



December 8, 2025

To: Linda Burbank, WSNA Union Representative

From: Jay Sandel, VP Patient Care Services & ACNO

CC: Andrew Mullenix, Sr. Director Hospital Operations

**Re: Grievance Response, Step III – Critical Care Transport**

The grievance filed October 7, 2024 alleges a violation of the WSNA contract Preamble, Article 5.5, Article 5.6, Article 6.3, Article 7.7, Article 9.11, Article 14.4 and Article 14.6. The Step III grievance meeting occurred on September 23, 2025. Attending were Roberto Velasco, Grievant; Cody Ian, previous Critical Care Transport RN; Jay Sandel, VP Patient Care Services & Associate Chief Nurse Officer, Andrew Mullenix, Sr. Director Hospital Operations; Linda Burbank, WSNA Representative and Kaycee Barber, People Operations.

At issue during this meeting was whether Seattle Children's (SCH) impacted working conditions for the Critical Care Transport team (CCT) by expanding operations to additional locations.

WSNA asserts that Seattle Children's has violated multiple contract articles by expanding operations. SCH disagrees with this assertion as outlined in Article 17 "Management Responsibilities" and the outlined explanation of each article below. In alignment with "Article 17 Management Responsibilities: The Association further recognizes the right of the Employer to operate and manage the Employer including but not limited to the right to require standards of performance and to maintain order and efficiency; *to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities;* to determine whether the whole or any part of the operation shall continue to operate;" *[emphasis added]*. SCH has implemented locations that facilitate efficiencies in providing more effective patient care by utilizing existing locations for staffing assignments. The CCT profile is not changing, the intent is to do the same work at multiple locations. This allows SCH to be where the patients are at allowing for quicker access to patients. The CCT team will continue running the same staffing model, with a team at each location. During the Step III grievance meeting, WSNA acknowledged that SCH has engaged in collaboration with impacted nurses to address most of the concerns related to the expansion of base locations.

**Article 5.5 "Parking."** "On call nurses and nurses whose shifts begin or end when shuttle service is not available shall be provided parking on campus, if space is available. Until the expiration of the 2022-2025 Collective Bargaining Agreement, nurses with twenty-five (25) or more years of tenure with the Employer will be eligible to park on campus staff parking locations." Each location that SCH operates for CCT has parking available for employees to use. In the North and South locations, there is on-site parking for no charge. The parking arrangements at each location do not violate the collective bargaining agreement language noted in Article 5.5 "Parking". WSNA stated their were safety concerns with the parking arrangements at out base locations however did not offer examples of what concerns remained. These out base locations currently employ other WSNA nurses, that also park in these lots. Specifically at the North out base, there is a secure lot with plenty of space to allow for parking. At south, there is also a lot of space and both areas are only daytime operations at this time.

**Article 5.6 "Floating"** "Multi-Campus Floating. If a nurse is scheduled (on a posted or published work schedule) to work at one campus and is assigned to perform work at a different campus with less than four (4) hours' notice, a



premium of one dollar (\$1.00) per hour shall be paid 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 for the remainder of the nurse's shift". SCH will follow the contract regarding "floating" and specifically Multi-Campus Floating if nurses are changed to work at a different location than what's listed on the posted schedule. During the Step I grievance meeting, it was noted that the North location is 29.1 miles from Central and South is 15.6 miles which could be "beneficial for some, but not for all". For the workforce that lives closer to these locations and schedules accordingly, this can reduce commute time and may reduce fatigue due to less travel time. Once assigned to a location on a posted schedule, that would be the location in which an employee starts and ends their shift. CCT has established base assignments for all members of the team. With this, each individual chose a base that aligned with their preference. These assignments will be published on the posted schedule in accordance with contract. In the case where a nurse is scheduled to work at one campus and is assigned to perform work at another with less than four hours' notice, they will receive \$1.00 per hour for multi-campus float. This is not a change in practice, nor does it violate the collective bargaining agreement.

As discussed in the Step I grievance response, per the CAMTS Accreditation Standards, the 2-hour commute time defining a "remote" base is for times when shifts of more than 24 hours are implemented. Per Addendum B Twelve (12) Hour Shift Schedule: "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 the rate of time and one-half (1 1/2)." SCH already adheres to this contract language. In addition, they currently have the option to come in the equivalent time late for their next shift (if they are held over 4 hours they come in 4 hours late). This practice is not new, and has not changed with the addition of locations.

