

2008 - 2011

AGREEMENT

by and between

THE SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

**Hospital and Health Care Employees Union, SEIU,
(Service Unit)**

PREAMBLE

This Agreement is made and entered into by and between The Swedish Hospital Medical Center (hereinafter referred to as the “Employer” or “Swedish Medical Center”) and SEIU Healthcare 1199 NW, Hospital and Health Care Employees Union, SEIU (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

Statement of Policy and Purpose: It is the desire of Swedish Medical Center and SEIU Healthcare 1199NW to interact in a collaborative and respectful manner and to ensure orderly and uninterrupted operations of the Swedish Medical Center. This is in keeping with the provisions of the National Labor Relations Act granting employees the right to organize and bargain collectively concerning the terms and conditions of their employment. Swedish Medical Center and SEIU Healthcare 1199 NW now desire to enter into an Agreement reached through collective bargaining which will have for its purpose, among others, the following:

- a. To recognize the legitimate interests of the Employees of Swedish Medical Center to participate through Union representation and the collective bargaining process in determining the terms and conditions of their employment.
- b. To promote excellent service to the customers of Swedish Medical Center.
- c. To maintain a neutral environment free of coercion and retaliation regarding employee participation in and support of the Union.
- d. To avoid interruption or interference with the efficient operation of Swedish Medical Center.
- e. To promote fair and reasonable working conditions.
- f. To provide a basis for the adjustment of matters of interest by means of amicable discussion.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full and part-time service and maintenance employees employed by the Employer, excluding all confidential employees, temporary employees, technical employees, professional employees, managers, guards and supervisors as defined in the Act and all other employees.

1.2 Per-diems may be included in the Service Agreement, subject to a vote. The specific terms of the vote will be negotiated between the Union and Employer as in the past. In the event the employees vote to be represented by the Union, all applicable specific terms will be negotiated at that time.

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, demote, suspend, discharge, maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to determine employee workloads; the right to require overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the hospital shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios; the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer.

2.2 The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Nondiscrimination. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally

applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against an employee because of the employee's membership decision.

3.2 Membership. All employees covered by this Agreement, who are now members or become members of the Union, shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. For the purposes of this Agreement, "in good standing," is defined as the tendering of Union dues or a fair share/ representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

The Union and the Employer agree that those employees employed by Swedish Medical Center in any capacity on July 1, 2000, who are not members of the Union, and those employees of Providence Seattle Medical Center employed in any capacity who are not members of the Union on July 1, 2000, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of this Article thereafter.

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.

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.

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

3.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster on computer disk of all employees using payroll deduction will be promptly transmitted to the Union by 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 or on account of any deduction made from the wages of such employee.

3.3.1 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.4 Bargaining Unit Roster. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union via a FTP site 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, division 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 an FTP site. 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.

ARTICLE 4 - UNION REPRESENTATIVES

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

4.2 Union Meetings. In accordance with Swedish Medical Center policy, the Union may use designated meeting rooms of the Employer for meetings of the local unit, providing sufficient advance request of the facility is made through the Human Resources Department in accordance with Swedish Medical Center policies and procedures and space is available.

4.3 Bulletin Boards. The Employer will provide space on bulletin boards on all units and departments and near the cafeterias for the use of the union. The Employer will determine the locations. The Union will provide a copy of posted materials to the Human Resources Department at

the time of posting. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

4.4 Unit Representatives – Swedish Medical Center Employees. A list of Union Officers, Delegates, and alternate Delegates from the bargaining unit, elected in accordance with District By-Laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Step 1, Step 2, and Step 3 of the grievance procedure and Section 7.8, as provided in this Agreement. The Employer shall not recognize Unit Representatives until the Union has given the Employer written notice of their selection and scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working time, and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, up to 40 Union Officers, Delegates and Contract Committee members shall be reimbursed at their base straight time rate for one day (8 hours) of training provided by the Union each calendar year. Training shall occur only on an employee's scheduled day off.

4.5 New Employee Orientation. Delegates/Officers (or designees), not to exceed two (2) in number, may meet with new employees during orientation (on the delegate/officer's unpaid time), at a mutually agreeable time to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee. The meeting shall not exceed one quarter (1/4) hour in duration, and shall be on paid time for the new employee. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, FTE, job classification, start date, shift, department, unit and campus of each new employee attending the orientation.

4.6 Job Description and Contract. The Union and Management will ensure that the Agreement is made available to all covered employees. Upon initial employment, employees shall be given a copy of their current job description by their manager during department orientation and whenever the job description changes.

ARTICLE 5 - DEFINITIONS

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

5.2 Part-Time Employee. An employee who is regularly scheduled to work on a continuing basis less than forty (40) hours per week or less than eighty (80) hours within a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Temporary Employee. An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods. Temporary employees shall include employees scheduled on an "on call" basis. Temporary employees are excluded from the terms and conditions of this Agreement and are not included within the Unions bargaining unit.

5.4 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional ninety (90) days. Any extension of the probationary period will not adversely impact the accrual of, or eligibility for, or utilization of benefits. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure.

5.5 Month and Year. For purposes of this Agreement and the method of computing sick leave, annual leave, and 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 and seniority. For purposes of computing longevity (wage) steps, a “year” shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

5.6 Preceptor. At the time a new employee is hired, transferred, or promoted into a represented position in a department, the manager will assign an experienced employee to orient that new employee. Further, the manager at his/her discretion may assign a preceptor. A preceptor is an employee experienced and proficient in clinical teaching and communication skills, who has completed the appropriate in-service program and is assigned by the Employer the responsibility for planning, organizing and evaluating the training of newly hired employees. Based on the new employee’s prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. Inherent in the preceptor role is the responsibility for specific criteria, based on goals directed by education and training for specific criteria, based on goals directed by education and training for a specific orientation period. Newly hired experienced employees may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer’s requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees as well as training of current employees on new procedures, protocols, processes, etc.

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

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority shall be defined as an employee’s length of service with the Employer

based upon calendar days since the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire.

6.2 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, acceptance of severance benefits, retirement, twelve (12) consecutive months of layoff subject to Article 10.6, or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever re-employed, be regarded as a new employee.

ARTICLE 7 - EMPLOYMENT PRACTICES

7.1 Recruitment and Selection. Swedish Medical Center will recruit and hire the most qualified applicants to meet the staffing needs of the Center and thereafter transfer, promote, and retain such persons as employees. All such actions and decisions shall comply with the Center's desire to promote from within whenever qualified candidates are identified, interested, and available.

7.2 Job Opportunities.

7.2.1 Postings. Human Resources will post job openings for a period of seven (7) calendar days prior to filling the job opening. Departments shall post job opportunities within their departments concurrently with the Human Resources posting.

7.2.2 Department Openings. Employees will be considered first and given preference for their departmental job opportunities. Examples of departments are: Nutrition Services on First Hill Campus, and Environmental Services on the Ballard Campus. If there are no departmental candidates who have applied (via the Employer's internal transfer application process) within the 7-day posting period, other internal candidates will be considered for job openings prior to external applicants. Seniority shall be the determining factor in filling a job opening providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer.

7.2.3 Americans With Disabilities Act. Where the requirements of the Americans with Disabilities Act conflict with this Agreement, the Americans with Disabilities Act shall supersede this Agreement.

7.2.3.1 Consistent with Swedish Medical Center's policy on disabled employees, if a new bargaining unit position can be created to accommodate an incumbent employee's permanent disability, the Union agrees to waive seniority rights for that position. The position will not be posted, and the position will be offered to the disabled employee.

7.2.4 FTE Changes. If an employee requests to increase his or her FTE, and the department manager approves, the above posting procedures (Article 7.2) will apply. Just the approved FTE increase would be posted.

If an employee requests to decrease his or her FTE, the employee must submit the request in

writing to their manager. The request should indicate that they are requesting to give up that portion of their FTE on a permanent basis. The manager must approve any FTE decrease. An FTE decrease does not need to go through the posting process described herein. Examples of considerations of the impact of an FTE decrease are benefit eligibility and tuition assistance.

7.2.5 Employee Transfers. Employees shall be required to give at least twenty-one (21) calendar days written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-one (21) day notice period. Employee transfers will occur at the end of the twenty-one (21) day period, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days the employee will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

Employees who accept a transfer may not apply for another opening for a period of three (3) months from the effective date of the transfer unless approved by the employee's manager.

7.2.6 90 Day Performance Review. Employees transferring or reclassified to a new department or a new position shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. At any time during this performance review period, the Employer will notify the employee in writing of any deficiencies in performance. Except for situations involving safety issues, gross incompetence, or gross misconduct, the Employer will give two (2) weeks advance notice of performance deficiencies prior to terminating the employee from the new position. If the employee fails to meet standards of performance, as determined solely by the Employer, the employee will no longer be allowed to continue in that position. The employee will be eligible for reinstatement to the employee's prior classification and prior department based upon available openings. If the employee is not reinstated due to the lack of an available opening, the employee will be treated as being on layoff status and subject to the recall provisions set forth in Sections 10.1 and 10.6.

This clause shall not apply to transfers within a job classification where the employee is to perform substantially the same duties as were performed in their former position.

7.3 Notice of Termination. Employees who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or three (3) weeks pay in lieu thereof, except in cases of discharge for just cause.

7.4 Notice of Resignation. Employees shall be required to give at least twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. Failure to work the notice period, unless approved by the employee's supervisor, shall result in loss of accrued annual leave, with the exception of previously scheduled and approved time off.

7.5 Equal Opportunity. The Employer and the Union shall comply with all applicable federal, state and local employment discrimination laws. The Employer and the Union shall not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry, or the presence of any sensory mental or physical disability. Allegations of discrimination shall be subject to the grievance and arbitration provisions of Article 17 of this Agreement.

7.6 Shift Changes. Seniority shall be the determining factor in shift changes within a department providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the Employer as per article 7.2.

7.7 Work Assignments. Seniority shall be considered when assigning work assignment within a department (as defined in Sub section 7.2.2) that are expected to last longer than three (3) months, providing skill, ability, experience, past performance and/or quality of work are substantially equal in the opinion of the employer.

7.8 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting which may lead to disciplinary action.

7.9 Personnel Records. Personnel records will be maintained by the organization for each employee. Information retained by the organization will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees may inspect their Human Resources records on the next business day (24 hours). Every effort will be made to make all other records available within 72 hours. If records cannot be made available within 72 hours employees will receive notice of when material will be available and an explanation for the delay. A human resources representative may be in attendance. Documentation regarding employment conditions, such as rate of pay, unit, shift, hours of work, reason for termination, change in employment status, and leaves of absence, shall be maintained. Upon request, an employee will be given a copy of any material in the employee's record. A copy fee may be charged. Employees may respond in writing to any documents contained in their record.

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

7.11 Travel. An employee who in accordance with Swedish Medical Center policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Swedish Medical Center. The Employer will be responsible for providing and approving travel arrangements for the employee to and from the Swedish Medical Center.

