Communications Workers of America, AFL-CIO
Kenmore Mercy Hospital/Mercy Hospital of Buffalo/St. Joseph Campus
2025 Contract Negotiations

Article 40
Staffing/Clinical Staffing Committee

Section 1. The Employers/Hospitals agree to staff all nursing units/departments with RN/LPN/Technical/~~a~~Ancillary staff using patient ratios and/or grids. ~~The Union and the Employers agree that increasing current staffing levels to the agreed upon ratios will require time to implement. Therefore, the parties agree to the following implementation schedule:~~

~~25% of staffing ratio by April 1, 2022 ;~~

~~50% of staffing ratio by July 1, 2022;~~

~~75% of staffing ratio by October 1, 2022; and~~

~~100% of staffing ratio by January 1, 2023.~~

~~Immediately upon ratification of these Agreements, the Employers/Hospitals will aggressively recruit to fill the FTEs required to meet the staffing ratios as outlined in Sections 9-11 at a minimum rate of five percent (5%) per month.~~

Section 2. A Clinical Staffing Committee (CSC) will be ~~formed~~ maintained at each of the three (3) acute care hospitals, for the purpose of ~~implementing the ratios outlined in Sections 9-11 below as well as~~ complying with the responsibilities outlined in ~~New York State Legislation SO1168-A/S6346~~Public Health Law § 2805-t.

a. At least one-half (1/2) of the members of the committee shall be Registered Nurses, Licensed Practical Nurses, technical employees, and ancillary staff members of the front-line team currently providing or supporting direct care and up to one-half (1/2) of the members will be hospital administration, which will include but not be limited to the President, Chief Financial Officer or designee, the Vice President of Patient Care Services or designee, and department/unit managers or directors. The frontline and management members of the CSC may mutually agree to invite guests to CSC meetings. Employees invited as guests will be relieved from work and compensated under Sections 2(c) and 2(d) below.

b. The Union will select the employees in the job titles and number it desires, as its representatives. The selected employees must represent a range of departments/units.

c. Where possible, participation in the CSC by employees will be on scheduled work time and such employees will be compensated at their current rate of pay, including any applicable differentials. Where participation cannot be on scheduled work time, employees will be compensated for their time at the meeting. It is understood that the employees' departments/units shall not be short-staffed due to participation.

d. If CSC meetings are scheduled on an employee's work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties displaced to other times as a result of their committee responsibilities. It is the Employers/Hospital's responsibility to find the appropriate staff coverage for CSC committee members who wish to attend a CSC meeting.

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e. ~~Members of the CSC will be appointed within two (2) weeks of ratification of these agreements.~~ The CSCs will meet on a monthly basis for an amount of time agreed upon by the committee. CSC meetings will only be canceled or rescheduled by mutual agreement of CWA Staffing Directors and the Vice-President of Patient Care Services.

f. CSC business may only be conducted when a quorum is present. A quorum will be achieved when at least a majority of the frontline CSC members as well as a majority of the Management committee members are present. Additionally, one (1) CWA Director and the Vice President of Patient Care Services or a Director of Nursing with authority, must be in attendance at monthly meeting(s) for the meeting to take place.

g. Should the CSC not reach consensus and a site chief executive officer or President determines the staffing plan for any unit, the site chief executive officer or President will attend the CSC meeting prior to submission of the plan and be prepared to discuss the decision made, answer questions, and to listen to a presentation by the frontline staff, if they request, regarding the decision made for their unit.

h. At least one (1) week prior to each site CSC meeting, the Employers/Hospitals will provide the CSC with information concerning overtime utilization, retention and recruitment data, bonus utilization, agency utilization, changes in the number of beds on any particular unit, missed breaks and/or lunches, position controls, and statements of deficiency, if any, from the DOH.

Quarterly, the Employers/Hospitals will provide an update and report off to the full CSC from:

i. Professional Practice Committee;

ii. Workload and Staffing/Nursing Practice Committee;

iii. STC Workload and Staffing Committee;

iv. Shared Governance;

v. Peer Review Committee;

vi. Unit Practice Council.

i. CWA's designated Staffing Committee Directors will receive up to ~~eighteen (18)~~fifteen (15) eight (8) hour days per month of the Employers'/Hospitals' paid time for the purpose of coordinating the work of the CSC on behalf of the union. ~~for the first six (6) months the committee is functioning.~~ The days will be distributed as follows:

- KMH Director 6 days per month;
- MHB Director 8 days per month;
- SJC Director 41 days per month.

~~Thereafter, the~~The CSC will determine the amount of time needed based upon the ~~workload of the committee.~~ Employees will not be denied the excused absence time required for the purpose of performing work related to the CSC, with creation of CSC agendas and review of short staffing forms taking priority.

j. ~~The CSC will meet within thirty (30) days of ratification of these agreements.~~ The Committee's ~~initial~~ responsibilities, as part of its regularly scheduled meetings, will include but not be limited to:

- Assessment of all existing staffing grids/plans and the staffing ratios;

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- A determination of the number of positions needed to meet the established ratios outlined in Sections 9-11;
- Review and determine the status of complaints filed related to staffing plans and ratio compliance;
- Development and implementation of a Plan to Resolve for staffing violations;
- Communicating the Management and frontline response to complaints, and the final complaint disposition, to complainants;
- Development of ratios not currently defined in Sections 9-11;
- Implementation and enforcement of the staffing ratios for all patient care and support staff regardless of inpatient or outpatient status;
- Resolve issues related to the implementation of ratios.