**Article 6.3 "Reduction in Force (Layoff)"** "A reduction in force shall mean a permanent or prolonged reduction in the number of nurses employed by the Employer." SCH is not implementing a reduction in force; SCH is working to expand operations and improve efficiencies. **New and additional FTEs were previously approved through SCH to continue this growth in operations.** This Article is not applicable to the grievance as it's presented.

**Article 7.7 "Meal/Rest Periods"**. "Nurses shall receive an uninterrupted unpaid meal period of one-half (1/2) hour for every shift longer than five (5) hours; on any shift longer than ten (10) hours, the nurse is entitled to an additional meal period and nurse shall not go more than five (5) hours without the opportunity for a meal period. A nurse working a shift that entitles the nurse to more than one meal period may waive the second meal period and the timing requirements pertaining to the first meal period. If the nurse does not waive the second meal period, the additional half hour will be added to the end of the nurse's shift. A nurse may revoke the waiver at any time. Nurses required to remain on duty or in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses required to work during the meal period shall be compensated for such work at the appropriate rate. Nurses shall receive an uninterrupted paid rest break of fifteen (15) minutes in each four (4) hour period of work." During the month of October 2024, the RNs on the CCT team worked an average of 4 hours per shift. In a 12-hour shift, this would allow them to adequately take their meals and breaks. By locating the staff and teams at the each of the three locations, this will reduce transport times and match patient locations. Over the last 4 years, 54.73% of transport volumes were associated within the Central distribution with an additional 21.53% accounting for the North region and 20.3% distributed South. Accounting for these volumes, distributing staff out to location specific sites allows for more efficient operations and more effective patient care. Currently, staff can "go out of service" for meals and rest breaks, and in addition staff have been afforded the flexibility to take that time when they deemed appropriate. During the Step III grievance hearing, WSNA asserted there was insufficient coverage. SCH disagrees with this assertion. Due to the nature of transport, there are not break coverage models required, with only one team



at each base. SCH has been scheduling meal and rest breaks in accordance with state laws and supporting the teams in being out of service to receive the appropriate meal and rest breaks.

During the Step I Grievance meeting, concerns regarding fatigue and charting time were raised.

- Request for additional charting time when working at an outlying base location since “only one person can be charting at a time” while in transport. This is not a change in practice, to which RN Ian acknowledged agreement that it was the “same function” and not a change from current practice. There is a hot spot in the ambulance that allows for charting while in transit, then upon arrival at the assigned location, there are multiple computers allowing for the remainder of the team to chart.
- Rest/Sleep accommodation requests for individuals working multiple days in a row. This request was clarified to be multiple 12-hour days in a row, not a 24-hour shift. Due to regulatory standards, SCH is not currently able to schedule 24-hour shifts at the outlying base locations, hence no sleep or rest accommodations are available. Additionally, under self-scheduling if an employee does not feel they are able to work multiple days in a row, they are able to self-schedule accordingly. It is not uncommon for employees to work several 12-hour days in a row without the expectations of sleep accommodations.
- Rest between shifts impacting fatigue, including commute time. SCH upholds the collective bargaining agreement requirements for rest between shift and puts forward a good faith effort to end the shift when originally scheduled. Hold over rates at the time of the Step I grievance response have been maintained at 6-7% for the team.

**Article 9.11 “Transport Team Premium”** “The Employer maintains an Independent Transport Team. Nurses who are members of the Independent Transport Team will receive a premium of four dollars (\$4.00) per hour.” WSNA asserts this article only mentions one base, however SCH disagrees with this assertion. In the Step III grievance hearing, WSNA again stated the premium reflected employment for one base location. The intent of Article 9.11 is to outline the premium provided to those on the team, it does not specify how many bases SCH does or does not have. Nor does this article stipulate any other conditions of employment pertaining to this team of nurses.

