

August 13, 2025

To: Linda Burbank, WSNA Union Representative

From: Jaime Rice, Clinical Practice Manager
Kaycee Barber, Sr. People Operations Consultant

CC: Paulene Toussaint, Director People Operations

Re: Grievance Response, Step I – PACU Schedule

This document is in response to the grievance filed June 12, 2025 alleging violation of WSNA contract Preamble, Article 5.8 “Communication”, Article 6.2 “Reallocation”, Article 7.4 “Work Schedules”, Article 7.6 “Ten-and Twelve-Hour Shifts”, Article 7.7 “Meal/Rest Periods”, Article 14.4 “Staffing and Unit Based Staffing Committee (UBSC)”, and Article 14.6 “Staffing.” The Step I grievance meeting occurred on July 30, 2025, 2025. Attending were Surella DaSilva, Gretchen Bjelke, Edna Cortez and Michelle Woronowicz, Grievant; Jaime Rice, Clinical Practice Manager PACU; Linda Burbank, WSNA Representative and Kaycee Barber, People Operations.

At issue during this meeting was whether Seattle Children’s (SCH) unilaterally changed working conditions of the PACU nurses.

During the Step I grievance hearing, WSNA asserted that the schedule changes implemented were retaliatory in nature due to the potential impacts to individual personal lives. SCH disagrees with this assertion. This change is being made with the goal of better aligning our resources with patient volumes and acuity, ensuring we continue to provide safe and effective care. The previous staffing model did not effectively cover the primetime hours or the demands for peak times when RNs are needed most. This will also provide a buffer for unanticipated demands of add-ons and patient holds. Additionally, this change is intended to increase the total number of RNs scheduled per day, allowing more dedicated project time for our charge nurses, Shared Governance team members, and others who need project and/or committee time. The Preamble states “The parties share a commitment to excellence in nursing for the benefit of patients, nurses, and the regional community. They also share the goal of making Seattle Children’s Hospital the best children’s hospital by striving to continually improve the performance of the organization” which these changes strive to achieve. Though WSNA asserts SCH failed to consider the work-life balance impacts on staff by making these changes, SCH disagrees. Leadership understood that there may be impacts to individual lives and were thoughtful in the announcement timeframe and communication. Considering these impacts, Leadership made the announcement over 60 days before the first date of the effective schedule. Additionally, Leadership encouraged individuals to submit a request for FTE change, in alignment with the contract, which allows aggregate changes in FTE of less than .2FTE.

In regard to Article 5.8 “Communication” “The Employer recognizes the importance of hearing nurses’ concerns about their working conditions without fear of retaliation. Nurses who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision” WSNA stated the changes in schedules were only made as retaliation for the submission of ADOs and other concerns. SCH acknowledges the ADO submissions were part of the review that did illicit the schedule changes. SCH studied scheduling data, met with the charge nurses, and reviewed ADOs.

Through this review, Leadership noted that the staffing model did not effectively cover the primetime hours or the demands for peak times when RNs are needed most. The ADO process is meant to create a response to concerns raised, addressing patterns of concerns and adjusting as appropriate.

WSNA asserts that SCH violated Article 6.2 "Reallocation of Staff" by not administering notification to staff and WSNA through this process. SCH disagrees as this change did not restructure the FTE compliment on the unit, the clinical focus did not change, two units did not merge, and the staff mix ration was not restructured. The changes that occurred were made within the established FTE of those on the unit, with no required reduction or increase in FTE. Article 6.2 "Reallocation of Staff" does not outline a notification period, and Article 6.3 "Reduction in Force (Layoff)" requires a minimum 30-day notice prior to implementation. Leadership announced this shift length change with over 60 days' notice to allow individuals to adjust their personal lives.

The announced changes did not violate Article 7.4 "Work Schedule" as a posted schedule was not changed, and the schedule was posted in accordance with contract. Additionally, SCH "retains the right to change work schedules to maintain a safe and efficient operation" as noted in Article 7.4 and Article 17 "Management Responsibilities." The change to 8-hour shifts is not a violation of Article 7.6 "Ten- and Twelve-Hour Shifts" since this is no longer applicable with the adjustment from 12 hour shifts. The changes implemented were within FTE assignments and is intended to reduce the use of overtime resulting in a reduction in burnout for staff. To date in 2025, the missed meal and rest break data shows a miss rate totaling .68% overall. Though WSNA stated there are "insufficient safeguards" for meal and rest breaks, the data does not support that claim.

Article 14.4 "Staffing and Unit Based Staffing Committee (UBSC)" and Article 14.6 "Staffing" were also not violated. As noted in the language, "Unit managers are responsible for making the decisions for unit-based outcome and the overall direction of the unit" and "the Employer will comply with applicable staffing laws and regulations" which SCH has complied with. As a result of collaborative discussions and feedback on call did not change with the August 4th, 2025 schedule and was discussed at UBSC on June 30th, 2025. Additionally, CNA schedules did not change to the new template schedule on August 4th, 2025 due to the same staff involvement and collaboration. This was directly related to team feedback. Leadership is responsible for making the decisions and the overall direction of the unit, however UBSC was involved in planning based on the changes. UBSC was asked to take into consideration the changes, providing their recommendations in creating guidelines for scheduling. SCH disagrees that there was zero involvement from staff and that there was an "insufficient consideration" of the impacts.

SCH asserts that the changes to shift length were in alignment with contract language. The operational changes were responsive to ADOs regarding staffing concerns and coverage, sick call coverage, and ensuring adequate staffing in accordance. Therefore, the grievance is denied.