executive Officer



Jane Hopkins, President

March 13, 2023 (Date)

March 23, 2023 (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

Patient Safety Attendants

Swedish values the skills of the nurses and NACs and strives for the employees to work at the top of their license and training whenever possible. As a result, the employer will create a new job classification in the Service Contract, specifically for the Patient Safety Attendant (PSA) role. Positions for this role will be posted within ninety (90) days of ratification. Based on the current PSA usage, the initial allocation will be 50 FTEs. The parties understand that the initial FTE allocation is subject to adjustment based on need or volume.

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.

Predictive Staffing and Float Pools

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 EDMONDS

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 Edmonds.
- 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.

Letter of Understanding

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 their 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/Edmonds 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 – 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.

LETTER OF UNDERSTANDING – 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

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

1. Within three (3) months of ratification of this Agreement, each department will develop and submit a rest break plan that will be used in that department to ensure employees get their rest breaks. Unless there is an established procedure already in place that allows breaks to be taken, rest break plans will be developed in the campus based staffing committee.
2. Each Department's rest break plan will be reviewed and approved by the ABC Committee. Thereafter, the ABC Committee will evaluate whether the existing plans in each Department are working, and if not, recommend changes to the Department. The ABC Committee may also recommend alternatives that may or may not cross Departments. In making this evaluation, the ABC Committee shall have access to information generated by Kronos. JNSC will provide quarterly updates to ABC.
3. Both the Employer and the Union recognize the importance of nurses receiving their breaks as an important element in the overall patient experience and nurse satisfaction. To those ends, the Campus Staffing Committees will immediately be directed to provide education around meal and rest breaks, and how a nurse should document missed breaks in Kronos. Also, the Employer and the Union, through the Campus Staffing Committees, over the first three months of 2016, will identify units where missed breaks are problematic and collect missed breaks data on those units. As part of the campus-based staffing committee, the parties will identify units where breaks are a concern and units where missed breaks are not seen as a concern by the staff on the unit, and work together to identify best practices

for all units. Based on data collected, the JNSC may recommend that units consider the following steps to improve the availability of breaks: (1) develop/revise unit based plan for staff to take meals/breaks; (2) request revision of the staffing matrix for that unit, which may include a break relief nurse; (3) request additional float resources; The parties will also develop one (1) break relief pilot on one (1) unit, for a nine (9) month period.

4. **Break-Relief Nurse.** A Break-Relief Nurse is a Registered Nurse who is assigned the role of relieving staff nurses from their patient assignments for their rest periods and meal breaks. The Break-Relief Staff Nurse shall not routinely have a permanent patient assignment during that break-relief portion of a shift, except in emergent situations. Any instance requiring a Break Relief Staff Nurse to take a permanent patient assignment during break relief will be reported to the joint Labor management Nurse Staffing Committee for review.

LETTER OF UNDERSTANDING REGARDING INCENTIVE SHIFTS

(SWEDISH EDMONDS RN AGREEMENT)

In order to respond to staffing needs when the census flexes up or there are insufficient regular staff available to meet patient or departmental needs within their existing FTE's, to improve morale, job satisfaction and retention of nurses, to provide incentives to commit to extra shifts beyond their FTE, and to reduce costs of agency and other non-staff nurses, Swedish/Edmonds and SEIU Healthcare 1199NW agree to the following program regarding incentive shifts.

