

Article 90
Technology, Artificial Intelligence, and Automation

Section 1. The Employer shall provide the Unions notice of any major new proposed technological change that impacts employees across Kaleida e.g. EMR, ~~Bridge and Corner~~. The Employer will provide updates of such new or revised information as it becomes available. This notice shall take place at Oversight Committee.

Section 2. The Union shall have reasonable access, as appropriate, to Employer personnel who are knowledgeable about any proposed new major technology to review and discuss information concerning any impacts on members of the bargaining units(s).

Section 3. Employer purchasing representatives and managers in areas where new equipment or technology is being contemplated to be purchased or used on a trial basis will, to the extent as practical and appropriate, seek input from employees who will use such equipment and technology regarding the operational feasibility and efficiency of such equipment and technology.

Section 4. The Employer and the Union recognize that Artificial Intelligence (AI) is evolving and may in time offer technologies that serve to enhance quality of care and services offered. To the extent the Employer implements AI technology, AI systems must comply with existing laws. Additionally, the Employer is committed to providing training to ensure that all affected employees can use the AI technology effectively, efficiently, and safely.

Section 5. The Employer recognizes the importance of obtaining end-user input prior to implementing new AI technologies. Accordingly, in the event the Employer plans to implement new AI technology expected to impact Union members' terms or conditions of employment, including but not limited to their performance of work duties, the following principles and process shall apply:

- a.) The Employer will notify the Unions 120 days in advance of purchasing new AI technologies consistent with Section 1 above **when practicable**. While the parties recognize that the timeframe for providing notice will differ depending on the circumstances and AI technology in question, they agree that the purpose of advance notice is to give end users information about the potential purchase and an opportunity for input about the AI technology and its implementation.
- b.) Upon the purchase of new AI technologies, the Employer will continue engaging end users prior to implementation, including by providing further relevant information that may become available about the new technology, meeting to discuss features and capabilities of the new technology, implementation of the new technology, and any

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expected impacts on Union members' terms and conditions of employment resulting from such implementation.

- c.) Upon request, the Employer and Unions will bargain over the impact of new AI technology on Union members' wages, hours or other terms and conditions of employment, including training opportunities which may be appropriate relative to the new AI technology and severance if an employee experiences a loss of employment solely as a result of the implementation of AI technology. The Employer will provide the Unions with relevant data to facilitate informed bargaining consistent with its legal obligations.**
- d.) The Employer commits to providing comprehensive training for all staff utilizing AI technologies. Such training will be developed with input from the Unions and affected employees to ensure that it meets the workforce's needs and facilitates smooth integration into daily operation.**
- e.) The Employer will not use AI technologies solely for the purpose of monitoring employee actions or imposing discipline. An exception exists for security-related AI technologies designed to ensure a safe and secure workplace and to protect the welfare of employees, patients, the general public and personal property. The use of AI technologies will not violate an employee's privacy rights.**

Section 6. Job Security: Both parties commit to exploring all possible alternatives that protect the interests of Union members while addressing the Employer's operational needs. If AI implementation may lead to job displacement, decreasing hours, or freezing positions, the Employer shall prioritize retraining and upskilling initiatives for affected members to ensure:

- a.) Transition into new roles created by technological advancements.**
- b.) Educational opportunities to prepare employees for other job opportunities within the system (hard-to-fill positions) utilizing the 1199 SEIU Training Fund and Article 77, Workforce Training and Retraining.**
- c.) If the above does not result in job placement for the employee, Article 51 will be utilized.**

Section 7. Nothing in this Article shall be read to prevent the Employer to exercise its management rights to decide which type of equipment or technology to purchase, lease or acquire or require the Employer to bargain about its decisions to purchase or lease same.

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