7.12 Subcontracting. There shall be no subcontracting of any bargaining unit work for the

life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees. This section does not apply to the customary and historical use of agency and travelers for RN and technical work.

ARTICLE 8 - FLOATING AND MULTI-CAMPUS ASSIGNMENTS

8.1 Floating Assignments. . Provided safe and cost effective staffing alternatives are available, every effort will be made to limit floating assignments to areas where staff have been cross-trained or will have the appropriate basic skills for the areas to which they float. The Employer retains the right to change the employee's daily work assignment on a shift by shift basis to meet operational needs.

Staff will receive orientation to the department or unit and will be assigned a resource person for guidance as needed. Orientation will be appropriate to the assignment and will be dependent upon the staff member's previous experience and familiarity with the area to which such staff member is assigned.

If during the floating assignment a staff member is asked to perform a task or procedure for which the staff member is not qualified, the staff member should immediately discuss the matter with the lead, charge nurse or manager. If the lead, charge nurse or manager is not available and the situation continues, the nursing supervisor should be paged immediately to address the situation.

In areas where patient care is provided, staff will be expected to perform all basic patient care functions, but may not be required to perform tasks or procedures uniquely applicable to the department or unit that they are not qualified or trained to perform.

8.2 Multi-Campus Assignments. If an employee (1) begins work at one campus and goes to work at another campus during his or her shift, or (2) is scheduled (on a posted or published work schedule) to work at one campus but is reassigned in advance of his or her shift to perform work at a different campus, a premium of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked at the other campus. If the employee returns to the original scheduled work site during the shift, this pay premium shall continue to be paid. This premium shall not apply to an employee that works in a position that was designed to service multiple campuses (e.g., Pharmacy Tech Systems Coordinator). Article 11.4 Schedule Changes, does not apply to this section. Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Parking will be provided to employees floating during a shift to another campus at no additional charge. If an employee incurs an additional parking fee, the Employer will reimburse the employee within two (2) weeks.

8.2.1 It is not the intention of Swedish Medical Center to regularly use staff from a department on one campus to fulfill staffing needs on another campus, and the use of such assignments on a regular basis shall be minimized.

8.2.2 Nothing in this section shall prevent the Employer from responding to emergency situations or urgent patient care needs.

8.2.3 Multi-Campus Units. In the event the Employer decides to expand the use of cross campus assignments to a department where the practice does not currently exist, the Union will be notified at the earliest opportunity. The Employer will meet with the Union and representatives of staff to address staff concerns and convene a change team. All applicable contractual practices will be followed. In the event a new multi-campus unit is created, all affected employees shall be assigned a home campus pursuant to the contractual procedures identified by the change team potentially including but not limited to 7.1 Recruitment and Selection, and/or 10.1 Layoffs.

8.3 Volunteers. When it is necessary to float an employee to another unit or department or to assign an employee to another campus, the Employer agrees to first seek volunteers from the employees working or scheduled, provided skill, ability and competence are substantially equal in the opinion of the Employer. In the event there are no volunteers, the Employer will rotate floating or reassignments equitably among all employees in the affected job classification on a unit on each shift, starting with the least senior employee first, provided skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to float or to go to another campus that shall be counted for purposes of the rotation list. The rotation list will be restarted January 1 and July 1 of each year, beginning with the least senior employee.

8.4 Float Pools. Employees working in a campus float pool will be paid a \$1.75 per hour premium. Float Pool employees will also be eligible for the Multi-Campus Assignment premium (for a total of \$3.25 per hour).

ARTICLE 9 - HEALTH AND SAFETY

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

9.2 Alcohol and/or Chemical Dependency. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employee participation in treatment programs, including individually tailored return-to-work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be

responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

9.3 Health and Safety. The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Swedish Medical Center shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employee health and safety is documented in Employer's Infection Control and Exposure Control Manual and the Personnel Policies and Procedures Manual that is available on every unit/work area throughout the Swedish Medical Center.

9.3.1 Hepatitis B Vaccine and Hepatitis C Exposure. Vaccine is offered in Employee Health Services without cost to any employee at risk of exposure to Hepatitis B. Following a blood borne exposure, the Employer will not only test for HEP B and HIV, but also HEP C and provide appropriate treatment at no cost to employee.

9.3.2 Tuberculosis Exposure Control Program. All employees working in patient care areas will be provided annual PPD screenings. 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 employee.

ARTICLE 10 - LAYOFF, RESTRUCTURING AND RETRAINING

Swedish Medical Center and the Union are committed to working together within a system where employees will have continued job security within reason given any restructuring Swedish Medical Center experiences. At the same time, it is understood that management needs to define the patterns of work and scheduling so that hospital needs are met. In order to demonstrate these commitments, the Employer and Union have agreed upon the following steps:

In applying this article, reassignments or transfers shall not be subject to the posting provisions of Article 7.2.

10.1 Layoff. When management finds it necessary to permanently reduce FTEs, layoff, or eliminate positions, it will look at the overall area and needs which could include redesigning the work or phasing out unnecessary work. The Union and employees subject to potential layoff will be notified 30 days in advance (or pay in lieu thereof to the employee) of the possibility of reductions except for unforeseeable conditions preventing such notice which are beyond the Employer's control. During this thirty (30) day period the Employer will reserve any openings for jobs that are in the affected classifications, classifications common to any applicable occupational groups, and any open position for which the employer determines the employees may be qualified, in order to afford the greatest possible opportunity to locate positions for displaced employees. In the event that departmental or area reduction in personnel is determined to be necessary (rather than a reduction in hours as specified in section 11.4.1), seniority of those employees in the affected job classification or occupational group shall be the determining factor in determining which employees shall be displaced, providing skill, ability, experience, performance and/or quality of work are substantially equal in the opinion of the Employer. Departments will be defined and identified by the Employer.

Agency employees on the affected unit will be the first to be released. The Employer shall be the judge in assessing the above factors and qualifications.

Occupational groups will continue to be discussed in Labor / Management Committee Meetings. Specific groups will be identified as needed in conjunction with the change team process.

10.2 Notification. A meeting between all employees and the manager will occur. Any employee has the opportunity at any time to do a skills evaluation with Human Resources.

10.3 Employee Options. A meeting between the manager and employees occupying position(s) affected by the change will be held. Employees will be offered vacant positions for which they qualify (in the opinion of the Employer) within the department and will have up to three (3) days to accept or decline the offer.

10.3.1 Skills Evaluation. If the affected employee is still without a regularly scheduled position or has a permanently reduced regularly scheduled position, a skills evaluation will be scheduled with Human Resources. The managers and Human Resources will evaluate all current and known upcoming vacancies in other departments. The employee's current skills and training needs will be assessed. The employee will be given preference for any positions for which he/she qualifies as determined by the Employer.

10.3.2 Oriented / Trained. An employee will be considered eligible for a vacant position if, in the Employers opinion, the employee can become oriented/trained to the vacant position within four (4) weeks. If the employee has not achieved a satisfactory level of performance in the judgment of the Employer within four (4) weeks, the employee will be subject to layoff.

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

- 1) The FTE of the offered position is more than a .2 FTE reduction;
- 2) The base pay of the position is greater than a 5% reduction;
- 3) The change in the start of the shift is greater than two (2) hours;

An employee, who has rejected a job offer where any of the above does NOT apply, will be considered to have voluntarily resigned;

- 4) An employee who has rejected a job offer that results in a loss of employee medical coverage or dependant medical coverage may continue in preference for open positions for which they are qualified or request to be placed on the recall roster.

10.4 Layoff, Recall/Severance. If the employee is still without a regularly scheduled position after two (2) weeks (fourteen (14) calendar days) from notification in 10.2 above, and the employee has not rejected a job offer except as noted in 10.3.3 above, the employee is subject to layoff with recall rights or severance pay.

10.5 Severance. Any employee choosing severance pay shall lose all seniority and shall not have recall rights.

Years of Service	Severance Pay
Completion of Probationary	

Period but less than 2 years	2 weeks pay
2 to 4 years	3 weeks pay
5 to 9 years	4 weeks pay
10 to 14 years	5 weeks pay
15 to 19 years	6 weeks pay
20 + years	8 weeks pay

10.6 Recall. Employees will be eligible for recall to open positions in their former classification, occupational group or for positions identified in the skills evaluation to which they could become oriented within four (4) to six (6) weeks. These employees shall retain their seniority for one (1) year from the date of layoff. Employees desiring to retain eligibility must monitor job postings and inform the Human Resources office of their desire to compete for the position. If an employee rejects a comparable position, the provisions of Article 10.3.3 will apply.

10.7 Training. Retraining efforts benefiting bargaining unit employees would be accomplished through on-the-job training, or educational resources outside the workplace as determined appropriate by the employer.

The training is to be accomplished during a period of up to four (4) to six (6) weeks, but this time frame could be extended at the option of the Employer.

10.8 Unit Merger and/or Restructure. The Employer will provide the Union with at least thirty (30) days advance notice prior to a unit merger or restructure.

In the event of a merger of two (2) or more units into a single unit or the restructure of a single unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule on the affected unit the employer will meet with employees to receive input on their preferences. A listing of the FTEs for each shift on the new unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days.

By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists and/or the qualifications of the employees, the Employer will assign employees to positions on the new unit based upon seniority, providing skill, ability, experience, past performance and/or quality of work are considered substantially equal in the opinion of the Employer.

Following this process, if there are employees who are not assigned a position on the affected unit, then Article 10.3 will be implemented to include positions outside of the department.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

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

11.2 Work Period. The normal work period shall consist of forty (40) hours of work within a

seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

11.3 Innovative Work Schedules/ Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Flexible work schedules may be established in writing by mutual agreement between the Swedish Medical Center and the employee involved. See Addendums for specific work schedules.

Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that new work schedule. Where flexible work schedules are utilized, the Employer retains the right to revert back to an eight (8) hour per day schedule or a flexible schedule recognized by this Agreement after at least thirty (30) days advance notice to the employee, or pay in lieu of notice.

11.4 Schedule Changes. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. If schedules are posted, the Employer will post the schedule seven (7) days prior to the scheduled work period. Except conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

11.4.1 Low Census/Reduction in Hours. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will rotate low census equitably among all employees on a unit on each shift (on each campus) starting with the least senior employee 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 employee. The Employer reserves the right to determine which job classification(s) shall be subject to low census or reduction in hours at any particular time. Subject to skill, competency and ability, agency and per diem employees on the unit subject to low census shall be released from work prior to implementing mandatory low census.

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

11.4.3 Low Census Fund. Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer, up to a maximum of 1750 hours per calendar year. Where low census hours exceed 1750 hours on a Swedish Medical Center wide basis within a calendar year, then employees will be released from work due to low census conditions, as provided for in

Section 11.4.1. The Low Census Fund is utilized for projects and may involve some patient contact. The Employer will determine appropriate projects and will assign these projects to the staff. Projects appropriate for staff utilizing the Low Census Fund may include, but are not limited to:

All Areas:

- Continuing education modules
- Reviewing department policies and procedures and recommending updates
- Conducting inventory of supplies
- Checking equipment for current inspection dates
- Organizing equipment rooms
- Prepare for JCAHO and state audits.

