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

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory and administrative/management positions and all other employees.

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - UNION MEMBERSHIP

3.1 Membership. All employees covered by this Agreement who are members of the Union on June 27, 2000, or who become members of the Union after that date, and all employees covered by the 1998-2002 Agreement between the Union and Cherry Hill Seattle Medical Center who become Swedish Medical Center employees on the effective date of the Alliance and who were members of the Union on June 9, 1998 or who became members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. “In good standing”, for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.1.2 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee’s employment pursuant to this Article.
3.1.3 Notification. The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted will be promptly transmitted to the Union by check payable to its order. The Employer will also provide a roster in Excel format including the employee name, employee ID number, the deduction amount and earnings for the period. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

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

ARTICLE 4 - UNION REPRESENTATION

4.1 Access to Premises - Union Staff. Authorized staff employees of the Union may have access at reasonable times to those areas of the Employer’s premises which are open to the general public for the purpose of investigating grievances and contract compliance. The Union staff shall not have access to nurses’ lounges, nursing units or any other patient care areas unless prior approval has been obtained from the Employer. The Union agrees that the Union’s access to the Employer’s premises shall be subject to the same general rules which are applicable to other non-employees and such access shall not interfere with or disturb nurses in the performance of their work during working hours, and shall not interfere with patient care or the normal operation of the Swedish Medical Center.

4.2 Unit Representatives Medical Center Employees. A list of Union officers, delegates, and alternate delegates from the bargaining unit, elected in accordance with 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 6.3 (Discipline/Discharge), as provided in this Agreement. Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working time, and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their education leave/professional leave time to attend union-sponsored training in leadership, representation and dispute resolution.

4.3 Bulletin Boards. The Employer will provide space on bulletin boards on all nursing units and near the cafeterias for the use of the local unit. The locations will be determined by the Employer. The Union will provide a copy of posted materials to the Human Resources Department at the time of posting. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

4.4 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union via a 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.

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

4.6 Meeting Rooms. In accordance with Swedish Medical Center policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, providing sufficient advance request for meeting facilities is made through the Human Resources Department in accordance with Swedish Medical Center policy and procedure and space is available.

4.7 New Employee Orientation. Delegates/officers (or designees), not to exceed two (2) in number, may meet with new registered nurses during nursing orientation (on the delegate/officer’s unpaid time), at a mutually agreeable time, to introduce employees to the Union and Union contract. 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.
ARTICLE 5 - DEFINITIONS

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

5.2 **Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a staff nurse for starting pay purposes.

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

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

5.4.1 **Orientation.** All staff participate in orientation of others, including students, to their area or a process within their work. When given this assignment, staff will familiarize the
orientee with new surroundings or circumstances and provide general assistance, support, and guidance for the orienting employees. Orientation may also include instruction and demonstration for current employees on new procedures, protocols, processes, etc. Orientation may include completion of checklists.

5.4.2 Training. Some staff provide specialized training to staff and students, a more intensive instruction with defined practice to build proficiency in the trainee. Training assignments involve specific work processes that are complex or equipment that is new to the department or radically changed. Training may include completion of checklists.

5.4.3 Preceptor. When a more comprehensive proficiency attainment is needed – one that involves planning, organizing and evaluating and is provided by an employee, - that employee is assigned by the manager as a preceptor. A preceptor is an experienced employee proficient in their work and communication skills who is specifically assigned by the Employer to participate in the planning, organizing and evaluating of new employees and student. Precepting may include training but at a level that includes assessment of skills, goal directed education and training for a specific period. Written goals, progress, and evaluation is an expectation for preceptors to complete for both staff and students.

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

5.6 Part-time Nurse. A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, or less than eighty (80) hours within a fourteen day period and who has successfully completed the required probationary period.

5.7 Per Diem Nurse. A nurse classified as such on the Employer’s personnel records who is hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency or employee absenteeism. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 11 of this Agreement plus a fifteen percent (15%) wage differential as set forth in Section 11.4. Per diem nurses shall receive longevity steps and shall be eligible for standby, callback, shift differentials, weekend premium pay, certification pay and continuing education and professional development expenses. Seniority shall accrue based upon all hours worked but shall not be applicable during employment as a per diem nurse. After return to or upon acquiring full-time or part-time status, any prior benefit accruals shall be reinstated for benefit eligibility purposes. Per diem nurses may be pre-scheduled for a shift, but only after regularly scheduled nurses assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem nurses will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions. In the event of low census, per diem nurses will be cancelled in accordance with Section 9.1.

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

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

ARTICLE 6 - EMPLOYMENT PRACTICES

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

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

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

6.1.3 Affirmative Action: Where Swedish’s efforts to comply with any federal, state, and/or local requirement related to Affirmative Action in Employment or Equal Opportunity conflict with this Agreement, the federal, state, and/or local requirement will supersede this Agreement.

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

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

6.3 Discipline and Discharge. No full-time or part-time nurse shall be disciplined or discharged except for just cause. “Just cause” shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action, and may request the assistance of an interpreter. Management will make a good faith effort to notify employees of the right to a representative and an interpreter. Employees may request that documentation of oral warnings be removed after two (2) years, provided there are no similar instances of discipline in the intervening period. Employees may request that documentation of written reprimands be removed after three (3) years, provided there are no similar instances of discipline in the intervening period.

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

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

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

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

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

6.9 Job Openings. Positions will be posted for seven (7) days before filling and will be posted on the unit/department. They may also be posted at the house-wide level simultaneously with a unit/department posting. Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. When a position can be filled from within the unit/department, a house-wide posting may be waived by the Employer. FTE, shift, and shift length will be included in all job postings. Units and departments are defined by management, and will be campus-based, except as noted herein. A list of units and departments will be submitted to the ABC Committee on at least an annual basis.

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

6.10 Employee Transfers. Nurses shall be required to give at least twenty-one (21) calendar day’s written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-one (21) day notice period. Nurse transfers will occur at the end of the twenty-one (21) day period, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days the nurse will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.
A nurse who accepts a transfer may not apply for another opening for a period of six (6) months from the effective date of the transfer unless approved by the nurse’s manager.

6.10.1 **Performance Review Period.** Nurses transferring to a new position will be subject to a sixty (60) day review period. If the nurse does not successfully complete the review period in the opinion of the Employer, the nurse will be assigned a preceptor for an additional thirty (30) days. If after this thirty (30) day period the nurse does not meet performance expectations based on established criteria, the nurse will be returned to the nurse’s prior position, if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be released from duty and will be placed on the Recall Roster (8.9) and provided with recall rights.

6.11 **Subcontracting.** There shall be no subcontracting of any bargaining unit work for the life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees. This section does not apply to the customary and historical use of agency and travelers for RN and technical work.

In the event there is a significant opportunity identified for expense reduction through subcontracting, the Union will meet and negotiate ways to mitigate the expense variance, with subcontracting included as a possible alternative. Except as otherwise provided in the paragraph above, subcontracting would only be by mutual agreement.

**ARTICLE 7 - FLOATING**

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

1. A change in work unit from a nurse’s regular department for a shift or partial shift (see 7.2 for premium eligibility).

2. In the case of float pool employees, it is defined as the compensated flexibility of a nurse who is assigned daily to various units based on the staffing needs of the campus.

The float pools on each campus (7.3) will serve as primary resources for meeting floating needs within a campus. The Multi-Campus Float Pool will serve as primary resources for meeting floating needs between campuses. The Employer retains the right, however, to change the nurse’s daily work assignment on a shift by shift basis to meet patient care needs. Provided safe and cost effective staffing alternatives are available, every effort will be made to limit floating assignments to designated work groupings or to areas where the nurse has been cross-trained. Nurses who float will
be adequately oriented and have the appropriate basic skills for the units to which they float. Volunteers will be sought first when floating is necessary. Per-diem and Traveling nurses will be floated in rotation along with all other unit based staff. Each unit will decide if permanent charge nurses will float in rotation. This will be decided by secret ballot majority vote. If a nurse on standby is called in and that unit needs to float a nurse, that unit will float a nurse by mutual agreement except in extreme emergencies where a patient would go without care. These extreme emergency situations will be on a staffing exception form to be made available by the Employer, and forwarded to the Unit Based Staffing Co-chairs. The Co-chairs will evaluate whether the matter needs further review, and if so, will bring the matter to the Unit Based Staffing Committee for evaluation and review. For ongoing and unresolved issues, the matter may be forwarded to the ABC Committee.

Each affected nurse will receive orientation or training where appropriate to the unit and will be assigned a resource person from the unit’s permanent staff for clinical guidance as needed. Orientation/training will be appropriate to the assignment and will be dependent upon the nurse’s previous experience and familiarity with the nursing unit and patients to which such nurse is assigned. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients. If a nurse is floated off the nurse’s own unit when there is either (1) another nurse floated in from another unit or (2) an agency nurse or a management nurse working on that unit, these occurrences will be tracked according to the process described above.

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

Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation/training tools (including but not limited to examples of charting, a map of the unit, unit specific protocols, special procedures and the assignment of a resource person) to be used by staff nurses floated to the unit. It is the responsibility of the charge nurse/resource nurse to assure the tool is given to the nurse floated. The Employer will make a good faith effort not to assign float nurses as charge without mutual consent.

7.2 Floating Workgroups. Nurses will be eligible for a $3.50 per hour float premium for work performed outside their Floating Workgroup. Nurses who work within an identified “Floating Workgroup” will only be eligible for a float premium for work performed outside the working group. The float premium will only be paid for time actually worked. Nurses who volunteer to work in two (2) or more work groups (either by regular schedule, mutually agreed prescheduled change to the posted schedule, voluntary sign up for shifts, or who hold a shared FTE) will not be eligible for the...
float premium. Newly hired nurses may be prescheduled for orientation at a different campus or in a
different work group, but will not be eligible for the Floating Work Group Premium (in these cases).
They will not have a full patient assignment in most cases. Nurses may be prescheduled to a
different campus for ongoing skill development or to maintain their competencies, but will not be
eligible for the Floating Work Group Premium (in these cases). In the case a nurse is floated to
maintain his or her competencies and it was not prescheduled, he or she will be eligible to receive the
Floating Work Group premium. The Floating Work Group premium will not be triggered when
patients overflow from one work group into another. In the event a nursing unit is merged with a
unit in a different work group, the float premium will no longer apply. In the event a unit is
temporarily closed for more than seven (7) consecutive days but not merged with another unit, nurses
will be eligible for the five dollar ($5.00) Float Pool Premium for all hours worked starting on the
eighth (8th) day. This will continue until the unit is reopened. When a float pool nurse comes to a
unit and the unit based nurse floats to any other unit, the unit based nurse will receive three dollars
and fifty cents ($3.50) per hour.

7.2.1 Multi-Campus Floating. If a nurse scheduled (on a posted or published work
schedule) to work at one campus volunteers to perform work at a different campus, a
premium of three dollars and fifty cents ($3.50) per hour shall be paid for all hours worked at
the other campus. If the employee returns to the original scheduled work site during the
shift, this pay premium shall continue to be paid. Newly hired nurses may be prescheduled
for orientation at a different campus but will not be eligible for the Multi-Campus Floating
Premium (in these cases). They will not have a full patient assignment in most cases. Nurses
prescheduled to a different campus for ongoing skill development or to maintain their
competencies will not be eligible for the Multi-Campus Floating Premium (in these cases). In
the case a nurse is floated to maintain his or her competencies and it was not prescheduled,
he or she will be eligible to receive the Multi-Campus Floating premium. Delays resulting
from transportation between campuses shall not be counted as a dependability occurrence.
Parking will be provided to employees floating during a shift to another campus at no
additional charge. If an employee incurs an additional parking fee, the Employer will
reimburse the employee within two (2) weeks. Upon request by the employee, the Employer
will be responsible to provide transportation between campuses or home if the employee is
not able to get back to their home campus before the end of shift.

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

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

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

<table>
<thead>
<tr>
<th>1. Childbirth Center</th>
<th>Ballard</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Women and Infants Center (Antepartum, Labor/Delivery/Post-Partum)</td>
<td>First Hill</td>
</tr>
<tr>
<td>Women &amp; Infant’s Outpatient Service</td>
<td>First Hill</td>
</tr>
<tr>
<td>3. NICU (does not float to POP)</td>
<td>First Hill</td>
</tr>
<tr>
<td>Pediatrics</td>
<td>First Hill</td>
</tr>
<tr>
<td>Pediatrics Outpatient Procedures (POP)</td>
<td>First Hill</td>
</tr>
<tr>
<td>Infant Special Care Unit (does not float to POP)</td>
<td>First Hill</td>
</tr>
<tr>
<td>PICU</td>
<td>First Hill</td>
</tr>
<tr>
<td>4. GYN Surgery</td>
<td>First Hill</td>
</tr>
<tr>
<td>Surgery</td>
<td>First Hill</td>
</tr>
<tr>
<td>Nephrology</td>
<td>First Hill</td>
</tr>
<tr>
<td>Short Stay</td>
<td>First Hill</td>
</tr>
<tr>
<td>5. Dialysis</td>
<td>All Sites</td>
</tr>
<tr>
<td>6. Ortho/Spine/Neuro</td>
<td>First Hill</td>
</tr>
<tr>
<td>7. Oncology/HIV</td>
<td>First Hill</td>
</tr>
<tr>
<td>Medical</td>
<td>First Hill</td>
</tr>
<tr>
<td>Medical Respiratory</td>
<td>First Hill</td>
</tr>
<tr>
<td>8. TELE GROUP</td>
<td>First Hill</td>
</tr>
<tr>
<td>Tele</td>
<td>First Hill</td>
</tr>
<tr>
<td>Tele 3E</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Tele 4E</td>
<td>Cherry Hill (Limited to CH campus only)</td>
</tr>
<tr>
<td>Interventional Unit</td>
<td>Cherry Hill (Limited to CH campus only)</td>
</tr>
<tr>
<td>9. Ambulatory Infusion Center</td>
<td>Cherry Hill</td>
</tr>
</tbody>
</table>

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

11. Med-Surg Ballard

12. This group floats to Tele without a float premium
    Critical Care First Hill
    Tele ICU First Hill
    IMCU (excludes floating to ICU)

13. This group floats to Tele without a float premium
    Critical Care Cherry Hill
    Tele ICU Cherry Hill

14. Addiction Recovery Ballard

15. Psych, ECT Cherry Hill

16. Cancer Inst. All Sites including Satellites
    Breast Care Center (including WDIC) All Sites including Satellites
    Ambulatory Treatment Center (floats only to FH MTC) First Hill
    Medical Treatment Center First Hill

17. Pain Clinic First Hill

18. Same Day PACU First Hill
    Inpatient PACU First Hill
    Ortho Institute PACU First Hill

19. Surgery and Procedure Admit Unit Cherry Hill
    Pre-Admit Cherry Hill
    Pre-Op/Transfer Cherry Hill
    PACU Cherry Hill

20. Emergency Department Ballard

21. Emergency Department First Hill

22. Emergency Department Cherry Hill

23. Emergency Department Issaquah

24. ACC Redmond
25. ACC | Mill Creek

26. This group floats to Transfer Areas on First Hill without a float premium.
   - Same Day Surgery (OR) | First Hill
   - Inpatient OR | First Hill
   - Ortho Institute OR | First Hill

27. Operating Room | Ballard
   - Day Surgery, PACU, Endoscopy/Prescreening | Ballard

28. Pre Op Transfer | Cherry Hill
   - Heart and Vascular Surgery | Cherry Hill
   - Neuro/Spine Surgery | Cherry Hill

29. Endoscopy | FH/CH/BA

30. ASC / Ambulatory Care Center | First Hill
   - Pre-Admit | First Hill
   - Pre-OP/Transfer | First Hill
   - PACU (Phase II) | First Hill
   - Ortho Institute | First Hill

31. This group floats to EP Lab without a float premium.
   - Cath Lab (also see LOU) | All Sites

32. EP Lab (also see LOU) | All Sites

33. Cardiac Rehab | All Sites

34. Interventional Radiology | Cherry Hill

35. Interventional Radiology | First Hill

36. Vascular Access | Ballard
   - Vascular Access | Cherry Hill
   - Vascular Access | First Hill

37. Pre-Admit/Pre-Op/PACU | Issaquah
   - Gastro/Endo/Bronch | Issaquah
   - OR | Issaquah
   - Cath Lab/IR | Issaquah

Work Group 37 will float subject to skills and ability for the first year. Parties will meet in 1 year post-opening to negotiate appropriate work groups.
38. All bedded units/Vascular Access Issaquah
Work Group 38 will float subject to skills and ability for the first year. Parties will meet in 1 year post-opening to negotiate appropriate work groups.

