

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 2 – Responsible Relationship

The Employer and the Union recognize that it is in the best interest of the parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To **ensure** ~~insure~~ that this relationship continues and improves, the Employer and the Union and their respective representative at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representatives of all employees covered by this contract. Each party shall bring to the attention of all employees in the unit covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to **ensure** ~~insure~~ adherence to this purpose.

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**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 11 - Union Representation

Section 1. The Union may select from employees in the bargaining unit, one Chief Steward and one alternate steward, for a total of no more than two (2) for the purpose of handling grievances or other legitimate Union business. Paid time off as provided for in Section 4 of this Article shall be provided to Union designated Steward/Chief Steward.

Section 2. If a Steward/Chief Steward is not available for Union business, an officer or executive board member may identify themselves to the supervisor as the person who will be acting on behalf of the Steward/Chief Steward for the period of the absence of such Steward.

Section 3. The Union shall furnish the Employer a listing of the designated Steward/Chief Steward. Wherever there is a change in Steward/Chief Steward, the Union shall give written notice to the Employer and such list of change notice shall be authorized and executed by the Secretary-Treasurer of the Local Union, the Union's Local President, or such other Union official designated by the Union.

Section 4. The Steward/Chief Steward shall restrict their activities to the handling of grievances or other legitimate Union business. The Steward/Chief Steward shall not be permitted more than **fifteen (15)** ~~12~~ total hours of paid time per pay period to conduct union business.

Section 5. The Employer shall not be obligated to pay Steward/Chief Steward for time spent in grievance handling or grievance meetings beyond the end of their regular shift nor when they are not scheduled to work, unless the Employer schedules meetings for such times. If so scheduled, payment shall be provided for as per Article 59, Salaries.

Section 6. The Steward/Chief Steward shall be required to obtain approval from their immediate supervisor to leave their work stations or to take time to investigate and adjust grievances. Where practical, such approval, shall be granted without unreasonable delay. It shall be understood that these employees shall report back to their work stations promptly after the completion of Union business.

Section 7. In the interest of the efficient and orderly conduct of business and the economical use of time, the following activities shall not be conducted on Employer paid time by any bargaining unit employee:

- a. activities connected with organizing efforts and the internal management of the Union;
- b. solicitation of membership;

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8/19/24

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- c. circulation of authorization cards or petitions;
- d. collection of dues or other assessments;
- e. solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations;
- f. campaigning for Union office;
- g. distribution of literature.

Section 8. It is agreed that the collection of dues and soliciting of membership shall be allowed on Employer premises, but not on Employer paid time. However, it is to be clearly understood that if any of the above listed activities cause a disturbance or the disruption of the orderly conduct of business, such privileges may be revoked immediately.

Section 9. When an employee, covered by this Agreement is interviewed by a representative of the Employer, and the result of such interview could be discipline, or a counseling is to occur, the employee will be so informed and will be offered union representation during such interview. It is understood that the Union representative shall not interfere with the Employer representative's interview or investigation.

Section 10. The employees who are elected or appointed to a bargaining committee for the purpose of negotiating a successor to this Agreement will be excused from work for contract negotiations and union bargaining caucus. The Employer will pay lost time wages for the time spent meeting with the Employer at the table in active negotiations.

Section 11. Steward/Chief Steward may request to be off a total of twelve (12) unpaid days or ninety (90) hours (to be used in any increment) per year for union business. Requests will be granted upon advance notification, providing the operation of the site is not adversely affected.

Section 12. Any employee that is excused from work for union business, regardless of whether it is with or without pay, will maintain his/her category of employment and will not lose any benefits provided for in this Agreement, subject to the plan documents.

Section 13. The Union shall be provided two (2) hours at each new employee orientation for the purpose of addressing new employees hired into the bargaining unit. The time will be from 2:30 pm until 4:30 pm, employees will be compensated on a straight time basis.

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2026 Contract Negotiations**

Article 15 - Per Diem Employees

Section 1. A per diem employee is one that works on a day-to-day basis in accordance with the provisions of this Article. Per diem employees will not be guaranteed to work a specific number of hours.

Section 2. When a per diem position in the bargaining unit is vacant, it must be posted and filled in accordance with Article 39, Job Bidding, before it can be offered to an external candidate.

Section 3. Per diem employees will have seniority as defined in Article 42, Seniority.

Section 4. Orientation:

- a. Orientation requirements will be determined by the manager.
- b. Per diem employees will be required to complete the annual review packet.

Section 5. Per diem employees will not be used to permanently replace regular employees. Per diem employees will be required to work three (3) shifts per month.

Section 6. Per diem employees will be scheduled as follows:

- a. Per diem employees will submit their time requests as per Article 35, Hours of Work and Work Schedules. Per diem time requests will be considered after the requests of all benefitted employees. The Employer will make a reasonable effort to accommodate these requests.
- b. Per diem employees shall give the Employer at least four (4) hours notice for cancellation of any given shift.
- c. The Employer shall give per diem employees at least one (1) hour notice of cancellation of services for any scheduled shift.

Section 7. Benefits:

In recognition of Section 196b of the New York State Labor Law, per diem employees shall accrue up to a maximum of fifty-six (56) hours per year in accordance with the NYS Sick Leave, Section 196b of the NY Labor Law, at a rate of one (1) hour per every thirty

TA 5/1/26 EWS
5/1/26

(30) hours worked. Per diem employees may use these hours in accordance with the law in four (4) hour blocks. These hours will be carried over from year to year up to maximum of fifty-six (56) hours. These hours are not payable at termination from employment, but will transfer should a per diem employee be hired into a benefitted position.

b. Per diem employees shall continue at the pay step they leave as a regular employee. External applicants shall be hired and shall receive step increases as per Article 59, Salaries. Per diem employees shall receive step increases as per Article 59, Salaries, as well as negotiated wage increases.

c. Overtime provisions negotiated shall also apply to per diems.

d. All differentials shall be paid if applicable.

e. Per diem employees shall be able to participate in any Employer group medical insurance plan that permits the enrollment of per diem employees. However, the Employer shall not be required to pay any part of the per diem employee's premium.

f. Per diem employees shall be eligible for the Retirement Plan in accordance with the provisions of each plan.

g. Per diem employees are entitled to Workers' Compensation and New York Disability benefits.

h. Any extended sick bank time accrued as a benefitted employee shall be retained for the duration of their employment.

i. If a per diem employee changes status to a benefitted position, the employee shall begin to earn accrual of all benefit time (paid time off) based on their years of continuous employment from their original date of hire.

j. Per diem employees shall be entitled to all Employer discounts (~~i.e., hospital discounts~~) **for which they are eligible under Article 54 .**

Section 8. Benefitted Employees who transfer to a per diem position shall not lose any paid time off, earned prior to the transfer. The employee shall be paid all accrued, unused paid time off **over fifty-six (56) hours. Employees may carry over up to fifty-six (56) hours or opt to be paid out.**

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 17 - On-Call Pay

Section 1. An employee (CE 2 and above) will be considered "on-call" and entitled to on-call pay as described in this Article when scheduled to take call, and:

- a) When the employee must carry a ~~beeper~~, a Kaleida paid cell phone or utilize their own cell phone for a specific period of time, or
- b) When the employee must remain at a single location for the purpose of being available to receive a telephone call to report to work.

Section 2 An employee will not be considered on-call in any situation other than those described above.

Section 3. An employee on-call as described in a.) and b.) above, will be entitled to a weekly stipend of six hundred **fifty** dollars (**\$650**) (~~\$600~~) a week, prorated for employees who are on-call for less than a week.

Section 4. When paged or called, on-call employees will initiate follow-up communication (call back) or acknowledge ticket within 30 minutes of initial contact. If it is determined that the on-call person must go to the site, (by hospital leadership) the employee shall arrive onsite within 2 hours from when hospital leadership determines the on call person must report.

The on-call person will clock in with each after hour call back. If it is determined that the on-call person must go to the site, an employee shall be entitled to a minimum of four (4) hours pay from the time they answered the call or pay for the hours actually worked on the call-in, whichever is greater, plus any on-call they are due. It is understood that the four (4) hour minimum applies to each occurrence when an employee is called into work. If an employee is on-call and is called into work less than four (4) hours prior to the start of ~~their his/her~~ shift, and the on-call assignment extends into the employee's regularly scheduled shift, the employee will be entitled to the minimum four (4) hours pay.

If it is determined that the on-call person does not have to go to the site, the on-call person will be paid a minimum of fifteen (15) minutes or for actual time worked if longer.

Section 5. An employee will be considered "called in":

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8/19/26

- a.) when the employee who is on-call is called into work and reports for work; or
- b.) when the employee who works from his/her previous shift into **their** ~~his/her~~ period of on-call is held over for one (1) hour or more.

This call-in payment will be made at the overtime rate, and will include shift differential and holiday pay if applicable. Holiday pay will be paid when an employee comes in on-call between the hours of 6:00 pm on the eve of the holiday and ending at 11:00 pm on the day of the holiday.

Section 6. On-call time shall not count towards the calculation of eligibility for overtime compensation received for on-call time, however shall be included in an employee's base rate for calculating an employee's overtime rate of pay.

Section 7. Only hours actually worked when the employee is called in will be paid at time and one half times the base rate. All worked hours will be considered for the purpose of calculating overtime.

Section 8. Any employee who pays to park when responding while on-call will be reimbursed.

Section 9. **On-call guidelines can be reviewed by a small sub-committee of volunteers no more than once per year. The guidelines shall be voted on by the employees who take on-call.** ~~Development of on-call guidelines will be completed by a committee of members, management and Union representation within 3 months of ratification of this agreement.~~

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 24 - Disability

Section 1. Employees who become disabled by a non-occupational injury or illness are entitled to the benefits outlined in the New York State Disability Benefits Law (NYSDBL) and the terms of this Agreement.

Section 2. All employees, except for high school students, are eligible for disability benefits under the NYSDBL after working four (4) consecutive weeks.