Clinical Areas:

- Skill development/cross training
- Purging patient charts
- Organizing follow-up calls to patients

If, during the course of a shift, the needed staffing hours increase on a unit, the remaining hours of the employee's shift will be charged to the unit budget rather than to the Low Census Fund. The Low Census Fund shall not be available to employees during that period of time that the Employer is subject to a ten (10) day strike notice, as provided for by Section 8(g) of the Labor Management Relations Act of 1947, as amended.

11.5 Overtime. All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours in any one day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay for all time worked beyond the normal full-time work day or normal work period. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay. All hours worked after twelve (12) consecutive hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the employees regular rate of pay. For purposes of computing overtime, the employee's straight-time hourly rate of pay shall include shift differential and all applicable premiums. Overtime shall be calculated to the nearest fifteen (15) minutes. The Employer and Union agree that overtime should be minimized. If, in the Employer's opinion, overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. There shall be no pyramiding or duplication of premium or overtime pay.

11.5.1 Work in Advance of Shift. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

11.5.2 Work on Day Off. Full-time employees who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the hours worked. Part-time employees, who work on a day not regularly scheduled, shall be

paid at the applicable rate of pay.

11.6 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees who are required to work during their meal period shall be paid for the time worked as required by law. All employees shall be allowed a paid rest period of up to fifteen (15) minutes in each half shift of four (4) hours or more duration.

11.7 Report Pay. Employees who report for work as scheduled including mandatory meetings or training (unless otherwise notified in advance) and are released from duty by the Employer because of low census or meeting cancellation shall receive four (4) hours work or four (4) hours pay at the regular rate of pay or their scheduled shift pay, whichever is less. This commitment shall not apply when the Employer has made a good faith effort to notify the employee in advance of shift cancellation at least one (1) hour in advance of the scheduled day shift or one and one-half (1 1/2) hours in advance of the scheduled evening or night shift. It shall be the responsibility of the employee to notify the Swedish Medical Center of the employee's current address and telephone number. This section shall not apply to optional continuing education, committee meetings, staff meetings or to time spent on standby, or callback assignments.

11.8 Weekends Off. In the event a full-time or part-time employee is required to work two successive weekends, all the time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the employee's regular rate of pay. Every other weekend off cycles (i.e., first and third or second and fourth) may be altered at the discretion of Management provided ten (10) days notice is given to the employee of the change. Subject to management approval, employees may request to trade weekends providing the schedule does not place the Employer into a premium or overtime position. Premium pay provided for in this section shall not apply to employees who voluntarily agree to more frequent weekend duty, to work every weekend or to employees filling more than one (1) position. The Employer shall determine the availability of weekend work. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. Premium pay provided for in this section shall not apply to time spent for educational purposes.

11.8.1 Also see Implementation of Every Other Weekend Off, Letter of Understanding

11.9 Temporary Assignments. Temporary assignments to a lower paid position will not result in a decrease in rate of pay. Temporary assignments to a higher classification, other than for training, of a week or more shall result in payment at the rate of the scale for the higher classification at the step which is equivalent to the employee's step in their regular assignment for all time worked in the classification.

11.10 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. If an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1 1/2). This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Articles 12.6 and 12.7. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

ARTICLE 12 - COMPENSATION

12.1 Wage Schedule. Schedule “A” attached hereto and made a part of this Agreement is the wage schedule which shall be effective during the term of this Agreement.

12.2 Changes in Pay or Other Compensation. Longevity steps (an employee’s individual step increase) set forth in this Agreement shall become effective at the beginning of the first full payroll period after the employee works (is paid) at least 1664 hours or twelve (12) months, whichever happens last. Wage scale increases and increases in other forms of compensation shall become effective at the beginning of the pay period closest to the date designated by the contract.

12.3 Shift Differential. Employees assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour over the hourly contract rates of pay. Employees assigned to work the third shift (11 p.m. – 7:30 a.m.) shall be paid a shift differential of one dollar and sixty cents (\$1.60) per hour over the hourly contract rates of pay. Effective July 1, 2009 employees assigned to work the third shift (11 p.m. – 7:30 a.m.) shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour over the hourly contract rates of pay.

Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. If an employee works a total of less than four (4) hours and all hours worked are on the evening and/or night shift, then the applicable shift differential will be paid for the actual hours worked on each shift.

12.4 Lead Pay. Employees assigned by the Employer to a lead position shall receive an additional one dollar (\$1.00) per hour over the regular rate of pay. The lead position shall be an assignment, not a separate classification.

12.5 Recognition for Past Experience. Employees hired during the term of this Agreement shall be compensated at a wage level in accordance with the following understanding:

- a. One (1) to three (3) years past experience, at least the first year rate of pay.
- b. Four (4) to eight (8) years past experience, at least the second year rate of pay.
- c. More than eight (8) years past experience, at least the third year rate of pay.

“Past experience” as specified herein shall be defined as recent, relevant and related experience in the opinion of the Employer.

12.5.1 Hire in Rates versus Incumbents. If at any time a current employee believes that they have the same or greater experience to that of a newly hired employee in the same job classification, and the new employee is brought into their job at the same or higher rate of pay, the current employee may request a review by his or her manager. The manager will assist the employee by bringing the matter to Human Resources for review.

12.6 Stand-by Pay. Employees placed on standby status off Swedish Medical Center

premises shall be compensated at the rate of three dollars (\$3.00) per hour. An employee shall receive four dollars (\$4.00) per hour for all standby hours over fifty (50) standby hours per pay period. Standby duty shall not be counted as hours worked for purposes of accruing longevity steps or benefits. Employees on standby shall be provided with signal devices for the time the employee is on standby. Employees who are on low census shall not be required to be on standby for that low census shift. Effective July 1, 2009, standby pay for all standby hour of fifty (50) hours or less per pay period shall be increased to three dollars and twenty-five cents (\$3.25) per hour.

12.7 Callback Pay. Any employee on standby who is called to work shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. If an employee has been released from duty and is called back, the employee shall receive time and one-half (1 ½) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Swedish Medical Center shall not be considered time worked. When an employee on standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 ½) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular straight time rate of pay, except for employees who are placed on stand-by during a regular scheduled shift as a result of low census.

12.7.1 Callback Relief. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off, or a change in the employee's start time or end time for the immediate next scheduled shift when the employee has been working on call within eight (8) hours of the start of his or her next scheduled shift. To be considered, the employee must notify the Employer no later than one and one-half (1 ½) hours in advance of the employee's scheduled shift if making such a request. At the employee's request, an annual leave day or sick leave can be used. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

12.7.2 Callback Guidelines. Stand-by time shall not be used to avoid filling vacant positions. The Swedish Medical Center will schedule procedures in the best interests of the patient and will make a good faith effort to schedule such patient procedures so that call back is not required.

Each affected unit or department with mandatory call will establish a Call Staffing Committee with a Management co-chair and a Union appointed staff co-chair. The committee shall have an equal number of representatives from management and physicians, and staff from the unit. The committee shall:

- Develop utilization guidelines specific to the type of unit and unit's patient population that will include urgent/emergent definitions.
- Discuss methods by which staff and physicians can be held accountable for meeting the expectations developed by the committee.
- Participate in a regular review of the call cases in relation to the developed utilization guidelines. The schedule for these review meetings will be

developed by the Unit Based Call Staffing Committee.

- Serve as the units committee to resolve any other issues relevant to stand-by.

12.7.3 Stand-By Hours. In order to recruit and retain employees who take call as part of their jobs, there shall be established in each department a maximum number of mandatory scheduled stand-by hours per employee. If the maximum number of mandatory scheduled stand-by hours per employee is exceeded then 12.7.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 12.7.3 (b) will be one hundred thirty two (132) hours per month unless the Call Staffing Committee exempts the department from the maximum by consensus. Employees are permitted to trade, volunteer or sign up for a greater number of stand-by hours voluntarily but to a safe and reasonable level as determined by the manager.

a. The maximum mandatory scheduled stand-by will be implemented within ninety (90) days of ratification of the contract.

b. When the total average stand-by per group of employees (who have an expectation to share in the unit's collective stand-by) hit the mandatory maximum number of stand-by hours, the Call Staffing Committee will be called to a meeting to determine a course of action to lower the stand-by hours. Management, with the committee, will make every effort to immediately lower the overall mandatory stand-by hours per employee. The committee will continue to meet to determine a course of action to lower the stand-by hours long term. If, after thirty (30) days, the mandatory scheduled stand-by hours remain over the established mandatory maximum, the next level of management for the department will participate in the committee's work to facilitate a course of action to lower the stand-by hours.

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

12.8 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar (\$1.00) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

12.9 Promotion, Demotion and Lateral Job Transfers. The following rules shall govern an employee's base pay adjustment and longevity step progression when an employee moves from one job classification to another:

12.9.1 Promotion. If an employee moves to a higher-paid classification, the employee shall be placed at the first step in the new classification that provides at least a three percent (3%) increase in pay. The employee shall retain all hours previously credited toward their next longevity increase and shall move to the next longevity increment upon completion of

the required hours for that longevity step provided the increase is less than six percent (6%). If the increase is six percent (6%) or greater, the employee's longevity increment counter will be reset to the date of transfer.

12.9.2 Demotion. If an employee moves to a lower-paid classification, the employee shall be placed at the step of the new classification that at least corresponds with the step they occupied in their previous classification. The employee shall retain all hours previously credited toward their next longevity increase and shall move to the next longevity increment upon completion of the required hours for that longevity step.

12.9.3 Lateral Transfer. If an employee moves to a classification with the same pay scale as their current classification the employee shall be placed at the step of the new classification that corresponds with the step they occupied in their previous classification. The employee shall retain all hours previously credited toward their next longevity increase and shall move to the next longevity increment upon completion of the required hours for that longevity step.

12.10 Preceptor Pay. Employees assigned as preceptor under Article 5.6 will be paid one dollar (\$1.00) per hour differential for those hours of assignment. Preceptor pay will not be paid in addition to lead pay.

ARTICLE 13 - ANNUAL LEAVE

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

Upon Completion of:	Annual Leave
(2080 hours = 1 Year)	
0- 3 years	18 days (144 hours)
4 - 5 years	23 days (184 hours)
6 - 9 years	24 days (192 hours)
10 - 15 years	28 days (224 hours)
16 - 20 years	30 days (240 hours)
21 - 24 years	32 days (256 hours)
25 years and over	33 days (264 hours)

On-call and temporary employees are not eligible for annual leave benefits. The Employer at its discretion may allow earned annual leave time off to the extent accrued on an annual basis.