39. Cardiac Diagnostics Issaquah

7.3 **Float Pools.**² Float pools shall be continued and/or established as follows:

A. First Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses who have current adult critical care nursing. This Critical Care Float Pool services the ICU, ED, PACU, telemetry, cath lab, stat team, and other areas as needed. Nurses will be trained to all of these areas. Nurses within the Critical Care Float Pool assigned to the stat team carry a pager and work multiple units.

2. Medical Surgical Float Pool. The Medical Surgical Float Pool will be staffed with nurses with current acute care medical surgical experience. Medical Surgical Float Pool nurses will be chemotherapy certified and EKG trained, where the need exists. Nurses within the Medical Surgical Float Pool may be assigned to the stat team to carry a pager and work multiple units.

3. OB Float Pool. The OB Float Pool will be staffed with nurses with current antepartum, postpartum and labor and delivery experience.

4. Peds Float Pool. The Peds float pool will be staffed with nurses with current PICU, NICU, ISCU and Peds experience.

B. Ballard Campus.

1. The Ballard Float Pool will be staffed with nurses who have current adult critical care nursing or acute care medical surgical experience and are able to float to Med/Surg, Telemetry and other specialty services. Float Pool nurses will be EKG trained.

C. Cherry Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses that have current adult critical care nursing. This Critical Care Float Pool may

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² Nurses assigned to the following float pools will not be required to float to another campus. If a nurse volunteers to work at another campus, the Float Pool nurse will receive the five dollar ($5.00) float pool premium (see Article 12.7 Float Pool Premium) plus the $3.50 multi-campus float premium.
service ICUs, ED, PACU, telemetry, cath lab, Stat team, and other areas as needed. Nurses will be trained to all of these areas. Nurses within the Critical Care Float Pool assigned to the Stat team carry a pager and work multiple units.

2. Acute Care Float Pool. The Acute Care Float Pool will be staffed with nurses with current acute care medical surgical experience. Medical Surgical Float Pool nurses will be chemotherapy certified, ACLS certified, and EKG trained, where the need exists. Nurses within the Acute Care Float Pool assigned to the Stat team carry a pager and work multiple units.

D. Issaquah Campus Float Pool.

The Issaquah campus float pool will be staffed with nurses that have appropriate skills and experience for the patients for which they will provide care. This float pool may service all nursing areas as needed. Nurses will be trained to all assigned areas. The Issaquah campus based staffing committee will evaluate the implementation of the float pool program, including training and orientation of float pool staff, at 6 months and one year post opening.

Each float pool nurse will receive orientation to the physical unit and the nursing care requirements of the patients on that unit and campus. During her/his orientation, the nurse shall be assigned to an RN from the unit’s permanent staff for clinical guidance as needed and be provided access into all essential areas for staff. Critical Care campus based and critical care multi-campus floats will be assigned to maintain competencies. Orientation will be appropriate to the assignment and will be dependent upon the nurse’s previous experience and familiarity with the nursing unit and patient population. If issues arise resulting from floating between campuses, such matters may be brought to the ABC Committee.

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

A. Critical Care. The Critical Care Multi-Campus Float Pool will be staffed with nurses who have current adult critical care nursing. The Critical Care Multi-Campus Float Pool services Intensive Care, Intermediate Care, the Interventional Care Unit and Telemetry.

B. Medical Surgical. The Medical Surgical Multi-Campus Float Pool will be staffed with nurses who have current acute care medical surgical experience. The Medical Surgical Multi-Campus Float pool services the Medical-surgical and Telemetry Units.
C. Emergency Department. The Emergency Department Multi-Campus Float Pool will be staffed with nurses that have current ED experience. The Emergency Department Multi-Campus Float Pool services the Emergency Departments at all First Hill, Cherry Hill, Ballard, Issaquah, Redmond and Mill Creek.

D. Perioperative Multi-Campus Float Pool. The Perioperative Multi-Campus Float Pool will be staffed with nurses who have current operating room experience. Minimum experience is 5 years as a circulating nurse or 3 years as a circulating nurse and 2 years scrubbing in various specialties. The Perioperative Multi-Campus Float Pool services the Operating Rooms excluding Cardiac surgery.

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

Unit Based Multi-Campus Floats (UB-MCF). Unit Based Multi-Campus Floats are non-float pool employees who have agreed to float to any Swedish campus as determined necessary by management, and who have relevant skills and experience to the areas they are floating among. Opportunities will be posted and employees will receive a dollar fifty ($1.50) per hour UB-MCF premium (included as part of their regular rate of pay). The premium will be paid in addition to the float premiums described in 7.2 and 7.2.1 above. Unit managers will determine the number of UB-MCF opportunities for their unit, if any.

7.6 Multi-Campus Units. THESE ARTICLES (7.6 and 7.6.1) SHALL ONLY APPLY TO THE MEDICAL TELEMETRY UNITS, GI LAB, EP LAB, CATH LAB, CARDIAC REHAB, CANCER INSTITUTE AND DIALYSIS.

All employees within a multi-campus unit shall have a designated home campus. If a nurse is reassigned (from a posted scheduled) to perform work on a different campus within his or her designated region, a premium of three dollars and fifty cents ($3.50) per hour shall be paid for all hours worked at the other campus. Nurses working on a different campus outside of his or her designated region shall be paid a premium of five dollars ($5.00) per hour for all hours worked at the other campus. If the nurse returns to the original scheduled work site during the shift, this pay premium shall continue to be paid. These premiums shall not be paid to nurses that voluntarily initiate a change in campus (e.g., “trades”) or who are prescheduled to work at a different campus or location in accordance with 7.2. These premiums shall not apply to call shifts worked (11.3). Call shifts outside of an employee’s region will be voluntary.

7.6.1 Four Regions. Regions are defined as: 1) East Side (Issaquah, Lake Sammamish, Redmond, Bellevue, Eastside Radiation & Infusion and Eastside Cancer Clinics); 2) North (Mill Creek, Northern Radiation & Infusion, Redmond, and Northern Cancer Clinics, North Sleep Centers); 3) South (Highline Radiation & Infusion and Cancer Clinics); and 4) West Side (First Hill, Cherry Hill, Ballard, Westside Radiation & Infusion and Westside Cancer Clinics).
7.6.2 Floating Rotation. Swedish agrees that reassignments from a posted schedule will be minimized as reasonably possible and will be covered generally by the UB-MCF the unit when available. When it is necessary to float a nurse to another unit or department or to assign an employee to another campus, the Employer agrees to 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. When non-multi-campus designated float employees are regularly being relied on to cover staffing needs outside of their region, the unit based staffing committee will meet to consider adding UB-MCF opportunities. Upon request by the employee, when the employee does not have their own transportation, the Employer will be responsible to provide transportation between campuses or home if the employee is not able to get back to their home campus before the end of shift.

7.7 New Multi-Campus Units. In the event the Employer decides to expand the use of cross campus assignments to a department where the practice does not currently exist, the Union will be notified at the earliest opportunity. The Employer will meet with the Union and representatives of staff to address staff concerns and convene a Change Process Team. All applicable contractual practices will be followed. In the event a new multi-campus unit is created, all affected employees shall be assigned a home campus pursuant to the contractual procedures identified by the Change Process Team, potentially including but not limited to 6.9 Job Openings, and/or 8.4, Restructure.

ARTICLE 8 – SENIORITY/RESTRUCTURE/LAYOFF

8.1 Swedish Medical Center and the Union recognize that change within the organization is necessary to remain efficient and provide innovation resulting in quality patient care and services and that change at times must be rapid. The best changes balance the needs of the patient, organization, employees and the community to:

- Emphasize quality patient care
- Come with the input and leadership of front line staff and managers
- Provide the least impact to the most staff and
- Retain staff in roles where they can continue to contribute to patient care

The guidelines in the Bargaining Unit Reorganization Process (BURP) as established by the Labor Management Reorganization Oversight Committee (LMROC) will be in effect unless changed by
mutual agreement. Changes will be reviewed and discussed at the ABC Committee. Also see Article 8.5, Change Process Teams.

8.2 Definitions.

- **Seniority.** Seniority is defined as a nurse’s continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Length of service as an employee of the Swedish Medical Center shall be used to determine annual leave accruals and benefits.

- **Re-organization.** A re-organization occurs when change(s) to work processes of a department/cost center/unit result in redesign or restructure.

- **Re-Design.** Change in a department to achieve more efficiencies, cost savings, etc. that does not affect the working conditions, FTE (up to a .2, where benefits are not affected), pay, position, shift, or job classification.

- **Restructure.** Change in a department to achieve more efficiencies, cost savings, etc. that does affect the working conditions, FTE (greater than a .2 or where benefits are affected), pay, position, shift or job classification.

- **Re-Classification.** Change in an incumbent’s title and/or job description which may include a wage change.

- **Position Elimination.** The outcome of a restructure that results in the elimination of a position from a department.

- **Layoff Eligibility.** A layoff occurs when a person no longer has a comparable position in their department.

- **Voluntary Layoff.** A displaced employee eligible for layoff may select severance after the re-bid process though a comparable position may be available. Change teams may decide to make this option available prior to re-bid, but it must be approved through Human Resources prior to implementation.

8.3 Changes Due to Innovations.

Swedish Medical Center will identify as far in advance as possible any jobs that may change significantly or possibly be eliminated as a result of new innovations or technology (ie: implementation of EPIC). The restructure and BURP process will still be followed. Employees in these positions will be identified and one-on-one consultations will be held by the Employee Advancement Center (EAC). Job opportunities, for which the employee is qualified (see Article 8.11, Eligibility), will be identified for each employee.
8.4 Restructure. In the event of a restructure, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit, per the Bargaining Unit Restructure Process Guidelines. The Employer will notify the Union at least sixty (60) days prior to a restructure. This sixty (60) day period is comprised of the thirty (30) day advance notice to the union (the planning phase) and the subsequent thirty (30) day implementation period. Upon request from an employee, a reduced FTE may be made available, in conjunction with business needs in the opinion of the employer or associated with objectives of the restructure. If department objectives are achievable through a voluntary reduction in FTE, remaining steps in the BURP process may not be necessary. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days. Positions for which affected employees are qualified will be frozen for thirty (30) days and not be offered to any other candidates. The Change Process Team will determine the range of positions to freeze. Other vacant positions, for which the affected employees may be qualified (see Article 8.11, Eligibility), within Swedish Medical Center may also be posted on the unit(s) at that time, and no less than 30 days from being displaced.

The Change Process Team will determine which positions will be available for employee selection. By the end of the posting period, each employee will go through a selection process, as determined by the Change Process Team (i.e.: re-bid sheets and/or in person) which identifies and ranks the employee’s preferences for all available positions (first to last). Based upon these preference lists, and qualifications of employees (see Article 8.11, Eligibility), the Employer will assign employees to positions on the new/restructured unit based upon seniority, providing skill, competence and ability, are considered substantially equal in the opinion of the Employer (see Article 8.11, Eligibility).

In the event of a restructure, if there are specific skills, abilities or past experiences required for any position, including a charge nurse or lead position, they will be evidence based (i.e., tied to the applicable duties of the position as described in the job description). Management will have the final determination in any required skills, ability or past experience requirements, including a charge nurse or lead position(s).

Subject to skill, competence, and ability being substantially equal in the opinion of the Employer (See Article 8.11, Eligibility), agency/traveler employees and probationary employees on the affected unit will be the first to be displaced and then starting with the least senior regular employee. Displaced regular employees designated for layoff on that shift may displace the position (FTE) of the least senior employee(s) in the clinical or occupational group (clinical or occupational group as defined by the Change Process Team or the Agreement), providing the employee has less seniority.

In the case of a unit merger, staff will have sufficient notice for cross-training. Management will provide sufficient notice of any new requirements of specific skills, abilities or past experience. Management will ensure that in-house cross training opportunities are available for staff in advance of the implementation of the restructure to the extent it is within their control so as not to preclude an employee from a job opportunity within the new unit. Staff will be given adequate time to participate in the cross training. Cross training is defined as in-house training that provides the opportunity for impacted staff to acquire the skills and knowledge necessary to perform the new job.
duties or care for the patient population. Cross training may require floating and will happen on paid
time. Cross training can continue beyond the implementation of the change, outside of the
“orientation/training” time frame by mutual agreement.

Normally, charge nurse and lead positions will be included in any re-bid that results from a restructure. As an exception, a charge nurse or lead position may be excluded from a re-bid process if that is the consensus of the Change Process Team.

8.5 Change Process Teams. In order to facilitate Union and Human Resources participation in restructures 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 Process Teams in accordance with the Bargaining Unit Reorganization Process (BURP). These teams shall consist of representatives of management, Human Resources and the Union and shall have the authority to recommend appropriate practices for conducting restructures.

The Change Process Teams shall not have the authority to change or modify any terms and conditions of the 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 in accordance with the Bargaining Unit Reorganization Process (BURP) 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.

8.6 Occupational Groups. Occupational groups will continue to be discussed in the ABC Joint Labor Management Committee Meetings. Specific groups will be identified as needed in conjunction with the Change Process Team. Change Process Teams may consider the following when determining appropriate occupational groups:

- minimum job qualifications
- pay grade
- ability to orient within four (4) to six (6) weeks

8.7 Rosters. If a restructure is announced, a current seniority roster and a listing of any vacant positions will be available at the Human Resources Department with a copy immediately provided to the Union. At the request of the Change Process Team, the Low Seniority Roster (for RNs) will be run. The listing shall include campus, unit, department, outpatient clinic or service, employment status (FTE) and shift.