~~The development of a program to consistently cover lunches and breaks; and~~

~~Development of initiatives to deal with AACN's Healthy Work Environment, Recruitment and Retention.~~

k. In addition to the responsibilities listed in ~~gj~~.) above, the CSC will also be responsible for the following functions on an annual basis:

- Development and oversight of implementation of an annual clinical staffing plan. The staffing plan will be based upon ratios as outlined in Sections 9-11. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines, ratios, matrices or grids indicating how many patients will be assigned to each Registered Nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.
- Factors to be considered and incorporated in the development/review of the plan shall include, but are not limited to:
  - i. Census, including total number of patients on the units and activity, such as patient discharges, admissions and transfers;
  - ii. Total number of beds for each unit and department, Average Daily Census (ADC), position control sheets based upon the total number of beds on the unit/department, the total number of FTEs needed to staff each unit/department based upon the ratios as outlined in Sections 9-11;
  - iii. The appropriate time frames for measuring the ADC (including the frequency) as determined by the CSC;
  - iv. Measures of acuity and intensity of all patients and nature of the care to be delivered on each unit and shift;
  - v. Skill mix;
  - vi. The availability, level of experience and specialty certification or training of nursing personnel providing patient care, including charge nurses on each unit and shift;
  - vii. The need for specialized or intensive equipment;

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viii. The architecture and geography of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation areas and equipment;

ix. Mechanisms and procedures to provide for one-to-one patient observations, when needed, for patients on psychiatric or other units as appropriate;

x. Other special characteristics of the unit or community patient population, including age, cultural and linguistic diversity and needs, functional ability, communications skills and other relevant or socio-economic factors;

xi. Measures to increase worker and patient safety, which could include measures to improve patient through-put;

xii. Staffing guidelines adopted or published by other states or local jurisdictions, national nursing professional associations, specialty nursing organizations and other health professional organizations;

xiii. Availability of other personnel supporting nursing services on the unit;

xiv. Waiver of plan requirements in the case of unforeseeable emergency circumstances as defined in ~~subdivision fourteen of this section~~Public Health Law § 2805-t;

xv. Coverage to enable Registered Nurses, Licensed Practical Nurses, Technical Employees, and ancillary staff to take meal and rest breaks, planned time off and unplanned absences that are reasonably foreseeable as required by law or the terms of an applicable collective bargaining agreement, if any, between the hospital and representative of the nursing ancillary staff;

xvi. The nursing quality indicators required under ~~New York State Legislation SO1168-A/S6346~~Public Health Law § 2805-t;

xvii. Hospital finances and resources, and

xviii. Provisions for limited short-term adjustments made by appropriate hospital personnel overseeing patient care operations to the staffing levels required by the plan, necessary to account for unexpected changes in circumstances that are to be of limited duration.

- Semiannual review of the staffing plan against patient needs and known evidence based staffing information, including the nursing sensitive quality collected by the hospital.
- Review, assess and respond to complaints regarding potential violations of the adopted staffing plan, staffing variations, or other concerns regarding the implementation of the staffing plan within the purview of the committee.

Section 3. ~~Effective upon ratification of these Agreements,~~ Furthermore, ~~Catholic Health~~the Employers/Hospitals commits to the following:

a. Extra time, overtime and staffing incentives will be utilized to entice employees to pick up additional time in order to bring the scheduled number of employees up to the ratio needed to meet the number of open beds (inclusive of hallway beds) or budgeted visits;

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b. Through the current language in the collective bargaining agreements, down-staffing can be done on a shift basis to achieve the staffing needed to meet the number of filled beds;

c. ~~Immediately begin~~ Continue recruiting employees to fill the current vacancies ~~and to meet the schedule for hiring outlined in Section 1. above~~.

d. The Employers/Hospitals will fill all vacant positions in the units/departments covered by this Article. The Employers/Hospitals will also increase the core staffing on each unit/department to meet the agreed upon ratio for that unit/department.

e. In addition to the process in a. above, the Employers/Hospitals commit to increasing their staffing ~~resources~~ pool to ten percent (10%) above the number of full-time equivalents (FTEs) to staff to the average daily census, as determined by the CSC. These increased staffing ~~resources~~ pools will be applicable to medical/surgical, Emergency Department, critical care areas, and will include ancillary staff (nurses' aides, ITAs) at Kenmore Mercy Hospital and Mercy Hospital of Buffalo. The increased staffing pool will not apply to perioperative services.

f. The staffing resources currently in place at Sisters of Charity Hospital-St. Joseph Campus will remain in place. Any change in staffing resources at SJC will be determined by the CSC.

g. ~~The CSC will assess budgeted census based upon a monthly look back that consists of a 90-day rolling average and adjust both core staffing and any increased staffing resources based on the rolling average daily census (e.g. On March 1st, the CSC will assess average daily census for December, January and February and make adjustments to staffing grids if necessary). It is agreed that the ratios included in Sections 9-11 will be maintained.~~

h. ~~If a Hospital falls below its established staffing level based on actual census in any quarter, the Hospital will pay employees picking up extra shifts in the following quarter an additional four dollars ($4.00) per hour for Registered Nurses and three dollars ($3.00) per hour for all other employees, over what they would normally be paid under CT Article 42, Staffing Incentive Program.~~

i. The potential mechanisms and sources for the increased staffing resources would be additional float premium pay (see Section 5 below), additions to an existing float pool, additional flex positions (FT/PT) where applicable (and if permitted under the terms of these Agreements), and the establishment of float pools for the service and other areas where float pools do not currently exist. The CSC will explore and exchange ideas on other means to achieve the increased staffing resources.

j. Float pool positions will not impact or reduce the staffing plans/grids developed from the ratios outlined in Sections 9-11.

k. Float pool personnel will be utilized to cover sitter assignments on the nursing units. Core staff may be temporarily utilized to accommodate a patient change in status until float pool relief is provided. Staff will not be assigned to sit in 1:1 situations from the ratios outlined in Sections 9-11.