13.2 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 with the exception of time off for holidays. During the probationary period employees are able to access accrued annual leave for scheduled time off on holidays. Upon satisfactory completion of the required probationary period, the employee shall be eligible to take any annual leave which has accrued. The Employer retains the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Swedish Medical Center.

13.2.1 Annual Leave/Generally. All employees, with the exception of Unit Secretaries

and Nursing Assistants Certified employed on nursing units, shall comply with the following procedure for requesting annual leave time.

13.2.1 (a) Annual Leave Requests. Employees must submit annual leave requests by February 15. Annual leaves will be scheduled for the rest of the calendar year and through the first quarter of the following year by March 15. Consideration for time off for annual leave purposes shall be given to employees based on seniority. Annual leave requests submitted after February 15 will be granted on a first-come, first-serve basis consistent with business requirements. The annual leave schedule will be posted by March 15.

13.2.1 (b) Annual Leave/Prime Time. Prime time will be defined from June 1 through September 15 of each year and November 15 to January 2. Requests for annual leave submitted by February 15 will be approved on a seniority basis. In order to assure that equitable access exists in obtaining annual leave time, in the event of conflicting requests employees may not be granted annual leave during the same time period for two years in a row. When developing the vacation schedule, no more than three (3) calendar weeks will be granted during prime time period. Thereafter, additional leave may be granted.

13.2.2 Annual Leave/Nursing Units. Annual leave time for Nursing Assistants Certified and Unit Secretaries working on nursing units shall comply with the following procedure for requesting annual leave.

13.2.2 (a) Annual Leave/Prime Time. Prime time will be defined from June 1 through September 15 of each year. Requests for prime time vacation submitted by February 15 will be approved on a seniority basis if there are no conflicting requests. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The annual leave will be posted by each March 15.

Requests for prime time submitted after February 15 will be granted on a first-come, first-serve basis after the annual leave schedule is posted on March 15. Nursing Assistants Certified and Unit Secretaries on nursing units will be notified in writing within three (3) weeks after the request is submitted as to whether the annual leave is approved. When developing the vacation schedule, no more than three (3) calendar weeks of annual leave will be granted during prime time. Thereafter, additional annual leave may be granted.

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

13.2.2 (c) Annual Leave/Holiday. Holiday annual leave will be defined from November 15 to January 2 of each year. Requests for holiday leave submitted by October 1 will be approved on a seniority basis if there are no conflicting requests. If there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The holiday schedule will be posted by October 15. Annual leave granted during holidays shall be in conjunction with the holiday rotation. Adequate core staffing will be maintained.

13.3 Loss of Annual Leave. Annual Leave accrues each pay period based on the number of hours paid in that pay period, not to exceed 2080 paid hours in a calendar year. The accruals accumulate if not used to a maximum of two times (2x) the annual accrual depending upon years of service. Employees may not accumulate annual leave beyond two times (2x) their respective annual accrual. Annual leave not accrued because the accumulation cap is reached cannot be made up. Once hours have been used to bring the employee's accrued balance under the cap, accruals resume up to the proscribed limit.

13.4 Work On Holidays. Employees who work on the following holidays: New Years Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be paid at the rate of one and one-half (1 ½) times the employees regular rate of pay for all hours worked on the holiday. For purposes of this Agreement, the holiday shall begin at 11:00 p.m. on the day preceding the holiday and will end at 11:30 p.m. on the day of the holiday.

13.4.1 Pay for Time Off on Holiday. Eligible employees receive annual leave pay for scheduled time off for each of the observed holidays (except the Personal Holiday which must be arranged). Annual leave will be paid in relationship to the assigned FTE.

Employees that do not have sufficient hours in their annual leave balance will be paid the balance of their hours (not to exceed one full day at their FTE level) or no annual leave payment.

Employees that work in departments that close or substantially reduce their staffing on holidays will automatically be paid annual leave if they are normally scheduled, do not work, and have sufficient annual leave hours accrued.

Employees must use all accrued annual leave prior to taking any time off as unpaid.

13.4.2 Martin Luther King Day. Employees that participate in presenting at Swedish Medical Center's Martin Luther King Day celebration will be paid the appropriate contract rate for time spent presenting, not to exceed two (2) hours of paid time. Time spent in preparation will not be eligible for paid time.

13.5 Designated Dates. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the Swedish Medical Center

13.6 Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for any annual leave benefits earned; provided, however, this

provision shall not apply to those employees who terminate their employment without giving the required twenty-one (21) days prior written notice, or to those employees who are discharged for cause.

13.7 Cash Out. Eligible employees may choose to cash out up to forty (40) hours of accrued annual leave once per calendar year provided, at the time of the request, a minimum of one hundred (100) hours will be in the employee's account after the cash out has been made.

If an eligible employee reduces their FTE to Per Diem or other non-benefit eligible status, all accrued hours for which she/he is eligible will be paid to the employee at the time of the status change.

ARTICLE 14 - SICK LEAVE

14.1 Accrual. Full-time and part-time employees shall accumulate sick leave benefits at the rate of eight (8) hours for each 173.3 hours worked. No sick leave shall be allowed for a fractional calendar month of employment. The maximum accumulation of sick leave shall be limited to 800 hours per employee.

14.2 Payment. If a full-time or part-time employee is absent from work due to illness or injury or the illness or injury of a dependent child under the age of eighteen (18) (including emergency medical-dental appointments), the Employer shall pay the employee sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the employee's unused sick leave accumulation, whichever is less. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave will be grounds for discharge. An employee is not eligible to take sick leave during the probationary period.

14.3 Notification. In recognition of staffing difficulties resulting from lack of timely notice, employees are encouraged to give the Employer as much notice as possible of an absence from work. Employees working the first (day) shift shall notify the immediate supervisor or other designated person(s) at least one and one-half (1 ½) hours in advance of the employees scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) and third (night) shift shall notify the immediate supervisor or other designated person at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may, at the Employer's discretion, result in loss of paid sick leave for that day.

14.4 Notice of Termination. Employees shall not be paid sick leave for any illness or injury which commences after giving proper notice of termination.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 In General. Employees may request and take Medical, Family Medical, Maternity, Parental or Family Leave in accordance with Swedish Medical Center policies. Swedish Medical Center, Family Medical, Disability/Maternity, Parental or Family Care Leave policies will comply with and meet all applicable Federal, State Medical or Family Leave minimums. Swedish Medical and

Family Leave policies may, at its discretion, exceed applicable Federal or State medical or family leave minimums. As Federal or State laws may change, Swedish Medical Center will ensure it is compliant with those changes.

All leaves of absence, including medical leaves of absence, are to be requested by the employee in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A reply granting or denying the request and stating the conditions of the leave of absence, if granted, shall be given to the employee within thirty (30) days of the request. A leave of absence shall commence on the first day of absence from work.

15.2 Family and Medical Leave.

15.2.1 Family and Medical Leave Act. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of continuous service, an employee who has worked at least twelve-hundred and fifty (1250) hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to:

- a. Care for the employee's child after birth, or placement for adoption or foster care; or
- b. Care for the employee's spouse/domestic partner, child or parent(s) who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

Ordinarily the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable.

15.2.2 Part-Time Employees. An employee who has been employed for one (1) year but, because of his/her part-time status has worked less than twelve hundred and fifty (1250) hours in the previous year, upon qualifying for a medical leave under the provisions set forth in Article 15.2.1 above, shall be eligible for up to six (6) weeks of unpaid leave.

15.3 Maternity Leave. For employees not qualified for FMLA, upon request, a maternity leave of absence for the period of physical disability shall be granted without loss of seniority or benefits accrued to the date such leave commences. Upon return from maternity leave, the employee shall be given the same or similar job she vacated, or one of equal pay provided the employee has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth.

15.3.1 State Law. An employee who qualifies for Family Medical Leave and takes leave due to pregnancy or childbirth is entitled to twelve (12) weeks of Family Medical Leave or leave for the period of sickness or temporary disability because of pregnancy or childbirth, whichever would be greater. Upon completion of the leave, the employee shall be entitled to

her former position.

15.4 Annual and Sick Leave Usage. Employees who qualify for FMLA to care for their own serious health condition or the serious health condition of a child under age eighteen (18) are required to first utilize accrued sick leave. Should the employee's sick leave balance be exhausted, employees will be required to utilize accrued annual leave. Any time for which employees do not have accrued sick leave or annual leave will be leave without pay.

15.5 Return from Medical/Maternity Leave. An employee who takes a medical/maternity leave under Articles 15.2.1, 15.3 and 15.3.1 above shall be returned to the employee's former or equivalent position at the conclusion of the leave, if the employee returns to work on or before the completion of twelve (12) weeks of leave. Where a maternity leave in excess of twelve (12) weeks is approved according to section 15.3.1 the return to work provisions of 15.3.1 shall apply. An employee who takes leave under Article 15.2.2 above shall be returned to the employee's former or equivalent position at the conclusion of the leave, if the employee returns to work on or before the completion of six (6) weeks of leave. Thereafter, if the employee returns to work on or before the completion of a six-month medical leave of absence, the employee shall be entitled to the first available position for which the employee is qualified. Prior to the employee returning from a medical/maternity leave of absence, the Employer may require a statement from the attending physician verifying the leave period and attesting to the employee's capability to perform the work required of the job.

15.6 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 15.2 (Family and Medical Leave) without loss of seniority or accrued benefits. An employee on childcare leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

15.7 Bereavement Leave. Up to three (3) consecutive days of bereavement leave (prorated for part-time employees) shall be allowed for each occurrence of a death in the immediate family. Employees may request this time as non-consecutive days off (within a fourteen (14) day period). Bereavement leave that overlaps with regularly scheduled workdays shall be paid bereavement leave. Up to an additional two (2) days of bereavement leave (for a total of five (5) consecutive days off) may be allowed if extensive travel is required to attend the funeral. Proof of extensive travel may be required. Employees may be required to provide documentation as is reasonably necessary to substantiate the need for bereavement leave. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son-in-law or daughter-in-law, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law or domestic partner, or immediate family of domestic partner.

Employees may request additional time off from their supervisor for bereavement leave for extraordinary circumstances. In such cases the additional time will be paid as annual leave.

15.8 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time. Employees will not be expected to work their scheduled shift while serving on jury duty.

NOTE: Following Jury service the employee must endorse the check for jury duty pay and bring the check to the cashier in the Finance department. The employee must also notify his or her supervisor that they have submitted the check to Swedish Medical Center.

15.9 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits or seniority or pay status accrued during the leave, and shall not be considered part of the employee's annual leave time, unless the employee requests to use annual leave. Upon return from military service, the employee shall be provided reinstatement rights set forth in the Uniformed Service Employment and Reemployment Rights Act.

15.10 Educational Leave. After one (1) year of continuous service, an employee may request leave without pay for the purpose of attending beneficial career oriented functions. The Employer shall be the judge as to whether educational leave is beneficial to the Employer and employee. Such leaves shall also be subject to budgetary considerations and scheduling requirements of the Employer. When an employee is required to attend an educational career-oriented function by the Employer, the employee's wages and all expenses shall be paid by the Employer.