8.8 Displaced Employees. After completion of the restructure process, employees who are not assigned a position on the new or restructured unit will begin a thirty (30) day notice period. Upon notice, the employee must choose one of these options:

1. Voluntary Layoff. Take a voluntary layoff with severance, a three week notice of termination from employment, and with no recall or redeployment rights (if eligible, see Article 8.2 definitions)
2. Redeployment. Participate in the redeployment process via Swedish Medical Center’s Employee Advancement Center (EAC) to identify potential vacant positions, for which they may be qualified, (See Article 8.9, Skills Evaluation and Article 8.11, Eligibility).

If, at the end of the thirty (30) day redeployment period the employee is still without a position, the employee may elect layoff with severance (without recall) or recall (without severance). (See Article 8.15, Recall).

An employee may also elect recall (without severance) if at anytime during the thirty (30) day redeployment period the employee accepted a position that resulted in a loss of benefit eligibility (See Article 8.15, Recall).

3. If eligible, select a position from the Low Seniority Roster (RNs), providing the nurse is qualified for the position in the opinion of the Employer (See Article 8.11, Eligibility).

8.9 Skills Evaluation. A skills evaluation will be scheduled with Human Resources within one week of an employee being displaced. The Employer will evaluate all current and known upcoming vacancies in other departments for which they are qualified (See Article 8.11, Eligibility). The employee’s current skills and training needs will be assessed. The employee will be given preference for thirty (30) days for any positions for which he/she qualifies as determined by the Employer.

Employees will be offered vacant positions for which they qualify in the opinion of the Employer, (see Article 8.11, Eligibility) within the department and will have three (3) days to accept or decline the offer.

8.10 Low Seniority Roster. The “Low Seniority Roster” shall be a listing of nurses most recently hired into regular full-time or part-time positions by the Swedish Medical Center. The listing shall include campus, unit, department, outpatient clinic, or service, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. The size of the Low Seniority Roster shall be specified prior to the bidding process with positions on the roster remaining fixed. The Low Seniority Roster shall be a listing of the most recently hired regular part time and full time nurses in the bargaining unit consisting of a number equal to the number of positions (i.e. employees) to be laid off plus fifty (50) of the most recently hired nurses. Those RNs listed on the low-seniority roster will be informed that they are on the roster when they have been displaced. A nurse displaced through this process has a thirty (30) day layoff window and all of the options list under Article 8.8, Displaced Employees except number three (Low Seniority Roster).

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

8.11 Eligibility. Employees will be eligible to bid into positions on a bid sheet, based on seniority, using the following parameters:

1) Their current job classification.

2) A former job classification successfully held within last 2 years where the employee meets the minimum job qualifications.

3) A newly created position where the employee meets the minimum job qualifications in the opinion of the Employer.

4) Any position in their clinical/occupational group for which they can become oriented/trained to the vacant position in four (4) to six (6) weeks, in the opinion of the Employer.

8.11.1 Preference for Positions During Redeployment. An employee will be considered eligible for a vacant position if, in the Employers opinion, the employee meets the minimum job requirements and can become oriented/trained to the vacant position in four (4) to six (6) weeks. This time frame could be extended at the option of the Employer.

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 Employer will present evidence based criteria when determining that any “orientation/training” period is beyond six weeks.

During a restructure if an employee has regularly and recently floated to and worked with a full assignment in a department/unit within the last six months, the employee will be considered qualified for orientation/training under this section.

8.12 Orientation Post Restructure.

Mid-orientation evaluations to determine if this was a successful placement will take place with the employee and manager in their new position. If the employee has not achieved a satisfactory level of performance in the judgment of the Employer within the performance review period, they will be
subject to displaced status. The reassignment process will not exceed two times. (see Article 6.10.1, Performance Review Periods)

8.13 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) recall:

1) The FTE of the offered position is more than a .2 FTE change;

2) The base pay of the position is greater than a 5% reduction for Service and 10% reduction for Tech employees.

3) The change in the start of the shift is greater than 2 hours.

4) The change in home campus is out of region (see Article 7.6.1)

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

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

8.14 Layoff. Layoff includes the choice of one of the following:

- layoff with severance pay (with no recall rights)
- layoff with recall rights (no severance).

8.15 Recall. Displaced Employees, who have not secured a position from the other options under Article 8.8 (Displaced Employees), may choose to be placed on a reinstatement (recall) roster (with no severance) for a period of eighteen (18) months from the date of layoff.

8.15.1 Recall to Last Department.
1) Human Resources will notify managers when they have employees from their department on recall. Managers will give preference for all open positions within their unit to eligible employees (see eligibility) from their department on recall.
   a) Managers should contact human resources when there is an open position within their department that is a match for an employee on recall. This position would not need to be posted if the open position could be filled by someone on recall.
   b) Human Resources will contact the employee on recall and coordinate the employees return to work.
   c) See Comparable Job guidelines above.
8.15.2 Recall to Other Department.
1) Employees on recall must review the job postings for open positions outside of their last department.
2) Employees interested in being considered and given preference for an open position outside of their last department must notify Human Resources within 7 days of the initial posting.
   a) Human Resources will contact the employee on recall and will coordinate next steps with the employee.
   b) See Comparable Job guidelines above.
   c) Acceptance of per diem work while on recall will not affect an employee’s recall rights.

8.15.3 Notification to Employer. Employees on recall must submit to the Employer a written statement (e-mail or US mail) expressing a continuing interest in employment with Swedish Medical Center. These statements must be sent to the Employer’s Human Resources Department within thirty (30) days of being on recall and then every thirty (30) days thereafter. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Employer notified of a current mailing address and home telephone number, the employee’s name shall be eliminated from the recall list and the Employer’s recall commitments shall terminate.

8.15.4 Recall Procedure. The “specified recall procedure” referred to in this section will be discussed with the Union and all affected nurses will be notified of the procedures in writing.

8.16 Severance Pay. Upon completion of the probationary period, any full-time or part-time employee subject to layoff may elect to voluntarily terminate employment with Swedish Medical Center and receive severance pay as set forth below (Any employee electing this option shall not have recall rights (Article 8.15).)

<table>
<thead>
<tr>
<th>Severance Pay</th>
<th>Years of Service (subject to contractual seniority language)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 weeks of pay</td>
<td>Completion of Probation period but less than 2 years</td>
</tr>
<tr>
<td>3 weeks of pay</td>
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<td>8 weeks of pay</td>
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The severance calculation for Technical and RN employees is based on total seniority hours in the bargaining unit divided by 2080 (work hours in a year) paid out at 40 hours per week. This amount equals the number of years of service referenced in the union contract.

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

**ARTICLE 9 – LOW CENSUS**

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

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

If low census is still needed after going through this order, the Employer will endeavor to rotate low census equitably among all nurses on a unit on each shift (on each campus) starting with the least senior nurse first, providing skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted January 1 and July 1 of each year, beginning with the least senior nurse. Subject to skill, competency and ability, agency nurses and per diem nurses on the unit subject to low census shall be released from work prior to implementing mandatory low census. A traveling nurse who is employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees.

**9.1.1 Low Census Floating – ISSAQUAH CAMPUS ONLY (effective through December 31, 2012 only).** If a low census day is offered and/or required and there is a shortage of staff in a different unit on the same or different campus, the employee may be floated to that unit in accordance with Article 7.1 Floating. If the employee does not have his or her own transportation, the employer will be responsible to provide transportation between campuses. If an employee uses his or her own vehicle, he or she may request reimbursement for mileage.

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

**9.1.3 Mandatory Low Census Fund.** Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other nursing related duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer, up to a maximum of 8000 hours (1000 shifts) per
calendar year. Mandatory low census project assignments shall not exceed more than half the scheduled shift and shall be paid at the regular rate of pay (see 10.6 Report For Work). Where low census hours exceed 8000 hours on a Swedish Medical Center-wide basis within a calendar year, then nurses will be released from work due to low census conditions, as provided for in Section 9.1. The Low Census Fund is utilized for non-patient care projects but may involve some patient contact. The Employer will determine appropriate projects and will assign these projects to the staff. Projects appropriate for staff utilizing the Low Census Fund may include, but are not limited to:

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

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

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

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 Work Day/Work Period. The normal work day shall consist of eight (8) hours’ work to be completed within eight and one-half (8 1/2) consecutive hours. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

10.2 Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Flexible work schedules may be established in writing by mutual agreement between the Swedish Medical Center and the nurse involved. See Addendum’s for specific work schedules. Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that new work schedule. Where flexible work schedules are utilized, the Employer retains the right to revert back to an eight (8) hour per day schedule or a flexible schedule recognized by this Agreement after at least thirty (30) days’ advance notice to the nurse, or pay in lieu of notice.
10.3 **Work Schedules.** The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

10.4 **Overtime.** Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay (12.10) for time worked beyond the normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse’s regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. The Employer will follow the law on mandatory overtime. Prior to mandatory overtime, reasonable efforts will be made to 1) seek volunteers, 2) contact employees who have indicated that they are willing to pick up extra shifts, 3) use per-diem staff, 4) seek personnel from temporary agency. In the event there is still insufficient staff, reasonable overtime may be assigned equitably. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates. The double time provisions of this section shall not apply to time spent for educational purposes (CE days, education leave, educational offerings, etc.).

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

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

10.5 **Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or in the Medical Center during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer’s time, for each four (4) hours of working time. Employees shall immediately contact their supervisor (or designee) in the event they determine that they may be unable to take a rest break, so that other arrangements may be made.

10.5.1 **Lactation.** The Employer will comply with all legal requirements concerning lactation.
The Employer will provide reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child’s birth each time such employee has need to express the milk. The Employer will provide a place that is reasonably close to the employee’s work area, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The Employer will provide access to a refrigerator for the mother’s breast milk.

Employees should provide as much advance notice as possible of the need for a location to express breast milk.

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

10.7 Weekends. The Swedish Medical Center will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. In the event a full-time or part-time nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the nurse’s regular rate of pay. This section shall not apply to per diem employees. Every other weekend off cycles (i.e., first and third or second and fourth) may be altered at the discretion of Nursing Administration subject to the notification requirements set forth in Section 10.3. Subject to management approval, nurses may request to trade weekends providing the schedule does not place the Employer into a premium pay or overtime position. Premium pay provided for in this section shall not apply to nurses who voluntarily agree to more frequent weekend duty, to work every weekend, or to nurses filling more than one (1) position. To cover the weekends normally worked during vacations and holidays, nursing managers will first utilize nurses desiring extra weekend work by seeking coverage from volunteers on the unit, from part-time staff, from per diems or by seeking coverage from the staffing offices. Only if the Employer is unable to find voluntary weekend coverage will the Employer schedule nurses to temporarily alter weekends or work extra weekend shifts to provide vacation and holiday coverage. Nurses with temporarily altered schedules will be advised subject to the notification requirements set forth in Section 10.3. The availability of weekend work shall be determined by the Employer. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. Premium pay provided for in this section shall not apply to time spent for educational purposes.
10.8 **Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. If a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1 1/2). This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 12. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

10.9 **Shift Rotation.** A good faith effort will be made to limit shift rotation. Except for emergent situations, leaves, vacancies, or where minimal staff are on a shift and rotation is needed to provide vacation coverage, shift rotation will not be utilized without mutual consent. Where shift rotation is required, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts starting with the least senior nurse provided skills and needs are matched. The Employer will endeavor not to rotate shifts for any nurses with fifteen (15) or more years of service with the Employer.

10.10 **Change in FTE Status.** If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on that unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse’s unit and shift. Any nurse subject to an involuntary reduction in their FTE of greater than a .2 FTE, or an involuntary reduction resulting in a loss of employee or dependent medical insurance coverage will be placed on the Recall Roster (8.15).

10.10.1 **FTE Reductions.** 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.

10.11 **Extra Hours of Work.** Extra hours shall be made available equitably to regular full and part-time employees who have volunteered consistent with the operational needs of the Employer.

**ARTICLE 11 – COMPENSATION**

11.1 **Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule effective:
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11.1.1 Lump Sum. Employees will receive a lump sum of 1.25% effective November 7, 2011, and a lump sum of 0.5% on December 1, 2013. A more detailed description of the methodology for calculation is contained in the LOU attached to this Agreement.

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

11.3 Recognition for Past Experience. All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. For purposes of this section, continuous recent nursing experience shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency or equivalent health care experience (including temporary employment with an employer, without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer).

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

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

ARTICLE 12 - OTHER COMPENSATION

12.1 Shift Differential. Unless otherwise provided in this section, nurses assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and seventy-five cents ($2.75) per hour over the hourly contract rates of pay. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars and seventy-five cents ($3.75)
per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

12.2 Standby Pay. Nurses placed on standby status off Swedish Medical Center premises shall be compensated at the rate of four dollars and twenty-five cents ($4.25) per hour. A nurse shall receive six dollars and twenty-five cents ($6.25) 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. Nurses on standby shall be provided with signal devices for the time the nurse is on standby. Nurses who are on low census shall not be required to be on standby for that low census shift. Nurses must be available to work in order to receive stand-by pay (for example, a nurse unable to work due to illness or injury will not be eligible for scheduled stand-by pay).

12.3 Callback Pay. Any nurse on standby who is called to work shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. If a nurse has been released from duty and is called back, the nurse shall receive time and one-half (1 1/2) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Swedish Medical Center shall not be considered time worked. When an employee on standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular straight time rate of pay, except for employees who are placed on stand-by during a regular scheduled shift as a result of low census.

12.3.1 Callback Relief. Employees who have worked on call within eight (8) hours of the start of his or her next scheduled shift may call in sick when too fatigued to work. To be considered, the employee must notify the Employer not later than one and one-half (1 1/2) hours in advance of the employee’s scheduled shift if making such a request. If there is still a staffing need after the employee has been relieved with ten (10) hours rest from the time the employee clocked out, management may require that the employee work the balance of their shift. At the employee’s request, an annual leave day or sick leave can be used. This schedule adjustment will not count as an occurrence per the Employer’s Dependability Policy.

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

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

A Call Oversight Committee covering all three (3) bargaining units will be established with twelve (12) members selected by the union and twelve (12) managers selected by Swedish. The committee will meet biannually to accomplish these goals. The committee shall:

• Primarily provide information and resource sharing.
• Coordinate and facilitate call practices that cross departments such as the holiday call draw.
• The committee may also, by consensus, elect to host a broader meeting inviting call committee members from throughout Swedish to participate in a discussion regarding best call practices.

12.3.3 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 12.3.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 12.3.3 (b) will be 132 hours per month unless the Call Staffing Committee exempts the department from the maximum by consensus. Employees are permitted to trade, volunteer or signup for a greater number of stand-by hours voluntarily, but to a safe and reasonable level as determined by the manager.

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

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

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

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

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

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

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

12.8 Certification Pay. Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar ($1.00) per hour, provided the particular certification has been approved by the Nurse Executive for the campus or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium, regardless of other certifications the nurse may have. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

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

12.10 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse’s hourly wage rate (11.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (12.1), certification pay (12.8), charge nurse pay when the nurse has a designated charge nurse position (12.4), float pool premium when the nurse is regularly assigned to a float pool cost
center/department (12.7) and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (11.4).

