



RNPA Proposal 13, September 28, 2023

Section 18.9 - Safety

a) Workplace Safety- OSHA

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act.

b) Workplace Violence Prevention

1. The Employer and the Association agree that the workplace must be free from violent and/or aggressive behaviors to the maximum extent possible.
2. The Employer is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations.
3. The Employer shall prohibit the possession of knives, guns, and other weaponry in the workplace by patients, their family and/or visitors, and shall post such notice in all public entrances.
4. Workplace violence is defined as the threat or use of verbal or physical aggression against an employee that results in, or has a high likelihood of resulting in, physical injury, psychological trauma, or stress.

c) Workplace Violence Prevention Plan

1. The Employer will have a Workplace Violence Prevention Plan that is in effect at all times in every unit, service, and operation.
2. The Plan shall be in writing, shall be specific to the hazards and corrective measures for the unit, service, or operation, and shall be available to employees at all times. The written Plan shall include but not be limited to:
 - a. Training to all employees regarding the Workplace Violence Prevention Plan, at least annually.

- b. Procedures to communicate with employees regarding workplace violence matters;
 - c. Procedures for responding to and reporting? violent incidents and situations involving violence or the risk of violence
 - d. A system to, at least annually, assess and improve upon factors that may contribute to or help prevent workplace violence; and
 - e. A system to select and implement the assessment of risk factors for workplace violence.
 - f. Maintain a process for providing security escorts to and from parking locations, review the safety conditions (including adequate lighting & security cameras), and discuss safety concerns with the Workplace Violence Prevention Committee.
- d) Meet and Confer
- The Employer will provide any written Workplace Violence Prevention Plan to RNPA and provide an opportunity to meet and confer before it is implemented.
- e) Notice of Incidents
- 1. The County shall provide RNPA with notice of any workplace violence incident.
 - 2. The County will provide RNPA with suggestions raised regarding safety, including those raised through committees.
 - 3. The Employer shall provide RNPA with the Enterprise workplace violence incident log monthly that includes all incidents.
- f) Education and Training
- 1. The Employer will provide education and training on workplace violence to all nurses. Topics to be covered include, but are not limited to the following:
 - a. How to recognize the potential for violence, factors contributing to the escalation of violence and how to counteract them, and when and how to seek assistance to prevent or respond to violence.

- b. Strategies to avoid physical harm.
 - c. How to recognize and respond to alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering, as applicable.
 - d. How to communicate concerns about workplace violence without fear of reprisal.
 - e. How to report violent threats to law enforcement.
 - f. Any resource available to RNs for coping with incidents of violence or the risk of violence.
 - g. An opportunity for interactive questions and answers with a person knowledgeable about the workplace violence prevention plan.
 - h. The role of private security personnel, if applicable.
2. In the event a Nurse is impacted by an incident of workplace violence:
- a. the Employer will immediately provide appropriate care to affected Nurse(s), including offering trauma counseling, and will take necessary safety precautions in accordance with state law and Employer policy.
 - b. All nurses who suffer any injury in the line of duty as a direct or indirect result of violence which causes them to be unable to perform their duties, such nurses shall continue to be paid on the same basis as they were paid before the injury, with no deduction from sick leave credits, compensatory time or overtime accumulated, vacation, or service credit with a public employees pension fund during the time they are unable to perform their duties due to the result of the injury but no longer than one (1) year in relation to the same injury and all applicable benefits shall continue during such period as if they were at work.
3. Following an incident of workplace violence, the Employer will conduct a post-incident debrief with those involved in the incident, which shall include as applicable:
- a. Reviewing patient specific risk factors and any risk reduction measures specified for that patient.
 - b. Reviewing whether appropriate corrective measures developed under the workplace violence prevention plan were effectively implemented.



4. The Employer shall, at each Nurse's request, create ID badges that do not include the Nurse's last name unless required for accreditation or by law.
5. The Employer shall deter weapons in its facilities through the use of technology, signage, security presence, or other means. The screening process will be reviewed and discussed with RNPA.
6. RNPA may make recommendations and suggestions concerning ways to improve safety conditions (including at parking locations used by nurses). For this purpose, the employer will notify RNPA of work-incurred injuries within the bargaining unit and provide copies of accident reports of such injuries upon request.