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

15.11 Personal Leave. All full-time and part-time employees shall be eligible to receive up to three (3) days of unpaid personal leave per year, providing sufficient advance notice has been given and providing such leave does not adversely affect patient care.

15.12 Return from Leave. If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to the same position, unit and shift held prior to the leave. Except as otherwise provided for in this Article 15, employees who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of the leave of absence agreement and the provisions of Section 7.2.

15.13 Leave Without Pay. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

15.14 Vacation Donation for Parental Leave. In the event an employee takes a parental leave for either the birth or adoption of a child, the employee will be eligible to receive donated annual leave hours from co-workers, in accordance with the procedures set forth in the Employer's vacation/annual leave donation policy. Donations must be a minimum of four (4) hours that will be converted to the regular rate of pay of the person taking the leave.

15.15 Union Leave. Subject to advance notice and supervisor approval, an employee may be granted a leave of absence to assume a position with the Union. Similarly, subject to advance notice and supervisory approval, an employee may assume an interim position outside of the bargaining

unit but within the Swedish Medical Center. Contract provisions, other than seniority, will not apply during these leaves of absence.

A personal leave to assume a position with the Union may be granted up to twelve (12) months in length and will not be granted under the Swedish Medical Center's personal leave of absence policy, except that the employee shall not be required to use his/her annual leave. Employees returning from this leave within twelve (12) weeks will be guaranteed their same position. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority. Medical Benefits will end at the end of the month in which paid time ends. An employee that takes a Union Leave for greater than twelve (12) weeks may be restricted to only taking two (2) weeks of vacation for the six (6) months following his or her return from Union Leave.

15.15.1 Bargaining Unit Leave. Similarly, subject to advance notice and supervisory approval, an employee may assume an interim position outside of the bargaining unit but within the Swedish Medical Center. An employee that assumes an interim position with the Employer outside of the bargaining unit may do so for up to twelve (12) months in length. Employees returning from this leave within twelve (12) weeks will be guaranteed their same positions. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority.

ARTICLE 16 - MEDICAL AND INSURANCE BENEFITS

16.1 Flexible Benefits (Medical and Dental) Insurance. Beginning the first of the month following the employee's date of hire, all full-time and all part-time employees regularly scheduled to work twenty (20) or more hours per week (.5 FTE) shall be included under and covered by the Employer's Flexible Benefits insurance plan providing medical, surgical, hospital and dental insurance benefits with the employee's premium paid by the Employer.

16.1.1 Dependent Medical Insurance -Flexible Credit. Employees regularly assigned and designated a .9 or 1.0 FTE status, with covered dependents (including a domestic partner), will receive a flexible credit for dependent medical insurance coverage. Effective January 1, 2008 the premium share for eligible employees' dependent coverage will be five percent (5%). Employees regularly assigned and designated a 0.5 to 0.8 FTE will pay a share of health insurance premiums for their dependent coverage as determined by the actuary. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. Effective January 1, 2010 the premium share for eligible employees' dependent coverage will be six percent (6%) and shall remain six percent (6%) for the life of the Agreement.

16.1.2 Advantage Medical Plan and other buy-up type plans. All employee premium levels (employee only and dependent coverage) for these plans will be set as in the past. That is, the actuary reviews market trends, the plan's experience, and healthcare cost projections and determines the appropriate premiums for these plans on an annual basis.

16.2 Life Insurance. The Employer shall continue in full force and effect its life insurance plan, making whatever changes may be required to comply with applicable law and regulations.

16.3 Plan Changes. In the event the Employer modifies its current benefit plans, or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least thirty (30) days prior to the intended implementation date.

16.4 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

16.5 Retirement Plan.

16.5.1 Defined Benefit Retirement Plan. The Employer agrees to continue its present Defined Benefit Retirement Plan in full force and effect for eligible employees hired prior to January 1, 2007 and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. Retirement benefits and eligibility requirements for participation are defined by the current Employer's plan. The Employer agrees to maintain the Defined Benefit Retirement Plan as long as there are eligible employees covered by the Plan and will not seek in any way to eliminate or modify the plan in any future negotiations. Article 16.3 Plan Changes does not apply. This defined benefit plan will be maintained as long as there are eligible employees covered by the plan and consistent with regulations of the Internal Revenue Service and the United States Department of Labor. This provision shall remain in effect until there are no longer eligible employees covered by the defined benefit plan. After many years if the number of remaining plan participants makes it unfeasible to continue the plan, the Employer will negotiate with the Union to ensure that any remaining plan participants are kept whole.

16.5.2 Defined Contribution Retirement Plan. Employees hired after December 31, 2006 and current employees hired on or before December 31, 2006 and who choose the defined contribution plan will be eligible to participate in the Defined Contribution Retirement Plan only.

Employees who elected to participate in the Defined Contribution Plan will have their Defined Benefit Retirement Plan assets "frozen" effective December 31, 2006; that is, all benefits earned to date will be protected but no additional benefits will be earned.

The Defined Contribution Pension Plan will be funded according to the following formula:

- a) The Employer will make a base contribution of 5% of gross pay to the employee's account
- b) The Employee may voluntarily contribute up to 2% of gross pay, which is not required.

- c) If the Employee voluntarily contributes, the Employer will make a matching contribution of 100% of the voluntary employee contribution up to an additional 2%.

The Employer agrees to continue the Defined Contribution Retirement Plan in full force and effect as mutually agreed to by the Union and management during the term of the Agreement and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. The final plan document will be incorporated herein by reference. Article 16.3 Plan Changes does not apply.

16.5.3 403(b) Plan. Swedish Medical Center agrees to continue to offer the current 403(b) plan in full force and effect based on existing eligibility requirements and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder.

Swedish agrees that eligible employees may choose to participate in the 403(b) plan in addition to either the proposed defined contribution plan or current defined benefit plan consistent with IRS and Department of Labor regulations.

ARTICLE 17 - GRIEVANCE PROCEDURE

Purpose. The grievance procedure provides a forum for bargaining unit members to address and resolve alleged contract violations in an efficient and expedient manner. To ensure that this purpose is met, the parties will attempt to resolve issues at the lowest possible level within the management structure. Additionally, the parties will engage annually in joint union/management training on contract interpretation and effective resolution of grievances.

The parties agree that potential grievances should be resolved informally whenever possible. To that end, the parties agree in ordinary circumstances to meet informally prior to submitting a written grievance. In the event these informal meetings are not occurring when they should be (in the opinion of either party) the matter may be taken to the Labor Management Committee for discussion and resolution.

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 13.4 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance by the employee and the Union. If the Employer fails to comply with the time limits set forth below the Union may advance the grievance to the next step, in writing.

17.3 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor or Manager.

If an employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor 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 meeting, a human resources representative (or designee) may also be present at this Step 1 meeting. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance.

A grievance concerning a termination or suspension may be initially presented at Step 2 of the grievance procedure.

Step 2. Department Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the Department Director (and/or designee) within fourteen (14) calendar days of the immediate supervisor's written decision. A meeting between the employee (and the Union Delegate/Representative, if requested by the employee) and the Department Director (or designee) and a Human Resources representative (or designee) shall be held within ten (10) days for the purpose of resolving the grievance. The Department Director shall issue a written reply within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Vice President.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President (and/or designee) within fourteen (14) calendar days of the Department Director's Step 2 written decision. The Vice President (or designee) and a Human Resources representative (or designee) shall meet with the employee and a Union Representative within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President (or designee) shall issue a written response within fourteen (14) calendar days following the Step 3 meeting.

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 arbitrator (with a copy to the Employer) within fourteen (14) calendar days following the receipt of the written reply from the Administrator (or designee). In that arbitration submission letter, the arbitrator will be requested to provide available dates within the sixty (60) day period following receipt of the letter. 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, the next arbitrator will be promptly notified of the request for hearing. The parties agree to schedule the hearing date within five (5) days of receipt of the arbitrator's letter listing available dates for hearing.

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

1. Mike Beck
2. Eric Lindauer
3. Allen Krebs
4. Janet Gaunt
5. Richard Humphreys

Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this limitation shall not apply for any period the employee was unaware and could not have known that the grievance existed. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.4 Union Grievance. The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed. If such a grievance is filed, it shall be processed in accordance with the specific provisions of Section 17.3 with reasonable representation from the directly affected parties designated to represent the group of employees for purposes of processing the grievance.

17.5 Termination. Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only, and shall not be subject to arbitration.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

18.1 No Strike. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

18.2 Discharge. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

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

ARTICLE 19 - GENERAL PROVISIONS

19.1 Invalid Provisions. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement.

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

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

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

ARTICLE 20 – LABOR MANAGEMENT COMMITTEES

20.1 Labor Management Committee. Swedish Medical Center and the Union agree to maintain a Labor Management Committee, which shall be comprised of not more than six (6) representatives of the Swedish Medical Center and six (6) representatives of the Union. Unless otherwise agreed to,

the Committee shall meet monthly for the purpose of discussing and/or proposing resolutions to:

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

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

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

20.1.4 Discuss and determine appropriate occupational groups to be used for purposes of layoff.

20.2 Compensation. 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 meeting shall be released thirty (30) minutes prior to the actual meeting for preparation purposes.

20.3 Labor Management Benefits Committee. The Swedish Medical Center and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs. In conducting its work the committee will concentrate its efforts on:

1. Pharmacy benefit and cost control
2. Maximizing wellness programs
3. Health status improvements including incentives
4. Consumer education and prudent health care purchasing
5. Prevention strategies
6. Enhanced case management services
7. Effective disease management programs
8. Nurse advice lines 24/7
9. Maximizing pharmacy education to avoid adverse drug interactions.
10. Wellness Program Design/HRA
 - Joint work to develop program design, including selection of third party HRA vendor
 - Incentive (if any) to be determined per HRA study
 - Voluntary employee participation
 - The union will use its best efforts to encourage employee participation
 - Preventive Healthcare – reconsider as part of HRA study

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. 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 Director of Total Rewards will be invited to present information relevant to the Swedish Medical Center's Health Plan on a quarterly basis.

20.4 Staffing for Service and Technical Quality Care. Recognizing the importance of adequate staffing to the provision of quality patient care, the Employer agrees that there should be an adequate number of staff in all departments on each shift. Staffing levels shall be determined by management for each department, work area, or unit (to be determined based on the specific title of the area for which staffing is determined; referred to as "Department" or "Area"). Staffing levels shall be based on the workload of the department and/or area and shall be sufficient in number to allow for a high quality of patient care.

