



TA – UP066.005 – Staffing – City Counter

Date: 6/1/24

Time: 8pm

Article II – EMPLOYMENT CONDITIONS

Section G – ~~NURSE PRACTITIONERS~~ ADVANCED PRACTICE NURSES

Advanced Practice Leadership

- 230. Upon request of the Union, representatives of DHR, DPH, and the Union will start meeting on or after October 1, ~~2022~~2024, to discuss the possible creation of a leadership level role responsible for ensuring consistent standards of practice for advanced practice practitioners, including credentialing, professional development, implementation of legislative changes, and recruitment and retention.
- 231. DPH shall provide quarterly paid release time for up to three (3) advanced practice practitioners to participate in discussions of the advanced practice role.
- 232. The meetings will occur quarterly for two (2) hours, and the employee/practitioners will be provided paid release time to attend.
- 233. The establishment of the advanced practice role and standards are not subject to the grievance procedure.
- 234. The above provisions shall expire on June 30, ~~2024~~2027.

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628. Due to the high acuity and changing status of complex patients at SFGH, the City and the Union recognize the value of a Medical Emergency Response Team (“MERT”). A Medical Emergency Response Team (composed of at least one RN and one Respiratory Therapist) will be available 24 hours per day, seven days per week as a resource to assist staff with patient rescue activities (e.g., patient assessments, immediate interventions, communication of patient status with providers, transfer to different level of care).

628a. The MERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop staffing recommendations based on these findings.

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628b. Due to the high acuity and changing status of complex patients who present with behavioral issues at SFGH, the City and the Union recognize the value of a Behavioral Emergency Response Team ("BERT"). BERT is composed of two (2) units: the Rounding Responders, who round and respond to BERT activations throughout Buildings 5 and 25, and the BERT Emergency Department (ED), positioned within the ED available 24 hours per day, seven days per week. BERT's responsibilities include, but are not limited to, evaluating the conditions of patients or visitors, monitoring patients and visitors, compiling relevant data, and assist with formulating intervention and/or care plans.

628c. The BERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop clinical recommendations based on these findings. The BERT Charge Nurse or Team Lead will be given two (2) shifts a month to prepare this report.

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 May 27, 2022 May 17, 2024

Side Letter of Agreement: Nurse Staffing and Hiring

A. New Commitments and Dispute Resolution Procedure

1. Effective for fiscal years 2024-2025, 2025-2026, and 2026-2027. The Department of Public Health (DPH) will ~~implement the following new commitments: request that the 2320 and 2830 positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:~~

- a. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff the Medical/Surgical units.
- b. DPH will request one and eight tenths (1.8) 2320 FTEs to staff the Medical/Surgical units for break relief.
- c. DPH will request eight and six tenths (8.6) 2320 FTEs to staff Critical Care.

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Employee Relations

City and County of San Francisco
Department of Human Resources

- d. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff Maternal Child Health.
- e. DPH will request four and two tenths (4.2) 2320 FTEs to staff the SFGH Emergency Department.
- f. DPH will request five and six tenths (5.6) 2320 FTEs to staff Psychiatric Emergency Services.
- g. DPH will request one and four tenths (1.4) 2320 FTEs to staff Jail Health Services.
- h. DPH will request one (1.0) 2830 FTE to staff the Maternal Child Adolescent Health.
- i. DPH will request one (1.0) 2320 FTE to staff Laguna Honda as a Nurse Educator

- a. Effective July 1, 2019, the Department will not cancel any PACU nurse on nights or weekends when ZSFG is on condition yellow.
- b. Effective October 5, 2019, DPH will staff Pod A in the ED at all times to provide care at a 1:3 nurse to patient ratio for all beds.
- ~~c. DPH will request conversion of P103 funding to three (3) new 2320 Registered Nurses in Jail Health Services in its fiscal year 2022-2023 and 2023-2024 budget.~~
- d. DPH shall seek to implement continuous recruitment for hard to fill classifications and specialties.
- ~~e. In an effort to hire current P103s and other temporary exempt nurses who are eligible and qualified for appointment into budgeted, vacant nursing positions, DPH Human Resources shall extend an open invitation to become benefitted PCS employees.~~
- ~~f. DPH Human Resources shall complete a review of minimum qualifications of 2320 Registered Nurses and shall share the results with the Union.~~
- g. Effective for fiscal years 2022-2023 and 2023-2024, the Department of Public Health will request that the 2320/2328 positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized*

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FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:

- ~~a. DPH will request twenty point six (20.6) 2320 FTEs to staff the Medical/Surgical units which includes H58 overflow and break relief.~~
- ~~b. DPH will request five point fourteen (5.14) 2320 FTEs to support break relief in Maternal Child Health Birth Center.~~
- ~~c. DPH will request one point seven (1.7) 2320 FTEs to supporting staffing the PACU.~~
- ~~d. DPH will request five point fourteen (5.14) 2320 FTEs to support staffing in Inpatient Psychiatry.~~
- ~~e. DPH will request ten point four (10.4) 2320 FTE in the Emergency Department prioritizing staffing in Resus based on acuity in accordance with Title 22.~~
- ~~f. DPH will request ten (10) 2320 FTEs at Laguna Honda Hospital.~~
- ~~g. DPH will request to maintain two (2) 2328 FTEs in a float pool for Primary Care.~~

The staffing requests listed in section A.1 above reflect current staffing expectations at DPH as of July 1, 20224. Staffing at DPH is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

- h. DPH Human Resources will provide monthly reporting to a designated representative from the Union on the status of hiring, including vacant and filled positions.

2. Dispute Resolution Procedure.

- a. Subject to the terms set forth in this subsection A.2., the parties agree to an expedited arbitration process to resolve disputes under subsection A.1 of this side letter.
- b. The parties shall select an arbitrator, using the process in subsection A.2.c below. The arbitrator shall schedule standing monthly arbitration dates to hear expedited arbitrations under this subsection A. The parties may set additional or more frequent dates as necessary, by mutual agreement.
- c. By no later than July 29, 20224, the parties will discuss and seek to select an arbitrator by mutual agreement, to serve for the term of this side letter. If the parties are unable to agree on an arbitrator by August 26, 20224, the parties shall request a list of seven (7)

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arbitrators with experience in the health care industry from the State Mediation and Conciliation Service. The parties shall survey the arbitrators on the list to determine whether they are able and willing to serve in an ongoing capacity for a standing expedited arbitration process, and then select an arbitrator from those who indicate they are available for this process by the method of striking names.

- d. Grievances under this subsection A.2 may only allege violation of the terms of subsection A.1. of this side letter.
- e. The parties shall not be represented by lawyers at the expedited arbitrations, or use briefs.
- f. The arbitrator will issue a bench decision, which upon request by the parties will be reduced to writing. These decisions will be final and binding, and shall not be used in any other cases.

B. Changes to the Hiring and Staffing Process

- 1. DPH will prioritize assignment of float pool patient care assistants to serve as patient coaches.


C. Other terms.

- 1. This side letter is not subject to the grievance procedure in the MOU or to the staffing dispute resolution procedure in Article V of the MOU. The dispute resolution procedure in section A.2 is the exclusive remedy for claimed violations of section A.1.
- 2. This side letter shall expire on June 30, 2024.

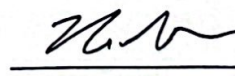
Tentative Agreement:

FOR THE CITY

FOR THE UNION


 Jonathan Wright
 Chief Negotiator

5/31/2024
 Date


 Nato Green
 Union Chief Negotiator

6/1/24
 Date

APPROVED AS TO FORM

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5/31/2024

Meera Bhatt
Deputy City Attorney

Date

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