

TENTATIVE AGREEMENT

Part of Full Tentative Agreements to Articles: 8, 13, 15, 19, 31; and Appendices: B, NPs, and RN Educators

ARTICLE 8 – SAFE STAFFING AND PATIENT ADVOCACY

A. ADEQUATE STAFFING LEVELS

The Employer reaffirms its practice to maintain adequate staffing levels based on patient acuity, as required by law. Should a Registered Nurse believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to a patient(s), the Registered Nurse shall immediately notify his/her supervisor/manager/designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Employer shall not require a Registered Nurse in any case to perform a work assignment outside the lawful scope of his/her license.

The parties agree there shall be total compliance with Title 22, Section 70217, "Nursing Service Staff" in California to the extent they are applicable to bargaining unit employees. The Title 22 regulations Section 70217 (Nurse to Patient Ratios) are attached hereto as Appendix A, as may be amended from time to time. Disputes regarding this paragraph shall exclusively be subject to Subsection D of this Article.

The Employer and the Association agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services.


Further support for safe and appropriate staffing and meeting the DHS staffing ratio regulations will include consideration for meals, breaks and special procedure transfers when assessing and determining staffing needs. Roles identified for support for the nurse providing direct patient care includes the Nurse Lead Role and the Resource Nurse Role.

1. Nurse Lead/Relief Nurse Lead

The purpose of The Nurse Lead/Relief Nurse Lead role is to facilitate safe and effective operational flow of the nursing unit. The Nurse Lead/Relief Nurse Lead collaborates with the interprofessional team to ensure that patients and staff needs are met by communicating, planning, and implementing care. The Nurse Lead/Relief Nurse Lead shall not be scheduled for primary care assignments. Patient care assignments for Nurse Leads are done so as a last resort in which all reasonable attempts to obtain appropriate staff has failed. The foregoing is not intended to be an exhaustive list of the responsibilities of the Nurse Lead/Relief Nurse Lead.

2. Resource Nurse

Resource Nurse role facilitates safe and effective unit operation by providing meal and break coverage, and coverage for special procedure transfers. The Resource Nurse may also take patient care assignments to support safe and appropriate staffing with priority for completing break coverage. Resource Nurses will be mastered on the schedule. The foregoing is not intended to be an exhaustive list of the responsibilities of the Resource Nurse.

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Resource Nurses will be assigned to any In-patient unit under the following conditions:

- a. ~~One (1) six (6)-hour~~ ~~Eight (8)-hour~~ Resource Nurse hours on a shift when four (4) Registered Nurses are on duty with patient assignment;
- b. ~~One (1) Eight (8)-hour~~ Resource Nurse hours on a shift when five (5) Registered Nurses are on duty with patient assignment;
- c. ~~One (1) Twelve (12)-hour~~ Resource Nurse hours on a shift when six (6) or more Registered Nurses are on duty with patient assignment.
- d. ~~One (1) twelve (12)-hour and one six (6) hour-~~ Eighteen (18) Resource Nurse hours on a shift when eight (8) or more Registered Nurses are on duty with patient assignment.
- e. ~~One (1) twelve (12)-hour and one (8)-eight hour-~~ Twenty (20) Resource Nurse hours on a shift when ten (10) or more Registered Nurses are on duty with patient assignment.
- f. ~~Two (2) twelve (12)-hour~~ Twenty-four (24) Resource Nurses hours on a shift when twelve (12) or more Registered Nurses are on duty with patient assignment.
- f.g. ~~Thirty-six (36)~~ Resource Nurse hours on a shift when sixteen (16) or more Registered Nurses are on duty with patient assignment.


The hospital reserves the right to elect to increase resource hours based on census and acuity.

3. **Alternative Work**

Alternative work will be considered for nurses who volunteer when the unit census falls below the number of staff nurses required per unit. Alternative work and work assignments are made at the discretion of the department supervisor, manager or director.

B. PATIENT CLASSIFICATION SYSTEM & COMMITTEE

In an effort to promote empowerment of exemplary professional nursing practice, the Employer will maintain a patient classification system for all in-patient areas where bargaining unit Registered Nurses work. The patient classification system will define how units are staffed and will take into consideration the patient populations and acuities in all in-patient areas in which bargaining unit Registered Nurses work. The reliability of the patient classification system for validating staffing requirements will be reviewed annually by the Patient Classification Committee. At least half of this Committee must be bargaining unit Registered Nurses. The Hospitals will have a documented process by which all interested staff may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.


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C. OUTPATIENT STAFFING SYSTEMS AND CONCERNS

In an effort to promote empowerment of exemplary professional nursing practice in the outpatient setting, the Employer, Registered Nurses, and CNA will collaborate to promote and embrace adequate staffing systems and flexible scheduling that will support and promote delivery of world class care. Consequently, upon request from CNA, leadership of an outpatient area will meet with the Registered Nurses and the Union to collaborate and discuss such issues, taking into consideration the patient populations, workload, patient acuities, and other relevant variables to ensure staffing is reasonable, appropriate, and safe.