ARTICLE 13 - ANNUAL LEAVE

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

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<td>8 years, 9 years</td>
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<tr>
<td>12 or more years</td>
<td>31 days (248 hours)</td>
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Per diem nurses and part-time nurses who have selected the wage premium in lieu of benefits option (Section 11.4) shall not be eligible for annual leave.

13.2 Scheduling. Annual leave shall begin accruing the first day of employment. Annual leave may be used as it accrues. Requests to use annual leave will not be denied on the basis of insufficient accrual at the time of the request, provided the employee can be reasonably expected to have accrued sufficient annual leave by the time it is to be taken, and further provided that the employee must actually have the accrued leave at the time the vacation is taken. Approved annual leave shall not be affected by later requests from other nurses for time off unless mutually agreeable. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Swedish Medical Center. When approved by supervision, partial days may be granted.

13.2.1 Annual Leave/Prime Time. Prime time will be defined from June 1 through September 15 of each year. Requests for prime time vacation submitted by February 15 for the current calendar year will be approved on a seniority basis if there are no conflicting requests. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The annual leave schedule will be posted by each March 15. This is the posting of annual leave time only; the actual work schedule for this period will be posted in accordance with Section 10.3.

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

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

To facilitate this objective by January 1 of each year, management will post a blank schedule covering the entire prime time period of June 1 through September 15. Staff will be listed, ranked by seniority, for each shift. Guidelines stated in Section 13.2.1 will be posted. The purpose of this posting is for informal communication of plans, so that nurses can view the requests of those with higher seniority. Nurses must still submit requests in writing to their manager as provided for in Section 13.2.1. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time.

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

On larger units, or any units where coverage is particularly challenging, a vacation work group consisting of staff RNs, other staff, the manager, and unit scheduler may be formed to assist with this process. This work group may develop other innovative methods for increasing vacation coverage.

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

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

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

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

13.5 **Work on Holidays.** Any nurse who works on the following holidays, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the nurse’s regular rate of pay for all hours worked on the holiday. For purposes of this Agreement, the holiday shall begin at 11:00 p.m. on the day preceding the holiday and end at 11:30 p.m. on the day of the holiday. Hours worked on a holiday that are into overtime will be paid at time and a half rather than straight time.

13.5.1 **Pay for Time Off on Holiday.** Eligible employees receive annual leave pay for scheduled time off for each of the observed holidays. Annual leave will be paid in relationship to the assigned FTE, except that a nurse may select the option of unpaid leave for hours beyond eight (8).

Employees that do not have sufficient hours in their annual leave balance will be paid the balance of their hours (not to exceed one (1) full day at their FTE level) or no annual leave payment.

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

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

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

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

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

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave Accrual. Full-time and part-time nurses shall accumulate sick leave (wage continuation insurance) at the rate of .04616 hours for each hour worked. Accrual of sick leave shall not exceed ninety six (96) hours in an anniversary year. The maximum accumulation of sick leave shall be limited to 800 hours per nurse.

14.2 Compensation. If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse’s unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. A nurse shall not be eligible for paid sick leave during the first ninety (90) days of employment.

14.3 Notification. Nurses working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the nurse’s scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse’s scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day. Payroll checks shall reflect the number of sick leave hours available.

14.4 Proof of Illness. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge.

ARTICLE 15 - MEDICAL AND INSURANCE BENEFITS

15.1 Health Insurance. Swedish Medical Center agrees to continue the Standard and Advantage Medical Plans in force on July 1, 2011 until April 1, 2012 when the Standard Plan will be amended and restated as agreed and a new vision plan will be implemented. As of April 1, 2012 the Advantage Plan will be discontinued. The dental plan provisions will remain in force on July 1,
Agreement Between Swedish Medical Center and SEIU Healthcare 1199NW

2011 will continue through the term of this contract.

Each year the medical plan’s actuary will determine the premium for the next year. During the term of this Agreement, Swedish Medical Center agrees to assume responsibility for:

A. An increase in the premium of four percent (4%) or less in 2013. In addition Swedish will be responsible for one half of any premium increase over eight percent (8%). For example if the overall increase for 2013 is 10 percent (10%), Swedish will pick up the first four percent, and one half (½) of the amount over eight percent (8%) for a total of five percent (5%), less any amounts required to be paid by employees for dependent coverage pursuant to Article 15.1.3);

B. An increase in premium of four and one-half percent (4.5%) or less in 2014. In addition Swedish will be responsible for one half (1/2) of any premium increase over nine percent (9%); and

C. An increase in premium of five percent (5%) or less in 2015. In addition, Swedish will be responsible for one half (1/2) of any premium increase over 10 percent (10%).

The parties are hopeful that the initiation of the Wellness Program, and the redesign of the Standard Plan to be implemented April 1, 2012, will ensure that future premium increases will be less than the above amounts. Should the premium increase for any year exceed the percentage to be assumed by Swedish for that year, the Labor Management Benefits Committee will meet to redesign the plan so as to reduce the increase to the amount specified above. The Committee may utilize plan redesign or increase employee premiums in order to meet the above limitations. If the Committee does not reach agreement before September 15th, the plan actuary will provide a redesigned plan that meets these objectives, to be implemented January 1 of the next year.

With regard to the premium increase for which Swedish assumes responsibility, all such amounts will be added to the premium applicable in the previous year, (decreases will be deducted from the premium applicable in the previous year) with Swedish and employees paying their respective shares of the new premium amount, pursuant to Article 15.1.2 Employee Premium Share and 15.1.3 Dependent Premium Share of this Agreement.

15.1.1 Eligibility. Participation in medical, vision, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. Beginning the first of the month following thirty (30) days after the employee’s date of hire (or eligibility for full-time or part-time benefits due to job change), all full-time and all part-time employees regularly scheduled to work twenty (20) or more hours per week (.5 FTE) shall be eligible for enrollment in the Employer’s medical, vision and dental benefit plans.

15.1.2 Employee Premium Share. Effective April 1, 2012 employees enrolled in the medical plan will pay $50 per month for employee coverage unless the employee is an active participant in the Swedish Wellness Program. Effective January 1, 2013 the employee rate will be $55 per month. Effective January 1, 2014 the employee rate will be $60 per month. And effective January 1, 2015 the employee rate will be $65 per month. In order to be eligible to have Swedish waive this employee premium share provided for in this subsection,
the employee (and their spouse/domestic partner beginning January, 2013) must be qualified as an active participant in the Wellness Program under the criteria established by the Labor Management Benefits Committee.

Swedish Medical Center will pay the entire premium for employee only coverage under the vision and/or dental plan.

15.1.3 Dependent Premium Share. Employees regularly assigned and designated a .9 or 1.0 FTE status, with covered dependents (including a domestic partner), will pay a share of the dependent medical, vision and dental coverage.

Effective April 1, 2012 the premium share for eligible employees’ dependent medical coverage for spouse/domestic partner will be nine percent (9%) and dependent children will be seven percent (7%). Effective January 1, 2013 the premium share for eligible employees’ dependent coverage will be eleven percent (11%) for spouse/domestic partner and eight percent (8%) for dependent children. Effective January 1, 2014 the premium share for eligible employees’ dependent coverage will be thirteen percent (13%) for spouse/domestic partner and nine percent (9%) for dependent children. Effective January 1, 2015 the premium share for eligible employees’ dependent coverage will be fifteen percent (15%) for spouse/domestic partner and ten percent (10%) for dependent children. Employees covering domestic partners and domestic partner’s children will also have additional income tax withholding on the value of the coverage paid by Swedish.

Employees regularly assigned and designated a 0.5 to 0.89 FTE will pay a share of health insurance premiums for their dependent coverage as determined by the actuary.

A monthly surcharge of $250 will be paid by employees who elect to cover their spouse/domestic partner on the Swedish plan when their spouse/domestic partner is eligible for health plan coverage through their employer.

Employees shall pay the entire premium for dependents enrolled in the vision and/or dental plans, subject to increases/decreases in premiums effective January 1, 2013, January 1, 2014 and January 1, 2015.

15.1.4 Wellness Program. To encourage a culture of health and wellness, Swedish Medical Center will implement a Wellness Program in 2012 as described in Addendum G and as modified by the Labor Management Benefits Committee.

15.1.4.1 Wellness Appeals Committee. Swedish Medical Center and the Union share the goal of maximizing participation in the Wellness Program. Employees who are deemed to have failed to meet the points goal and therefore do not receive the reduced medical premium share have the right to an appeal with Human Resources. If the employee is dissatisfied with the response, the employee may appeal to the Labor Management Wellness Appeals Committee. The Union will appoint three
members of the committee and the Employer will appoint three members of the committee. The committee’s decision will be final. The committee will determine a tie breaking method should one be necessary.

15.1.5 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, except by mutual agreement or as allowed for in this Article. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

15.1.6 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.

15.2 Health Tests. As required by law, the Employer shall provide a Tuberculin skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will provide a chest X-Ray at no cost.

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

15.4 Long-Term Disability Insurance. The Employer shall continue in effect its long-term disability insurance plan for employees, the terms of which shall be set forth in the Employer’s plan.

15.5 Other Insurance. The Employer will provide Workers’ Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers’ Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers’ Compensation Act and the nurse’s regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week. Nurses who were receiving Employer-paid medical insurance prior to a workplace injury shall continue to receive Employer-paid medical insurance for an additional three (3) months.

15.6 Retirement Plan.

15.6.1 Defined Benefit Retirement Plan. The Employer agrees to continue its present Defined Benefit Retirement Plan in full force and effect for eligible employees hired prior to January 1, 2007 and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. Retirement benefits and eligibility requirements for participation are defined by the current Employer’s plan. The Employer
agrees to maintain the Defined Benefit Retirement Plan as long as there are eligible employees covered by the Plan and will not seek in any way to eliminate or modify the plan in any future negotiations. Article 15.7 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.

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

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

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

A. The Employer will make a base contribution of 5% of gross pay to the employee’s account

B. 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 there under. The final plan document will be incorporated herein by reference. Article 15.7 Plan Changes does not apply.

15.6.3 403(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 there under.

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.
15.7 **Plan Changes.** In the event the Employer modifies its current benefit plans, or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least ninety (90) days prior to the intended implementation date. The implementation date is the effective date of the new plan.

ARTICLE 16 - LEAVES OF ABSENCE

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

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

16.3 **Maternity Leave.** A leave of absence shall be granted upon request of the nurse for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the nurse’s absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during the period of disability and annual leave to the extent accrued during the maternity leave. Medical insurance coverage will be continued while the nurse is in a paid status, unless coverage is provided by Section 16.4. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and attesting to the nurse’s capability to perform the work required of the position.

16.4 **Family Leave.**

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

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

(b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee’s child after birth, or placement for adoption or foster care; or (b) to care for the employee’s spouse/domestic partner, son or daughter, or parent, 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.

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

(c) Vacation Donation for Parental Leave. In the event an employee takes a parental leave for either the birth or adoption of a child, the employee will be eligible to receive donated annual leave hours from co-workers, in accordance with the procedures set forth in the Employer’s vacation/annual leave donation policy. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.
16.5 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 16.4 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

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

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

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.

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

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

16.9 Union Leave. Subject to advance notice and supervisor approval an employee may be granted a leave of absence to assume a position with the Union. Similarly, subject to advance notice and supervisory approval an employee may assume an interim position outside of the bargaining unit.
but within the Swedish Medical Center. Contract provisions, other than seniority accruals, will not apply during these leaves of absence.

A personal leave to assume a position with the Union may be granted up to twelve (12) months in length and will be granted under the Swedish Medical Center’s personal leave of absence policy. For the duration of the leave seniority will accrue at the employee’s assigned FTE level (FTE at the time the leave began). Employees returning from this leave within twelve (12) weeks will be guaranteed their same position. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority.

An employee that assumes an interim position outside of the bargaining unit may do so for up to 12 months in length. Bargaining unit seniority will accrue at the employee’s assigned FTE level (FTE at the time the leave began). Employees returning from this leave within 12 weeks will be guaranteed their same position. Employees returning from this leave after 12 weeks will be eligible for the next open position, for which they are qualified, based on seniority.

16.10 Personal Days. All full-time and part-time nurses shall be eligible to receive up to three (3) days of unpaid time off per year, providing sufficient advance notice has been given and providing such time off does not adversely affect patient care. The Employer shall have the right to approve the scheduling of personal days in such a way as will least interfere with patient care and work load requirements of the unit. When approved by supervision, partial personal days may be granted.

16.11 Education Leave/Professional Leave Time. Nurses shall be allowed paid leave time for educational or professional purposes, after completion of the probationary period. Such leave time shall be subject to the scheduling requirements of the Employer. Educational/professional leave time may be used on an hourly basis. Educational/professional leave time shall be available on a calendar year basis in accordance with the schedule below. Unused educational/professional leave time shall not be carried over from one calendar year to the next.

<table>
<thead>
<tr>
<th>FTE Status</th>
<th>Hours</th>
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<tbody>
<tr>
<td>.9 - 1.0</td>
<td>36</td>
</tr>
<tr>
<td>.7 - .8</td>
<td>32</td>
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<tr>
<td>.4 - .6</td>
<td>24</td>
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<tr>
<td>.1 - .3</td>
<td>12</td>
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16.12 Continuing Education and Professional Development Expenses. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition, and registration fees, up to the amounts set forth for each nurse in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried over from one calendar year to the next. Nurses should access the Joint Employer Training and Education Fund for financial assistance associated with certification exams.
<table>
<thead>
<tr>
<th>FTE</th>
<th>Dollars</th>
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<tr>
<td>.8 - 1.0</td>
<td>$300</td>
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<td>.6 - .7</td>
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<td>50</td>
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</table>

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

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

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

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

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

16.16 Leave Without Pay. Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.
16.17 Return From Leave. If a leave of absence does not exceed thirty (30) days, the nurse will be entitled to return to the same position, unit and shift held prior to the leave. Except as otherwise provided for in this Article 16, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days shall be entitled to the first available opening for which the nurse is qualified consistent with the provisions of the leave of absence agreement and the provisions of Section 6.9.

ARTICLE 17 – COMMITTEES

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

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

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

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

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

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

17.3 Joint Labor Management Nursing Staffing Committee.

17.3.1 Goals and Intent. Swedish Medical Center strongly supports the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality care.
The Union and Swedish Medical Center are implementing a joint process which is in compliance with ESHB 3123, which covers RNs, LPNs, unlicensed and assistive nursing personnel providing direct patient care.

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

1. Serve as an ongoing resource for unit based committees;

2. Review and compile all campus based staffing plans into a comprehensive report which is submitted to the CEO;

3. Provide training and/or oversight for all campus/unit based staffing committees, including collection and analysis of nurse sensitive quality indicators data.

4. Assure compliance with ESHB 3123 of the public posting of staffing plans for each unit and shift.

5. Approve or modify requests from campus and/or Unit Based Committees for changes to staffing plans.

6. Review any staffing variance forms that campus/unit based staffing committees are unable to resolve.

7. Monitor and evaluate the correct number of multi-campus float pool positions and staffing levels.

8. Serve as a forum to evaluate current professional practices and make recommendations for changes to improve care.

If the staffing plan report compiled by the Joint Committee is not adopted by the hospital, the Chief Executive Officer shall provide a written explanation of the reasons why to the committee.