1. Employee(s) who have ongoing concerns about staffing shortages or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to document their concern and address the issues directly with their supervisor.
2. If the supervisor has not addressed a documented concern within fourteen (14) calendar days the employee(s) involved in the staffing concern may present the concern to the Labor Management Committee for a collaborative review. Any recommendations coming out of Labor Management will be forwarded to the appropriate manager(s).
3. If the Union believes that a staffing concern is broad based and ongoing, it may submit the matter in writing to the Service Maintenance Labor Management Committee for a collaborative review.
4. The employee(s) and the manager of the department will be invited to attend the Labor Management Committee for discussing the staffing concern.
5. If the Labor Management Committee determines that there is a genuine staffing concern from department employees or Union, the manager/supervisor of the department will convene, within seven (7) days, a departmental committee to review the issue and develop a recommended action plan in no more than fourteen (14) days. The time line for recommended action plan may be extended upon mutual agreement. This departmental committee will work collaboratively to arrive at a reasonable and achievable staffing plan that assures high quality patient care and effective use of hospital resources. The committee will be comprised of an appropriate number of staff appointed by the Union, Union representatives, Human Resources and management. All time spent by employees on this committee will be considered time worked and will be paid at the appropriate contract rate.
6. The Labor Management Committee shall review the staffing plan report of the committee and make such recommendations as it deems advisable and submit a final report to the VP for the area within ten (10) days of receipt of the report of the departmental committee. The VP/designee shall make his or her final decision known to the Labor Management

Committee within twenty-one (21) days of receipt of the final staffing plan report by sending a response to the manager and Labor Management Committee co-chairs.

7. The Swedish Medical Center may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee or the hospital administration of his or her concerns about staffing.
8. Issues from Service employees, regularly working in departments or units covered under ESHB3123, alternatively could be assigned to the Joint Labor Management Nurse Staffing process included in the RN contract if mutually agreed upon by the Union and management.

20.5 Labor Management Restructure Oversight Committee. In support of retaining staff and providing a forum to discuss restructuring activities that impact employment in a variety of ways, this committee will meet quarterly or as needed based on employee displacement or restructure activities to discuss topics of mutual interest relating to various displacement or restructuring activities. Topics will include communication issues, problem solving for identified areas of concern, application of contract language, and other topics deemed appropriate by the committee. The Union and management shall appoint one member each as Co-Chairs.

20.6 Change Teams. In order to facilitate Union participation in unit mergers and/or restructures (Section 10.8) and to ensure an efficient transition process to promote quality patient care and services and a quality work environment for employees, , the parties agree to establish Change Teams for mergers and/or restructures that may result in displaced or laid-off employees. These teams shall consist of representatives of management and the Union and shall have the authority to recommend appropriate practices for conducting unit mergers and/or restructures.

The Change Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement. 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. These teams shall be created as soon as possible after the decision to merge or restructure a unit has been made, and in no event less than thirty (30) days prior to the effective date of the merger or restructure.

In the case of any merger or restructure of a unit that does not involve lay-off or displacement, the employer will meet with the Union, including representatives of the staff to address staff concerns. A task force may be convened by mutual agreement to facilitate Union participation, ensure an efficient transition process and to promote quality care and services and a quality work environment in the merged or restructured unit.

20.7 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, provided adequate advance notice is provided to the immediate supervisor by the employee or the Union. 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 21 – JOINT EMPLOYER TRAINING AND EDUCATION

21.1 Training and Upgrading Fund to be known as the Joint Employer Training and Education Fund (the “Fund”) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Fund shall be an amount equal to one (1 %) percent of the gross payroll of the Service & Maintenance bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/temporary employees.

21.2 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.

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

21.4 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.

21.5 Fund Contributions, Records and Collections. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

21.6 Training Fund Committee. While the Joint Employer Training and Education Fund is being established, the Labor Management Training Committee will meet at intervals determined by the Committee to assess the needs of bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund and all of the Fund’s specific programs.

Information collected regarding training interests and needs and any barriers will be forwarded to the

multi-employer Training and Education Fund Staff.

Once the Training and Education Fund is fully operational, the Labor Management Training Committee will evaluate the need for any additional meetings.

ARTICLE 22 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2008 and shall remain in full force and effect until the 30th day of June, 2011 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 by certified mail at least 90 days before the expiration date. In the event negotiations do not result in a new agreement on or before the expiration date, this agreement shall terminate unless both parties mutually agree in writing to extend the contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _____ 2008.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Joanne Suffis, Vice President, Human
Resources

Geoff Bate, Chief Negotiator

Cary Natiello, Director, Strategic HR
Partners and Labor Relations

Robin Wyss, Lead Organizer

Kris Schroeder, Administrative Director,
Nutrition, Environmental and Conference
Services

Joanne Metroplos, RN, Organizer

Mike Shea, Director, Total Rewards

Patrick Pedersen, Organizer

<Insert Service Bargaining Team Signatures>

ADDENDUM TO AGREEMENT

Nine (9) Hour Shift Schedule

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a nine (9) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9 ½) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of nine (9) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event an employee is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be paid at time and one-half (1 ½).
4. **Discontinuance of Schedule.** Nine (9) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the nine (9) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM TO AGREEMENT

Ten (10) Hour Shift Schedule

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 ½) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of ten (10) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 ½).
4. **Discontinuance of Schedule.** Ten (10) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the ten (10) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM TO AGREEMENT

Twelve (12) Hour Shift Schedule

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half hours (12 ½) to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** Effective with the implementation of the KRONOS Time and Attendance system upgrade (targeted First Quarter 2009), if an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 ½) .
4. **Discontinuance of Schedule.** Twelve (12) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the twelve (12) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

ADDENDUM TO AGREEMENT

Sixteen (16) Hour Shift Schedule

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a sixteen (16) hour shift weekend only schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** The sixteen (16) hour shift schedule shall provide for a sixteen (16) hour workday consisting of seventeen (17) hours to include two (2) thirty (30) minute unpaid meal periods and four (4) fifteen (15) minute rest breaks.
2. **Work Period; Overtime Pay.** Employees will work two (2) sixteen (16) hour shifts per week (usually on Friday, Saturday or Sunday, however the actual days that are actually worked may vary by department). Employees will be paid eight (8) hours at regular pay and eight (8) hours at one and one-half (1 ½) overtime pay for each day worked. The contractual double time overtime premium provision is waived for sixteen (16) hour shift employees. Hours worked over sixteen (16) will continue to be paid at one and one-half (1 ½) overtime pay however, no sixteen (16) hour employee may be required to work over sixteen and one-half (16 ½) hours in any twenty-four (24) hour period. There will be no pyramiding of overtime, including for extra shifts worked. If an employee works more than one (1) hour beyond the end of a sixteen (16) hour shift, all overtime hours, including the seventeenth (17th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Shift Differential.** Shift differential will be paid for the actual shifts worked. For example:
0700 – 0000 is paid eight (8) hours day shift and eight (8) hours evening shift diff.
2300 – 1600 is paid eight (8) hours night shift diff. and eight (8) hours day shift.
0600 – 2300 is paid eight (8) hours day shift and eight (8) hours evening shift diff.
4. **FTE Status.** Employees working the sixteen (16) hour schedule will be classified as a .8 FTE.
5. **Rest Between Shifts.** Rest between shift language will not apply to this innovative schedule.
6. **Discontinuance of Schedule.** Sixteen (16) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the sixteen (16) hour work schedule at any time in the future, after at least thirty (30) days' advance notice to the employee.

If sixteen (16) hour shifts are discontinued, the affected employees' will be eligible to fill the available FTEs starting with the most senior sixteen (16) hour employee. Employees will not be guaranteed returning to a specific shift. Only employees working sixteen-hour schedules will participate in the position bid process. There will be no "bumping" of employees by sixteen (16) hour employees.

ADDENDUM TO AGREEMENT

Variable Defined Hours Shift Schedule

In accordance with Section 11.3 of the Agreement between the Swedish Medical Center and the Union, employees may, on an individual basis, agree to work a schedule consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Workday.** This work schedule shall provide for various work days consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest breaks, except for twelve (12) hour work days that shall provide for three (3) fifteen (15) minute paid rest breaks. (See section 11.6 of the Agreement).
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of the scheduled work day of eight (8) or more hours in duration, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 ½) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay, except for twelve (12) hour shifts. If an employee works more than one (1) hour beyond the end of a 12 (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Premium Not Applicable.** Section 11.10, Rest Between Shifts, shall not apply to this flexible schedule.
4. **Discontinuance of Schedule.** Variable shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the Variable shifts work schedule at any time in the future, after at least thirty (30) days advance notice to the employee.

LETTER OF AGREEMENT
Quality Improvement - Re-engineering

Swedish Medical Center and the Union acknowledge the need for continual quality improvement in order to provide superior patient care. The this end, the parties acknowledge the importance of continually reviewing work practices and procedures to ensure the utilization of the most efficient, practical procedures and delivery of the highest quality product to our customers.

The parties also acknowledge that continual quality improvement means that work performed by employees should be examined and adjusted to meet and maintain the best work practices. Swedish acknowledges that Union members play a crucial role in the success of its quality improvement efforts. In the event that work performed by groups of employees in the bargaining unit is redesigned, the following principles shall guide the efforts of the Union and the Employer.

1. The Union will be informed of the plans to redesign bargaining unit work and given the opportunity to appoint employee representatives to participate in the redesign with management and identify the impacts.
2. Should the redesign result in a reduction in force, management will utilize a variety of voluntary options to address any displacement. These options may include attrition, internal transfers, external placement, etc.
3. Primary emphasis of any change in work will be to retain qualified bargaining unit members. Where additional training is required, management agrees to provide reasonable resources if such training will result in the retention of bargaining unit members.

Prior to implementing any redesigned jobs, the Union and the Swedish Medical Center will meet to negotiate the pay rates for such jobs as well as any other required terms and conditions of employment affected by the quality improvement efforts.

The Labor Management Committee will be kept informed of these processes.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

LETTER OF UNDERSTANDING
Per-diem Employees

If the Union believes there is an employee classified as per-diem who has been working regular full or part-time hours for a period of over three (3) months, they can request to have the matter reviewed by Human Resources. If, following the review, it is confirmed that the employee is working regular full or part-time hours that are not concluded to be temporary, the position will be submitted for justification and approval. Any new position must go through the normal approval process and if approved, it will be filled by the employees who have been working those hours.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

LETTER OF UNDERSTANDING
Job Security Agreement Regarding CIS Implementation

1. Swedish Medical Center has initiated a long-term (2005-2009) process of implementing a Clinical Information System (CIS Implementation) which will improve the ability of health care providers to deliver high quality patient care, and will allow Swedish to maintain its position as a pre-eminent health care system in the Pacific Northwest. This project will also potentially result in a great number of changes to employees' jobs. In undertaking this project, Swedish intends to utilize the skills and talents of all employees, strengthen job opportunities, and promote staff retention on all campuses.
2. Swedish recognizes that its employees are instrumental to the success of the hospital, and recognizes that its employees possess extraordinary skill, dedication, experience and expertise. Swedish furthermore intends to draw on these skills throughout the process of implementing these changes, and recognizes that employees will help make the best decisions regarding these changes. To further the commitment to excellence in health care, to reassure employees with respect to their employment in light of the project, and to retain valued employees, Swedish agrees to take steps that will minimize involuntary layoffs or reductions in FTE.
3. In order to provide this job security and stability, and in keeping with normal Human Resources practice, Swedish agrees to continue to minimize involuntary layoffs or reductions in FTE resulting from the implementation of CIS. To that end, Swedish will identify as far in advance as possible any jobs that may change significantly or possibly be eliminated as a result. Employees in these positions will be identified and one-on-one consultations will be held by the Employee Advancement Center (EAC). Job opportunities will be identified for each employee as well as training and education dollars that may be used to pursue the education or training.
4. The parties recognize that technological changes may result in changes to existing job duties as well as the creation and/or elimination of some job classifications. In order to carry out its commitment to minimize layoffs or reductions in FTE, Swedish encourages employees to access the EAC and Swedish Medical Center funds as outlined in the Tuition Reimbursement Policy so they may be better qualified to fill newly created or existing positions.
5. Basic computer skill development (computer equipment use, e-mail, Internet use, and word processing skills) is encouraged for all employees and is currently available for employees. Swedish will provide technology education for EPIC end users, both for basic computer skills and for the EPIC application well in advance of go-live. Employees that are displaced as a result of CIS will be provided appropriate technology education.