1. **Department Eligibility:** Those departments with unfilled FTE's on the open position list of greater than 1.0 FTE (0.9 for 12 hour shift positions) will participate in this incentive program. A traveler filling a position of .9 FTE or greater will be considered an open position for purposes of establishing departmental eligibility under this LOU. For the purposes of eligibility, the position of a nurse on an approved leave of absence of greater than fourteen (14) days shall be counted as an open position. Once a nurse is hired into an open position, for the purposes of this program only, the position shall be considered open for three additional months.
2. **Nurse Eligibility:** Nurses who have an FTE of at least .6 who have worked their full FTE during the pay period. For purposes of nurse eligibility for incentive shifts, pre- approved vacation is included as hours worked toward the employee's full FTE of .6 or greater. For purposes of nurse eligibility for incentive shifts, vacation used in lieu of mandatory low census will be considered hours worked under this LOU. Sick leave, non- mandatory education, bereavement and all other absences are not considered hours worked toward assigned FTE of .6 or greater.
3. **Incentive Shift for Eligible Departments** Assuming Eligibility of Nurse under Section 2 above. An incentive shift that qualifies for premium pay is defined as:
 - a) Pre-scheduled extra shift. A shift agreed upon and assigned more than twenty-four (24) hours before the start of the shift.
 - b) Call-in incentive shifts (less than 24 hours before start of shift).
 - c) A shift that is not filled less than 24 hours before the start of the shift after management has exhausted per diems, regular staff, and float pool staff. The shift will be posted through central staffing and nurses who meet eligibility and who are not on standby will receive extra shift rate of pay.
4. **Incentive shift premium Rate of Pay for Eligible Departments:**

Eligible nurses who work pre-scheduled extra shifts (above their FTE) or incentive shifts to fill staff shortages will be paid for hours worked as follows:

 - a) Time and a half (1.5X) for part-time nurses (.6 and above).

- b) Double time (2X) for full-time nurses or part-time nurses who have worked full-time hours in the pay period (other than extra shifts under this program). (For purposes of this LOU full-time is .9 FTE and above).

Where multiple nurses seek the same pre-scheduled extra shifts, the shifts shall be assigned on an equitable basis.

Note: No scheduled Incentive Shift is guaranteed (e.g., if a per diem calls in and makes herself/himself available to work that day, the Incentive Shift is canceled. Straight time always bumps premium pay.) (See Section 3.c., above.).

6. Cancellation of Incentive Shifts:

In periods of low census reduction of staff, the extra shifts will be cancelled before any nurses not working extra shifts. If the nurse qualifies for report pay under Section 9.7 of the Agreement, the minimum four (4) hours pay shall be at the incentive shift rate of pay.

7. Communication and Notice of Periods of Incentive Shift Pay:

- 1) Per diems, regular staff, and float pool staff will be scheduled **before** possible "incentive shifts" are identified.
- 2) Schedules (including unfilled shifts) are posted fourteen (14) days before the first effective date of the schedule as per the contracts.
- 3) After posting the final schedule, all requests for incentive shifts will be recorded/requested by the appropriate process. Staff may sign up for incentive shifts one week after the posting goes up to allow an opportunity for all staff to view the schedule.

LETTER OF UNDERSTANDING REGARDING EMPLOYMENT TRANSITIONS

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

- 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.
- 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.
- 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.
- 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.
- Employment with the prior entity must be completely terminated before employment can begin at the new entity.
- Employees are subject to a new probationary period at the hiring entity.
- Employees transitioning between SE and SMC will maintain their original hire date with the prior entity.
- 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).
- 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.
- 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.

- All other usual new hire benefits, policies, practices not covered in this LOU apply as they would for any other new hire.

LETTER OF UNDERSTANDING REGARDING REST BREAKS

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

Within three months of ratification of this Agreement, each department will develop a rest break plan that will be used in the department to ensure nurses get their rest breaks. Each nursing unit's rest break plan will be reviewed and approved by the Nurse Staffing Committee.

Thereafter, the Nurse Staffing Committee will evaluate whether the existing plans in each department are working, and if not, recommend changes to the plan. The Nurse Staffing Committee may also recommend alternatives that may or may not cross departments. The Nurse Staffing Committee shall have access to relevant information generated by Kronos for this purpose.

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 UNDERSTANDING REGARDING 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/Edmonds agrees as follows:
 - A. Following the effective date of the Affiliation (the "Effective Date") Swedish/Edmonds bargaining unit employees will still be employed by Swedish/Edmonds.
 - B. The collective bargaining agreements between Swedish/Edmonds 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/Edmonds are separate employers.
3. Swedish/Edmonds 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/Edmonds will not seek to convert its Retirement Plan(s) to Church Plans. IN the event that the Plan is ever considered to be a Church Plan, it will also be required to make the one-time election under IRC Section 410(D) (26 U.S.C. SEC. 410(D)) to be covered under the provisions of Titles I and IV OF ERISA and the relevant provisions of the Internal Revenue Code.