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l. Any RN in the nursing float pool will receive a ~~$2~~$4.50/hour premium (~~$6.00~~/hour for the night shift or Critical Care) for all hours ~~worked~~paid. Any NA/ITA in the nursing float pool will receive a ~~$1.50~~/$2.00/hour premium for all hours ~~worked~~paid.

m. Upon mutual agreement with the Union, extending invitations to CWA leaders and members to recruitment events. Invited frontline staff attending recruitment events will be paid at their base rate, inclusive of any applicable overtime.

Section 4. Definitions:

a. "RN" shall mean a registered professional nurse licensed pursuant to article one hundred thirty-nine of the education law.

b. "LPN" shall mean a licensed practical nurse pursuant to article one hundred and thirty-nine of the education law.

c. "Technical Employee" (TE) shall mean the therapists, technicians, and technologists licensed by the New York State Department of Education and/or Department of Health covered by CT Articles 40-41.

d. "Nursing Care" shall mean that care which is within the definition of the practice of nursing, pursuant to section six thousand, nine hundred and two of the education law, or otherwise encompassed with the recognized standards of nursing practice, including assessment, nursing diagnosis, planning, intervention evaluation and patient advocacy.

e. "AS"/Ancillary Staff shall include any employee who is not a nurse or other persons licensed, certified or registered under title eight of the education law whose principal responsibility it is to carry out patient care for one or more patients or provides direct assistance in the delivery of patient care (e.g.: ITA, CNA, NA).

Section 5. The Employers/Hospitals agree to schedule to the staffing ratios outlined in Sections 9-11. Only RN/LPN/AS staff providing direct patient care shall be included in the ratios. There shall be no averaging of the number of patients and the total number of RN/LPN/AS on the unit.

Section 6. Nurse administrators, nurse supervisors, nurse managers, charge nurses and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when the licensed nurses are engaged in providing direct patient care. When a nurse administrator, nurse supervisor, nurse manager, charge nurse or other licensed nurse engage in activities other than direct patient care, that nurse shall not be included in the ratios.

Section 7. Nothing in this Article shall prohibit RN/LPN/TE/AS from assisting with the specific tasks within the scope of their practice for a patient assigned to another RN/LPN/TE/AS. "Assist" means that an RN/LPN/TE/AS may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

Section 8. Employees in direct patient care roles shall be fully relieved of patient care responsibilities during designated meal and break periods. "Fully relieved" shall mean the employee is not responsible for call bells, alarms, patient monitoring, or any aspect of clinical care during their designated meal and break periods.

A sub-committee of the CSC will be formed with an equal number of members of the front-line staff and management to develop a plan to ensure employees are fully relieved during their meal and break periods and their assignments are covered during meal and break periods. Current practices for meal and break period coverage will continue until an alternative method is agreed upon and implemented.

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a. ~~Section 8. The Employers will use an acuity system to assess patient acuity levels, nursing care requirements and to improve patient acuity balancing across assignments.~~

b. ~~Acuity Tool:~~

c. ~~A sub-committee of the CSC will be formed for the purpose of reviewing the Acuity Tools. A subject matter expert will provide a detailed presentation to the CSC. Union representatives will be included in this sub-committee.~~

d. ~~It is agreed to and understood by the parties that once an acuity tool is implemented, it will be utilized along with the ratios as outlined in Sections 9-11 to provide adequate staffing and appropriate assignments throughout the hospitals.~~

e. ~~The CSC will put the implementation of the acuity tool on the meeting agenda as a standing item and reports will be received monthly.~~

Section 9. Staffing Ratios for Mercy Hospital of Buffalo

a. Emergency Department

Charge Nurse	1 with no assignment
RN	1:4 or 1:1 / 1:2 if critical patient
*minimum RN staffing at 7 am and 7 pm	9 (inclusive of triage)
~~Lead RN~~	~~1 (11a-11p)~~
Triage RN	2 (7a-11p, 2nd RN to flex where needed 11p-7a)
~~Triage ITA~~	~~1~~
AS	1:5
*minimum AS staffing at 7 am	4
*minimum AS staffing at 11 am	8
*minimum AS staffing at 7 pm	8
~~PIT RN~~	~~1 (7a), 2 (9a), 3 (11a) [cumulative]~~
~~PIT AS~~	~~1 (7a)~~
~~Internal/External RN~~	~~1 (7a), 2 (11a) [cumulative]~~
~~Internal/External AS~~	~~1 (11a)~~
Monitor Technician/ITA	1
Clerical	1.5
Respiratory Therapist	1 ~~[in addition to 2Care if open]~~
ED Holds RN	Days 1:4/ Nights 1:5
ED Holds AS	Days 1:6/ Nights 1:8

b. ICU

Charge	1 with no assignment
RN	1:1 or 1:2
AS	1:5
Clerical	1 (7:30a – 7:30p)
Respiratory Therapist	2

c. CVICU

Charge	1 with no assignment
RN	1:1 or 1:2
AS	1:4~~2~~

d. Neuro (7E)

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Charge	1 with no assignment
RN	1:4
AS	1:6
Clerical	1 (9a-9p)

e. Step Down (~~8E,~~ 7W)

Charge	1 with no assignment
RN	1:3
AS	1:6
Clerical	1 (~~9~~7a-~~9~~7p)

f. Medical/Surgical Telemetry - ~~High acuity~~ (4N and 8E)

Charge	1~~Night charge takes an assignment~~ with no assignment
RN	Days 1:4 / Nights 1:4
AS	Days 1:6 / Nights 1:6

1. ~~Medical/Surgical (telemetry capable) (2 Care, 5E, 5W, 5NC, 5C, 6E, 6W, 6S)~~

~~Charge~~	~~1~~
~~RN~~	~~Days 1:4 / Nights 1:5~~
~~AS~~	~~Days 1:8/ Nights 1:6~~
~~Clerical~~	~~1~~

g. Medical/Surgical Telemetry (5N/C)