Section 3. All employees will follow the procedure outlined below in filing a disability claim and in qualifying for benefits:

- a.) An employee must be under the care of a health care provider (as defined in the NYSDBL) who certifies that the employee is unable to work due to an injury or illness that did not arise out of, or in the course of employment.
- b.) The employee must notify his/her manager that he/she is disabled and unable to report to work. The employee must then call in the claim to the disability claims administrator within forty-eight (48) hours from when the disability is reported to the manager. The disability claims administrator will send to the employee a disability claim package.
- c.) If an employee is certified as medically disabled by his/her medical doctor and the employee is not eligible for NYSDBL because he/she has utilized the statutory limit of twenty-six (26) weeks in the previous fifty-two (52) week period, the employee will be allowed to utilize his/her ESB while absent from work. The Employer will contribute the Employer's share towards the employee's health insurance for fifty two (52) cumulative weeks, regardless of the number of claims within the previous seventy eight (78) weeks.
- d.) It is the responsibility of the disability claims administrator to keep the employee updated on the claim status and any need for further medical documentation.
- e.) The employee and the employee's health care provider must supply all requested information to the disability claims administrator in order for the employee to receive NYSDBL benefits.
- f.) During the period of disability, the employee's wages will come from two (2) sources:
 1. under the NYSDBL benefits, the employee will receive payments equal to fifty percent (50%) of his/her average weekly wage, up to the maximum benefit provided for by law. The average weekly wage is based on the last eight (8) weeks of employment immediately before the disability occurs.

TA 5/1/26 EWS
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Benefits will be paid for a maximum of twenty-six (26) weeks of disability in a fifty-two (52) week period; and

2. from Kaleida Health as outlined in Section 4 below.

- g.) There is a seven (7) day waiting period including weekends, during which no benefits will be paid. Benefit rights begin on the eighth (8th) consecutive day of disability.
- h.) Disability benefit payments will be mailed to employees directly from the insurance company and will be subject to Social Security, Medicare and withholding taxes. The first payment will arrive within four (4) business days after the fourteenth (14th) day of disability or four (4) business days after the receipt of the claim, whichever is later.
- i.) Employees who receive NYS disability payments are responsible for reporting benefits paid as taxable income. The disability claims administrator will send a form W-2 stating the amount of taxable benefits paid to each employee who received disability payments during the year.
- j.) The Employer or the disability claims administrator may require employees who are claiming disability benefits to submit to a medical examination by a health care provider designated by the Employer. Such examinations will be paid for by the Employer. If an employee does not notify the disability administrator of his/her inability to attend the scheduled exam, he/she will be responsible for the actual cost of the missed appointment or twenty-five dollars (\$25.00), whichever is less.
- k.) If an employee's disability satisfies the requirements of both the Family and Medical Leave Act (FMLA) and the NYSDBL, the time spent on disability will count toward the employee's twelve (12) weeks of annual leave under the FMLA. Employees' contractual rights under the FMLA are outlined in Article 35, Leave of Absence/Family and Medical Leave.
- l.) An employee will not be eligible to receive NYSDBL benefits or supplemental PTO/ESB pay while working for another employer or working in a business owned by the employee or conducting any union business for which pay is received.

Section 4. An Extended Sick Bank (ESB) will be established and long term sick time accrued as per Article 36, entitled Paid Time Off. Time in the ESB is intended to provide income to employees during periods of disability, including the seven (7) day waiting period referred to in Section 3(g) above, who qualify for benefits under NYSDBL or who have an illness or injury certified by the employee's medical doctor.

- a. ESB payments will be processed and distributed for disabled employees on a bi-weekly basis. **Additional needs for supplementation will be ran on a weekly basis.**

and employees must pay the full cost of any other benefits they wish to continue during the personal leave of absence.

Section 7. An employee who is preparing to return to work following a disability will follow the procedure outlined below:

- a. The employee's health care provider must submit documentation to the Employer's disability claim administrator of the employee's ability to return to work **full duty without clear restrictions that can be accommodated in accordance with the Americans with Disabilities Act (ADA). Employees must make every effort to submit their return to work notes to the Integrated Absence department at least three (3) days prior to the expected return to work date.**
- b. The employee may be required to pass a fit-for-duty examination by the Employer's Employee Health Department prior to being authorized to return to work. Such fit for duty examination will be scheduled and completed within three (3) business days of the provided medical certification allowing the employee to return to work.
- c. If the employee has any restrictions on regular duties, or with his/her hours of work, Integrated Absence will be notified and will work with the manager to view the employee's return to work in conjunction with the Americans with Disabilities Act (ADA), or with the Family and Medical Leave Act (FMLA).
- d. If an employee does not return to active status or apply for an unpaid leave of absence by the date the employee's health care provider releases the employee to return to active work status, or by the end of the fifty-second (52nd) cumulative week of disability within the previous seventy eight (78) weeks, the employee will be considered to have resigned from active employment consistent with Article 42, Seniority, Section 2.
- e. When employees are certified as able to return to work, and return prior to 52 (fifty two) weeks of leave elapsing, will return to the position they held prior to their disability. Employees who return after 52 (fifty two) weeks of leave will be returned to the position they held prior, if available. If the position they held previously is not available, they will be able to take any vacancy to which they are qualified.

Section 8. If an employee's claim for disability is rejected or not paid by the Employer's third party administrator, the employee may appeal that decision to the New York State Workers' Compensation Board's Division of Disability. A Notice of Rejection form (Form DB-451) will be sent to the employee. The employee must complete the reverse side of the Notice of Rejection and mail it within twenty-six (26) weeks to the Disability Benefits Bureau (address is included on the Notice of Rejection).

- b. There is no limit in the amount of time that can be accumulated in the ESB during the employee's service with Kaleida Health.
- c. The Employer will pay the difference between the employee's regular base rate of pay (including shift differential and premium rate due, e.g. weekend pay or multi-site float pool pay) and the actual amount paid to the employee under the NYSDBL up to the limit of the employee's ESB. **Disability supplementation is based on a Monday – Friday calculation using annual hours, not the employee's actual scheduled shifts. The employee's waiting week will be defined as the date of Disability through the date of benefit over seven (7) calendar days.**
- d. When the actual period of disability exceeds the limits set by NYSBDL, the disabled employee has the option of utilizing his/her PTO once his/her ESB has been exhausted and as outlined in Article 36, Paid Time Off.
- e. Long term sick leave accumulation is reduced from the ESB as follows:
 - 1.) one (1) day for each day paid for by the Employer where illness or injury is not covered by New York State Disability Insurance (**as described in 4c above**); or
 - 2.) after disability payments begin, employees may use ESB/PTO hours to supplement benefits up to the amount of their regular weekly pay **ESB/PTO will be paid out according to balances at the time of supplement received from the carrier. Employees may opt out of receiving PTO by signing the PTO waiver form. The PTO waiver will take effect the pay period following its receipt.**

If an employee depletes his/her ESB during an approved period of disability, the employee will be entitled to use any available hours in his/her paid time off bank, to supplement NYSDBL benefits up to the amount of his/her regular weekly pay.

Section 5. While an employee is disabled, the Employer will continue to contribute the Employer's share toward the employee's benefits outlined in the Agreement for a period of fifty two (52) cumulative weeks as defined in section 3(c) above. Employees are responsible for paying the employee portion of these benefits.

Section 6. If an employee is still disabled after the benefits provided under the NYSDBL expire, the employee will continue to be classified as disabled as long as the disability continues to be certified by the employee's medical provider for up to an additional twenty-six (26) cumulative weeks, as defined in section 3 c) above. For purposes of this section, eligibility for the extended period of disability (i.e. the twenty-six (26) weeks provided beyond state law) shall be based on a look back period which will not exceed seventy-eight (78) weeks. If the disability will continue after the fifty-two (52) cumulative week limit as outlined above, the employee may apply for one (1) leave of absence for a period not to exceed six (6) months. During a personal leave of absence for the employee's disability, the employee may use ESB as stated in Section 4. of this article. The Employer will continue to contribute to the basic life insurance coverage only

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MJ 5/1/20

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 26 - Leave of Absence

Section 1. A leave of absence without pay may be granted to all full-time and part-time employees covered by this agreement after one (1) year of continuous employment for the following reasons:

- a.) compelling personal;
- b.) extended personal illness leave following worker compensation and/or disability;
- c.) educational leave;
- d.) union business leave;
- e.) Family and Medical Leave Act (FMLA per statute); and
- f.) New York Paid Family Leave (PFL per statute).

Section 2. Leaves of absence shall not exceed six (6) consecutive months in duration. Employees may request a six (6) consecutive month extension before the end of the original six (6) month period. A request for leave of absence will not be denied arbitrarily. Requests for a leave of absence ~~for maternity reasons~~ **or an extension thereof for any reason, will be granted considered, only after all applicable state and federal leaves have been exhausted. Requests for a leave of absence for maternity reasons will be granted.** Requests for a leave of absence will not be approved for an employee who is working for another Employer, unless the second job was held prior to the leave request or in a business owned by the employee, during the course of the leave of absence.

Section 3. An employee's application for a leave of absence must be made in writing to their supervisor, and except cases of emergency (See Section 4), must be submitted at least thirty (30) calendar days in advance of the date the leave is requested to begin and a response will be provided to the employee within seven (7) calendar days. The request must include the beginning and ending dates of the leave being requested. If the request is granted it shall be the employee's responsibility to arrange for coverage of the cost of any employee benefit programs they wish to continue during the leave of absence. The Employer will not contribute toward the cost of any employee benefit program other than basic life insurance while an employee is on a leave of absence, with the exception of a leave of absence under the FMLA and/or PFL (Section 12. for FMLA and/or Section 15. for PFL). Failure to make such arrangements with the Corporate Benefits Department will be cause for the Employer to terminate the benefits during the leave of absence.

Section 4. Emergency leaves of absence: Eligible Employees will be granted an unpaid emergency leave of absence upon request in the following circumstances:

TA 5/1/26 EWS
PJ 5/1/26

- a.) to pregnant employees where there is a potential threat to the employee's pregnancy;
- b.) serious illness or injury of an immediate family member, domestic partner or dependent; and
- c.) for a death in the immediate family, including domestic partner.