The staffing plan and current staffing levels will be made available upon request. The Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available).

Annually, the Nurse Executives will present to the Joint Committee and the ABC committee SMC’s proposed Nursing Strategic plan and direction. In addition, at this meeting, the Union should present its nursing strategic initiatives for discussion with management.
17.3.3 Joint Nurse Staffing Committee - Composition and Reporting

Composition of the Joint Nurse Staffing Committee shall include eight (8) nursing representatives, selected by the Union, and eight (8) management representatives. In the case of additional campuses being added to the Swedish Medical Center, additional representative will be added. The Union will use best efforts to appoint staff nurses and support staff that represent nursing staff from all areas of SMC campuses-including inpatient and outpatient areas with the expectation of two year terms. There shall be a co-chair selected by the Union, and a co-chair selected by management. Minutes will be recorded and once approved by the co-chairs, distributed to the Unit-based chairs and staff.

Participation in all the nurse staffing committees by a hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Nurse staffing committee members shall be relieved of all other work duties during meetings of the committee. The Employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Committee, Campus Based or Unit-based sub-committee, or an employee who notifies staffing committee or the hospital administration of his or her concerns about nurse staffing.

17.3.4 JNSC Training

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

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

17.3.5 Campus Based Committees

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

1. Serve as an ongoing resource for unit based committees;

2. Review any staffing variance forms that unit based staffing committees are unable to resolve.

3. Review, modify and compile all unit based staffing plans into a comprehensive campus report which is submitted to the Joint Staffing Committee;

4. Participate in the determination and evaluation of staffing needs for the campus, including but not limited to unit or cross-unit break strategies, unit based resource needs for admissions and discharges, HUC and transport resources or any campus-wide staffing initiatives. Float pool employees may join campus-based staffing committees where the
correct number of float pool positions and staffing levels will be monitored and evaluated.

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

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

17.3.6.1 Composition
The unit-based committees will be co-chaired by a Union-designated unit representative, and a management representative. Each shift will have staff nurse representatives appointed by the Union, at least one of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of each committee will be determined by the Co-Chairs.

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

17.3.6.3 Unit based committee responsibilities
a) Guide implementation and evaluation of unit based staffing plan;
b) Submit the annual staffing plan and any recommended modifications to the Joint Committee in accordance with ESHB 3123, Swedish Medical Center, and Joint Committee timelines;
c) The unit-based committees shall regularly report in writing to the Joint Staffing Committee their discussions and work. Committee members will assure that copies of these reports will be made available for all nurses on the unit;
d) Responsible for unit education regarding staffing;
e) Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan;
f) Review, assess and respond to staffing concerns;
g) Assist in seeking solutions for the availability of staff to meet patient care needs;
h) Collect unit specific data sets which may include but are not limited to: compliance with staffing matrices, admits/discharges/transfers, nurse sensitive quality indicators data, use of overtime, unmet breaks or meals, planned or unplanned absences, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirement. It shall be the responsibility of the committee to identify solutions to problems indicated by this data.

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

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

17.3.6.5 The Unit Based Committee will assure that the Staffing Exception Form is completed by unit staff, that this form is forwarded to the Unit Based Committee for consideration and problem solving, and that a monthly report is sent to the Campus Staffing Committee. The Campus Staffing Committee will address any unresolved unit based staffing issues.

17.3.7 Process for Appealing Staffing Decisions
Staff with concerns about their patient care assignment or unit staffing should address concerns with the charge nurse. If concerns remain, they should be escalated according to the chain of command. While the chain of command may vary by unit, a common chain is: charge nurse, unit supervisor, manager / administrative supervisor, director, Nurse Executive.

17.3.8 Legislation
In the event that ESHB 3123 is modified or there are new statutes during the term of this Agreement, SEIU Healthcare 1199NW and Swedish Medical Center will reopen this section.
17.4 Safety Committee. The Hospital will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committees in accordance with existing regulatory requirements. The purpose of these Committees shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital’s Risk Manager by utilizing a “QA Memo” form. Committee membership shall include three (3) Union appointed staff nurses, one from each campus, First Hill, Ballard and Cherry Hill.

17.5 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. Establishing a Wellness points goal and program
2. Reviewing identified employee progress toward the Wellness point goal and recommending additional outreach or assistance based on trends or progress by various employee groups
3. Pharmacy benefit and cost control
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.

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.

17.6 Training and Education Labor Management Committee. The goal of the committee is to promote member participation in and benefit from Training Fund programs and to better meet the workforce needs of the Swedish Medical Center. The committee
will consist of 6 members appointed by the Union (from across the RN, Tech and Service bargaining units), Training Fund staff, and Swedish Management and HR staff. The committee will:

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

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

17.8 Support of Committee Participation. In an effort to continue building an increasingly collegial Labor Management relationship, the Union and the Employer express solid support for employees to participate in contractual committees and projects of mutual benefit. The parties agree that employees participating on these committees/projects will be supported in attending the meetings, 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 18 - HEALTH AND SAFETY

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

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

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

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

18.5 Tuberculosis Exposure Control Program. All employees working in patient care areas will be provided 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 the employee. It is the employee’s responsibility to get their TB test timely in accordance with Swedish’s Employee Health policy. Employees will be provided between thirty (30) and sixty (60) days advance notice of the need to get a TB test.

ARTICLE 19 - STAFF DEVELOPMENT

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

19.2 Staff Development. A regular and ongoing staff development program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. Topics to be offered will be determined by discussions between nurses and the in-service department. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend in-service education during off-duty hours will be paid at the applicable rate of pay. The Employer will provide contact hours for CEARP designated continuing education programs. It shall be the responsibility of the presenter to complete and submit the application process on a timely basis.
Quarterly, the Nurse Practice Committee will review the offerings for the in-service education classes to ensure that enough classes are being offered.

19.3 Joint Employer Training and Education Fund

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

19.3.2 Fund Trustees, Programs, Staff. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

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

19.3.4 Availability of Onsite Rooms. In order to facilitate employees’ access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

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

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

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.
ARTICLE 20 - GRIEVANCE PROCEDURE

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

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

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

20.2 Filing a Grievance. When filing a grievance, the Employee must:

1. Write a description of the alleged contract violation, preferably identifying the violated Article(s).
2. Describe the specifics of a requested remedy

20.3 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 13.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an Employee or the Union to file a grievance on a timely basis or timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance by the Employee and the Union.

If the Employer fails to comply with the time limits set forth below the Union may advance the grievance to the next step, in writing.

NOTE: A grievance concerning a termination or suspension may start at Step 2 of the grievance procedure.

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

Step 1: Immediate Supervisor (If there is not a department or unit supervisor, the employee may start the grievance process at Step 2).

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. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem. The supervisor may schedule a meeting with the employee or may simply respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance. If the supervisor elects to schedule a meeting with the employee, a Union Delegate may be present if requested by the employee. If the Union Delegate participates in the meeting, a human resources representative (or designee) may also be present at this Step 1 meeting.

Step 2. Department Manager (If there is not a department or unit manager, the employee may advance the grievance to Step 3).

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 Manager 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 mutually scheduled by the parties within ten (10) days for the purpose of resolving the grievance. The Department Manager shall issue a written reply within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Department Director/Administrative Director/Nurse Executive.

If the matter is not resolved at Step 2 to the employee’s satisfaction, the grievance shall be referred in writing to the highest level for the Employee’s department or unit - either the Department Director, Administrative Director or Nurse Executive (or designee) within fourteen (14) calendar days of the Department Manager’s Step 2 written decision. The Department Director, Administrative Director, or Nurse Executive (or designee) and a Human Resources representative (or designee) shall meet with the employee and a Union Representative, with the meeting mutually scheduled within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Department Director, Administrative Director, or Nurse Executive (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 order to constitute a timely submission, the submission letter must
include a request that the arbitrator immediately provide available dates within the one hundred eighty (180) 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 within the timeline described above, the next arbitrator will be promptly notified of the request for hearing. The parties agree to schedule the hearing date within 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. Alan Krebs
4. Janet Gaunt
5. Michael Cavanaugh
6. Gary Axon
7. Timothy Williams

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

20.5 Union Grievance. The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed. If such a grievance is filed, it shall be processed in accordance with the specific provisions of Section 20.4 with reasonable representation from the directly affected parties designated to represent the group of employees for purposes of processing the grievance.
20.6 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 21 - UNINTERRUPTED PATIENT CARE

It is recognized that the Swedish Medical Center is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, or participate in any strike, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

ARTICLE 22 - GENERAL PROVISIONS

22.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

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

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

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall become effective November 7, 2011, and shall remain in full force and effect to and including June 30, 2015 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of March, 2012.

SWEDISH MEDICAL CENTER

Kevin Brown, Chief Executive Officer

Joanne Suffis, Vice President, Human Resources

Cary Natiello, Director, Strategic HR Partners and Labor Relations

June Altaras, Nurse Executive, First Hill

Laura Boyd, Director, Compensation, Benefits & HR Operations

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

Diane Sosne, RN, President

John Donaghy, Chief Negotiator

Robin Wyss, Lead Organizer
<Insert RN Bargaining Team Signatures>
ADDENDUM A

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

NINE (9) HOUR SHIFT SCHEDULE

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a nine (9) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)

2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of nine (9) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.

3. **Rest Between Shifts.** In the event a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be paid at time and one-half (1 1/2).

4. **Charge Nurse Assignment.** Nine (9) hour shift nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.

5. **Discontinuance of Schedule.** Nine (9) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the nine (9) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.
ADDENDUM B

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

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)

2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of ten (10) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.

3. **Rest Between Shifts.** In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 1/2).

4. **Charge Nurse Assignment.** Ten (10) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.

5. **Discontinuance of Schedule.** Ten (10) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the ten (10) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.
ADDENDUM C

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

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute rest breaks. (See Section 10.5 of Agreement.)

2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.

3. **Rest Between Shifts.** Effective with the implementation of the KRONOS Time and Attendance system upgrade, if a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 1/2).

4. **Charge Nurse Assignment.** Twelve (12) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.

5. **Twenty-Four (24) Hour Coverage.** Generally two (2) partners are required to cover a patient assignment for each twenty-four (24) hour period. If there are no partners available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the other twelve (12) hour shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse’s FTE.

6. **Discontinuance of Schedule.** Twelve (12) hour shifts are available based on unit and Swedish Medical Center staffing needs and partner availabilty. The Swedish Medical
Center reserves the right to discontinue the twelve (12) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.
ADDENDUM D

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

VARIABLE DEFINED HOURS SHIFT SCHEDULE

In accordance with Section 10.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a schedule consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** This work schedule shall provide for various work days consisting of a combination of eight, nine, ten and twelve, etc. hour shifts occurring during the work week to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks, except for twelve (12) hour work days that shall provide for three (3) fifteen (15) minute paid rest breaks.

2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of the scheduled work day of eight (8) or more hours in duration, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay, except for twelve (12) hour shifts. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.

3. **Premium Not Applicable.** Section 10.8, Rest Between Shifts, shall not apply to this flexible schedule.

4. **Charge Nurse Assignment.** Nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.

5. **Schedule Coverage.** This work schedule may include a partner to cover a patient assignment. If there is no partner available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse’s FTE.

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

to the Agreement Between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

**CLINICAL GROUPINGS**

1. **Childbirth Center**
   - Ballard
   - Labor & Delivery
   - First Hill and Issaquah
   - Post Partum
   - First Hill and Issaquah
   - Antepartum
   - First Hill
   - Women & Infants Outpatient Service
   - First Hill
   - OB Float Pool
   - First Hill

2. **Perinatal Medicine Clinic**
   - First Hill

3. **Infant Special Care Unit**
   - First Hill
   - Pediatrics
   - First Hill and Issaquah
   - PICU
   - First Hill
   - NICU
   - First Hill
   - Peds Float Pool
   - First Hill
   - Pediatric Outpatient Procedures
   - First Hill

4. **IVT**
   - All Sites

5. **Home Health/Hospice**
   - Home Infusion Therapy

6. **GYN Surgery**
   - First Hill
   - Nephrology
   - First Hill
   - General Surgery I/P
   - First Hill
   - Ortho/Spine
   - First Hill
   - Oncology/HIV
   - First Hill
   - General Medicine
   - First Hill
   - Medical Respiratory
   - First Hill
   - Med-Surg
   - Ballard and Issaquah
   - Hemodialysis
   - First Hill
   - Neuro
   - Cherry Hill
   - Rehab
   - Cherry Hill
   - Med-Surg Float Pool
   - All Sites
   - Med/Surg Multi-Campus Float Pool
   - All Sites
   - Short Stay
   - First Hill
   - Gastro/Endoscopy
   - All Sites
   - Interventional Platform Gastro/Endo/Bronch
   - Issaquah

7. **Cancer Institute**
   - All Sites
   - Pain Clinic
   - First Hill and Issaquah
<table>
<thead>
<tr>
<th>Department/Unit</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breast Centers (including WDIC)</td>
<td>All Sites</td>
</tr>
<tr>
<td>AIC</td>
<td>Cherry Hill and Issaquah</td>
</tr>
<tr>
<td>Ambulatory Treatment Center</td>
<td>First Hill</td>
</tr>
<tr>
<td>MTC</td>
<td>All Sites</td>
</tr>
<tr>
<td><strong>8.</strong> Same Day Surgery OR</td>
<td>First Hill</td>
</tr>
<tr>
<td>Inpatient Surgery</td>
<td>First Hill</td>
</tr>
<tr>
<td>Neuro/Spine Surgery</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Surgery</td>
<td>Ballard</td>
</tr>
<tr>
<td>Heart and Vascular OR</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Ortho Institute Inpatient Surgery</td>
<td>First Hill</td>
</tr>
<tr>
<td>Interventional Platform/OR</td>
<td>Issaquah</td>
</tr>
<tr>
<td>Perioperative Multi-Campus float pool</td>
<td>All Sites</td>
</tr>
<tr>
<td><strong>9.</strong> Ortho Institute PACU</td>
<td>First Hill</td>
</tr>
<tr>
<td>Same Day PACU</td>
<td>First Hill</td>
</tr>
<tr>
<td>Special Procedure Admission Unit</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>PACU/Day Surgery</td>
<td>Ballard</td>
</tr>
<tr>
<td>Pre-Screening</td>
<td>Ballard</td>
</tr>
<tr>
<td>Inpatient PACU</td>
<td>Cherry Hill/First Hill</td>
</tr>
<tr>
<td>Pre-Op Transfer</td>
<td>All Sites</td>
</tr>
<tr>
<td>ECT</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Interventional Platform/Pre/PACU</td>
<td>Issaquah</td>
</tr>
<tr>
<td><strong>10.</strong> ASC Pre-Admission</td>
<td>First Hill</td>
</tr>
<tr>
<td>Ortho Institute Pre-Admission</td>
<td>First Hill</td>
</tr>
<tr>
<td>IP Pre-Admission (Testing)</td>
<td>Issaquah</td>
</tr>
<tr>
<td>Ambulatory Surgery Center</td>
<td>First Hill</td>
</tr>
<tr>
<td><strong>11.</strong> Ambulatory Care Centers (ACC’s)</td>
<td>All Campuses</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>Ballard</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>First Hill</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>Issaquah</td>
</tr>
<tr>
<td>Emergency Department Multi-Campus Float Pool</td>
<td>All Sites</td>
</tr>
<tr>
<td><strong>12.</strong> Cardiac Cath Lab</td>
<td>First Hill/Cherry Hill</td>
</tr>
<tr>
<td>ICU/IMCU</td>
<td>First Hill</td>
</tr>
<tr>
<td>Telemetry</td>
<td>First Hill</td>
</tr>
<tr>
<td>Telemetry 3 East Medical</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Telemetry 4 East Cardiac</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>Cardiac Rehab</td>
<td>All Sites</td>
</tr>
<tr>
<td>Critical Care Float Pool</td>
<td>First Hill</td>
</tr>
<tr>
<td>Critical Care Float Pool</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>ICU</td>
<td>Cherry Hill</td>
</tr>
<tr>
<td>EP LAB</td>
<td>Cherry Hill</td>
</tr>
</tbody>
</table>
Clinical Groupings may change during the term of this Agreement based on unit mergers, unit closures, the creation of new units or work areas or for other operational reasons. The Employer will provide the Union with forty-five (45) days written notification of any changes to the Clinical Groupings prior to implementation of the change. During this forty-five (45) day period, the Employer will meet with the ABC Committee to discuss the changes and to consider any input concerning the appropriate Clinical Groupings. The intent of the Union and the Employer is that the Clinical Groupings should always reflect groups of units with similar clinical nursing skills.
ADDENDUM F

to the Agreement Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

HOME HEALTH, HOSPICE AND HOME INFUSION

The Agreement between the Swedish Medical Center and the Union shall apply to Home Health, Hospice and Home Infusion nurses with the following modifications:

1. **Transportation.** Each nurse whose assigned duties may require any travel away from the Employer’s office shall, as a condition of employment, furnish his or her own automobile transportation in order to complete any such assigned duties in a timely and efficient manner. As a condition of continued employment, each nurse must maintain a valid Washington State driver’s license and minimum automobile liability insurance coverage as required by Washington State.