Charge	2 with no assignment
RN	Days 1:4 / Nights 1:5
AS	Days 1:6/ Nights 1:8
Clerical	1 (9a-9p)

h. Medical/Surgical Telemetry (5 East)

Charge	1 with no assignment
RN	Days 1:4/ Nights 1:5
AS	Days 1:6/ Nights 1:8
Clerical	1 (9a-9p)

i. Medical/ Surgical Telemetry (5 West)

Charge	1 with no assignment
RN	Days 1:4/ Nights 1:5
AS	Days 1:8/ Nights 1:10
Clerical	1 (9a-9p)

j. Medical/ Surgical Telemetry (6 East)

Charge	1 with no assignment
RN	Days 1:4/ Nights 1:4
AS	Days 1:6/ Nights 1:6
Clerical	1 (9a-9p)

i. Medical/ Surgical Telemetry (6 West)

Charge	1 with no assignment
RN	Days 1:4/ Nights 1:5
AS	Days 1:6/ Nights 1:8
Clerical	1 (9a-9p)

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h.	NICU	
	Charge RN	1 (may have a modified assignment)
	RN 1	2-3 newborns (requiring intermediate care)
	RN 1	1-2 Newborns (requiring intensive care)
	AS	shared with Mother Baby
i.	Labor & Delivery	
	Charge RN	1 ~~(may have a modified assignment)~~with no assignment
	RN - First Stage of Labor	1:2
	RN Tolac Delivery	1:1
	RN - Second & Third Stage of Labor	1:1 *
	Transition/Del RN	1:1 *
	*(1 RN can care for both Mother and the baby when both mother and baby are stable)	
	Surg Tech	1:1 ~~per unit~~
	Clerical	1 per unit
j.	Mother Baby Unit/Post-Partum	
	Charge RN	1 ~~(may have a modified assignment)~~(modified assignment for up to 2 couplets)
	RN	1:3 couplets
	Lactation Consultant	1:15
	Clerical	1 per unit (9a-9p)
	AS shared with NICU	1 per 15 mothers.
k.	Operating Room (incl. CVOR)	
	Charge RN	1 with no assignment
	RN	1:1
	Service Line Leaders	4
	Surgical Technologist	1:1
	Periop Attend (will be a surg tech)	1
	Anesthesia Technicians	3
	Center Hall Lead Tech	1
	Clerical	1 (~~6a-6p~~day shift Mon-Sat)
	EVS	3 (Days)
l.	PACU	
	Charge RN	1 with no assignment (day and evening shift)
	RN – Adult	1:2 or 1:3 if holding
	~~RN – Pediatric~~	~~1:1~~
	RN Critical Care/Craniotomy	1:1
	AS	1 (12 hours, Mon-Fri)
m.	Ambulatory Surgical Unit	
	Charge RN	1 with no assignment (day shift)
	Pre-Procedure RN	1:1 until patient prepped
	Post-Procedure RN	1:3

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	AS	1- 2 on unit based on volume
	Clerical	1 (7a-3p)
n.	GI Lab	
	Charge RN	1 with no assignment
	RN Pre-Procedure	1:3
	RN Procedure	1:1 (2:1 if moderate sedation)
	RN Advanced Procedure	~~3:1~~2:1
	RN Recovery	1:2
	NA for recovery beds~~/ Endoscopy Tech~~	1
	~~Clerical~~Endoscopy Tech	1
o.	Dialysis	
	Charge RN	1 during normal hours of operation
	RN	1:2
	Dialysis Technician	1 (8a-6p, Monday - Saturday)
p.	Mercy Cath ~~/ IR~~	
	~~RN (responsible for conscious sedation if given)~~	~~1:1~~
	~~Radiologic Technologist~~	~~1:1~~
	~~Circulator (RN or Radiologic Technologist, only if conscious sedation is given)~~	~~1:1~~
	Circulating RN	1:1
	Radiologic Technician	1:1
	Scrub Tech or RN	1:1
	*minimum of 3 staff per case	
q.	IR	
	Charge RN	1
	RN	1:1
	Radiologic Technician (C-Arm)	1:1
	Radiologic Technician	1:1
	Scrub Tech or RN	1:1 (2d RN only if conscious sedation)
	*minimum of 4 staff per case	
r.	SNF/OLV	
	RN (RCC)	1-3
	LPN	1/unit
	AS	12/days, 10/eves, 4/nights
	Clerical	2 (Mon-Fri)
	Rehab Aide	2 (Mon-Fri)
s.	Mercy Interventional Unit	
	Charge RN	1 with no assignment
	RN Immediately post	1:3 for post anesthesia; 1:1 for first 30 min
	RN Overnight non critical	1:4
	RN Overnight critical	1:2
	AS	1

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t.	Stress Lab	
	RN	1
	Echo Tech	1
u.	Mercy Ambulatory Care Center	
	Charge Nurse	1 with modified assignment
	Triage Nurse	1
	RN	1:4
	AS	1:5 ~~2 (7a-11a), 3 (11a-3p), 2 (3p-11p), 1 (11p-7a) [Mon-Fri; cumulative]~~ ~~1 (7a-11a), 2 (11a-3p), 2 (3p-11p), 1 (11p-7a) [Sat-Sun; cumulative]~~
	Fast Track/Internal Waiting RN	1 (10a-10p)