Section 5. Extended Personal Illness following Workers' Compensation and/or Disability: Leaves of absence will be granted automatically to eligible employees in the case of a workers' compensation or disability dispute; however granting of the leave is contingent upon certification of workers' compensation or disability. An employee requesting a leave of absence for extended personal illness will be entitled to one leave of absence no longer than six (6) months in duration. Upon return to work from such leave, the employee will be returned to a position of equal rank and status if such a position is available. Every reasonable effort will be made for an employee to return to the position held when the leave began. If there is no such position, the employee would then be placed on layoff status.

Section 6. Educational Leave of Absence: Eligible employees who request, with proper verification, will not be arbitrarily denied an educational leave of absence provided that the leave is for an educational program intended to advance the employee's career at Kaleida Health. Proper verification includes identification of the educational institution, verified course or program, with confirmed dates of courses and/or clinical dates. When granted, it is understood that the unpaid leave is limited to the dates of courses and/or clinic dates, if applicable. The employee is expected to return to work immediately after completion of the designated leave.

Section 7. Union Business Leave: Subject to the limitations of unpaid leave in the Article 11, Union Representation: Employees who are elected or appointed to office in the Union which represents the employees in the bargaining unit covered by this Agreement will be granted a leave of absence. Such leave of absence shall be without pay, without loss of seniority, and with continuation of health insurance, life insurance, retirement and dental benefits. Employees on such leave shall not be eligible to participate in the 403(b) program. It is the employee's responsibility to arrange for coverage, pay for any applicable premiums and arrange for the coverage of any deductions usually taken from salary checks for these benefits and failure to make such arrangements with the Human Resources Department will be cause for the Employer to terminate the benefits during the leave of absence. Application for a leave of absence under this section shall be made as outlined in Section 2 above. The employee will return to last prior position. If the position has been filled, the least senior employee on the unit, in the same job title, category and shift will be subject to layoff.

Section 8. The granting of a leave of absence will protect the employee's hire date for all purposes for which a hire date is used. If an employee returns from a leave of absence other than FMLA or PFL within ninety (90) days, for the duration of the approved educational leave, from the effective date of the leave, then the employee will be returned to his/her original position. An employee returning from a leave of absence should contact his/her department head and Human

Resources at least seven (7) calendar days prior to the expected return date to be placed back on the schedule.

If an employee returns after ninety (90) days, or up to a semester for an educational leave from an approved leave of absence or the completion of an educational leave, from the effective date of the leave, then the employee will be returned to a position of equal rank and status if such a position is available. Every reasonable effort will be made for an employee to return to the position held when the leave began. If there is no such position, the employee would then be placed on layoff status. It is understood that once an employee is on layoff status, that employee will be entitled to all recall rights outlined in the Article 42, Seniority. An employee returning from a leave of absence should contact their department head and Human Resources at least seven (7) calendar days prior to the expected return date to determine whether a suitable position is available.

Section 9. The returning employee may need to obtain medical clearance from the Employer's Employee Health physician, or designee, prior to returning to work following a leave of absence. If an employee is not medically cleared to return to work, they will be eligible to apply for New York State Disability. Employees returning to work following a leave of absence for other than personal illness shall obtain medical clearance only if they missed their yearly health screens while on leave. Employees returning to work from a leave of absence must make arrangements with the Corporate Benefits Department to re-enroll in their benefits.

Section 10. Failure to return to work on the first work day following expiration of a leave of absence or an extension thereof, will be considered as a voluntary termination of employment.

Section 11. Employees who take a leave of absence may return to work prior to the scheduled expiration date of the leave after complying with Sections 8 and 9 above.

Section 12. Family and Medical Leave Act (FMLA)

a.) An unpaid personal leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by this Agreement, will be granted under the provisions of the Family and Medical Leave Act of 1993 and this collective bargaining agreement. Family medical necessity will be defined as:

- (1) For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
- (2) In order to provide care for a son, daughter, spouse, parent, who has been diagnosed with a "serious health condition".
- (3) For a leave for the employee's own "serious health condition", if the condition makes the employee unable to perform the daily functions of his/her position.
- (4) Any qualifying exigency (urgent need/demand) arising out of the fact that the spouse, son, daughter, parent, of the employee is on active duty (or has been

TA EWS 5/1/26
RJ 5/1/26

notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.

If an employee's spouse is also an employee, each may take twelve (12) weeks of leave as provided herein.

- b.) Leaves of absence will be granted under the provisions of the Family and Medical Leave Act of 1993 under the same terms and mechanisms outlined in Sections 1 and 2 or after the employee has reached 1250 hours of service, inclusive of paid union representation time during the twelve (12) month period preceding the leave. The form to be utilized in applying for all leaves should be obtained from Human Resources.
- c.) The following definitions shall be applicable:
 - (1) Son or daughter – a biological, adopted or foster child, stepchild, legal ward or child of a person standing in “loco parentis.”
 - (2) Dependent – a person who the employee will claim as a dependent on their federal income tax for the year in which the leave is taken.
 - (3) Serious health condition – an illness, injury, impairment or physical or mental condition involving either:
 - (a) Inpatient Care involving at least an overnight stay in a hospital, hospice or residential medical care facility. FMLA leave based on this portion of the definition also extends to any period of “incapacity” (defined as inability to work due to the serious health condition or recovery from that condition), and any subsequent treatment (including examinations to determine the existence of a serious health condition), in connection with the inpatient care.

OR

- (b) Continuing Treatment by a health care provider. FMLA leave based on this portion of the definition is available in any one or more of the circumstances described in (A) – (E) below:
 - (A) A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (i) treatment two or three times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider), or

(ii) treatment by a health care provider on at least one occasion that results in a regiment of continuing treatment (e.g., a course of prescription medication or therapy requiring special equipment) under the supervision of the health care provider.

(B) Any period of incapacity due to pregnancy, or for prenatal care.

(C) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:

(i) requires periodic visits to a health care provider;

(ii) continues over an extended period of time; and

(iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(D) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member or dependent must be under the continuing supervision or, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer, severe stroke, or the terminal stages of a disease).

(E) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

d.) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners.

e.) An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week, as provided for by the FMLA. Prior approval, as per the FMLA, will be required. An approved request for intermittent FMLA leave is active for a maximum of one (1) year and must be reapproved if intermittent leave is still needed. The employee may periodically be required to provide

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re-certification of the need for intermittent FMLA leave, but not greater than once in a thirty (30) day period. The Employer will require medical certification of a serious health condition from the employee's physician. Once the leave is certified, Corporate Benefits shall have the sole responsibility for requiring re-certification. Failure to provide medical certification when required may result in denial of the leave.

- f.) A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave is used to determine the "twelve (12) month period" in which the twelve (12) weeks of leave entitlement occurs.
- g.) Eligibility for leave based upon the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- h.) In cases where the leave is foreseeable, the employee must provide the Employer with at least thirty (30) days advance notice of the leave. If the leave must begin in less than thirty (30) days, the employee should notify the Employer at the earliest time possible. If an employee fails to provide thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the day notice is provided.
- i.) Employees on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for illness of a family member will be entitled to medical and dental insurance coverage for a period of twelve (12) weeks if such employees are currently participating in the medical and dental plans. The twelve (12) week period of jointly paid health insurance, will include any period of disability for which the Employer has paid its share of the health insurance premiums.
- j.) Any employee on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for a period not to exceed twelve (12) weeks will be returned to his/her job at the end of the leave. If the leave exceeds twelve (12) weeks, he/she will be returned to a position of equal rank and status.
- k.) The time period for any period of absence which can be covered by FMLA, shall include and run concurrently with NYS Disability or Workers' Compensation. shall include and run concurrent with the time period for any leave required by the Family and Medical Leave Act.
- l.) Care for Relative in the Armed Forces

A qualifying employee (reached 1250 hours of service, all paid time-off and union representation time, during the twelve (12) month period preceding the leave) will be permitted to take up to twenty-six (26) work weeks of unpaid leave during a twelve month period to care for a spouse, child, parent, domestic partner, dependent or next of kin in the Armed Forces (including the reserves and National Guard) who is undergoing medical treatment, recuperation, therapy, is otherwise in an outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness. The injury or

illness must have occurred on active duty and may render the service member medically unfit to perform the duties of the service member's office, grade, or rating.

Section 13. An employee granted a leave of absence under this Article, who has PTO time available, shall be required to use all hours in the PTO bank except that an employee shall not be required to take his/her PTO balance below forty (40) hours unless the employee desires to do so. No employee will be granted PTO while on a leave of absence if said employee is currently in the negative or would go negative if the approval was given. In the case of an employee taking intermittent FMLA, all time absence from work must be covered by accumulated PTO, if available.

Section 14. In addition to the leave of absence provisions afforded by the Family and Medical Leave Act and the PTO provisions (including the right to receive PTO donations from other employees) of this Agreement; employee who are approved for a leave of absence for the adoption of a child are entitled to the following:

- a.) full-time employees may utilize up to eighty (80) hours of negative PTO;
- b.) part-time employees may utilize up to forty-eight (48) hours of negative PTO; and
- c.) in addition, employees may utilize these negative PTO hours at any time of the year while on a leave of absence for the adoption of a child.

Section 15. New York State Paid Family Leave:

- a.) The Employer shall comply with the New York State Paid Family Leave Act (PFL) which provides for certain insured wage benefits in case of an employee leave of absence: (i) to care for a family member with a serious health condition, (ii) to bond with a child after birth or placement for adoption or foster care within the first 12 months after the birth or placement, or (iii) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of impending call or order to active duty) in the armed forces of the United States, the insurance premiums shall be paid by way of a deduction from pay, the amount of which shall be determined in accordance with the PFL.
- b.) Family member is defined for the PFL as a spouse, domestic partner, parent, **siblings**, child, parent in-law, grandparents or grandchild, **or as otherwise set forth in New York State Paid Family Leave Law.**
- c.) The Employer shall maintain a policy in accordance with the PFL.

Section 16. Information/data on Leave(s) of Absence, approved and denied, will be presented on a monthly basis at the Labor Management Committee.