SEIU HEALTHCARE 1199NW, Swedish management, Human Resources staff and CIS project management will meet on a regular basis to discuss topics of mutual interest relating to the CIS project. Topics will include communication issues, problem solving identified areas of concern, process improvement, etc.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

LETTER OF UNDERSTANDING:

TRANSCRIPTIONIST

The performance standards for Transcriptionist I, II, and III employed in the Swedish Medical Center Health Information Services Medical Transcription Department shall be administered equitably as outlined below.

1. Dictation will be distributed equitably and fairness standards adhered to.
2. Nonproductive time is allowed for specific non-transcribing activities and breaks, and must be reported by the transcriptionist each pay period.
3. Production calculations are performed each pay period and are reported to each transcriptionist.
 - Productive hours equal hours worked minus paid break time and nonproductive time (NPT).
 - Average minutes per hour are used to determine job classification. Average minutes per hour equals total minutes transcribed divided by total productive hours.
4. Productivity standards: The productivity standards are effective as of the dates specified:

Phase I: 07/01/2009

Transcriptionist I	Transcriptionist II	Transcriptionist III
10 minutes/productive hour	13 minutes/productive hour	17 minutes/productive hour

Phase II: 01/01/2010

Transcriptionist I	Transcriptionist II	Transcriptionist III
11 minutes/productive hour	14 minutes/productive hour	18 minutes/productive hour

Phase III: 10/01/2010

Transcriptionist I	Transcriptionist II	Transcriptionist III
12 minutes/productive hour	14 minutes/productive hour	18 minutes/productive hour

5. Quality standards: Employees must meet or exceed 99% accuracy on quarterly quality assessment. Quality assessments will be performed equitably.
6. Proficiency standards: Transcriptionist II and III require proficiency in all worktypes. Training will be provided to meet these proficiency standards. Duration of training is mutually agreed upon by employee and supervisor, with frequent assessments performed. Job classifications will not be lowered during any training period.
7. Specialized training/tutoring sessions designed to help transcriptionists achieve and maintain the new production standards will be offered on a quarterly basis. Attendance at these sessions will be voluntary, and the specialized training/tutoring will be provided by volunteer transcriptionists. Nonproductive time will be offered for attendance at training/tutoring sessions.

8. There is no distinction between editor and noneditor under this Letter of Understanding. Transcriptionists may choose which method of transcription to employ. Training on speech editing will be provided to noneditors who wish to learn this method of transcription.
9. New staff are hired at Transcriptionist I job classification.
10. All transcriptionists must meet the minimum department standards.
11. Transcriptionists who meet the standard for Transcriptionist II or III at their quarterly performance assessment will be moved to the appropriate classification at their current longevity step, effective no later than the second pay period of the quarter. The transcriptionist shall retain all hours previously credited toward their next longevity increase.
12. A Transcriptionist II or III whose performance falls below the standard for a given quarter will be counseled and given the opportunity to work with the supervisor on an improvement plan. At the end of the next quarter, if performance remains below the standard, movement to the appropriate job classification will occur effective the first pay period of the next quarter at their current longevity step. This provision does not apply to transcriptionists in training. The transcriptionist shall retain all hours previously credited toward their next longevity increase.
13. The initiation date of this Letter of Understanding is 01/01/2009.
14. The term of this Letter of Understanding is two (2) years. The next review and/or renegotiation will be 10/01/2010.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be duly executed.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL AND
HEALTH CARE EMPLOYEES UNION

Laurie Burns, Manager, Medical Transcription
Dept

Diane Sosne, RN, President

Date

Date

Nancy Gladish, Dir., Health Information Mgt

DI Morgan, Transcriptionist (Delegate, SEIU
1199NW)

Date

Date

Cary Natiello, Dir., Strategic HR Partners &
Labor Relations

Geoff Bate, Organizer, SEIU 1199NW

Date

Date

**Swedish Medical Center
SEIU HEALTHCARE 1199NW
Letters of Understanding**

During Negotiations that resulted in the 2008-2011 Agreement between the parties, certain additional understandings were reached. This letter will serve to memorialize those understandings.

1. **Floating.** Managers in consultation with Staff regularly assigned to the patient care unit will develop unit specific reference sheets that describe unique aspects of their unit (examples may be fluid/dietary restrictions and renal patients, orthopedic daily routines, immunocompromised patients care on 12-East, oncology, etc.). It is the responsibility of the charge nurse/resource nurse to assure the reference sheet is given to the floated staff person and that each float is given a tour of the unit.
2. The Employer will implement Article 11.8 Weekends Off through the following procedure:
 - a. Special departmental every other weekend off (EOWO) implementation Labor Management committees will meet no later than thirty (30) days from ratification of this agreement in departments not currently following the EOWO language.
 - b. Those Committees will develop a procedure and staffing plan to implement EOWO in their departments within sixty (60) days of their first meeting. The implementation will be by mutual agreement between the Union and Management.
 - c. If mutual agreement is not reached, the department schedule will remain status quo and where currently no premium is being paid to employee's whose schedule requires successive weekends worked, that practice will be allowed to continue.
3. **Pay Check Errors.** It is recognized that the employee is responsible for completing his or her time card accurately according to Swedish Medical Center policy. When an error is made by the Employer of four (4) hours or greater, the Employer will provide the employee with a corrected amount via direct deposit within two (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 week following the pay period in which the error occurred.

4. **Medical Telemetry Multi-Campus Cross Campus Assignments.**

Campus assignment and scheduling for Medical Telemetry Multi-Campus Unit will follow these procedures:

1. Employees will be assigned to a home campus. The procedure for making home campus assignments shall be according the contract language governing selection processes for positions.
2. Assignment off home campus shall not be a strategy for routine staffing and shall be

minimized. When there is a need to assign staff off the home campus the following will apply:

- a. Volunteers will be sought first. If there are no volunteers, assignments off the home campus shall be rotated starting with the least senior bargaining unit employee as per Floating provisions of Article (Service 8.3 Volunteers, and RN 7.5.2 Volunteers).
- b. All employees required to be assigned off their home campus in the unit shall be adequately cross trained on both campus such that they are familiar with procedures on each campus and are able to provide appropriate levels of care or quality services.
- c. To optimize patient safety and achieve Swedish Medical Center standards for face to face patient handoffs, mid-shift reassignment shall be minimized and not used for routine staffing. Mid shift reassignment should not occur when there is available staff (i.e. float pool) to assume assignments on the affected campus. Use of mid-shift reassignment for RN and Service employees shall be evaluated by the Medical Telemetry unit staffing committee on a quarterly basis.

5. **Parking.** There will be no increases in Parking rates for the remainder of 2008.

The Union and the Swedish Medical Center will create a special task force within forty five (45) days to:

- Work with transportation authorities to advocate for services that meet employee needs
- Review current parking, transportation policies, regulatory requirements, security issues and procedures and make recommendations for improvement including measures to assist employees whose shift hours prevent them from accessing public transportation.

6. **Mutual Commitment.** For the duration of this Agreement, Swedish Medical Center and the Union desire to work together to ensure the long term stability of Swedish. In order to maximize the ability of employees to work in a stable environment, Swedish Medical Center pledges that it will not seek to reach its financial goals through cyclical layoffs. While this assurance does not restrict the ability of Swedish Medical Center to make changes in programs or services that impact jobs, or layoff employees as a result of an acquisition or merger, it does commit Swedish Medical Center to find means other than cyclical layoffs in order to achieve its financial goals. The Union, Swedish Medical Center and each member of the Swedish Medical Center team, employees and management alike, are fully committed to use their best efforts to provide the highest quality patient care, maintaining a long term sense of security, and ensuring that Swedish Medical Center is the premier healthcare provider in the Northwest.

7. **Unit Secretary, Patient Services Coordinators, Monitor Techs, ER Techs and Equipment Tech Job Reviews**

A committee will be formed within 45 days of ratification of this agreement consisting of, Unit Secretaries, Patient Services Coordinators, Monitor Techs, and ER Techs, appointed by the union, human resources and nursing managers to update those job descriptions. The work of this committee will be completed within ninety (90) days from the forming of the committee, unless there is a mutually agreed upon extension. Once completed the revised job descriptions will be forwarded to HR Compensation for review, evaluation and market placement. All time spent by employees on this committee will be considered time worked and will be paid at the appropriate contract rate.

Following Compensation's review the results will be shared with the committee. No employee will have a reduction in pay as a result of this review. If salary increases are recommended and approved by management, the effective date of the increases will be the first full pay period following review and mutual agreement by the Union and Swedish. Equipment Tech will also be reviewed using a similar methodology as described above.

8. **Dependability Policy.** The Swedish Medical Center agrees that the following absences will not count as occurrences under the Employer's dependability policy:

- Family Care Leave
- FMLA Leave
- Time loss for workers' compensation
- Any reasonable accommodation for a qualifying disability
- Pre-approved scheduled absences

9. **Low Census.** The Labor Management Committee will monitor low census fund utilization on a periodic basis. If the fund utilization exceeds 1250 hours in a calendar year, the Labor Management 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.
10. **Work Assignments.** In the event seniority is not used as the basis for making a work assignment under Article 7.7, the employee will provide a written explanation for the assignment upon request. Article 7.7 is not intended to apply to employees on existing waiting lists (e.g., lists for employees interested in telecommuting in transcription services).
11. **Subcontracting.** Swedish Medical Center will give the Union forty-five (45) days advance written notice of its intent to subcontract, sell, or transfer any part of its existing operations covered by the Agreement that may result in the displacement of bargaining unit employees. Swedish will meet with the Union to discuss alternatives.
12. **Union Organizing.** Absent unexpected circumstances, Swedish Medical Center's philosophy is that on occasions where non-represented employees seek representation by SEIU Healthcare 1199NW, each employee in the group being organized is given the opportunity to make an informed decision through a voting process as agreed upon by both Swedish Medical Center and the Union. Swedish Medical Center and the Union will determine the appropriate bargaining unit. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.