Section 10. Staffing Ratios for Kenmore Mercy Hospital

a.	Emergency Department	
	Charge Nurse	1 with no assignment
	RN	1:4 or 1:1 / 1:2 if critical patient
	Triage	1
	AS	~~3~~4 days / ~~3~~4 eves / ~~2~~3 nights
	Fast Track/PIT RN	1:8
	~~Resource~~ Clinical Support RN	~~1~~2 [assignment]
	Clerical	1
b.	ICU	
	Charge	1 with no assignment
	RN	1:1 or 1:2
	AS	1:8~~5~~
c.	Telemetry (3 East)	
	Charge	1 with no assignment
	RN	Days 1:4 / Nights 1:5
	AS	Days 1:8 / Nights 1:8~~6~~
	Unit clerk/~~m~~Monitor tech	1 ~~[on dedicated Telemetry Unit]~~
d.	Medical/Surgical (2 West, 2 East, 2 South)	
	Charge	1 with no assignment
	RN	Days 1:5 / Nights 1:5
	AS	Days 1:8~~5~~ / Nights 1:8~~6~~
	Clerical	1 (7a-7p) 1 (7a-11p on 2 South)
e.	MRU	
	Charge	1 with no assignment
	RN	Days 1:5 / Nights 1:5
	AS	Days 1:6 / Nights 1:8
	Clerical	1 (7a-3p Mon-Fri)

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a. ~~Post-Surgical Orthopedic (2 South)~~

~~Charge~~	~~1~~
~~RN~~	~~Days 1:4 / Nights 1:5~~
~~AS~~	~~Days 1:8 / Nights 1:6~~
~~Clerical~~	~~1 (7a-11p)~~

f. Operating Rooms

Charge RN	1 for all hours of operation
RN	1:1
Surgical Technologist	1:1 non ortho / or 2:1 ortho holder
Center Hall assignment	1
Anesthesia Tech	1
AS	2
Clerical	1
EVS	2
GI:	
RN Pre-Procedure	1:3
RN Procedure	2:1
Scope Tech	1

g. PACU

Charge RN	1:2 for all hours of operation
RN ~~Adult~~	1:1 or 1:2
RN ~~Pediatric~~	1:1 (Pediatric; Critical Care)
~~Critical Care~~	~~1:1~~
AS	1 ~~and~~ (2 at peak)

h. Ambulatory Surgery Unit

Charge RN	1
RN	1:4
AS	1 ~~and~~ (2 at peak)
Clerical	1 (10a-6p)

b. ~~GI Lab~~

~~Charge RN~~	~~1 + assignment~~
~~RN Pre-Procedure~~	~~1:3~~
~~RN Procedure~~	~~2:1~~
~~RN Post-Procedure~~	~~1:2~~
~~Scope tech~~	~~1~~

c. ~~MRU~~

~~Charge~~	~~1~~
~~RN~~	~~Days 1:5 / Nights 1:6~~
~~AS~~	~~Days 1:6 / Nights 1:6~~
~~Clerical~~	~~1 (7a-3p Mon-Fri)~~

i. Interventional Radiology

Charge RN	1 with assignment
RN	1
RN Conscious Sedation	2:1
Radiologic Technologist	1:1

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j. Stress Lab

RN	1
Echo Tech	1

k. Pre-Surgical Testing

RN	1:1

l. Dialysis

RN	1:2

Section 10. Staffing Ratios for Sisters of Charity Hospital-St. Joseph Campus

a. Emergency Department

Charge Nurse	1 with no assignment
RN	1:4 or 1:1 / 1:2 if critical patient
Triage	1 with no assignment
AS	~~1:5~~ 1 at 7a; 1 at 11a; 1 at 7p (includes Fast Track coverage when open)
Fast Track RN 6 Pts	1~~2~~
~~Fast Track NA 6 Pts~~	~~1~~
Clerical	1 (11a-11p)

b. Surgical – Hall 4

Charge RN	1 without assignment (7a - 7p)
Charge RN overnight	1 with modified assignment (7p - 7a)
RN	1:4
~~*as volume increases, AS staffing will be reviewed by the CSC.~~	
AS	1 (9a-5p)

c. Operating Rooms

Charge RN	1
RN	1:1
Surgical Technologist	1:1 or 2:1
Anesthesia Assistant	1
AS	1
EVS	3 (all of Periop)

d. PACU

Charge RN	~~1:2~~1:1
RN – Adult	1:2 (Phase I patients)
~~RN – Pediatric~~	~~1:1~~
~~Critical Care~~	~~1:1~~
AS	1

e. Ambulatory Surgery Unit

Charge RN	1 with modified assignment
RN	1:4
AS	1~~2~~
Clerical	1 (8:30a-4:30p)

f. GI Lab

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Charge RN	1 without assignment
RN Pre-Procedure	1:3
RN Procedure	2:1
RN Advanced Procedure	3:1
RN Recovery	1:2
NA / Endoscopy Tech	2
Clerical	0.5 (days)

g. Clearview

Charge RN	1 without assignment (7a-7p Mon-Fri)
RN	2
LPN	1
Treatment Aide	1 (11a-7p)
Counselors	Per Oasas Guidelines (7:00 am to 11:00 p.m. 7 days/week) Coverage appropriate for pt population
Admission Coordinator	1 (Monday through Friday)
Office Coordinator	1 (Monday through Friday)

Section 12~~11~~. The parties agree that if during the life of these agreements the patient population changes on any unit noted in Sections 9-11 above, the CSC will evaluate and review any impact regarding the ratios above.

Section 13~~12~~. In the event that the ratios for all job titles on a unit falls below the established ratio levels on a given shift, the Employer will re-establish the agreed upon number of nurses through methods including utilization of float pool nurses, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses. If the recruiting method is not successful, the employee may complete a Protest of Assignment form.

Section 14. Enforcement (effective January 1, 2027).

A staffing dispute may occur when:

i. The Union claims a pattern of violations of the staffing ratios in Sections 9-11 above and/or the staffing grids in CT Article 41;

ii. The Union claims a pattern of failure to post open shifts or positions and/or to recruit for staff for the units/departments in Sections 9-11 above and/or CT Article 41.