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**Clinical Engineering Collective Bargaining Agreement
Employer Counterproposal**

Presented on July 31, 2026

Article 27 – Contracting Out Work

Section 1. Contracting out of work that is normally, customarily and currently performed by the bargaining unit, shall be subject to the following:

- a.) Contracting out work is defined as the use of another employer to perform the work as described above;
- b.) Employer will continue current practice of utilization of contractors/vendors consistent with the provisions of the Bargaining Unit Work/Clinical Engineering Job Protection Article 65; and
- c.) Employer will not use independent contractors and/or agency employees, to permanently fill vacant positions in the bargaining unit. While such persons are in use the Employer will actively recruit to fill the position.

Section 2. A report will be presented at the monthly Labor Management Committee meetings on any new or additional work that is normally, customarily, and currently performed by the bargaining unit, which is being performed by a contractor.

Section 3. The Union shall have the opportunity to discuss the feasibility of returning contracted work to the bargaining unit, including any potential cost savings associated with doing so at the Clinical Engineering Labor Management Committee.

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**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 28 - Job Descriptions

Section 1. All job descriptions and the accompanying qualifications, for all job titles covered by this Agreement, will be available on Kaleidascope.

Section 2. All job descriptions and the accompanying qualifications, which are currently in place shall remain in effect unless the steps outlined in Section 3 below are implemented.

Section 3. Should it become necessary to change existing job descriptions, create new job descriptions or change existing job qualifications, the Employer will produce a suggested change in writing, thirty (30) days prior to the proposed implementation and present it to the Union during their labor management committee. The Union will be provided the opportunity to meet and discuss the proposed changes.

Section 4. If the Union believes that the qualifications for a current job have been modified to favor a particular employee or a particular group of employees; or to prohibit an employee or a particular group of employees from successfully bidding on a position or if the Union does not agree with the rate of pay as proposed by the Employer, the Union may file a grievance at Step 2 of the Grievance Procedure Article of this Agreement provided it does so within twenty (20) calendar days from the date on which the new job qualifications and the new rate of pay are implemented.

Section 5. It is agreed to and understood by the parties that job qualifications are not to be either created or changed for the purpose of excluding or favoring any individual or group of individuals.

~~Section 6. Within three (3) months of ratification, the Union representatives, HR and Management will meet to review/modify all job descriptions in the Clinical Engineering Department.~~

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Section 7. If the Employer is not able to fill a vacancy with a qualified internal or external candidate then the Employer may offer the opportunity to become qualified to the most closely qualified bargaining unit employee. In circumstances where the candidates are equally qualified, seniority shall be the determining factor. Exceptions to this requirement set forth in the job descriptions may need to be in this instance, by mutual agreement of the Parties.

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**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

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Presented on August 21, 2026

Article 35 - Hours of Work and Work Schedules

Section 1. The work week for all employees covered by this Agreement will begin at 12:00 am on Sunday each week and end the following Saturday at 11:59 pm.

Section 2. The regular work shifts for employees working is five (5) days per week, scheduled eight (8) hours/day, paid seven and one-half (7 ½) hours/day, shifts shall be:

Day Shift: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 7:00 am and 3:00 pm;

Evening Shift: For MEPTs ONLY: majority of hours scheduled, inclusive of a one-half (1/2) hour unpaid meal period between 3:00 pm and 11:00 pm;

Any current exceptions to the above shift durations will be maintained. Any new or future exceptions will need to be negotiated with the Unions.

Section 3. Should it be necessary to make a permanent change in the scheduling method or starting and ending times in any department, where possible the Employer will produce a suggested change in writing at least thirty (30) calendar days prior to its proposed implementation. and give the Union an opportunity to write and present a proposal for discussion regarding the change prior to the date of implementation. These changes will be presented at the Labor Management Committee meeting.

Section 4. For MEPTs ONLY Work schedules must be posted one (1) week in advance of the time block. A time block will be defined as a four (4) week period consistent with the Kaleida calendar of time blocks. Posted work schedules may not be changed without the knowledge and agreement of the responsible manager and the affected employee.

Section 5. For all other titles, **the scheduling selection process shall be as follows:**

- a.) Employees are variable site and starting time. **Within thirty (30) days of ratification and thereafter upon hire, Employees shall designate their regular daily start time that aligns with their job assignment and ensures operational needs are met. If an employee wishes to make a permanent change to their regular daily start time, they shall make a request in writing. Any changes to the regular daily start time shall be by mutual agreement.**
- b.) **Employees may arrive to work up to thirty (30) minutes before or after their scheduled start time without being considered tardy, provided the employee works their eight (8) hour shift. Arrival outside of this thirty (30) minute grace period shall be subject to Article 38, Time and Attendance. Enforcement of this will begin on November 1, 2026.**

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- c.) **Employees are expected to work seven and one-half hours per shift and thirty-seven and one-half hours per week. Consistent with Article 18, all overtime must be authorized in advance by the appropriate supervisor via e-mail.**
- d.) **If an employee is requesting to flex their schedule, the request shall be sent via email to management. Employees must make every effort to obtain written authorization in advance from the appropriate supervisor to flex their schedule.**
- e.) **If management requests that an employee flex their schedule, the change must be by mutual agreement.**
- e.) Work at other sites will be self-scheduled by the technician responsible.
- f.) ~~Additionally,~~ Employees may not be mandated to work evenings, nights or weekends.
- g.) Employees will be given advanced notice of any changes in their normal work schedules.
- g.) **Open shift** ~~Each~~ needs will be identified by title and filled by seeking volunteers first, then by scheduling in inverse order of seniority.

Section 6. For MEPTs ONLY: Time requests will be made two (2) weeks in advance of the monthly time block on a form provided by the employer. The approval or disapproval of these requests will be included on the posted schedule (MEPT only). Approval of requests will be distributed as evenly as possible. Should a conflict arise between a requested day off and PTO, the request for PTO will take preference. If a conflict still exists, seniority will govern.

[The new section 6 below shall become effective as of the adoption of the electronic scheduling system]

Section 6. For MEPTs ONLY: ~~Time requests will be made two (2) weeks in advance of the monthly time block on a form provided by the employer. The approval or disapproval of these requests will be included on the posted schedule (MEPT only).~~ **Time requests shall be made at least four (4) weeks in advance of the time block on a form/electronic scheduling provided by the Employer. A time block will be defined as four (4) consecutive weeks. The approval or disapproval of these requests shall be included in the posted schedule.** Approval of requests will be distributed as evenly as possible. Should a conflict arise between a requested day off and PTO, the request for PTO will take preference. If a conflict still exists, seniority will govern.

Section 7. When time requests are submitted after the schedule is posted (MEPT only), the employee is responsible for finding his/her own replacement. An individual employee's request

to change his/her schedule shall be presented in writing, on a form, to the immediate supervisor. The form must be submitted to the immediate supervisor/department manager, signed by both employees affected, prior to the schedule change. When the above steps have been completed, the time change will be approved providing it does not result in an overtime situation.

Section 8. Extra shifts will be defined as an opening that exists on a posted schedule, once all employees are scheduled the hours appropriate to their status and all per diem employees are scheduled to fulfill their requirement. Extra shifts will be equally distributed to those qualified to perform the assignment beginning with the most senior employee in the job title at the site, then in the job title at any site, and finally in any job title at any site, to employees who have requested extra time and as follows:

- a.) a benefitted employee who can work extra hours without incurring overtime;
- b.) a per diem employee who can work extra hours without incurring overtime;
- c.) full-time employees who will incur overtime, in seniority order on a rotating basis (wheel).

Section 9. Unless mutually agreed upon by the Employer and an employee:

- a.) an eight (8) hour shift employee will not be required to work more than five (5) consecutive days;
- b.) the Employer will make its best effort not to schedule an eight (8) hour shift employee to work more than four (4) consecutive days if they fulfill their weekend requirement:

Section 10. For MEPTs ONLY: Employees shall not be mandated to work more than one-half (1/2) of the weekend shifts in any time block.

Section 11. Break and meal periods will be scheduled as follows:

- a.) Each employee shall be given a fifteen (15) minute rest period, with pay, at a natural break point in work operations near the mid-point of the first one-half of their shift and the second one-half (1/2) of their shift for employees working eight (8) hours.
- b.) Each employee that works a four (4) hour shift will be entitled to one fifteen (15) minute rest period.
- c.) Each employee who works a shift in excess of six (6) hours must receive a thirty (30) minute uninterrupted meal period. The only exception is a single-person shift.
- d.) Each employee shall have a thirty (30) minute break at the mid-point of their shift for lunch. It is understood by the parties that the fifteen (15) minute rest period(s) may be added to the lunch break, or combined into a single break, by the mutual agreement of

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the Employer and the employee. Except that employees who begin working before 11:00 am and work past 7:00 pm must receive a meal period of twenty (20) minutes between 5:00 pm and 7:00 pm. This period will be inclusive of one of the fifteen (15) minute rest periods and an additional five (5) minutes of paid time.

- e.) Employees must notify their supervisor when they are unable to take a meal break so that they may facilitate a break for them, except where the employee's position does not allow them to leave their work site. Employees will be paid for missed lunch breaks
- f.) An employee who, is the only employee scheduled in a department, regardless of his/her shift duration, and is either unable to take a meal period, or is called back from his/her scheduled meal period, or any employee that is called back from his/her lunch shall be entitled to take a full thirty (30) minute uninterrupted meal period within the specified time frames. If not, the employee shall fill out an exception log entry and will be paid the entire thirty (30) minutes.

Section 12. Time worked shall be recorded by an automated time system, at the Employer's option

**Clinical Engineering Collective Bargaining Agreement
Employer Counter-Proposal**

Presented on June 30, 2026

Article 36 - Paid Time Off

Section 1. All full-time **and part-time** employees are eligible for Paid Time Off (PTO) according to the following schedule.

PTO			
Years of Service	Accrual Rate per Hours	Maximum annual hours	# of days
Start date to Last Day of 4th Year	.1269	247.5	33
First Day of 5th Year to Last Day of 9th Year	.1462	285	38
First Day of 10th Year to Last Day of 24 th Year	.1538	300	40
First Day of 25 th Year forward	.1615	315	42

Section 2. All full-time **and part-time** employees are eligible for extended sick time according to the following schedule.