**Article 14.4 “Staffing and Unit Based Staffing Committee (UBSC).”** “The purpose of the UBSC is to develop a staffing plan for each unit and respond to nurse staffing complaints in accordance with law. This will be achieved through a committee structure on each unit which will receive direction and input from the manager, unit staff and the Conference Committee. Unit managers are responsible for making the decisions for unit-based outcome and the overall direction of the unit.” As mentioned by Leadership in a conversation with WSNA on October 9, 2024, CCT has been asked to participate in UBSC and have historically denied participating. Leadership has been, and will continue to, address staffing complaints as they arise in accordance with contract language and applicable laws. Regarding the grievance at hand, the staffing model is not changing nor has SCH deterred the impacted employees from creating, or joining, a UBSC.

**14.6 “Staffing.”** “Quality of care and the health and safety of patients and nurses are of paramount concern to the Employer and the nursing staff who provide care for our patients. Accordingly, the Employer will comply with applicable staffing laws and regulations.” SCH believes that this implementation of worksite and out base location assignments in the staffing model follows the intent of Article 14.6 “Staffing” and Article 17 “Management Responsibilities.” With base assignment, self-scheduling, the additional approval of FTEs, potential reduction of commute time and reduction of time to get to patients’ quality of care, patient and staff safety will be positively impacted.



Seattle Children's maintains that the Employer has appropriately adhered to contract language in staff assignments and operational decisions. However, In the spirit of collaboration and recognizing that both CCTT RNs and SCH acknowledge the alignment on new bases and agree that the work remains unchanged (not warranting an MOU), we continue to be open to hearing feedback and exploring solutions with currently impacted CCT RNs with the goal and commitment to work together to continue base implementation that enhances care for our patients and community.

In a good faith effort to continued collaboration, SCH on a non-precedent setting basis, and on a non-precedent setting basis only, would like to offer:

1. Base Assignments: SCH agrees to assign RNs to a primary base location based on nurse preference then seniority. An individual could request, with approval from leadership based on operational needs, to work at multiple base locations; this would not result in additional floating pay.
2. Insurance Coverage: SCH currently covers all employees under a basic life insurance plan for an amount equal to each individual's annual pay. Each individual also receives Annual Death and Dismemberment (AD&D) coverage equal to their annual pay. Each, basic life insurance and AD&D, are covered at no cost to the nurse.
3. Base Equipment: SCH agrees that bases will provide a safe, secure working environment. Each base will be equipped with a toilet, shower, sink, refrigerator, and a microwave. Each base will be outfitted with or regularly provided on a quarterly basis with simulation and education materials to allow for continued training. At locations where applicable, Nurses working shifts totaling twenty-four(24)hours will have access to stations with sleeping, rest, and eating areas. Each on-duty (24) hour shift nurse will have a separate sleeping area.
4. Allowance: SCH will continue current practice regarding boot and Nomex gear allowances and purchases.
5. Reassignment. SCH agrees:
  - a. At its discretion, may assign the nurse to work at another Seattle Children's Critical Care Transport Team Base or assign other work related to Critical Care Transport duties or operations. Nurses shall not be reassigned bases until after the nurse has already reported for duty at their assigned base, except by mutual consent. Nurses reassigned bases shall be compensated at their regular rate of pay starting from their original shift start time. Nurses reassigned bases will not be required to travel in their personal vehicles, except by mutual consent. For personal vehicles, Nurses will be reimbursed mileage pursuant to the Employer's policy.
  - b. For all reassignments, the Employer will make a best faith effort to allow staff enough drive time to be included such that they could be back at their original base by their scheduled end of shift. All time after their scheduled end of shifts shall be paid the applicable CBA rate. Delays resulting from transportation between campuses shall not be counted as a dependability occurrence.
  - c. With leadership approval, if there is no other work to do related to Critical Care Transport duties or operations, the nurse may choose to use annual leave to cover the nurse's scheduled work time. If no annual leave accruals are available, the nurse may leave without pay.
6. Time out. Accreditation standards for time out procedures will be followed.
7. Meal Breaks. SCH agrees to an adjustment of CCT RN status to "tethered" for the purposes of meal and rest breaks, placing them on straight 12-hour shifts that automatically pays for their meal periods. This would exclude CCT from any break nurse model coverage in the future.
8. Narcotics. Narcotic boxes and handling will be done in accordance with applicable policy.