If the Union claims a pattern as referenced in Section 14(a)(i) or 14(a)(ii) above, then it may file a grievance under CT Article 8 (Grievance Procedure), subject to the expedited procedures below.

The parties agree the average daily census, bed capacity, patient acuity, staffing mix, admissions, and discharges, availability of supplemental staff, unit/department schedule, unforeseen surges in census, daily staffing logs, daily staffing assignment sheets, efforts to fill vacant positions/shifts, unplanned absences that are not reasonably foreseeable (including tardiness and leaving early), and other relevant information may be used to determine whether a pattern of violations exists.

To constitute a pattern of violations, the violations alleged must have persisted for a period of at least three (3) months.

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Grievances claiming a pattern of violations under this section shall be initiated in writing and submitted directly at Step 2 within thirty (30) calendar days after the alleged pattern of violations is alleged to have occurred or the grievance shall be deemed waived.

A meeting will be held within seven (7) calendar days of the initiation of the grievance, unless mutually waived/extended. The Employers/Hospitals shall render a decision in writing to the appropriate Union representative within seven (7) calendar days of the Step 2 discussion, unless mutually waived/extended.

If there is no resolution of the grievance, the Union may submit the matter to mediation and, if necessary, arbitration by sending written notice to the Employers/Hospitals within seven (7) days of the Step 2 Decision. The parties will mutually select five (5) mediators/arbitrators to serve on the panel on a rotating basis.

A mediation session shall be scheduled within fourteen (14) calendar days of the written notice in Section 13(f) above. The arbitrator shall attempt to mediate the dispute, and if unsuccessful, will serve as arbitrator for the dispute.

If there is no mutual agreement within seventy-two (72) hours from the start of mediation, an arbitration shall be scheduled by the parties as soon as possible with the arbitrator who mediated the dispute. If the arbitrator who served as the mediator is unable to confirm a mutual date within thirty (30) days after the written notice in Section 13(f) above, the next arbitrator in the rotation will be contacted to schedule the arbitration. If none of the arbitrators in the rotation can schedule an arbitration date within thirty (30) days after the written notice in Section 13(f) above, the parties will then meet to agree on another arbitrator.

If the arbitrator finds the Employers/Hospitals are at fault and responsible for a staffing dispute (as defined above), then the arbitrator has the same authority as any arbitrator under CT Article 8 (Grievance Procedure), including but not limited to Sections 7 and 15 of CT Article 8.

Notwithstanding the process above, if the Department of Health (DOH) is actively investigating alleged staffing violations that are the subject of a grievance under this section, any arbitration will be held in abeyance pending resolution of the DOH investigation process, but processing of the grievance and mediation may proceed. "Actively investigating" for purposes of this article means the DOH conducting a site visit concerning alleged staffing violations that are the subject of a grievance under this section. The mere fact that employees have filed staffing violation forms with the DOH does not mean the DOH is "actively investigating" those alleged staffing violations.

~~Section 14. CWA and Catholic Health believe that creating a healthy work environment (HWE), which enables nurses and other healthcare workers to provide the highest standards of compassionate patient care, is essential. It is also critical that employees be respected while they are at work. A healthy work environment leads to better nurse staffing and retention, less moral distress and lower rates of workplace violence.~~

~~There are six (6) standards that are fundamental to a healthy work environment:~~

n. ~~Skilled Communication: Skilled communication can save lives. Promoting open and effective conversation among team members optimizes patient outcomes and encourages essential collaboration. It also helps newer nurses get up to speed more quickly. Among units implementing the six (6) HWE standards, 89% of nurse survey respondents claim RNs are as proficient in communication skills as they are in clinical skills.~~

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o. ~~True Collaboration: A team that works together succeeds together. Collaboration among nurses and staff ensures more efficient, effective patient care and a more supportive environment where team members can develop in their practice. It's no surprise that 92% of survey respondents who work in units implementing the six (6) HWE standards report high rates of collaboration among nurses.~~

p. ~~Effective Decision Making: Improving patient care starts with empowering the people who care for those patients. When nurses have a seat at the table alongside other healthcare professionals and organization leaders, we have an opportunity to design protocols that benefit both team members and patients. Optimal outcomes and greater job satisfaction are more likely when nurses actively influence decisions that impact the quality of patient care.~~

q. ~~Appropriate Staffing: Appropriate staffing is clearly linked to the health of the work environment. It affects everything in your unit, including nurse performance and retention, quality of care, patient outcomes and hospital costs. It's time for a new staffing model that meets the needs of patients, families and the nurses who care for them. These HWE critical elements and evidence-based resources can help the nurses in their journey to appropriate staffing, better patient outcomes, and a healthy work environment~~

r. ~~Meaningful Recognition: A healthy work environment starts with recognizing team members for the value they bring to the organization. Although nursing is one of the most rewarding professions, it can also be among the most challenging. Having systems in place to recognize nurses in a way that is individualized, and meaningful can help provide a well deserved honor and enhance a sense of value, leading to greater nurse fulfillment~~

s. ~~Authentic Leadership: A good leader sets the tone for the unit. AACN's research shows that healthy work environments are much more likely to have nurse leaders who fully embarrass the six HWE standards, creating a culture of compassionate care for team members and patients. Authentic leadership also equips nurses with the skills and encouragement they need to grow their practice. The result is a more knowledgeable, cohesive unit that consistently elevates patient care.~~

~~CWA and Catholic Health agree to the following steps to create and foster a HWE for employees:~~

f. ~~Hire a subject matter expert whose job it would be to implement and see this project to completion.~~

g. ~~Perform an assessment of current environments and culture utilizing the AACN HWE assessment tool.~~

h. ~~Review assessment results with team members.~~

i. ~~Provide education and professional development on HWE standards, utilizing AACN resources.~~

~~*From the American Association of Critical-Care Nurses (2005). AACN standards for establishing and sustaining healthy work environments: A journey to excellence. Available at: aacn.org~~

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Communications Workers of America, AFL-CIO
Kenmore Mercy Hospital/Mercy Hospital of Buffalo/St. Joseph Campus
2025 Contract Negotiations

Article 41
Technical ~~and Ancillary~~ Employee Staffing

Section 1. The Employers/Hospitals agree to staff to the following minimum staffing guidelines in the departments/units specified, when such departments/units are open and operational, and subject to Section 10 below.