ESB		
Accrual Rate Per Hours	Maximum Annual ESB Hours	Maximum Annual ESB Days
0.0231	45	6

Section 3. Each eligible employee will be assigned a Paid Time Off (PTO) bank to accumulate hours to use for all paid time off. In addition to PTO, each eligible employee will be assigned an Extended Sick Bank (ESB) for use during periods of short term disability **as per Article 24 Disability** or during period of workers' compensation **as per Article 25 Workers' Compensation**. Such workers' compensation will include periods of work related illness or injury resulting in an absence of less than seven (7) days. **Use for periods of short term disability will only include instances where the employee filed a claim for short term disability benefits and that claim was either approved by the carrier or the underlying condition lasted seven (7) days and would have been approved and paid by the carrier if the disability continued beyond the statutory waiting period.**

Section 4. Eligible employees shall accrue PTO at a rate based on years of service as defined by their date of hire, and ESB as detailed in the tables above. PTO is accrued on all hours worked up to seventy-five (75) hours in a pay period.

Section 5. Employees are eligible for, and may use PTO as it is earned. Earned hours are those hours that are accrued and accumulated in the PTO bank and owned by the employee. Hours are banked on the Monday following pay day each pay period.

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Section 6. The employee's pay check stub should reflect the net PTO and ESB balances, as well as any time in his/her transitional bank, as of the beginning of the previous pay period.

Section 7. An employee changing from part-time or per diem status to either full-time or part-time status shall begin earning PTO from the first day of the pay period worked in the new status.

Section 8. PTO is an accrual system with paid leave time earned for each hour paid as well as for each hour of excused absence, or other paid leave time which substitutes for regular work hours, up to the maximums outlined in Sections 1 and 4 above. It is understood that:

- a.) PTO and ESB is not earned for time spent on-call as per Article 17, On-Call Pay; or for time spent on an approved unpaid leave of absence as per Article 26, Leave of Absence.
- b.) excused union representation time, as per Article 11, Union Representation, will accrue PTO as though the excused union representation time are hours worked up to the maximum of hours hired to work per pay period; and
- c.) scheduled PTO will be considered as time worked for the purpose of computing overtime.

Section 9. Paid Time off will be reported/requested as follows:

- a.) The calendar year shall be divided into two (2) periods. These requests will be approved by seniority:
 - 1.) Period 1 will be by November 1 of the preceding year for all time requests for January 2 through June 30;
 - 2.) Period 2 will be by March 1 for July 1 through December 31.

Unless there are extenuating circumstances that adversely affect the Employer's ability to provide notification, failure to do so within thirty (30) days will result in the Employee's PTO request to be considered approved by default. All requests and notifications will be done electronically (this may include inside the automated system or by email or text)

- b.) PTO may also be requested on a day to day basis, first come first serve, with 24 hours notice to management. These days will be approved at the time of the request and not unreasonably or arbitrarily denied. If the manager fails to respond, the PTO will be automatically approved.
- c.) Unscheduled absences must be reported at least one (1) hour prior to the start of the employees shift.

- d.) PTO will be paid for all hours of a scheduled or unscheduled shift or partial shift. Employees do not have the option to take time without pay except as defined for excused absence time defined in section 8 above.
- e.) Up to two (2) shifts of paid time off will be designated for personal reasons.

Section 10. The new PTO plan year begins on the first day of the first pay period of the new calendar year and will be as follows:

- a.) **December 27, 2026;**
- b.) **December 26, 2027;**
- e.) ~~December 18, 2022~~

The PTO plan year ends on the last day of the last pay period of the calendar year.

Section 11. If a benefit earning employee transfers to a non-benefited position or is laid off, available PTO hours will be paid out in cash in the pay period following the transfer of status or layoff. ESB hours will be frozen until the employee returns to a category of employment which receives benefits, at which time the ESB will be re-established to the same number of hours in the ESB at the time the bank was frozen.

Section 12. An eligible employee may voluntarily donate a portion of his/her own PTO benefit hours to another benefited Kaleida employee who is away from work on an approved leave for disability, Family Medical Leave, or personal leave of absence for hardship reasons. PTO donations however, may not begin until the employee off on leave has stopped accruing PTO and that time has been utilized. The employee will be eligible to give hours from his/her own accrued balance of PTO. Time donated will be converted to a dollar value which will in turn be converted to the equivalent hours of time based on the recipient's hourly rate. An employee may donate up to thirty-seven and one-half (37½) hours from their accrued balance in each PTO Plan Year. Donations may be made from accrued, unused PTO only. ESB Hours are not eligible for donation. Once donated, the gift is irrevocable. Recipients of donated PTO are eligible to be paid up to seventy-five hours (75) hours of PTO per pay period.

Section 13. Employees on New York State disability or workers' compensation will continue to earn PTO and ESB hours as long as they continue to be paid from either their PTO or their ESB bank.

Section 14. There is no limit on the amount of time that can be accumulated in the ESB during the employee's total service with the Employer.

Section 15. Employees who have completed the probationary period may request PTO hours over and above the accrued balance in their PTO bank up to a maximum of forty (40) hours for full-time employees, and twenty-four (24) hours for part-time employees. Negative balances are not permitted while on an inactive status.

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Section 16. If an employee terminates employment for any reason, including retirement, all accrued, unused PTO and transitional bank time (inclusive of shift differential) shall be paid out in cash in the second pay period following termination. If the PTO bank is negative at the time of termination an amount equal to the employee's hourly pay rate at the time of termination, times the hours necessary to bring the bank back to zero will be withheld from the employee's last paycheck.

Section 17. Annually, at the close of the PTO plan year, the Employer will provide a listing of the ending PTO and ESB balances for each employee. Eligible employees will be offered several options for utilization of accrued PTO. There will be an automatic carryover of up to seventy-five (75) hours for full-time employees, and thirty-seven and one half (37.5) hours for part-time employees.

Any PTO balance in excess of the required carryover amount, as defined in this section, will be bought out in cash based on the rate of pay in effect at the time payment is made and automatically included in the employee's paycheck, after the end of the first four (4) pay periods in the new plan year.

Carryover hours must be used by the end of thirteen (13) pay periods. Any request for PTO hours, made by an employee with a carryover balance, will be automatically deducted from the carryover balance until that balance has been depleted. If an employee makes a good faith effort to use carryover time, but his/her requests are denied, the remaining hours will be bought out in cash and payment made by the last pay period in July. Otherwise unused carryover hours as of the end of pay period thirteen (13) will be transferred to the employee's ESB.

Section 18. Year-end PTO balances in excess of the required carryover amounts defined in Section 17 above, will be automatically bought out in cash based on the rate of pay in effect at the time (inclusive of shift differential) the payment is made in a separate paycheck and paid out in the last full pay period in February of each year. In the event the employee prefers not to take a cash buyout for the excess hours, the employee may elect one of the following options provided they notify the Employer on or before December 31 of each year.

- a.) The employee may direct up to the legally permitted limit, of the cash value of his/her remaining unused PTO hours, to the employee's existing Kaleida Health Savings Investment 403(b) Plan. Contribution will be for the year in which the funds are directed to the account and will be made within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made (inclusive of shift differential), in a separate pay check, which will be no later than the last full pay period in February of each year.
- b.) Employees may elect to contribute, up to the legally permitted limit, fifty (50%) percent of the cash value of his/her remaining unused PTO hours, to the employee's existing Kaleida Health's Saving's Investment 403(b) Plan. Contribution will be for the year in which the funds are directed to the account and payment will occur within the first quarter of the calendar year. The

remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made no later than the last full pay period in February of each year.

- c.) Employees may elect to have all unused hours transferred into their ESB.

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**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 19, 2026

Article 38 - Time and Attendance

Section 1. All non per diem employees are required to notify their department manager, at a designated Kaleida extension, two (2) hours in advance of their scheduled shift if they are not going to report to work or if they know they will be reporting late. Per diem employees must notify the Department four (4) hours in advance per Article 15, Per Diem Employees Section 6(b).

Section 2. The following procedure will apply to employees who are absent from work. In applying the penalties set forth below, it is understood that every employee is allowed fifty-six (56) hours of unscheduled absence (June 1 through May 31) without penalty. The Employer and the Union acknowledge that the collective bargaining agreement between the parties contains comparable benefits and specifically acknowledges Section 196-b of the New York State Labor Law.

Any use of these fifty-six (56) hours, shall not be counted as an absence for the purpose of moving to any level of discipline below:

- a.) After fifty-six (56) hours of absence in any attendance year, his or her supervisor will counsel an employee. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file. (The counseling will be applied after fifty-six [56] hours)
- b.) On the first occurrence of unscheduled absence after the hours permitted in Section 2 in any attendance year, an employee will receive a verbal warning. A copy of said verbal warning will be placed in the employee's personnel file and remain for a twelve (12) month period from the date of the last absence.
- c.) Once an employee has received a verbal warning as set forth above in paragraph b, the next occurrence of unscheduled absence from the date of the last absence beyond the hours permitted in Section 2 above, will result in receipt of a written warning. A copy of said warning will be placed in the employee's personnel file and remain there a twelve (12) month period, from the date of the last absence.
- d.) Once an employee has received a written warning as set forth in paragraph "c" above, the next occurrence of unscheduled the twelve (12) month period, from the date of the last absence, will result in a one (1) day suspension without pay. The day of the call in will be considered the day of suspension if no PTO hours have been paid. A copy of said suspension will be placed in the employee's personnel file and remain there until the end of ~~at~~ the twelve (12) month period ~~from the~~ **date of the last absence.**

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8/21/26

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 19, 2026

- e.) Any employee who has received a suspension without pay pursuant to paragraph d.) above and is absent an additional time in the next twelve (12) month period will be suspended pending administrative review of the employees complete attendance record. If after the administrative review has been completed, the Employer determines termination is warranted, the employee will be terminated.
- f.) It is further understood that none of the aforementioned steps may be skipped and the failure of a supervisor to take action as set forth will advance the days, which trigger any particular level of action.
- g.) Finally, an employee will be offered union representation (if applicable) at each step of the procedure outlined above.