13. **Joint Labor Management Action on Health Care Issues.** The parties recognize that decisions made by elected officials and policy makers in Olympia and Washington, D.C. can have a significant impact on the financing of health care and how care may be delivered at Swedish Medical Center. The parties further agree that one effective way to advocate for a better health system is to work in partnership on issues of common concern and interest. Swedish Medical Center Senior Leadership and SEIU Healthcare 1199NW Leadership agree to meet on a semi-annual basis to discuss health care policy issues and to determine if there is interest in developing joint action plans on any issues of common concern. If so, these issues will be referred to the Labor Management Committee for specific planning and implementation.
14. **Paid Release Time for Negotiations.** For contract renegotiation occurring in the year 2011, Swedish Medical Center will provide one thousand and twenty (1020) hours of paid release time for the Union's negotiating committee for Service & Maintenance employees. These monies are intended to supplement the bargaining unit's vacation donations to negotiating team members.
15. **Vacation Donations for Negotiations.** Service Employees will be able to donate vacation hours to a vacation donation pool for use by the Union's negotiating team during negotiations as follows:
1. All members of the Union's bargaining unit may donate earned vacation/annual leave hours to a common pool, from which members of the Union's negotiating team will be able to draw at their regular rate of pay to make up for wages lost through participation in bargaining sessions.
 2. The Union will collect the donated vacation hours into a pool, and allocate hours for disbursement on the normal paychecks received by negotiating team members. Hours paid from the vacation pool will be paid as vacation time (shown on recipient's pay stub as "UN NG VAC" for Union Negotiations Vacation) and will accrue benefits for the recipients. This process will be separate from the timecard-payroll online system, and will rely on electronic Excel spreadsheets; no cost center will be needed for the purpose. After each payout from the pool, HR will provide the Union with an accounting of the hours remaining in the pool.
 3. Donated hours authorized by the employee and collected by the Union will be deducted from donors' vacation banks at the beginning of the bargaining process, and shown on donor's pay stub as "VLA - Vacation Leave Adjustment". These hours will NOT accrue toward benefits. Any vacation hours pledged which were not paid out to cover lost wages will be returned to the donors' vacation bank as designated by the Union.
 4. The Union will be responsible for providing management the following:
 - a.) A signed authorization from all donors, modeled on the Swedish Medical Center Vacation/Annual Leave Donation form language, with the additional clarification that the donor is entering an

agreement with the Union and also authorizing Swedish Medical Center to debit the donated hours from the employee's vacation bank. The authorizing language on the Union's petition reads as follows:

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

* Hours not needed by negotiators will not be charged.

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

- b.) An Excel spreadsheet of all donors, the page and line number of their signatures, employee identification numbers, and the number of hours authorized for donation (minimum of four (4) hours) will be provided to the Employer. Additional columns will be included to show the number of hours approved for debiting for each bi-weekly payout. Data needs to be submitted to the Human Resources Department by the second Tuesday of the pay period for it to be paid on the next regularly scheduled payday.
- c.) For each payout, Swedish Medical Center will need an Excel spreadsheet of all negotiating team members who are to receive payments from the pool, employee identification numbers, the number of hours to be paid and the date of the session. The Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods for submission of distributions. There will be no individual exceptions for requests for payouts that do not meet this deadline. The biweekly payouts will continue as long as needed to cover all bargaining dates, or until the pool is depleted.

5. Additionally, we have agreed on the following points:

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

16. **Safety Committee and Safe Patient Handling Subcommittee**

Safety Committee. The objective of this committee is to develop, implement and evaluate the overall environment of care safety program and the incident/accident/injury prevention program; to identify hazardous conditions, unsafe practices or trends, and recommend plans for improvement; and to maintain and report safety hazards to the appropriate regulatory agency. The Union shall appoint six (6) employees representing each campus and Home Care Services and the Employer will have managers representing all campuses. The Committee will meet at least monthly. The Union and the Employer agree to share any information they may have concerning injury prevention programs at other hospitals in order to facilitate the Committee's action plan.

The Employer and the Union are committed to working together in the Safety Committee and Safe Patient Handling Subcommittee to evaluate the environment of care performance data, number of injuries, lost work days, and employer worker compensation and medical costs, caused from manual lifting and transferring patients and other non-clinical events, and to work together to reduce such injuries and safety hazards.

Safe Patient Handling

In addition, Swedish will maintain a Safe Patient Handling subcommittee with membership representation in compliance with Washington State Engrossed House Bill (EHB) 1672 (Chapter 165, Laws of 2006). The purpose of the committee is to design and recommend the process for implementing a safe patient handling program. At least half of the members of the safe patient handling committee shall be frontline nonmanagerial employees who provide direct care to patients. Bargaining Unit participants will be appointed by the Union.

Acknowledging that back, neck and shoulder injuries are some of the most prevalent occupational hazards for employees, management agrees to continue its comprehensive ergonomic and injury reduction program.

17. **Voluntary Political Action Fund Deductions.** In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in patient care areas nor will there otherwise be any disruption to patient care.

The parties recognize that the Union is obligated under the Federal Election Campaign Act ("FECA") to reimburse Swedish for its reasonable cost of administering the Healthcare Leadership Fund check off in the parties' collective bargaining agreement. Swedish and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover Swedish's costs of administering this check off. Accordingly, the parties agree that Swedish will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund check off provision in the parties' collective bargaining agreement to reimburse Swedish for its reasonable costs of administering the check off.

18. **Pharmacy Benefit Manager.** In the event that the employer changes PBM's, the Union and Management will work collaboratively concerning the selection of the PBM.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

MEMORANDUM OF AGREEMENT #1

**Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW**

**APPLIES TO REGISTERED NURSES, SERVICE AND MAINTENANCE AND
TECHNICAL UNITS**

1. Maintenance of Benefits. The Swedish Medical Center agrees that during the term of this Agreement it will not reduce the current level of medical plan benefit coverage provided in the Standard Plan, nor raise the cost to employees by increasing co-payments, deductibles, co-insurance, or out-of-pocket maximums. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

For pharmacy co-pay: the cost of a ninety (90) day supply of all three tier drugs filled at Swedish pharmacies will be maintained at a “three (3) months” for two (2) months discounted co pay level.

Out of pocket maximums for in-network services are \$2,000 for an individual and \$4,000 for a family.

2. Contract Term. Beginning with the 2008 contracts, Swedish will agree to negotiate all three collective bargaining agreements (RN, Service & Maintenance, Technical units) simultaneously. Following negotiations, the parties agree to discuss the 2008 bargaining process to assist in planning for 2011 negotiations. This will include recommendations for a more streamlined and efficient process.

3. Mental Health Parity. Effective January 1, 2007, Swedish's self insured benefit plans shall include mental health benefits that are at least equal to the terms and conditions of member health benefits as mandated by the Mental Health Parity Law of 2005, substitute House Bill 1154.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

MEMORANDUM OF AGREEMENT #2

**Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW**

ADDITIONAL FACILITIES

NEW LETTER OF UNDERSTANDING

Swedish Medical Center unless superseded by law agrees that:

- (a) if Swedish Medical Center builds or opens a new facility and Swedish Medical Center is the legal employer of the employees, the employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement;
- (b) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by SEIU Healthcare 1199NW, then all such employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement if the acquired operation is in King, Snohomish, or Pierce, County. The parties will promptly meet to bargain the terms and conditions of employment of employees at that facility who are represented by SEIU Healthcare 1199NW who do not perform the same or similar work to that which is covered by this Agreement. In the event the acquired operation is located elsewhere, Swedish Medical Center agrees to immediately recognize SEIU Healthcare 1199NW as the representative for the employees already represented by the Union, and will promptly meet to bargain the terms of employment for covered employees;
- (c) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented, the Employer will cooperate fully with the Union to determine promptly and efficiently whether accretion is appropriate under established principles of labor law, and if so, to effectuate it. Following an accretion the parties will promptly meet to bargain any outstanding issues;
- (d) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented and an accretion is not appropriate, the parties agree to be bound by the Neutrality Agreement below. In the event the Union files a representation petition with the NLRB, Swedish Medical Center will agree to have the case processed through the NLRB Consent Election procedures;
- (e) The preceding provisions apply to Swedish Medical Center employees of any facility which becomes part of the Swedish Medical Center healthcare operations during the term of this Agreement, including but not limited to a hospital, urgent care facility, clinic, or ambulatory surgical center. These provisions do not apply to the operation of

a facility for which Swedish Medical Center is a not the employer, or where Swedish Medical Center is a joint employer with some other entity, and does not exercise authority over terms and conditions of employment;

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

Neutrality Agreement

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

1. Swedish Medical Center (including its administrators, supervisors, agents and other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that degrades unionization, promotes “no union” as a choice in the election or that directly or indirectly states or implies any opposition by the Employer to the selection by employees of the Union, or preference or opposition to any particular union as a bargaining representative. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation;
2. In the event the Union files a petition with the National Labor Relations Board:
 - a.) Swedish Medical Center will immediately provide the Union with a current roster of employees including name, job title, department, work location, home address and most recent date of hire; and b.) Swedish Medical Center will provide the Union with access to non-work areas of its facilities for the purpose of communicating with employees on non-work time;
3. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Should the parties be unable to agree upon an impartial arbitrator, then the impartial arbitrator shall be chosen from a list of seven (7) arbitrators submitted by the American Arbitration Association, pursuant to its rules for expedited arbitration, upon the written request of either party. The parties shall request that the list of arbitrators contain only names of individuals familiar with labor law and with experience in the field of arbitration. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the parties. Each party shall pay its own counsel. The arbitrator’s authority shall be limited to resolving the dispute, and issuing a cease and desist order, or other forms of injunctive relief, but does not include delaying, postponing or otherwise affecting the normal NLRB election process;

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

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

MEMORANDUM OF AGREEMENT #3
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
HEALTHCARE RETIREMENT FUND

SEIU Healthcare 1199NW and Swedish Medical Center have a joint commitment to address the retirement security needs of bargaining unit employees in light of a volatile and uncertain pension environment. Swedish Medical Center and SEIU Healthcare 1199NW agree to partner with the SEIU International Union and other interested employers to continue to jointly study a healthcare Taft-Hartley retirement plan.

Swedish Medical Center and SEIU Healthcare 1199NW along with other employers will reconvene a series of meetings during the term of this Agreement to further investigate a Healthcare Retirement Fund with a plan design that manages risks and costs for both employers and employees and creates a plan for more effective and predictable planning toward retirement security.

Assuming a new plan is developed, the employer and the union will engage in good faith bargaining on this issue, in the next round of contract bargaining.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

Rod Hochman, M.D., Chief Executive
Officer

Diane Sosne, RN, President

Date

Date

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