### **Swedish Chaplains**

# **Memorandum of Understanding**

On January 12, 2023, the National Labor Relations Board certified the results of a secret ballot election with respect to the following group of Swedish Medical Center (SMC) caregivers:

All full-time, regular part-time and per diem chaplains employed by the Employer at its Seattle and Issaquah Washington facility; excluding all other employees, managerial employees, non-professional employees, office clerical employees, confidential employees, and guards and supervisors as defined in the Act.

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

 Pursuant to the January 12, 2023, Certification of Results for Case No. 19-RC-307730, SMC agrees to include the Chaplains employed at Swedish Medical Center in the SMC Technical Bargaining unit and unless otherwise specified in this MOU will extend all the terms set forth in the SMC Technical CBA to the newly represented bargaining unit members.

#### 2. Seniority

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

#### 3. Recognition Language

 a. SMC Article 1.2 of the Tech CBA shall be revised to reflect inclusion of Chaplains, as follows:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees in professional classifications, including, but not limited to, Maternal Fetal Specialty Center Social Worker, Clinical Social Workers Case Management Relief, Clinical Social Workers Case Management, Counselors, Pharmacists, Pharmacy Buyers, Dietitians, **Chaplains**, and any other professionals employed by the Employer, excluding all registered nurses, other professional employees, non-professional employees, and guards and supervisors as defined in the Act. In the event other professional employees agree to union representation through the election procedure in this Agreement, the Employer

will in good faith discuss appropriate placement of such classifications under either the Technical Unit or a new Professional Unit.

4. [NEW] **Article 5.9 Chaplains and Non-Certified Chaplains.** Certified Chaplains will be required to either possess Board Certification in Chaplaincy on their date of hire or obtain Board Certification in Chaplaincy within three (3) years of their date of hire. Once obtained, Certified Chaplains will be required to maintain Board Certification.

Non-Certified Chaplains will not be required to possess or obtain Board Certification in Chaplaincy. Caregivers in the Non-Certified Chaplain will ordinarily serve in part-time, per diem, after hours or relief roles.

Through June 1, 2024, Non-Certified Chaplains performing in a relief capacity for a position normally held by a Chaplain will be eligible to receive Chaplain compensation, as outlined in Attachment A, if they are assigned to any single relief role for more than sixty (60) consecutive working days. After June 1, 2024, any Non-Certified Chaplain assigned to perform in a relief capacity for a position normally held by a Chaplain will be eligible to receive Chaplain compensation, as outlined in Attachment A.

5. **Article 9.2.5 Multi-Campus Units.** The following units are required to float across campuses between First Hill and Cherry Hill: Cath Lab, Cherry Hill Interventional Radiology, and EEG Lab/Epilepsy monitoring staff, Pulmonary testing, and Anesthesia. The following units are the only units required to float between all campuses: Sleep Lab and-Echo, and Chaplains.

# 6. Placement on the Wage Scale - Placement on the Wage Scale -

- a. Effective the second full pay period following execution of this MOU, members covered by this MOU will be placed on the wage scales in Attachment A at the rate closest to their current rate without a reduction in hourly wage.
- b. Within thirty (30) days after the initial scale placement, if applicable, the caregiver will have their scale placement adjusted based on years of relevant experience, consistent with Article 11.3, not to exceed a six percent (6%) increase from the initial scale placement..
- c. Effective the second full pay period following December 3, 2023, caregivers below the appropriate scale placement based on their relevant years of experience will have their scale placement adjusted to the step reflecting the caregivers' years of relevant experience in accordance with the terms of Article 11.3.
- d. Members will have sixty (60) days from when they receive notice of their step placement, as outlined in Paragraphs 6.b and 6.c, to request that they be placed at a higher step based on their years of relevant experience in comparable jobs.

- For each request received the Employer will determine within thirty (30) days whether an upward adjustment in step placement is warranted. The effective date for implementing such an adjustment will be the second full pay period following the determination of each request.
- e. If, the after the step placement outlined in 6.b and 6.c, and any applicable experience credit adjustment outlined in 6.d, caregivers covered by this MOU do not receive an increase totaling 4%, their increase will be adjusted to 4%. This adjustment will occur in the second full pay period following the final step placement adjustment for which a caregiver may be eligible.
- 7. Caregivers covered by this MOU will be eligible for a 2% across the board increase the first full pay period following March 1, 2024.
- 8. Chaplains covered by this MOU shall be eligible for premium rates set forth in Article 11, as applicable.
- 9. **Ratification Bonus.** The second full pay period following ratification of the Memorandum of Understanding by the Union, the Employer will provide a ratification bonus of \$1000, prorated by FTE, to Chaplains who will be covered by the SMC Tech CBA, except that per diem Chaplains will receive a ratification bonus of \$250.
- 10. Except as specifically identified in this MOU, all other provisions of the SMC Tech CBA will remain unchanged.

# **Acknowledged and Agreed**

Swedish Medical Center	SEIU Healthcare 1199NW, Hospital and Healthcare Employees Union
Melley	Don
Melody Zhang, CHRO	Jane Hopkins, President
Date	Date
12/11/2023	12/15/2023