Section 3. The following absences shall not be counted as occurrences of absence in applying discipline under this Article:

- a.) pre-approved paid time off;
- b.) approved leave of absence;
- c.) excused absence with pay for bereavement, jury duty, military service and time off for union business;
- d.) other excused absence approved in advance by departmental managers;
- e.) absence caused by a certified work related illness or injury as defined by the NYS Workers' Compensation Law and Board;
- f.) absence for an illness or injury which qualifies for, and for which an employee receives New York State Disability benefits (including statutory waiting period of seven (7) calendar days for receipt of disability benefits);
- g.) absences covered by the Family Medical Leave Act (FMLA) or Paid Family Leave (PFL);
- h.) any day for which ESB utilization is allowed;
- i.) for absences as follows:
 - (1.) employee is confined as an inpatient in a hospital;
 - (2.) employee has outpatient surgery under anesthesia in hospital surgical suite, free standing surgical center, or in a physician or dental office

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 19, 2026

(excluding routine tooth extractions or dental work); employee may be required to submit documentation in support of this exception.

- (3.) suffers an injury which requires treatment by a physician with a written statement verifying the injury and circumstances;
- (4.) Is banned or absent from working as a result of infection control illness as defined by Employee Health Policy EH 10 – Corporate Employee Health Infection Control and in addition lab confirmed cases of Influenza, or any other pandemic type illness which do not qualify for FMLA or Disability.
- (5.) If an employee is mandated to quarantine per Local, State or Federal Health Authorities, these absences will not count as occurrences and will be considered to be paid leave.

Section 4. Employees who do not report to work and who do not call in to their immediate supervisor to report the absence will be disciplined in accordance with Article 34, Progressive Discipline and Remediation.

~~FOR MEDICAL EQUIPMENT PROCESSING TECHS ONLY~~

Section 5. Tardiness.

FOR MEDICAL EQUIPMENT PROCESSING TECHS ONLY

- a. An employee is considered tardy when he or she arrives for work after the employee's regularly scheduled starting time.
 - 1. An employee who is tardy for a period of five (5) minutes or less will not have that instance of tardiness held against them for the purpose of moving to any level of discipline procedure outlined below. Employees will not lose pay for a tardiness of five (5) minutes or less.
 - 2. An employee who is tardy more than five (5) times in a three (3) month period will receive a counseling. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file.
 - 3. A second counseling will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days.
 - 4. One (1) additional tardiness in the next sixty (60) days for any employee will result in a written warning being placed in the employee's personnel file.

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**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 19, 2026

5. An employee who is tardy again in the next sixty (60) days will be suspended for two (2) days without pay.
 6. Another instance of tardiness in the ninety (90) days following the return of the employee from his or her two (2) day suspension without pay will result in termination.
 7. It is understood that an employee will be offered union representation (if applicable) at each step of this procedure.
 8. None of the steps set forth in this Section 5(a), paragraphs 2 through 6 may be skipped.
- b. If an employee does not have another instance of tardiness during the time frames set forth above, they will go back to the immediate prior step for the purpose of progressive discipline. (i.e. Employee receives a written warning on July 1 and is not tardy again until October 1, employee moves back to step 3. If the employee is not tardy again within the next sixty (60) days the employee will return to step 2. Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames listed in all steps above.

FOR ALL OTHER EMPLOYEES

- c. An employee is considered tardy when he or she arrives for work after the thirty (30) minute grace period in Article 35, Section 5(b).
1. An employee who is tardy more than five (5) times in a three (3) month period will receive a counseling. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file.
 2. A second counseling will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days.
 3. One (1) additional tardiness in the next sixty (60) days for any employee will result in a written warning being placed in the employee's personnel file.
 4. An employee who is tardy again in the next sixty (60) days will be suspended for two (2) days without pay.
 5. Another instance of tardiness in the ninety (90) days following the return of the employee from his or her two (2) day suspension without pay will result in termination.

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 19, 2026

- 6. It is understood that an employee will be offered union representation (if applicable) at each step of this procedure.**
 - 7. None of the steps set forth in this Section 5(a), paragraphs 2 through 6 may be skipped.**
- d. If an employee does not have another instance of tardiness during the time frames set forth above, they will go back to the immediate prior step for the purpose of progressive discipline. (i.e. Employee receives a written warning on July 1 and is not tardy again until October 1, employee moves back to step 3. If the employee is not tardy again within the next sixty (60) days the employee will return to step 2. Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames listed in all steps above.**

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**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 39 - Job Bidding

Section 1. All job vacancies will be posted as follows:

- . The position will be posted on Kaleidascope for seven (7) calendar days.
- b.) The posting shall include the position (job title), posting dates, status, hours per pay period, shift, starting and ending times, pay grade and the qualifications for the position as defined in the job description for the position. A copy of all job postings will be sent to the Union.
- c.) Employees may not be accepted for posted positions until they have completed six (6) months of employment. In addition, an employee who has transferred to a position must remain in that position for six (6) months before applying for another posted position. Except that an employee may apply for a posted position which is at a higher pay grade without regard to the six (6) month limit. This paragraph shall not apply to intra cost center shift change or intra cost center status changes.

Section 2. Posted positions shall be filled by the most senior qualified applicant from within the bargaining unit. If the position cannot be filled from within the bargaining unit, the Employer may fill the position from any source available to the Employer, provided the candidate meets all of the qualifications for hiring into that position. In all instances, the appropriate manager is responsible for the interview and selection of applicants within fourteen (14) days of the end of the posting.

Section 3. A qualified applicant shall be defined as an employee who possesses the entry level qualifications in the job description and is able to do the work when required. Ability to do the work and documented performance, inclusive of disciplinary record, may be considered when awarding a position. The Employer will notify all applicants of the result of their bid in a timely manner not to exceed two (2) weeks from the date the position is awarded.

Section 4. A successful bidder shall be required to serve a sixty (60) calendar day trial period exclusive of any classroom training required. At the midpoint of the trial period the employee shall be evaluated and given written notification if a problem exists. During the trial period, the employee will be returned to his/her original position if the employee elects to be returned or the Employer finds the employee is unsatisfactory in the new position.

Section 5. A successful bidder from another bargaining unit will be given a FAQ showing the difference in Collective Bargaining Agreements. This FAQ will be signed along with the offer letter upon hire.

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Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations

Article 40 - Layoff and Recall

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union and affected employees with at least two (2) weeks notice of the effective date of the layoff;
- b.) by subjecting to layoff the least senior employee or employees in the job title, grade, skills, shift and category of employment;
- c.) all temporary and then probationary employees will be terminated first;
- d.) a full-time employee with seniority who is subject to layoff will have the option of a bump to a lower category of employment;
- e.) **a part-time employee with seniority will have the option to bump the least senior part-time employee, in accordance with Section 1b. above, followed by the steps in Section 2 below.**
- e.) employees who volunteer to be subjected to layoff, by seniority in the job title, and category of employment;
- f.) employees may drop shift and or category of employment any step below.
- g.) **Per Diem employees will only have options to other per diem positions.**

Section 2. When an employee with seniority is subject to layoff or has their position eliminated under Section 1 above, such affected employee shall be placed in a position in the bargaining unit in the following sequence:

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit which is their category of employment, grade, skills, job title and shift provided the employee meets the requirements for hiring into that position.
- Step 2: Second, if no vacancy exists, then the employee subject to layoff may bump the least senior employee in their category of employment, grade, skills, job title and shift.

TA 5/1/26 EAS
RJ 5/1/26

Step 3: Third, if the employee cannot be placed in their category of employment, grade, skills, job title and shift, they shall be offered the option to bump the least senior employee in the next lower grade but in their category of employment and shift, provided the employee meets the requirements for hiring into that position and has more seniority than the incumbent.

Step 4: Fourth, if there is no less senior employee in the next lower grade in their category of employment and shift, the employee may bump the least senior employee in the next lower grade, in their category of employment and shift provided the employee meets the requirements for hiring into that position.

Step 5: Fifth, if the employee cannot be placed in the next lower grade, they will continue to drop to the next grade but in their category of employment and shift. Provided the employee meets the requirements for hiring into that position and has more seniority than the incumbent.

Section 3. When an employee is bumped, they shall have all the rights of this Article as if there were originally subject to layoff beginning with Section 1 of this Article.

Section 4. At other than Step 1, the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid off at that point.

Section 5. It is understood that the employee's response must be provided to the appropriate Human Resources representative within twenty-four (24) hours of the time they were informed of their option(s). Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.

Section 6. Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different category they will have the option to refuse such offer up to two (2) times during the layoff period. Following such refusal, the employee will continue to have recall rights to a position in their job title, category of employment as per Section 2.

Section 7. Recalls from layoff will be by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

Section 8. Employees who are unsuccessful in their optioned position within the first thirty (30) days will be placed on lay off. They will retain all recall rights.

Section 9. Employees on lay off will have recall rights for five (5) years or their length of service, whichever is less.

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 43 - Committees

Wherein there are existing labor management committees which address the subjects of: Medical and Retirement plans, EAP, Workplace Health and Safety, Workplace Violence, Parking, Oversight and Reviewing jobs for market analysis, the CWA Executive Board member or AVP responsible for the Clinical Engineering unit will attend on behalf of the unit. If there is a specific concern that arises during these committees which pertains specifically to the Clinical Engineering unit, it can be placed on the agenda for the Clinical Engineering Labor Management Committee for further discussion.

The Chief Steward (or designee) shall attend Oversight for agenda items which will have an impact on the Clinical Engineering department.

TA 5/1/26 EWS
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**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 48 - Administration of The American with Disabilities Act

~~Section 1. — The Americans with Disabilities Act (ADA) and ADA Amendments Act of 2008 (ADAAA) requires an employer to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship to the employer. Kaleida Health will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Kaleida Health will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant in accordance with the ADA and ADAAA.~~

~~Kaleida Health will reasonably accommodate qualified individuals with a temporary or long-term disability allowing them to perform the essential functions of a job. Reasonable accommodation is any change or adjustment to work environment or in the way things are customarily done that does not cause an undue hardship on the facility and which permits a qualified applicant to participate in the job application process, to perform the essential functions of a job, or to participate as an employee without a disability would.~~

~~An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant. There is no time requirement for employee service before employees qualify for ADA/ADAA coverage.~~

~~All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on appropriate reasonable accommodation of leave until an organizational decision has been made in regard to the employee's immediate employment status.~~

~~Integrated Absence, site Human Resources and Employee Health, are responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues in accordance with The American with Disabilities Act (ADA) Accommodations for Employees Policy (HR022).~~

Section 1. If an employee, who is not out on a disability or workers' compensation absence, presents restrictions or diminished work capabilities, from their health care provider, they will follow the procedures as stated in The American with Disabilities Act (ADA) Accommodations for Employees Policy (HR022).