Section 2. **Kenmore Mercy Hospital**

Ultrasound			
Monday - Friday		**Saturday - Sunday**	
7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 8:00 p.m.	1
10:00 a.m. - 11:00 p.m.	1	8:00 a.m. - 4:00 p.m. (Saturday)	1
7:30 a.m. - 8:30 p.m.	1	Friday 11:00 p.m. - Saturday 7:00 a.m. (Call)	1
11:00 p.m. - 7:00 a.m. (Call)	1	Saturday 8:00 p.m. - Sunday 7:00 a.m. (Call)	1
		Sunday 8:00 p.m. - Monday 7:00 a.m. (Call)	1

MRI	
Monday - Friday 6:30 a.m. - 2:30 p.m.	1
Monday - Friday 9:00 a.m. - 5:00 p.m.	1
Monday - Friday 11:00 a.m. - 7:00 p.m.	1
Monday - Friday 7:00 p.m. - 6:30 a.m. (Call)	1
Friday 7:00 p.m. - Monday 6:30 a.m. (Call)	1
When a patient is in the MRI suite, there will be 2 MRI safety trained personnel in the MRI Suite. Personnel can consist of two (2) Level 2 MRI safety trained employees or one (1) Level 1 and one (1) Level 2 MRI safety trained employee.	

Respiratory	
Days	4
Nights	3
Dedicated PFT	1

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X-Ray					
Monday - Friday		**Saturday**		**Sunday/Holidays**	
7:00 a.m. - 3:00 p.m.	3*	7:00 a.m. - 3:00 p.m.	2	7:00 a.m. - 3:00 p.m.	2
8:00 a.m. - 4:00 p.m.	4*	8:00 a.m. - 4:00 p.m.	1	3:00 p.m. - 11:00 p.m.	2
11:00 a.m. - 7:00 p.m.	1	3:00 p.m. - 11:00 p.m.	2	11:00 p.m. - 7:00 a.m.	1
12:00 p.m. - 8:00 p.m.	1	11:00 p.m. - 7:00 a.m.	1		
3:00 p.m. - 11:00 p.m.	2				
4:00 p.m. - 12:00 a.m.	1				
11:00 p.m. - 7:00 a.m.	1				
* Will include IR Techs assigned to work in X-Ray. From 11:00 p.m. to 7:00 a.m., a Level 1 MRI safety trained X-Ray or CT Tech will accompany the MRI Tech in the event of a call in during those hours.					

CT					
Monday - Friday		**Saturday**		**Sunday/Holidays**	
7:00 a.m. - 7:00 p.m.	1	7:00 a.m. - 7:00 p.m.	1	7:00 a.m. - 7:00 p.m.	1
7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 3:00 p.m.	1	7:00 a.m. - 3:00 p.m.	1
8:00 a.m. - 4:00 p.m.	2	11:00 a.m. - 7:00 p.m. or 12:00 p.m. - 8:00 p.m.	1	3:00 p.m. - 11:00 p.m.	1
3:00 p.m. - 11:00 p.m.	2	3:00 p.m. - 11:00 p.m.	1	7:00 p.m. - 7:00 a.m.	1
7:00 p.m. - 7:00 a.m.	1	7:00 p.m. - 7:00 a.m.	1	11:00 p.m. - 7:00 a.m.	1
11:00 p.m. - 7:00 a.m.	1	11:00 p.m. - 7:00 a.m.	1		
From 11:00 p.m. to 7:00 a.m., a Level 1 MRI safety trained X-Ray or CT Tech will accompany the MRI Tech in the event of a call in during those hours.					

EKG	
Days (Monday - Friday, coverage from 7:00 a.m. to 7:00 p.m.)	2
W/E and Holidays	1
Respiratory does EKGs at night (7:00 p.m. - 7:00 a.m. Monday - Friday and 3:00 p.m. - 7:00 a.m. Weekends and Holidays).	

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Mammography	
Tuesday, Thursday, Friday	1
Monday, Wednesday	2

Echo					
Monday - Thursday		**Friday**		**Saturday**	
6:30 a.m. - 4:30 p.m.	2	6:30 a.m. - 4:00 p.m.	2	7:00 a.m. - 3:00 p.m.	1
Call (4:30 p.m. - 6:30 a.m.)	1	Call (Friday 4:00 p.m. - Saturday 7:00 a.m.)	1	Call (Saturday 3:00 p.m. - Monday 6:30 a.m.)	1

Section 3. **Mercy Hospital of Buffalo**

Respiratory	
Days	**Nights**
11*	9
*Includes 1 Dedicated PFT	

CT	
Job Title	**Number of Staff**
RN	1 (Monday - Friday for conscious sedation, monitoring, or medication administration)
Tech	2 CT Techs, or 1 CT tech/1 CSA or Transport aide per scanner when in use at all times. 1 available for OR (day shift only).

MRI	
Job Title	**Number of Staff**
RN	1 (Monday - Friday for conscious sedation, monitoring, or medication administration)
Tech	2 techs per machine

CSA (Imaging Only)	
First Shift	2
2nd Shift	Transport
3rd Shift	1

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X-Ray		
Monday - Friday	**Saturday**	**Sunday**
11	6	6
5	4	4
3	3	3
Total staffing complement, including leads.		