D. PROFESSIONAL PRACTICE COMMITTEE

1. A CNA Professional Practice Committee (PPC) comprised exclusively of bargaining unit Registered Nurses shall be established at the Employer by the Association, with the composition of the PPC maintained by the Association.
2. The PPC shall schedule a regular monthly meeting. Unless already scheduled to work during the meeting, each Nurse Committee member who attends the meeting shall be compensated at his/her base rate of pay for the actual time spent at the meeting, not to exceed two (2) hours.
3. The Committee shall keep minutes of all meetings, a copy of which shall be provided to the Employer's Chief Nursing Officer ("CNO") or his/her designee and to the Director of Human Resources or his/her designee.
4. The function of the Committee is to constructively discuss the professional practice of nursing, the improvement of patient care and nursing practice, recommendations to the Employer regarding ways and means to improve patient care, and the improvement of safety and health conditions that affect nursing practice.
5. Upon the request of the PPC, the Hospitals' CNO (and/or her/his designee) agrees to meet with the PPC at a mutually agreeable time to discuss recommendations and any agreed upon implementation. The request for the CNO or her/his designee to attend the PPC meeting shall be no less than two weeks before the meeting. The request for attendance shall be accompanied by a written agenda for the PPC meeting, and any unsubmitted minutes from any PPC meetings in the preceding three (3) months. The meeting shall be conducted professionally and orderly by the PPC Chair designate by the PPC Committee. After receipt by the CNO or his/her designee of the minutes of the meeting attended, and provided those minutes contain specific questions, suggestions or recommendation, the CNO or his/her designee will provide a written response to the PPC within two (2) weeks on the specific questions, suggestions or recommendations from the PPC.
6. It is further agreed that the Committee may make written recommendations to the Employer, if, in the opinion of the Committee, frequent staffing shortages exist. If the Employer decides not to implement the PPC's recommendations, the Employer shall provide its reasoning in writing, within two (2) weeks of receipt of the PPC's recommendations.



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7. The Association may appoint to serve on the Committee the greater of one Nurse Representative for every one hundred Full-time and Part-time Nurses employed by the Employer or three (3) Nurses. The Association shall use its best efforts to recruit Nurse Committee members from diverse units in of the Employer. On an annual basis, the Association shall provide the Employer written notice of the appointed members of the Committee and such members shall be the recognized members for the year. In the event a Committee member leaves the Employer, the Association may appoint a replacement and shall provide the Employer written notice of the appointment within fifteen (15) days of the appointment.
8. If requested by the PPC, the Employer shall provide documentation of actual staffing and acuity by unit and shift for ~~the~~ prior months for review by the Committee and to assist in discussion of specific incidents that may have occurred. Daily nursing assignment forms by unit along with Patient Classification Level Summary Forms shall satisfy the documentation requirement. The parties understand and agree that the Employer comply with relevant HIPAA requirements when providing the requested documentation. The Employer shall provide an appropriate response, including applicable documentation, in a timely and reasonable manner.

E. SPECIAL REVIEW PANEL

Issues addressed by the PPC that the PPC does not believe are resolved to its satisfaction may be referred to a Special Review Panel provided such referral is made within thirty (30) days of the unsatisfactory management response. The Special Review Panel shall be comprised of four (4) members; two (2) of whom shall be selected by the Association and two (2) of whom shall be selected by the Employer. The Panel may resolve issues referred to it informally or by majority vote of the four members. Except as set forth in Section (F) below, the issues addressed by the PPC and/or the Special Review Panel are not subject to the grievance and arbitration provisions of this or any other Agreement.

F. ENFORCEMENT OF LEGALLY MANDATED NURSE STAFFING

Any dispute concerning any alleged non-compliance with any state or federal law or regulation mandating minimum nurse staffing may be submitted by the Association to an Enforcement Panel ("EP") for final resolution, provided that the issue has first been addressed with the CNO (or his/her designee) through the above-described PPC process and such submission is presented in writing within fifteen (15) days of the unsatisfactory management response. The jurisdiction of the EP, including any third party neutral ("The Neutral"), shall be limited to enforcing the provisions of the applicable state or federal law or regulation mandating minimum nurse staffing.

1. The Panel shall consist of three members, one (1) selected by CNA, one (1) selected by the Employer and a third selected by the other two (2) Panel members to serve as The Neutral. The parties will make a good faith effort to select a Neutral who is experienced in the healthcare industry and has expertise with the nurse staffing law at issue. If they are unable to agree on such a person, the parties shall select The Neutral by alternatively striking names from a panel of seven (7) arbitrators (with expertise in healthcare) obtained from the American Arbitration Association until one name remains. That person shall serve as The Neutral.



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2. If the Panel is unable to agree on a resolution, The Neutral shall resolve the difference and such decision shall be final and binding on the parties.
3. The jurisdiction of The Neutral shall be limited to enforcing the provisions of the applicable state or federal law or regulation mandating minimum nurse staffing.
4. CNA and the Employer shall share the costs associated with the EP including but not limited to costs of The Neutral and any court reporter obtained for the proceedings. Any party, however, that wishes to obtain a transcript from the court reporter shall solely bear the cost of such transcript.
5. Except for any complaint that the Association may file with any state or federal regulatory agency, EP shall be the Association's sole and exclusive remedy for any dispute regarding alleged non-compliance with minimum nurse staffing laws. Prior to filing any complaint with a state or federal regulatory agency, the Association agrees to attempt to resolve the issue with the Employer. To the extent that any state or federal regulatory agency issues a binding decision or ruling regarding any alleged noncompliance with minimum nurse staffing laws, such decision or ruling shall prevail over any decision rendered by The Neutral on any same or similar alleged noncompliance.



For The Employer

PATRICK ZVARA

By

1/23/26

Date



For California Nurses Association

Arin Kainone

By

1/23/26

Date