Section 2. When an employee notifies their his/her manager or Human Resources of a need for an accommodation, the employee is advised to complete a Request for Accommodation form and send the completed form to the Integrated Absence Department. Receipt of this request form will begin the interactive process as outlined below.

TA 5/1/26/EGS
RJ 5/1/26

- a.) Upon receipt of a completed Request for Accommodation form, including any supporting documentation, Integrated Absence will **review the Request and supporting documentation and conduct any follow up with the employee, the employee's medical provider, or Employee Health as may be required and per the ADA/ADAAA. Integrated Absence will** notify site Human Resources, **and** the employee's manager, ~~and Employee Health~~ of the employee's request **once all required supporting documentation has been received.** Integrated Absence will be the coordinator of all ADA/ADAAA requests and accommodations.
- ~~b.) Employee Health will schedule an appointment for the employee within three (3) business days of notification from Integrated Absence. During this appointment Employee Health will evaluate the employee to verify the employee's medical condition and the need for recommended restrictions. Immediately following the exam, Employee Health will send site Human Resources the results of the exam. These findings will be included as part of the ADA record.~~
- e.) ~~b.)~~ Upon receipt of the exam results, ~~s~~Site Human Resources will review the Request for Accommodation form and the employee's job description including duties and responsibilities. Site Human Resources will engage the employee in an interactive dialog to discuss what accommodation would allow the employee to perform the essential functions of his/her job. Site Human Resources will work with the employee's manager to decide if the request for accommodation can be provided consistent with the ADA/ADAAA. Site Human Resources will send a response to the employee with a copy to the manager and Integrated Absence within seven (7) days of **receiving the Request for Accommodation form from Integrated Absence.** ~~receipt of the exam results.~~ If the accommodation cannot be made, site Human Resources will provide **the** reason for denial of the request to the employee, with a copy to the manager and Integrated Absence. This communication will be made by way of the Human Resources Interactive Process form.
- ~~d.)~~ c.) Integrated Absence will send an ADA/ADAA closure notification to the employee, employee's manager and site Human Resources if and when the accommodation period ends. This notification will offer the employee an opportunity to provide medical documentation to support continuation of his/her accommodation period.
- e.) ~~d.)~~ Integrated Absence will retain all ADA/ADAA records.
- ~~f.)~~ e.) If the accommodation requires use of a service animal, see policy IC.1, Visitation of Service Animals.

Section 3. The employer will offer a Union representative to be present during the ADA interactive process.

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

**Article 49 - Technology, Artificial Intelligence, and Automation ~~Health Information~~
Technology**

Section 1. The Employer shall provide the Unions notice of any major new proposed technological change that impacts employees across Kaleida. The Employer will provide updates of such new or revised information as it becomes available. This notice shall take place at Oversight Committee, and the CWA AVP responsible for Clinical Engineering will communicate the information to the members.

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 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

TA 5/1/26 EWS
PJ 5/1/24

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.

c.) If the above does not result in job placement for the employee, Article 40 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.

**Clinical Engineering Collective Bargaining Agreement
Employer Counterproposal**

Presented on August 21, 2026

Article 53 - Medical and Prescription Drug Benefits

Section 1. Upon ratification of this agreement the Employer will provide the Union Align medical and prescription drug plan to all employees covered by this Agreement.

Section 2. The Kaleida Health Medical and Prescription Drug Plan is administered by a third party administrator (TPA) for the medical benefits and a pharmacy benefit manager (PBM) will manage the prescription drug plan. The Employer will not change the medical plan provisions or benefits without the mutual consent of the Union.

Section 3. Eligible employees may apply for the medical and prescription drug coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrollment period with coverage becoming effective the following January 1st. An eligible employee may select any available coverage option.

Section 4. Coverage will begin on the first day of the month following or coinciding with completion of ~~sixty (60)~~ **thirty (30)** calendar days of employment for new hires. Eligible employees may elect to begin coverage the first of the month following hire by incurring one hundred (100%) percent of the group plan cost until such time as they complete ~~60~~ **30** days of employment.

Section 5. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the status change, provided the employee has already completed ~~sixty (60)~~ **thirty (30)** calendar days of employment.

Section 6. Employees who terminate employment with Kaleida for any reason will continue their medical and prescription drug coverage to the last day of the month of termination. Deductions, if any, will be taken from the employee's final pay check.

Section 7. The Employer will contribute the following toward the cost of medical and prescription drug for all employees who elect coverage:

Single Coverage Full-Time: 90%
Employee Plus Spouse Full-Time: 80%
Employee Plus Child(ren) Full-Time: 80%
Employee Plus Family Full-time: 80%

Single Coverage Part-Time: 57.5%
Employee Plus Spouse Part-Time: 55%
Employee Plus Child(ren) Part-Time: 55%
Employee Plus Family Part-time: 55%

Effective January 1, 2027:

Employee Plus Spouse Full-Time: 85%

TH 8/21/26
TH 8/21/26 EHS

**Clinical Engineering Collective Bargaining Agreement
Employer Counterproposal**

Presented on August 21, 2026

Employee Plus Child(ren) Full-Time: 85%

Employee Plus Family Full-time: 85%

Section 8. Contributions to premium payments by the Employer shall not begin until the first of the month following ~~sixty (60)~~ **thirty (30)** days of employment. For changes in employment status, employee contributions will begin/change on the first day of the month following the status change.

Section 9. Employees who retire from Kaleida Health will be eligible to participate in the health plan they are enrolled in at time of retirement through COBRA Continuation or switch to an available Medicare Advantage plan offered by the same carrier of the plan they participate in at time of retirement subject to the insurance company's underwriting and eligibility requirements. The retiree will be responsible for one hundred percent (100%) of the cost of the post-retirement plans.

Section 10. A five hundred dollar (\$500) inpatient hospital co-pay will be incurred at all non-Kaleida facilities with the following exceptions:

- a.) Kaleida doesn't offer the service;
- b.) in an Emergency can go to the nearest hospital;
- c.) if an out of town emergency occur;
- d.) Roswell Park Cancer Institute services.
- e.) **Olean General Hospital**

Section 11. The following prescription drug co-pays will apply:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Non-Kaleida Health facility	\$5	\$20	\$40
b.) Mail Order Pharmacy	\$10	\$40	\$80

The mail order program and maintenance drug program will continue at the three (3) months of prescription for two (2) months of co-pay level.

Section 12. The Employer and the Unions acknowledge that the Medical Plan Awareness Committee will meet for the purpose of resolving issues relative to problems that may arise from the medical and prescription drug plan. Committee meetings will be held on a quarterly basis. The CWA 1168 executive board member who attends on behalf of CWA will also represent the Clinical Engineering unit.

Section 13. Medical Plan Designs ~~Effective January 1st following Ratification.~~

Clinical Engineering Collective Bargaining Agreement Employer Counterproposal

Presented on August 21, 2026

Benefit Level			Non - Union Align Plan Design					
			Optimum Choice (deleting CHS)		Flexible Choice		Out of Network	
			Up Front		Up Front		Up Front	
Deductible			N/A		\$2000/\$4000		\$2000/\$4000	
Coinsurance			N/A		30%		30%	
OOP Maximum			\$6,350/\$12,7000		\$6,350/\$12,700		\$10,000/\$20,000	
Medical Services								
PCP Office Visits			\$15		\$30		Ded/Coinsurance	
Specialist Office visits			\$30		\$60		Ded/Coinsurance	
Preventative Office Visits & Immunizations			\$0		\$0		Ded/Coinsurance	
Diagnostic x-rays, including MRI			\$30		Ded/Coinsurance		Ded/Coinsurance	
Laboratory testing *			\$0		Ded/Coinsurance		Ded/Coinsurance	
Occupational, speech, physical therapy			\$30		\$30		Ded/Coinsurance	
Chiropractor Office Visits			\$30		\$60		Ded/Coinsurance	
Hospital Care								
Inpatient \$500 First Family Discount			\$500		Ded/Coinsurance		Ded/Coinsurance	
Outpatient surgery facility			\$75		Ded/Coinsurance		Ded/Coinsurance	
Emergency room visit (waived if admitted)			\$120		\$120		\$120	
Emergency ambulance (medically necessary)			\$120		\$120		\$120	
Other Services								
Durable medical equipment			50%		50%		Ded/50%	
Annual maximum			\$1,000					
Home health care			\$15	N/A	Ded/Coinsurance		Ded/Coinsurance	
Orthotics			Not covered		Not covered		Not covered	
Urgent Care			\$60		Ded/Coinsurance		Ded/Coinsurance	
Away from Home Guest Membership			Available					
OB Deliveries at CHS (Notes below)			Considered In-Network		Ded/Coinsurance		Ded/Coinsurance	
Medical Services & Cancer Center (conditions under treatment prior to 1/1/2020)			Considered In-Network		Ded/Coinsurance		Ded/Coinsurance	
Prescription Drugs								
Retail Pharmacy			\$5/\$20/\$40		N/A		N/A	

Notes:

- 1.) Conditions under treatment as of 1/1/2020 at a CHS facility will be considered as in-network. Same diagnosis reoccurrences will be governed by the original diagnosis date.

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8/21/26

TA EWS
8/21/26

**Clinical Engineering Collective Bargaining Agreement
Employer Counterproposal**

Presented on August 21, 2026

2.) Roswell and Brylin will be considered in-network.

3.) Obstetrical deliveries and any subsequent care for the neonate will be considered as in-network **for employees hired prior to 1/1/2026 only.**

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 54 - Hospital Discounts

Section 1. The Family First Program provides discounts to eligible Kaleida employees who are enrolled in the Kaleida Health Premium or Align medical insurance plans or enrolled in COBRA for the same plans. The Family First Program will also extend to dependents covered on a Kaleida Health employee's family coverage under the plans named above. The eligible employee and covered dependents must be listed on the medical insurance membership card.