EKG	
Shift	**Staff**
Days	3
Evenings	2
ITAs or Respiratory covers nights.	

Ultrasound	
Shift	**Staff**
Monday through Friday (day shift)	3*
Saturday and Sunday (day shift)	2*
Evenings (11 a.m. - 11 p.m.)	1
Nights	1
*1 Tech = TCD.	

Echo			
Monday - Friday		**Saturday - Sunday**	
Days	5	Days	3

Section 4. **MACC**

Respiratory		
Unit	**Days**	**Nights**
PFT	1	0

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CT	
Shifts	**Techs**
Day	2
Evening	2
Night	1.5*
*1/2 shift assisted by ITA from ED.	

X-Ray				
Monday - Friday			**Saturday**	**Sunday**
Shift	**Tech**	**Lead Tech**	**Tech**	**Tech**
1st	3	1	3*	2*
2nd	3	0	2	2
3rd (covered by CT)	0	0	0	0
* 1 Tech can be the Lead Tech.				

Ultrasound	
Shift	**Tech**
Monday through Friday (day shift)	2
Saturday (day shift)	1

Section 5. **Sisters of Charity Hospital, St. Joseph Campus**

CT/X-Ray						
	Monday-Thursday		**Friday**		**Saturday-Sunday**	
	CT	**X-Ray**	**CT**	**X-Ray**	**CT**	**X-Ray**
1st Shift	2*	3	2*	2	1*	1**
2nd Shift	1	1**	1	1**	1	1**
3rd Shift	1	1**	1	1**	1	1**
* 1 Lead CT Tech/1 Hybrid CT Tech or 2 Hybrid CT Techs. ** Can be X-Ray Tech or Hybrid CT Tech.						

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Ultrasound*	
Shift	**Tech**
Days (Monday - Saturday)	1 per machine in use
Evenings	0
Nights	0
*Non-staffed hours covered by call.	

Sleep Lab		
Shift	**Secretary**	**Tech**
Days	2	1:2
Evenings	0	
Nights	0	

Section 6. **East Aurora**

Ultrasound	
Shift	**Tech**
Days (3 days per week)	1
Nights	0

Mammography/X-Ray	
Shift	**Tech**
Days	1
Nights	0

Section 7. **MCCC**

Ultrasound	
Shift	**Tech**
Days (3 days per week)	1
Nights	0

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Mammography/X-Ray	
Shift	**Tech**
Days	1
Nights	0

Section 8. **Med Park**

Ultrasound	
Shift	**Tech**
Days	1
Nights	0

Mammography	
Shift	**Tech**
Days	1.5
Nights	0

X-Ray/Mammo	
Shift	**Tech**
Days	2.5
Nights	0

Section 9. **Marian Building**

Peri-Natal Ultrasound	
Shift	**Tech**
Monday - Thursday (7:15 a.m. - 5:15 p.m. or 7:30 a.m. - 5:30 p.m.)	2

Section 10. Employees in direct patient care roles shall be fully relieved of patient care responsibilities during designated meal and break periods. "Fully relieved" shall mean the employee is not responsible for call bells, alarms, patient monitoring, or any aspect of clinical care during their designated meal and break periods.

A sub-committee of the CSC will be formed with an equal number of members of the front-line staff and management to develop a plan to ensure employees are fully relieved during their meal and break periods and their assignments are covered during meal and break periods. Current practices for meal and break period coverage will continue until an alternative method is agreed upon and implemented.

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Section 11. This Article may be enforced pursuant to Section 13 of CT Article 40 (effective January 1, 2027).

~~Effective upon the ratification of these Agreements, the following Full Time Equivalents (FTEs) will be hired and maintained for the life of these Agreements. Such hiring will be in addition to the current vacancies in each of these departments and will be based upon the FTEs reflected in the June 21, 2021 position controls.~~

~~Section 1. Kenmore Mercy Hospital:~~

- ~~Imaging Department~~

a. ~~X-Ray — 2.5 FTEs~~
b. ~~CT Scan — 1.5 FTEs~~
c. ~~Ultrasound — 1.0 FTEs~~

- ~~Respiratory Therapy — 6.0 FTE hired to facilitate:~~

d. ~~Respiratory Therapist — 4 RTs on every day shift~~
~~3 RTs on every night shift~~
~~PFT Respiratory Therapist — 1 RT in the Department~~

~~Section 2. Mercy Hospital of Buffalo:~~

a. ~~Imaging Department~~

e. ~~X-Ray — 3.7 FTEs~~
f. ~~CT Scan — 2.9 FTEs~~
g. ~~Ultrasound — 2.7 FTEs~~
h. ~~MRI — 1.0 FTEs~~
i. ~~Mammography — 2.0 FTEs~~

b. ~~Respiratory Therapy — 5.0 FTE hired to facilitate:~~

j. ~~Respiratory Therapist — 10 RTs on every day shift~~
~~8 RTs on every night shift~~
~~PFT Respiratory Therapist — 1 RT MACC~~
~~1 MHB Lab~~

c. ~~Environmental Services~~

k. ~~Environmental Service Workers — 8.2 FTEs on weekday shifts~~

d. ~~Dietary — 5.0 FTEs hired to facilitate:~~

l. ~~Dietary Staff — 4.9 FTEs on weekday shifts~~

e. ~~Transport~~

~~Transporters — 3.9 FTEs on weekday shifts~~

~~Section 3. Sisters of Charity Hospital – St. Josephs Campus:~~

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b. ~~Sterile Processing~~

~~- Sterile Processing Technician 2.0 FTEs~~

~~For EVS and Dietary, it is understood that the current positions will continue and positions will continue to be monitored through the Clinical Staffing Committee.~~

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