2. **Mileage.** Nurses shall be reimbursed for business use of their personal automobiles at the mileage rate authorized by the Internal Revenue Service (IRS) which is currently in effect. If the IRS mileage rate changes during the term of this Agreement, the mileage reimbursement rate shall be adjusted to the new rate, effective at the beginning of the month of the publication date of the IRS rate change. Travel (mileage) records shall be maintained by the nurse in the manner required by the Employer. The Employer will make a good faith effort to have automobile reimbursement checks available the Friday of the week of the 15th day of the month, contingent upon timely submission of required record keeping.

   No mileage shall be paid for travel to and from meals or rest periods. No mileage shall be paid for travel to and from work unless the distance from the nurse’s residence to the patient visit exceeds the distance from the nurse’s residence to the Employer’s office (i.e. work shall commence and end either at the Employer’s office or the home of the first or last patient seen, whichever is less).

   If a nurse’s car is unavailable because of a job-related accident, the Employer shall pay the cost of an “economy” rental car for a maximum of five (5) days, providing there is no other insurance coverage available. The Employer shall reimburse nurses for emergency roadside and towing services during working time providing the service is not covered by insurance, not to exceed three (3) occurrences per calendar year. The Employer will designate the authorized towing/roadside service firm(s) to be utilized by nurses if reimbursement is requested.

3. **Parking.** Free parking will continue to be provided at the current office sites. Any parking charge incurred while in the field on work time, excluding parking tickets, will be reimbursed.
4. **Evening, Night, Weekend and Holiday Standby Coverage.** Standby/call coverage shall be provided in accordance with the Agreement or by the following Flexible Schedule provided for by 10.2 of the contract. Coverage for evenings, nights, weekends and holidays may be provided by salaried on-call positions. Each position shall be staffed on a rotating seven (7) days on, seven (7) days off schedule. The salaried on-call positions shall provide the following on-call coverage:

- Work schedule: 7 days on followed by 7 days off
- Weekdays: 4:30 p.m. to 8:00 a.m.
- Weekends: 4:00 p.m. Friday to 8:00 a.m. Monday
- Holidays: 24 hour coverage
- Change of staff takes place at 8:00 a.m. Wednesday.

Compensation will be paid in the form of an annual salary, determined by multiplying the appropriate hourly rate by 2080. The position is exempt from overtime. An additional $9256 will be added to the annual rate to cover all premiums. Certification pay premium is not included in this annual rate. Future adjustment to the lump sum will be negotiated. Annual leave and sick leave shall accrue each month. Each seven (7) day work schedule taken as annual leave shall result in eighty (80) hours being deducted from the annual leave accrual account. Each day of sick leave shall result in 11.43 hours being deducted from the sick leave account. Five (5) days per year are available to be taken as holiday time.

5. **After Hours Telephone Calls; Laptop Transfers.** As a general rule, employees are not expected to take patient or patient-related calls after their regular work day. Emergency calls should be referred to the on-call nurse for resolution. After hours telephone calls to or from doctors and patients and laptop transfers off the Employer’s premises will be paid at the nurse’s appropriate rate of pay.

6. **Assigned On-Call Duty.** Telephone time spent when assigned by the Employer to be “on call” will be paid at the nurse’s regular rate of pay to the nearest fifteen (15) minutes, except for telephone calls occurring between 11:00 p.m. and 6:00 a.m. which will be paid to the nearest thirty (30) minutes. Home visits occurring during the time the nurse is on standby/call, including shift differential, shall be paid in accordance with the Agreement.

Subject to patient care considerations, the Employer will make a good faith effort to provide relief for a nurse who requests a day off or a change in the nurse’s start time the following day where the nurse has been called out after 11:00 p.m. the previous night for a home visit. The nurse must notify the Employer not later than one and one-half (1 1/2) hours in advance of the nurse’s scheduled day shift if making such a request.

7. **Personal Safety.** Personal safety training shall be included as part of the department’s orientation for new nurses and shall annually be included as part of the in-service curriculum. Nurses are not expected to subject themselves to unreasonable risk of harm during the course of their duties. If an employee is concerned about personal safety in a particular
situation, the employee should immediately call the employee’s supervisor. In order to emphasize prevention, the Intake Worksheet in Home Health, Hospice and Home Infusion will be modified to include a section on safety concerns to alert visiting staff.

8. **Expense Reimbursements.** Nurses will be reimbursed for all patient related expenses such as all cell phone charges, pay phones, faxes and long distance phone charges from home, in accordance with Swedish Medical Center policy. This shall not apply if the Employer provides the required method for business communications (e.g. cell phones, pre-paid telephone cards, etc.).

9. **Technology Training.** Swedish Medical Center will provide nurses with any technology training related to patient care and documentation that the nurses need to perform their duties.
ADDENDUM G

to the Agreement Between

SWEDISH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

2012 SWEDISH WELLNESS WORKS PROGRAM

2012 Swedish Wellness Works Program

This program was designed for Swedish employees by a team of employees, physicians, and leaders, including SEIU 1199 members, to support, maintain, and improve the health of all of our employees, while managing our healthcare costs.

STEP 1:
Basic Plan Requirements: to be completed by July 1, 2012 in order to avoid the $25/pay period wellness opt-out premium charge on your medical insurance premiums for the remainder of 2012.

1. Complete confidential online health assessment 50 points
   AND
2. Get annual preventive exam with any Primary Care Provider (PCP) since January 1, 2011 100 points
   OR
   Get preventive screening at Swedish Employee Health/Wellness Clinic 50 points

STEP 2:
Preventive Care: Earn 900 points by October 1, 2012 in order to avoid $25/pay period wellness opt-out premium charge on your medical insurance premiums for the first quarter of 2013.

1. Earn Basic Plan Requirements 100-150 points
Then, Prevention and Well-being
1. Enter your height, weight, and blood pressure on the wellness website 50 points
2. Get your annual flu shot/influenza vaccine 1 50 points
3. Enter that you are tobacco free OR take the tobacco-cessation readiness quiz 50 points
4. Get in to see your dentist 1 50 points

1 You will receive points if you already completed this after January 1, 2011 and before the deadline for earning your points.
2 To find a Swedish Primary Care Provider, call 800-SWEDISH or go to www.swedish.org/primarycare
3 To find a Dentist, call (800) 594-1607 or go to www.dentalientswa.com

Example: From January 1, 2011–July 1, 2012; Complete confidential online assessment (50 points), see PCP (100 points) by July 1, 2012. Because you met basic plan thresholds, you avoided the $25 pay period wellness opt-out premium charge through the end of 2012. Congratulations!
Then, you entered height, weight and blood pressure online (50 points), got flu vaccine (50 points), get dental cleaning (50 points), entered that you don’t use tobacco (50 points) so you avoid the $25 pay period opt-out premium charge through the first quarter of 2013.

Your Personal Health Information belongs to YOU.
Swedish is HIPAA compliant and will ensure that your personal health information is confidential.
ADDENDUM H

to the Agreement Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

CRITICAL CARE COURSE LOAN ASSURANCE

I, the undersigned _________________________________________________________
(insert employee’s name)
agree to fulfill the financial and service obligations as outlined below.

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

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

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

<table>
<thead>
<tr>
<th>Hours Scheduled Per Week</th>
<th>Amount Loan Reduced Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>$80</td>
</tr>
<tr>
<td>32</td>
<td>60</td>
</tr>
<tr>
<td>24</td>
<td>40</td>
</tr>
<tr>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Signature: __________________________ Date: ________________
ADDENDUM I

to the Agreement Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

PERIOPERATIVE NURSING CERTIFICATE PROGRAM
LOAN ASSURANCE

I, the undersigned _________________________________________________________
(insert employee’s name)
agree to fulfill the financial and service obligations as outlined below.

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

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

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

<table>
<thead>
<tr>
<th>Hours Scheduled Per Week</th>
<th>Amount Loan Reduced Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>40/36</td>
<td>$170</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Signature: __________________________ Date: ________________
ADDENDUM J

to the Agreement Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

RESIDENCY NURSE PROGRAM
LOAN ASSURANCE

I, the undersigned _________________________________________________________
(insert employee’s name)
agree to fulfill the financial and service obligations as outlined below.

1. **Loan**

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

2. **Service Requirements**

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

3. **Payback Provisions**

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

<table>
<thead>
<tr>
<th>Hours Scheduled Per Week</th>
<th>Amount Loan Reduced Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>40/36</td>
<td>$208</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

6. **Certification**

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

   Signature: __________________________  Date: ________________
ADDENDUM K

to the Agreement Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

PER DIEM NURSE GUIDELINES

Definition.
A nurse hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism.

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

Expectations.
1. Per diem nurses must be available a minimum of three (3) scheduled shifts or 24 hours per month or the equivalent 3 providing documentation of skills is provided upon request. Managers will identify shifts for which per diem nurses are needed and then per diem nurses will give availability based on that list. If the manager fails to provide a list, then the per diem nurses may make themselves available for any shift.
2. Per diem nurses must be available to work one of the following holidays: Thanksgiving Day or Christmas Day, during a holiday season (November 15 – January 2).
3. Per diem nurses may choose to work on consecutive weekends. The premium pay for working a second weekend shall not apply to per diem nurses (10.7).
4. Per diem nurses will be cancelled prior to regular staff in the event of a decrease in census or unit activity (9.1).
5. Per diem nurses may be released from work prior to the end of their shift in the event of a decrease in census or unit activity.
6. Per diem nurses will assure that the Director or the Nursing Resource Office has a current telephone number.
7. All overtime needs prior approval from the Director.
8. Per diem nurses scheduled for shifts are committed to work and, therefore, should honor all commitments.
9. Failure to meet these guidelines may result in termination.

I have read and understand these guidelines.

Signature: __________________________ Date: ________________

3 Exceptions for seasonal per diems may be made by the unit manager.
SWEDISH MEDICAL CENTER  
SEIU HEALTHCARE 1199NW  
LETTER OF UNDERSTANDING

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During negotiations that resulted in the 2011 - 2015 Agreement between the parties, certain additional understandings were reached. This letter will serve to memorialize those understandings.

1. **Delegation of Tasks.** The parties acknowledge that the professional staff nurse is responsible for determining to whom to delegate a task, based on patient assessment. As provided for in the Nurse Practice Act (RCW 18.88), a nurse may only delegate a task (including medication administration) to unlicensed personnel in situations where it can be performed safely and competently.

2. **Pay Check Errors.** It is recognized that the nurse 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 business days. If the Employer error is for less than four (4) hours, then the nurse will receive the corrected amount in the next pay cycle. Notice of errors must be submitted in writing to the Payroll Department by the employee’s manager.

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

3. **Bulletin Boards.** The Union agrees that materials to be posted on cafeteria bulletin boards must be approved by the Employer prior to posting.

4. **Work Day.** The normal work day referred to in Section 9.1 is intended to include scheduled shifts of less than eight (8) hours in duration when required by the dictates of the particular clinical service (ex. Tumor Institute).

5. **Family Leave; Bereavement Leave.** For definitional purposes, the term “domestic partner” when used in this Agreement will be based upon the City of Seattle definition.

6. **Seniority.** Prior to ratification of the 1994 - 1997 Agreement, all Swedish Medical Center registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. This previously accrued seniority shall be retained for all of these employees. Effective June 7, 1994, seniority will only accrue while a registered nurse is in the bargaining unit. If a nurse leaves the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. Should a nurse working outside the bargaining unit wish to return to the bargaining unit without a break in service, the nurse shall be entitled to utilize those seniority hours previously accrued for contract purposes.

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

7. **Past Practices.** The intent of the third sentence of Section 22.3, Past Practices, is that if there is a past practice that previously applied to all Swedish Medical Center employees, the practice won’t be changed to the detriment of the 1199NW bargaining unit, while it remains in effect for the other Swedish Medical Center employees.

8. **Expanded Hours of Work on a Specific Shift and Unit.** It would be the intent of the Employer that ongoing increased hours of work on a specific unit and shift that are not the result of temporary leaves, vacancies, scheduling requests for time off, or seasonal peaks in patient volume or acuity would be made available for current staff on the specific unit and shift to increase their FTE in accordance with 6.9.

9. **Skill, Competence and Ability.** Where utilized in this Agreement, the term “skill, competence and ability” is intended to include a nurse’s prior experience as a registered nurse.

10. **Traveler Nurses.** Travelers shall not accrue seniority while employed as a traveler at the Swedish Medical Center.

11. **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.

12. **Retraining (Critical Care/Specialty Areas).** For the purpose of providing adequate staffing, filling vacancies, and for the retention of nurses, the Employer will provide a retraining program for nurses to work in designated shortage areas where vacancies exist. To be eligible for this retraining program, the nurse must meet the minimum clinical qualifications based on established criteria for that position. The positions will be posted as provided for in Section 6.9 of the collective bargaining agreement. Training for nurses will be provided on paid time at the nurse’s regular rate of pay with the nurse’s complete benefit package and accrual rate for up to twelve (12) weeks. The actual training commitment will be based on recognized Swedish Medical Center standards for training to the particular area. These retraining commitments will be determined by the
Swedish Medical Center based on quality, efficiency and cost effectiveness. This commitment does not apply to Section 8.10, Low Seniority Roster, or 8.12, Orientation. Employees participating in this retraining program, who receive six (6) or more weeks of formal training, must commit to twelve (12) months of employment after completion of training in that position. Nurses choosing to leave prior to completion of the twelve (12) month period will forfeit their accrued annual leave.