MEMORANDUM OF AGREEMENT

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

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

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.

SWEDISH EDMONDS and SEIU HEALTHCARE 1199NW

The Parties, SEIU Healthcare 1199NW (“Union”) and Swedish Edmonds (“SED”) enter into this Memorandum of Agreement (“MOA”) to modify the RN unit collective bargaining agreement (the “CBA”) in place between the Parties.

I. Modified CBA Terms

- I. Base Wage Rate Increases:** The wage increase scheduled for the first full pay period following January 1, 2023, as outlined in the CBA regarding base wage rates shall be void, and caregivers shall instead receive wage increases between the first full pay period following the date of ratification and the first full pay period after October 1, 2024, as follows:

1. All caregivers covered by the CBA shall receive a 4% ATB increase to become effective the first full pay period after Ratification, except that no caregiver in any unit shall receive less than a \$1.25 p/hr wage increase.
2. All caregivers covered by the CBA shall receive a 9.5% ATB increase to become effective the first full pay period after April 1, 2023, except that no caregiver in any unit shall receive less than a \$3.00 p/hr increase.
3. All caregivers covered by the CBA shall receive a 4% ATB increase to become effective the first full pay period after October 1, 2023, except that no caregiver in any unit shall receive less than a \$1.25 p/hr increase.
4. All caregivers covered by the CBA shall receive a 4% ATB increase to become effective the first full pay period after October 1, 2024, except that no caregiver in any unit shall receive less than a \$1.00 p/hr increase.

B. Longevity Bonus

1. Effective upon ratification, caregivers with continuous employment at SMC and/or SED of more than 20 years, shall receive the following longevity bonuses:
 - a. A \$7,000 lump sum bonus shall be paid to all caregivers the next pay period following their 20th anniversary of continuous employment with Swedish; and
 - b. Thereafter for each additional **five years** of continuous service, caregivers shall receive an additional \$7,000 lump sum bonus the next pay period following their anniversary date.

C. Appreciation Bonus

1. Effective the first full pay period following January 1, 2023, caregivers who are employed by SED shall receive an additional one thousand dollars (\$1,000) appreciation bonus, prorated for caregivers below .9 FTE, except that per diem caregivers will receive a ratification bonus of \$250 (25% of \$1,000).

2. Effective the first full pay period following April 1, 2024, caregivers who were employed by SED at the time of contract ratification shall receive an additional one thousand, five hundred dollars (\$1,500) appreciation bonus, prorated for caregivers below .9 FTE, except that per diem caregivers will receive a ratification bonus of \$375 (25% of \$1,500).

D. Wage Grid Adjustments. The following steps of the SED RN wage scales will receive the following additional adjustments:

1. Steps Base, 1, 2 and 3 will each get a 3% increase;
2. Steps 4 and 5 will each get a 2% increase;
3. Steps 6, 7, 8 and 9 will each get a 1.5% increase;
4. Steps 10, 11 and 12 will each get a 1% increase.

E. Premiums/Differentials. The following premium rates outlined in the CBA shall be increased as outlined below on the first full pay period following October 1, 2022:

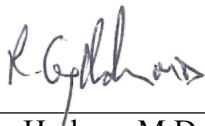
1. The Shift Differential Night premium will be increased to \$4.50 p/h;
2. The Charge premium will be increased to \$3.00 p/h;
3. The Preceptor premium will be increased to \$2.00 p/h; and
4. The Standby premium will be increased to a base of \$6.75 p/h, and \$7.75 p/h after 50 hours.

II. The Parties agree that the termination date of the SED RN CBA shall be extended to June 30, 2025.

III. All other provisions of the Parties' CBA that the parties have not agreed to modify shall remain unchanged.

Acknowledged and Agreed:

SWEDISH MEDICAL CENTER

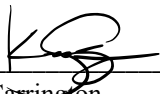


R. Guy Hudson, M.D., MBA
Chief Executive Officer

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

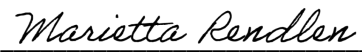


Jane Hopkins, President



Kristy Carrington
Chief Executive, N. Puget Sound

Yolanda King-Lowe, Secretary
Treasurer



Marietta Rendlen, Member Program Director

