

VMMC - WSNA STAFFING GRIEVANCES

Settlement Agreement

This Settlement Agreement (“Agreement”) is executed by and between Virginia Mason Medical Center (hereinafter “Employer” or the “Hospital”), and the Washington State Nurses Association (hereinafter “WSNA” and/or “the Union”), collectively the “Parties”.

RECITALS.

1. The Union in 2024 filed four grievances (#24-03-0076, #24-03-0095, #24-03-0264 and #24-10-0327, collectively the “Grievances”) relating to staffing practices, addressing among other things the Employer’s compliance with various staffing and break relief provisions of the Parties’ collective bargaining agreement (“CBA”).
2. Whereas the Union has since withdrawn Grievance #24-03-0264 and the remaining three are still pending and currently scheduled to be heard in arbitration on January 28 and 29, 2026 before Neutral Arbitrator Francis J. Connell, III.
3. Whereas the Parties have engaged in settlement discussions, most recently on January 9 and 15, 2026, and have agreed on terms for resolving the Grievances.

NOW, THEREFORE, the parties agree as follows:

1. Additional staffing will be introduced to support a new Break Flex Assignment, equivalent to 16.2 new FTEs.
2. The Nurse assigned to the Break Flex assignment will be responsible for covering other Nurses’ meal and rest breaks, and when not doing so will serve as a resource on the unit.
3. The Break Flex assignment is in addition to staffing provided by the Hospital Staffing Plan and will not be included in the Staffing Matrix.
4. The Break Flex assignment will not be low censused, unless the hospital census indicates a change in needs due to exceptional circumstances, such as a unit closing, or less than fifty per cent (50%) census on the unit, in which case, management will review the unit staffing plan, patient, acuity, and the ability to cover breaks in order to determine whether the Break Flex assignment will be low censused.
5. No nurse providing break relief can provide break relief to more than one nurse at a time.
6. Absent agreement of the parties otherwise, Nurses in the Break Flex assignment are scheduled pursuant to the existing department schedule and the requirements of the CBA.

No Nurse will experience a reduction in FTE due to the implementation of this Agreement. If taking the Break Flex Nurse assignment would result in a nurse not fulfilling their hired FTE, the remaining hours required to fulfill their FTE will be offered as time spent on other activities (such as education or taking assignments in care) and will not count towards the total number of FTE's provided in Section 1, above.

7. At the time a schedule is posted, if there are not enough Break Nurses scheduled to provide required break relief coverage, bargaining unit nurses may pick up Break Nurse relief shifts of four (4), six (6), eight (8), ten (10), or twelve (12) hours to provide additional break coverage. Any FTE nurse, including Supplemental Part-Time nurses, and any per diem nurse who has fulfilled their availability requirements may pick up Break Nurse relief shifts. Hours picked up pursuant to this section will count towards the total number of FTE's provided in Section 1, above.
8. Within 180 days of the effective date of this Agreement, the Employer will implement a system that allows the RN assigned to the Break Flex role to track time spent performing the break relief, so as to monitor the FTE equivalent being allocated to provide break relief. The Employer will use the same efforts to fill the shifts associated with the 16.2 new FTEs being allocated for the Break Flex assignment as it uses to fill existing shifts, to ensure that the Break Flex assignment is staffed on the same basis as other assignments.
9. The specific Nurse assigned to the Break Flex assignment on any given shift, as well as the determination of the assignment's exact coverage parameters, will be made by the manager or supervisor of the respective department, based on operational considerations and with due consideration to the input of Nurses in the unit.
10. The Nurse assigned the Break Flex assignment shall not hold a patient assignment while completing break relief duties.
11. The Break Flex assignment will be subject to all existing contractual provisions except as modified herein.
12. The parties will meet within thirty (30) days of the execution of this Agreement to review the shifts and units to which additional FTEs for the Break Flex assignment will be allocated, as well as the number of postings necessary to support the additional FTEs.
13. Within sixty (60) days of execution of this Agreement, the Employer will post the new FTEs necessary to support the additional break relief staffing set out in Paragraph 1.
14. Within ninety (90) days of the execution of this Agreement, the Employer will begin scheduling the new Break Flex role.
15. The program will be reviewed by the Parties within 180 days of the effective date to review the program's effectiveness, including but not limited to: level of missed meals and rest breaks have improved by department, the impact on Nurse break compliance, compliance with CBA's staffing provisions, and the minimization of break coverage by the Charge Nurse.

16. SATISFACTION; WAIVER OF REMEDIES. The Employer and the Union agree that this Agreement is the result of the parties' good faith bargaining and is in full satisfaction of the Union's grievances. The Union will promptly inform Arbitrator Connell that the matter is resolved and taken off calendar, and the Employer shall bear full responsibility for the Arbitrator's cancellation fee. The Parties will otherwise bear their own fees and costs.
17. This Agreement will become effective upon signature by all Parties, and will expire upon the effectiveness of the successor agreement to the Parties' current 2023-2026 collective bargaining agreement, except to the extent expressly incorporated therein.
18. Any dispute arising under this Agreement may be grieved under the CBA's dispute resolution procedures, up to and including mandatory and binding arbitration.

Washington State Nurses Association

BY: Sara Frey

01/16/2026

Sara Frey, JD, BSN, RN, Nurse Representative

Virginia Mason Medical Center

BY: CTS

01/16/2026

Chris Scanlan, System VP