13. **FSS Nurses - Grandfathered Employees.** Grandfathered current FSS incumbents as long as they continue to accept assigned work as per prior FSS understanding. This commitment will include prior FSS nurses who have been reassigned to the Med-Surg Float Pool as identified in the attached listing. Flexible Staffing Service nurses referred to in the Swedish Medical Center’s proposal deleting prior Section 10.8 to be included in a letter of understanding who will retain the prior Flexible Staffing Premium on a “Grandfathered” basis:

   Grio, Marilyn
   Hussein, Salih
   (Med-Surg Float Pool)
   Moritz, Lisa
   (Med-Surg Float Pool)
   Nicoulin, Betty

14. **Vacation Scheduling.** Once a vacation has been approved, it would be the Employer’s objective and intent thereafter not to change or cancel that vacation. This understanding is subject to emergencies beyond the Employer’s control where, in the judgment of the Employer, patients would go without care.

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

   **The 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 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 Subcommittee

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

16. **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 2011 bargaining process to assist in planning for future negotiations. This will include any recommendations for a more streamlined and efficient process.

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 nurses nor Union representatives will solicit for political action fund deductions in patient care areas nor will there otherwise be any disruption to patient care.

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

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

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

19. **Dependability Policy.** The Swedish Medical Center agrees that the following absences will not count as occurrences under the Employer’s Dependability Policy:
20. **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.

21. **Vacation Donation for Negotiations.** Nurses will be able to donate vacation hours to a vacation donation pool for use by the Union’s negotiating team during negotiations as follows:

1. All members of the Union’s bargaining unit may donate earned vacation/annual leave hours to a common pool, out of which members of the Union’s negotiating team will be able to draw at their regular rate of pay to make up for wages lost through participation in bargaining sessions. Hours paid from the vacation pool will be paid as vacation time and will accrue benefits for the recipients.

2. Management will collect the donated vacation hours into the pool, and disburse them as additional hours to the normal paychecks received by negotiating team members. This process will be separate from the timecard-payroll online system, and will rely on electronic Excel spreadsheets; no cost center will be needed for the purpose. After each payout from the pool, HR will provide to the Union an accounting of the hours disbursed and the hours remaining in the pool, including the balance remaining of each donor’s pledged hours.

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

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

   a. A signed authorization from all RN donors, modeled on the Swedish Medical Center Vacation/Annual Leave Donation form language, with the
additional clarification that the donor is entering an agreement with the Union and also authorizing Swedish Medical Center to debit the donated hours from the RN’s vacation bank. The authorizing language on the Union’s petition reads as follows:

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

* Hours not needed by nurse negotiators will not be charged.

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

b. An Excel spreadsheet of all donors, the page and line number of their signatures, employee identification numbers, and the number of hours authorized for donation (minimum of four [4] hours) will be provided to the Employer. Additional columns will be included to show the number of hours approved for debiting for each bi-weekly payout. Data needs to be submitted to the Human Resources Department by the second Tuesday of the pay period for it to be paid on the next regularly scheduled payday.

c. For each payout, Swedish Medical Center will need an Excel spreadsheet of all negotiating team members who are to receive payments from the pool, employee identification numbers and the number of hours to be paid. This must be received in payroll by noon on the Thursday before the end of the PP. For future negotiations, the Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods. There will be no individual exceptions for requests for payouts which do not meet this deadline. The biweekly payouts will continue as long as needed to cover all bargaining dates, or until the pool is depleted.

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

a. Donated time will take priority over the donor’s own time for purposes of vacation requests.

b. Donated hours will be paid out as hours, and will not be converted to dollars prior to payout.

c. The Union will work with the Swedish Medical Center payroll manager to format the Excel spreadsheets.
d. Donated time will be charged against the negotiating team member’s home department.

22. **Recognition for Patient Care Employees Who Become RNs.** The following understanding shall apply to an employee’s base pay adjustment when a Swedish employee becomes licensed and transfers from one patient care job classification to a registered staff nurse position. In such case, the employee will be placed at the base rate of pay on the RN wage schedule. If the employee’s prior wage rate was higher than the RN base rate, the employee will be placed on that step of the RN wage schedule that is closest to the employee’s prior wage rate and provides for an increase in rate of pay, providing that in the opinion of the Employer the employee has substantial and relevant professional or technical skills in another patient care job classification. Only experience at Swedish will count in this determination. This provision does not apply to external hires. The employee will move to the next longevity step upon completion of 1664 hours of work or twelve (12) months from the transfer date, whichever comes last (Section 5.10)

23. **Union Organizing.** Absent unexpected circumstances, Swedish Medical Center’s (Swedish Medical Center) philosophy is that on occasions where non-represented employees seek representation by SEIU Healthcare 1199NW, each employee in the group being organized is given the opportunity to make an informed decision through a voting process as agreed upon by both Swedish Medical Center and the Union. Swedish Medical Center and the Union will determine the appropriate bargaining unit. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.

24. **Paid Release Time for Negotiations.** For contract renegotiation occurring in the year 2014, Swedish Medical Center will provide one thousand four hundred (1440) hours of paid release time for the Union’s negotiating committee. These monies are intended to supplement the bargaining unit’s vacation donations to negotiating team members.

25. **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.

26. **Accumulation Cap on Pay Check.** Effective no later than the first pay period in January 2005, the employee’s maximum two times (2x) accumulation cap will be displayed on the employee’s pay check.

27. **Right to Delegate or Interpreter.** Failure to notify an employee of their right to a delegate or interpreter (Article 6.3) shall not be grounds for a reversal of discipline, nor may it be the subject of a grievance.

28. **Request for Removal of Discipline.** Employees requesting the removal of discipline per Article 6.3 will submit the “Removal of Discipline” form to his or her manager. The manager will record the decision on the form within 30 days, including their reasoning if the request is rejected,
and return the form to the employee, with a copy to Human Resources. The form will not become part of the employee’s official file.

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

30. Completion of LMROC Work. The LMROC committee will meet to review and finish the Bargaining Unit Restructure Process (BURP) guidelines. Timeliness will be added to the existing guidelines. In the case of closures or service eliminations, the employee input discussion will include a broader group of those affected by the change and may happen simultaneously with the Change Process Team implementation goals. The LMROC group will also establish a roll out and training process and a plan for evaluation, prioritizing those areas considering change. All restructures after ratification will utilize the BURP guidelines. The evaluation and future restructure process discussions may take place in the ABC committee.

31. High Risk Shifts. A recent study found that with increased exposure to hospital nurse staffing that falls below targeted levels, patient risk of mortality increases. The study also found higher mortality associated with higher than typical patient turnover on nursing units. Targeted staffing and actual staffing was measured at the nursing unit level for each day and shift of care, and the number of shifts each patient experienced where actual staffing was a full FTE (one whole RN for the whole shift) below target were counted. Patient turnover is a measure of the volume of patient admissions or discharges from the unit, including transfers to or from other units in the hospital.

As part of our joint commitment to staffing effectiveness and patient safety, the campus based staffing committees will conduct a 12 month pilot study on a medical surgical unit on each campus of Swedish Medical Center. These units will be the SOI at First Hill, 6E Rehab at Cherry Hill, and 4S at Ballard.

32. Pilot Study. On a monthly basis, measure and track “below target shifts” on each pilot unit. “Below target shifts” are identified as those shifts in which the actual numbers of RN hours are less than the number of RN hours that were scheduled for that shift by 8 or 12 hours, whichever is a “full shift” on that unit. Pilot units that report 15% or greater of shifts as “below target shifts” in their monthly report will be identified for immediate analysis and correction.

On a monthly basis, measure and track “high turnover shifts” on each pilot unit. “High turnover shifts” are identified as those shifts in which the admissions, discharges and transfers are greater than the baseline average from 2011. Pilot Units that report 15% or greater of shifts as “high turnover shifts” in their monthly report will be identified for immediate analysis and correction.

At the end of the twelve (12) month pilot the campus committees will report to the joint oversight committee, which will determine whether to expand the pilot study.
33. Cath Lab and EP Lab Floating Workgroups and Applicable Floating Premium(s).
Within three months of ratification of this agreement, management, Cath Lab and EP Lab staff selected by the union will form a task force. This task force shall:

- Research and analyze best practices for utilization of staff between EP and Cath labs.
- The committee will discuss a staffing/skill mix/floating model that will best support patient safety.
- The committee will also discuss the appropriate configuration of Floating Workgroups 31 and 32, and the associated premiums.
- Floating Workgroups 31 and 32 will remain as currently configured until the committee review is complete. After which, the configuration of these two work groups will become a subject of negotiations.

34. Mandatory Low Census Fund Hours.
1) Current contract language will remain in each contract for low census hours, including the caps as well as not utilizing the fund for mandatory education in the RN contract.
2) During 2012, RNs will be allowed to utilize the low census fund for mandatory education time.
3) In 2012 there will be no low census fund caps.
4) In January of 2013, the ABC committee will review the mandatory low census hours used for mandatory education throughout 2012 and will discuss increasing the mandatory low census fund for RNs to adjust for the increased hours.
5) If an agreement cannot be reached on the appropriate low census fund hours for the RN contract, current contract language will remain and will apply from February 1, 2013 and thereafter.
6) If Service and/or Tech low census hours are within range of hitting the cap in 2012, that data will be included in the ABC committee review for purposes of discussing an increase to the cap.

35. Guidelines for Implementing Low Census (ASD’s). Examples of Low Census/ASD’s:
1. ASD’s are given for the entire shift (applies to regularly scheduled shifts).
2. ASD’s are given for part of the shift with the understanding that the employee will report to work at the designated time (Example: 12 hr night shift, ASD given from 7pm to 11pm, then employee reports to work at 11 pm for the last 8 hours for the shift.)
3. ASD’s are given for part of the shift and stand by given for part of the shift (i.e. for a 12-hour night shift RN is ASD’d for the first 4hrs and placed on stand by and receive standby pay for the last 8 hrs). The RN has the ability to voluntarily accept or decline the request for low census/standby. If the RN declines the standby, they may be requested to work the designated hours and the opportunity for standby status would be given to someone else. If the RN is called in from low census/standby the tune worked is paid at time and one-half.

Once an employee goes to standby status it is for the home unit only, not for the house.
Every effort will be made to notify the RN for the need for low census as early as possible prior to the start of the shift but not later than the 1 hour prior to the start of their shift (i.e. 6am for a lam start time).

NOTE:

- Staff inquiring or requesting an ASD will contact the charge nurse on their home unit, not the NRO.
- Final communication, before granting an ASD will come from the NRO and administrative supervisor and will be communicated to the charge RN before the notification time. ASD time is managed by the unit.
- The charge nurse will communicate the unit’s ASD plan back to the NRO.

36. **Joint Process Improvement.** The Employer and the Union have a strongly shared interest in achieving the most efficient operation possible that delivers high quality patient care and services. The parties agree that within the first three (3) months after ratification of the new Agreement, the ABC Committee will discuss how best to harness the creativity and knowledge of employees in this review. In making this assessment, the parties will recognize any existing efforts or programs at SMC in order to minimize any overlap or redundancy with those efforts.

37. **Patient Lift Team Pilot Study Program.** The parties have a mutual interest in increasing patient and employee safety. The Employer and Union will design a pilot program involving the use
of a Lifting Education and Assistance Team ("LEAT") at the First Hill campus. The LEAT team will assist staff with safe patient handling, and while doing so will educate and train the staff. The pilot program will last for one year following a 60 day LEAT team training and start up phase. The parties will develop a methodology to assess whether LEAT has sufficiently improved patient and employee safety, and will evaluate the financial return on investment of the program. Thereafter, the determination of whether to continue LEAT will be made by the Employer.

38. **Rest Breaks.** The parties are committed to ensuring that all employees have the opportunity to get their rest breaks. Within six (6) months of the ratification of the Agreement, Swedish will implement an electronic means for tracking missed rest breaks at the end of an employee’s shift.

Within three (3) months of ratification of this Agreement, each department will develop a rest break plan that will be used in that department to ensure employees get their rest breaks. Unless there is an established procedure already in place that allows breaks to be taken, rest break plans will be developed in the unit based staffing committee where one exists, or in a rest break committee co-chaired by a Union-appointed member and by the unit manager or designee.

Each Department’s rest break plan will be reviewed and approved by the ABC Committee. Thereafter, the ABC Committee will evaluate whether the existing plans in each Department are working, and if not, recommend changes to the Department. The ABC Committee may also recommend alternatives that may or may not cross Departments. In making this evaluation, the ABC Committee shall have access to information generated by Kronos.

39. **Choice Period.** The parties are working with the IRS in order to achieve a mechanism that will allow employees to switch from the defined benefit plan to the defined contribution plan. Assuming confirmation from the IRS, employees in the defined benefit plan will be provided an opportunity to switch into the defined benefit plan, and each employee making that choice will receive a one-time contribution of $2400 from Swedish into their defined contribution plan account.

40. **Lump Sum Calculation.** The lump sum payments provided for in the Agreement shall be calculated as follows: Hourly rate (in effect on the date of the lump sum) x 2080 x FTE x Lump Sum Percentage = lump sum. The November 7, 2011 lump sum will be pro-rated for Employees hired between 7/1/11 and 11/7/11. The December 1, 2013 lump sum will be pro-rated for employees hired between 8/1/13 and 12/1/13.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

___________________________________
Kevin Brown, Chief Executive Officer

___________________________________
Diane Sosne, RN, President

_______________________________ (Date)  ______________________________ (Date)
MEMORANDUM OF AGREEMENT #1
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
ADDITIONAL FACILITIES

LETTER OF UNDERSTANDING

Swedish Medical Center unless superseded by law agrees that:

(a) if Swedish Medical Center builds or opens a new facility in King County and Swedish Medical Center is the legal employer of the employees, the employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement. If the new facility is outside of King County, the Employer will recognize the Union for those employees who perform the same or similar work to that which is covered by this Agreement, and will promptly meet to bargain a new agreement covering those employees, or include them in this Agreement by mutual agreement;

(b) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by SEIU Healthcare 1199NW, the Employer will recognize the Union for those employees and the employees will continue to be covered by the terms of their existing Agreement;

(c) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented, the Employer will cooperate fully with the Union to determine promptly and efficiently whether accretion is appropriate under established principles of labor law, and if so, to effectuate it. Following an accretion the parties will promptly meet to bargain any outstanding issues;

(d) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented and an accretion is not appropriate, the parties agree to be bound by the Memorandum of Agreement Election Procedures Agreement. In the event the Union files a representation petition with the NLRB, Swedish Medical Center will agree to have the case processed through the NLRB Consent Election procedures;

(e) The preceding provisions apply to Swedish Medical Center employees of any facility which becomes part of the Swedish Medical Center healthcare operations during the term of this Agreement, including but not limited to a hospital, urgent care facility, clinic, or ambulatory surgical center. These provisions do not apply to the operation of a facility for which Swedish Medical Center is 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;
   b.) Swedish Medical Center will provide the Union with access to non-work areas of its facilities for the purpose of communicating with employees on non-work time; and
   c.) Swedish Medical Center will provide supervisors for employees covered by the petition with written notification of Swedish’s commitment contained in Section 1 of this Neutrality Agreement.

3. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Should the parties be unable to agree upon an impartial arbitrator, then the impartial arbitrator shall be chosen from a list of seven (7) arbitrators submitted by the American Arbitration Association, pursuant to its rules for expedited arbitration, upon the written request of either party. The parties shall request that the list of arbitrators contain only names of individuals familiar with labor law and with experience in the field of arbitration. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the parties. Each party shall pay
its own counsel. The arbitrator’s authority shall be limited to resolving the dispute, and issuing a cease and desist order, or other forms of injunctive relief, but does not include delaying, postponing or otherwise affecting the normal NLRB election process.

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

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL
AND HEALTH CARE EMPLOYEES UNION

___________________________________
Kevin Brown, Chief Executive Officer

_____________________________________
Diane Sosne, RN, President

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Date  Date
MEMORANDUM OF AGREEMENT #2
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
HEALTHCARE RETIREMENT FUND

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

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

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

SWEDISH MEDICAL CENTER

Kevin Brown, Chief Executive Officer

Date

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

Diane Sosne, RN, President

Date
MEMORANDUM OF AGREEMENT #3
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
SWEDISH EDMONDS/SMC EMPLOYMENT TRANSITIONS

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

1. Current employees seeking employment between SE and SMC may inform the hiring manager at the facility for which they have applied for employment that they have applied and are currently employed at a SE/SMC facility. Hiring managers informed on a timely basis will make a good faith effort to give the current SE/SMC employee preference over external applicants, but not over internal applicants.

2. The employee must complete an employment application at the new entity and must satisfactorily complete all applicable forms and assessments (licensure verification, background checks, review of possible Healthcare Sanctions, etc.) typical to any new hire.

3. The employee must be in good standing with no corrective action within the previous year. Corrective action occurring more than one year prior may be considered in making employment decisions, if considered relevant by management. Examples of corrective action include documentation of the following: verbal warning, written warning, final written warning, suspension, last chance agreement.

4. References between SMC and SE will be shared between entities. The type of information that will be shared will be information related to an employee’s skills, ability, experience, past performance and/or quality of work; corrective action received while employed; and any illegal or wrongful act an employee committed that may be relevant to employment. All information obtained will be used to make hiring decisions.

5. Employment with the prior entity must be completely terminated before employment can begin at the new entity.

6. Employees are subject to a new probationary period at the hiring entity.

7. Employees transitioning between SE and SMC will maintain their original hire date from the prior entity.

8. Union employees will retain their full seniority, recalculated (if necessary) according to the seniority definition in the collective bargaining agreement of the bargaining unit into which they are being hired, subject to any of its terms and conditions under which seniority would not be fully credited based on moving from one job classification to another (such as NAC to RN).

9. Employees will need to re-enroll for all applicable benefits (e.g., medical and dental coverage) and will be covered according to that organization’s plan provisions.

10. Sick leave/vacation accruals will be carried over from one organization to the next. Annual leave/vacation accruals must be cashed out at the time of transfer per entity (SMC or SE) restrictions and guidelines. However, future accruals will be at the rate corresponding
with the original hire date.
11. All other usual new hire benefits, policies, practices not covered in this LOU apply as they would for any other new hire.

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SWEDISH MEDICAL CENTER

___________________________________
Kevin Brown, Chief Executive Officer

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Diane Sosne, RN, President

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Date

_______________________
Date
MEMORANDUM OF AGREEMENT #4
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
GUIDELINES FOR ACQUISITIONS – EMPLOYEES

In the event Swedish acquires another clinic, hospital or organization, and some/all of the employees will be accreted into the existing SMC bargaining agreements pursuant to Section C of the Additional Facilities LOU, SEIU Healthcare 1199NW and Swedish agree that so long as the following guidelines are applied with respect to that acquisition, no effects bargaining will be necessary. In the event that there are exceptional circumstances not addressed in this agreement that make it appropriate or necessary to deviate from the following terms and conditions of employment and/or any other deviation from the existing applicable Collective Bargaining Agreement, Swedish will agree to bargain those terms and conditions with the union prior to them being finalized and implemented.

Standard New Hire Terms and Conditions for Acquisitions

Unless and only if noted below, all new hire terms and conditions will apply as outlined in the applicable Collective Bargaining Agreement (CBA).

1. New Hires
   a. All new hire terms and conditions for employees in positions that are the same or have substantially similar job duties and responsibilities as those covered by a SMC CBA will apply as outlined in the applicable CBA, unless otherwise noted herein.

2. Union Recognition
   a. Employees in positions that are the same as those covered by a SMC CBA will be accreted into the appropriate bargaining unit and covered by the same terms and conditions as outlined in the CBA.
   b. If a position exists at the other employer that is not currently in one of our bargaining units, HR will review the job for proper classification and set a wage scale. This will be subject to review with the union.

3. Employment
   a. Employees will not be required to reapply or re-bid for their positions in order to be considered an employee of SMC. However, all applicable new hire paperwork must be completed.
   b. Standard new hire background checks will be completed for all new employees by SMC HR (e.g., Washington State Patrol Criminal History Background Checks; Licensure verifications, etc.).
4. **Probationary Period**
   a. Employees currently in a probationary period will have the same probation ending date as their current end of probation date with his or her current employer. However, this will not prevent SMC from determining that an employee’s probation period should be extended, as provided by the applicable CBA.

5. **Hire Date and Seniority**
   a. Employees’ most recent hire date with their current employer will be honored and established in SMC.
   b. Employee’s seniority will be honored by SMC.
      i. An appropriate formula to determine hours of seniority will be developed by human resources and reviewed with the union.

6. **Union Membership**
   a. Anyone that becomes an employee of SMC covered by the collective bargaining agreement as part of an acquisition shall, as a condition of employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

7. **Compensation**
   a. Employees will be compensated as if they were continuously employed with SMC for their time with their previous employer at one for one years of service credit for experience. Credit for past experience from employment prior to their most recent employer will be credited at the applicable rate:
      i. For Technical and RN employees the collective bargaining agreement language and hiring practice are one for one credit for past experience.
      ii. For Service employees the hiring practice is the same as the past practices for SMC Service & Maintenance new hires
      iii. All employees will have the opportunity to appeal their recognized credit for past experience and submit additional documentation.
   b. The wage progression (step/longevity) counter will be set based on the anniversary date of their last increase, if one was given within the last 12 months. In the event there was no increase in the last 12 months, the wage progression (step/longevity) counter will be set based on the employee’s anniversary date of hire, as per 5A.

8. **Annual Leave**
   a. In the event the employee’s current employer does not cash out employees’ vacation hours, SMC and SEIU will meet to negotiate on this item.
   b. Annual Leave accrual level will be based on the employees recognized hire date established in the SMC system (as based on the employees most recent hire date with the other organization).
   c. Approved vacation schedules will be honored.
d. Where vacation hours were cashed out, unpaid leaves will be acceptable for one year after the effective date, subject to existing contract language for approvals of time off.

9. Sick Leave
   a. All employees’ accrued but unused sick leave benefits will be credited to their SMC sick leave banks with an equal number of hours subject to the position’s maximum accrual. Employees will begin accruing sick leave hours at the appropriate contractual accrual rate.
   b. In the event the employees have hours in an extended illness bank, those hours will be transferred into their new sick leave bank.

10. Retirement Benefit Vesting
    a. Employees’ most recent hire date will count for purposes of vesting, subject to the provisions of the applicable retirement plan document.

11. Transition Team
    a. In the event the union identifies changes to working conditions not covered herein, it may be requested that a Transition Team be formed to work through changes in working conditions. The team will be made up of staff representatives selected by the union and management representatives selected by management (which may include non-contract employees where appropriate as determined by management) and will meet with Management to discuss working conditions.

SWEDISH MEDICAL CENTER

_______________________
Date

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

_______________________
Date

Kevin Brown, Chief Executive Officer

_______________________

Diane Sosne, RN, President

1 In the event the employees are covered by a PTO plan, the formula used to un-bundle their sick leave will be developed by Human Resources and reviewed with the Union.
MEMORANDUM OF AGREEMENT #5
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
AFFILIATION WITH PROVIDENCE HEALTH & SERVICES

On October 5, 2011, Swedish announced plans to form an innovative affiliation with Providence Health & Services that will include all of Swedish’s operations in King, Snohomish and Kittitas counties and all of Providence’s operations in King, Snohomish, Thurston and Lewis counties (the “Affiliation”). Swedish and Providence signed a memorandum of understanding, are working on the details of the proposed Affiliation as well as seeking regulatory approval for the Affiliation.

1. In the event the Affiliation is approved and finalized, Swedish agrees as follows:

   A. Following the effective date of the Affiliation (the “Effective Date”) Swedish bargaining unit employees will still be employed by Swedish.

   B. The collective bargaining agreements between Swedish and the Union (collectively the “CBA’s”) will remain in full force and effect after the Affiliation;

   C. Implementation of the Affiliation on the Effective Date will not impact the position, FTE, unit, shift and schedule of all bargaining unit employees;

   D. Implementation of the Affiliation on the Effective Date will not impact the seniority, accrued benefits, accrued benefit levels or accrued benefit plan credits (such as for copayments, coinsurance, deductibles, out of pocket maximums, waiting periods, etc) of all bargaining unit employees;

   E. Implementation of the Affiliation on the Effective Date will not impact employee eligibility and vesting under applicable benefit plans, including but not limited to medical and retirement plans;

2. The parties agree that for purposes of the CBA’s, Providence and Swedish are separate employers.

3. Swedish is not contemplating altering or changing the existing bargaining units as a result of the implementation of the Affiliation.

4. The parties agree that after the Effective Date of the Affiliation and implementation of Section 1 above, all of the matters referred to in Section 1 will be governed by the CBA’s and applicable labor laws.

5. Swedish will not seek to convert its retirement plan(s) to church plans. In the event that the plan is ever considered to be a church plan, it will also be required to make the one-time election
under IRC Section 410(d) (26 U.S.C. Sec. 410(d)) to be covered under the provisions of Titles I and IV of ERISA and the relevant provisions of the Internal Revenue Code.
MEMORANDUM OF AGREEMENT #6
Between
SWEDISH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
PER DIEM ELECTION AGREEMENT

The Parties, SEIU Healthcare 1199NW ("Union") and Swedish Medical Center ("Swedish" or "Employer") enter into the following Election Procedure Agreement (EPA) for per diem technical and service employees working at Swedish Medical Center.

1. Notice

The Union shall provide to the Employer in writing a “Notice of Intent” in order to commence organizing per diem employees at the Employer. The notice shall identify the bargaining unit of the per diem employees that the Union is seeking to represent.

2. Notice List

Within five (5) business days (Monday through Friday, excluding holidays) of receipt by the Employer of the Union’s Notice of Intent, the Employer shall provide the Union with an Employee List for the requested per diem employees, in electronic format. The list shall contain for each employee, name, job title/department, shift (where applicable), facility, home address, and hours worked per pay period for the previous four pay periods.

3. Request for Election

Within ninety (90) days from the Employers receipt of the Union’s Notice of Intent, the Union shall provide to the Employer in writing a “Request for Election” (separately for Service and for Tech Units) when the Union seeks an election to determine whether the per diem employees wish to be included in the applicable existing bargaining unit(s). After ninety (90) days, if the Union has not provided the Employer with a Request for Election, the Union will withdraw its Notice of Intent, and may not submit another Notice of Intent for the bargaining unit named in the previous Notice of Intent for a period of at least twelve (12) months from the date of withdrawal.

4. Voter Eligibility

All employees who are employed on a per diem basis in the requested unit, who are on the active payroll as of the payroll period immediately preceding the date of the Request for Election and who are still on the payroll at the time of voting and who have worked an average of eight (8) hours per pay period in the seven (7) pay periods preceding the date of the Request for Election shall be eligible to vote. The eligibility list will be provided to the Union in electronic format within three (3) business days of the submission of the “Request for Election.”

5. Election

The parties agree that no minimum showing of interest is required to proceed to an election. If the Union files a petition with the NLRB for an election for per diems in either the Service or Technical
units and it is accepted as valid, the Employer shall agree to an expedited union election process to be conducted within fifteen (15) calendar days by entering into a NLRB consent election agreement. The Employer agrees to submit an Excelsior list to the NLRB, and to mutually agree with the Union for a date, time and place(s) for the election (or, by mutual agreement, to utilize a mail ballot election), within two (2) business days of the consent election agreement being filed.

If the NLRB does not accept the Union’s petition, the Parties agree to enter into a private election with a neutral third party to conduct the election within 15 calendar days. The Arbitrator shall be empowered to decide any disputes over the date or time of the election.

Following the election if a majority of the employees voting elect to be included in the applicable existing collective bargaining unit, the parties will promptly meet to bargain any outstanding issues and determine how best to incorporate the per-diems into the applicable bargaining agreement. Also, following the election if a majority of the employees voting elect to be covered by the applicable existing collective bargaining agreement all per diem employees shall be included in the bargaining unit shall become and remain members of the Union consistent with the parties historical practice on membership.

6. Standards of Conduct

Swedish, including its administrators, supervisors, agents and 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 Swedish to the selection by employees of the Union. Swedish may provide information to an employee when requested by the employee regarding the employee’s rights under federal law, may respond to factual inaccuracies should that occur, and may answer any other related employee question without offering an opinion for or against union representation.

7. Management Communication

Within five days of the Employer’s receipt of the Union’s Notice of Intent, representatives of the Employer shall make an announcement to all SMC managers with responsibility for per-diems and to per diem employees included in the Notice of Intent, to include the Standard of Conduct provision in section 6. The Employer will post and distribute in the manner by which Employer-wide memoranda are normally distributed but at a minimum it will be posted and emailed to all employees described in the Notice of Intent. The Union will be provided a copy of the communication upon request.

8. Access

Within twenty-four hours of the management communication the Employer will provide the Union with access to non-work areas (as consistent with existing practice) for the purpose of communicating with employees on non-work time. Organizers will conduct themselves in a manner that respects employees’ rights and in no way interferes with patient care delivery or services.
In accordance with Swedish policy, the Union may use designated meeting rooms of the Employer for meetings, providing sufficient advance request of the facility is made through the Human Resources Department in accordance with Swedish policies and procedures and space is available.

9. Arbitration

If the parties are unable to resolve a dispute arising under the terms of this agreement, either party may submit the unresolved dispute about compliance with or construction of this Agreement for final and binding resolution by a mutually agreed permanent arbitrator selected for deciding any dispute under the Agreement. The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. All such disputes shall be resolved within fourteen days of submission of the issue, unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within twenty-four hours of the submission of the issue to the Arbitrator. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the Arbitrator.

10. Costs Associated with Arbitration

Each party shall bear one-half of the fee of the arbitrator. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of the party’s case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

Kevin Brown, Chief Executive Officer

Diane Sosne, RN, President

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