

SMC Art Therapists, Continuing Medical Education Coordinators, and SCI Social Workers

Memorandum of Understanding

On June 20, 2023, the National Labor Relations Board certified the results of a secret ballot election with respect to the following group of Swedish Medical Center (SMC) caregivers:

All full-time, regular part-time and per diem social work LCSWs, social work BSWs, social work MSWs, art therapists, and continuing medical education coordinators employed by the Employer at its Seattle, Washington facilities; excluding all other employees, managerial employees, technical employees, non-professional employees, office clerical employees, confidential employees, and guards and supervisors as defined in the Act.

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

1. Pursuant to the June 20, 2023, Certification of Results of Election for Case 19-RC-316965, Swedish Medical Center agrees to include the Art Therapists, Continuing Medical Education Coordinators, and social work LCSWs, BSWs, and MSWs employed at Swedish Medical Center into the SMC Technical Bargaining unit and unless otherwise specified in this MOU will extend all the terms set forth in the SMC TECH CBA to the newly represented bargaining unit members.

2. **Seniority**

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

3. **Recognition Language**

- a. **SMC** Article 1.2 of the Tech CBA shall be revised to reflect inclusion of these groups as follows:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees in professional classifications, including, but not limited to, Maternal Fetal Specialty Center Social Worker, Clinical Social Workers Case Management Relief, Clinical Social Workers Case Management, Counselors, Pharmacists, Pharmacy Buyers, Dietitians, **Art Therapists, Continuing Medical**

Education Coordinators, and Social Work LCSWs (as included in 19-RC-316965), Social Work BSWs (as included in 19-RC-316965), Social Work MSWs (as included in 19-RC-316965) and any other professionals employed by the Employer, excluding all registered nurses, other professional employees, non-professional employees, and guards and supervisors as defined in the Act. In the event other professional employees agree to union representation through the election procedure in this Agreement, the Employer will in good faith discuss appropriate placement of such classifications under either the Technical Unit or a new Professional Unit.

4. Continuing Education

The parties recognize that Oncology Social Workers and Art Therapists have access to additional education funding related to a gift from a former patient. These caregivers may continue to have access to this additional continuing education funding, at the sole discretion of the Employer, consistent with funding levels and the needs of the department.

5. As of the second full pay period following March 15, 2024, all caregivers covered by this MOU move to non-exempt status, as applicable. Caregivers moving to non-exempt status will have a sixty (60) day grace period to acclimate clocking in and out of the system. Caregivers and Management may meet thirty (30) days after the change to non-exempt status to assess working conditions and make mutually agreed changes, if needed.

6. Appendix A as proposed by SMC.

- 7. Placement on the Wage Scale** - Effective the second full pay period following execution of this MOU, members covered by this MOU will be placed on the wage scale in Attachment A at the rate closest to their current rate without a reduction in hourly wage.

- a. Within thirty (30) days after the initial scale placement, if applicable, the caregiver will have their scale placement adjusted based on years of relevant experience, consistent with Article 11.3, not to exceed a five percent (5%) increase from the initial scale placement.
- b. Effective the second full pay period following March 15, 2024, caregivers below the appropriate scale placement based on their relevant years of experience will have their scale placement adjusted to the step reflecting the caregivers' years of relevant experience in accordance with the terms of Article 11.3.
- c. Members will have sixty (60) days from when they receive notice of their step placement, as outlined in Paragraphs 2.b and 2.c, to request that they be placed

at a higher step based on their years of relevant experience in comparable jobs. For each request received the Employer will determine within thirty (30) days whether an upward adjustment in step placement is warranted. The effective date for implementing such an adjustment will be the second full pay period following the determination of each request, consistent with the timeframes set forth in 2.b and 2.c.

8. Premiums -

- a. Upon moving to non-exempt status, caregivers covered by this MOU shall be eligible for premium rates outlined in the SMC Technical Contract, as applicable.

9. Ratification Bonus The first full pay period following ratification of the Memorandum of Understanding by the Union, each employee covered by this agreement will receive a \$750 ratification bonus prorated by FTE with per diem employees receiving \$100.

10. Except as specifically identified in this MOU, all other provisions of the SMC Tech CBA will remain unchanged.

Acknowledged and Agreed

Swedish Medical Center



Melody Zhang, CHRO

Date

12/11/2023

**SEIU Healthcare 1199NW, Hospital
and Healthcare Employees Union**



Jane Hopkins, President

Date

12/13/2023