- a.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible employees will be defined as all full-time, part-time and per diem, current active, including those on approved leave of absence, who have completed their probationary period. ~~Physicians on the Kaleida payroll who are classified as full-time, part-time are eligible on the date of hire.~~ Temporary Employees are not eligible. All access to discounts will end at the time the employee is no longer eligible.
- b.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible family members include spouse and dependent children (including stepchildren).

Section 2. Health service discounts shall be provided as follows:

	Covered by Kaleida Medical/ Dental/Vision Insurance	Not Covered by Medical/ Dental/Vision Insurance
Hospital Room	100% discount on difference between private and semi-private room	100% discount on difference between private and semi-private room.
Inpatient Services	Inpatient deductible is waived when using a Kaleida Health facility up to a maximum of \$500. Four (4) free valet parking passes. Free television service. Cafeteria discount passes.	40% discount.
Pharmacy	\$5 reduction on co-pays for all prescriptions filled at a	

TA EHS 5/1/26
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	Kaleida Health Retail Pharmacy.	
	Maintenance drug prescriptions will be filled for a three (3) month time frame for a two (2) month co-pay.	
	Over-the-counter medications available at cost plus 10% if purchased by employees at a Kaleida Health Retail participating pharmacy or gift shop.	Over-the-counter medications available at cost plus 10% if purchased by employees at a Kaleida Health Retail participating pharmacy or gift shop.
	15% discount on retail price of	15% discount on retail price
of	over-the-counter medications at	over-the-counter medications
at	Kaleida Health Retail Pharmacy.	Kaleida Health Retail Pharmacy.
Outpatient Services	75% discount on services not covered by insurance.	40% discount, including emergency department.
	40% discount on amounts over \$15.00 on services not covered by insurance	
Eye Clinics	Optical services excluded.	Optical services excluded.
	Discount applied to charges not covered by medical or vision insurance.	
Dental Clinics	Orthodontia and certain major restorative services excluded.	Orthodontia and certain major restorative services excluded.
Home Covered Services	40% discount on services not covered by insurance. Patient responsibility amounts up to \$15 fully discounted, Amounts over \$15 discounted 40%	40% discount.
Insurance Copayments,	40% discount on amounts over	N/A

Coinsurance and Deductibles \$15. Copayments of \$15 and under waived with proof of eligibility.

**Long Term Care Services
excluding NAMI share**

10% discount on insurance co-pays/coinsurance/deductibles

~~Section 3. There will be no telephone rental service charge for employees and dependents. All long distance charges will be paid for by the employee or dependent.~~

Section 3. The discounts do not apply to:

- a.) Physicians' charges;
- b.) Elective cosmetic surgery;
- c.) Orthodontia, certain major restorative dental services, or purchased dental appliances including dentures;
- d.) In-vitro fertilization;
- e.) Experimental procedures;
- f.) Medical devices;
- g.) Personal services;
- h.) or any service which is not supplied by the Employer.

Section 4. Employee discounts will be processed as outlined below:

- a.) The employee and/or eligible family member will be identified by their participation in the Kaleida Health Premium or Align medical insurance plans.
- b.) The Cash Posting Department captures all accounts with the eligible employee indicator. The Cash Posting Representative will calculate the discount and enter an adjustment for the appropriate amount on the patient account. All eligibility for discounts will be determined **as per Section 1. above.** ~~by the Revenue Cycle Department.~~
- c.) The Cashier will calculate the discount and request payment for the remaining balance if applicable.

TA EGS 5/1/26
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- d.) The Cashier will forward the discount information to the Cash Posting Department where an adjustment will be entered to the patient account for the discount award.

The process for using the Kaleida Health Family First plan and the accompanying benefit summary will be included in the employee annual enrollment process.

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 58 - Retirement Plan

Section 1. Employees covered by this Agreement will continue to receive retirement benefits under the following plans:

- a.) Kaleida Health Pension Growth Plan
- b.) Kaleida Health Savings/Investment Plan

Section 2. For the purposes of this Article the Kaleida Health Pension Growth Plan consists of:

- a.) Cash Balance formula;

Section 3. Effective upon ratification of this Agreement, Employees who retire (as defined in the plan) under the Kaleida Health Pension Growth Plan, at age 55 or older, with twenty (20) years of vested service, will be allowed to utilize up to one (1) year of accumulated ESB hours as compensation to be translated into Pay Credits, consistent with the plan documents.

Section 4. The Employer and the Union agree that one (1) union representative from this bargaining unit will participate in the Retirement Awareness Committee.

Section 5. All employees who are eligible to participate in the Kaleida Health Savings/Investment Plan may also be eligible to receive employer matching contributions, pursuant to plan documents as follows:

- a.) Kaleida Health will match up to fifty percent (50%) for the first **six (6) percent** ~~four percent (4%)~~ of qualified compensation an employee contributes to the plan.

Section 6. The Cash Balance Formula of the Kaleida Health Pension Growth Plan for all eligible participants will be as follows:

- a.) Pay credits as follows:
 - i.) Three percent (3%) of pay for employees with less than five (5) years of service;
 - ii.) Four percent (4%) of pay for employees with five (5) but less than ten (10) years of service; and
 - iii.) Five percent (5%) of pay for employees with ten (10) or more years of service.

TA EES
8/19/25

TA JA
8/19/20

Section 7. Effective January 1, 2027, the Cash Balance Formula of the Kaleida Health Pension Growth Plan will be amended for all eligible participants as follows:

a.) Amend pay credits as follows:

- 1.) Four and one quarter percent (4.25%) of pay for employees with one (1) to four (4) years of service;**
- 2.) Five and one quarter percent (5.25%) of pay for employees with five (5) to nine (9) years of service; and**
- 3.) Six and one quarter percent (6.25%) of pay for employees with ten (10) or more years of service.**

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 21, 2026

Article 59 – Salaries

Section 1.

Title	Starting Wage Rate
Advanced Imaging System Engineer (Grade CE5)	\$41.58
Clinical Laboratory Instrument Specialist (Grade CE5)	\$41.78
Biomedical Equipment Tech III -- Imaging (Grade CE4)	\$36.65
Biomedical Equipment Info Network Specialist (Network Operations Specialist) (Grade CE3)	\$32.44
Biomedical Equipment Tech III (Grade CE3)	\$32.44
Biomedical Equipment Tech II (Grade CE2)	\$27.00
Biomedical Equipment Tech I (Grade CE1)	\$24.00
Medical Equipment Processing Technician (MEPT 1)	\$18.28

- a.) This schedule will be effective July 1, ~~2026 2023~~ for all employees. **This scale reflects a three percent (3%) general increase to the base rate.**
- b.) Effective the pay period containing July 1, ~~2027 2024~~ all employees will receive a **three percent (3%) general increase to the base rate.**
- c.) Effective the pay period containing July 1, ~~2028 2024~~ all employees will receive a **four percent (4%) general increase to the base rate.**

Section 2. Lead pay will be paid to an employee when the normal manager or supervisor is absent or the employee has been assigned lead responsibilities and lead responsibilities are not part of the employee's existing job description. Lead Pay differential shall be two dollars (\$2.00) per hour for all hours worked in that assignment.

Section 3. Shift Differential shall be:

- a.) \$1.40 per hour for the evening shift; and
- b.) ~~\$1.70 per hour for the night shift.~~
Effective the first pay period that includes July 1, 2026, \$2.45 per hour;
Effective the first pay period that includes July 1, 2027, \$2.70 per hour.

Section 4. Paycheck errors of three (3) hours of pay or more will be corrected with a supplemental check upon request within five (5) business days.

TA eyes 8/21/26
TA 8/21/26

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 21, 2026

Section 5. The right to begin new employees in the above Step 1 through Step 6, based on the Employer's assessment of that employee's prior related experience, is reserved to the Employer. Employees who are rehired to work at Kaleida Health within three (3) years of their date of separation, will be placed in the wage step they were in at the time of the separation, provided they return to the same job title.

Section 6. Increases to Step 2 through Step 5 shall occur on the first day of the payroll period following the appropriate anniversary date of the employee's assignment to that Step.

Section 7. Increases to Step 6 through Step 9 shall occur on the first day of the payroll period following the employee's eighth (8"), twelfth (12"), sixteenth (16), and twentieth (20) anniversary date, respective of continuous service for the Employer.

Section 8. When an employee is demoted he/she shall change wage levels, but remain in the Step to which he/she was assigned at the time of such transfer. Such employees will continue to move up in Steps as provided for above.

Section 9. When an employee is promoted, he/she shall be placed in the appropriate step which will not be less than five percent (5%) or more than a ten percent (10%) increase and will be not less than Step 1 for the new job. If there is more than one step in the five percent (5%) to ten percent (10%) range, the employee will be placed at the highest step. Such employees will continue to move up in Steps as provided in Sections 6. and 7. above. Except that employees who are in Step 6 through 9 shall only move back one Step upon receiving a promotion, provided that the move results in a ten percent (10%) or greater increase. After such promotion, these employees will be advanced as follows:

- a.) The employee with twenty (20) years of service will advance to Step 9 one (1) year from the date of promotion.
- b.) The employee with sixteen (16) years of service will advance to Step 8 and one (1) year from the date of promotion.
- c.) The employee with twelve (12) years of service will advance to Step 7 one (1) year from the date of promotion.
- d.) The employee with at least eight (8) years of service but less than twelve (12) years will advance to Step 6 one (1) year from the date of promotion and to Step 7 upon reaching twelve (12) years of continuous service.
- e.) **The employee with at least four (4) years of service but less than eight (8) will advance to Step 5 one (1) year from the date of promotion and to Step 6 upon reaching eight (8) years of continuous service.**

If an employee attains the years of service to advance to the next longevity Step during the "one

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on August 21, 2026

(1) year" referred to above, the employee will remain at his/her current Step for the remainder of the year. Once the year has been completed, the employee will move to the Step on the wage scale that corresponds with his/her years of service.

Section 10. The job titles listed below are intended to classify and identify employees who work a majority of time on the titled job. The Employer may during the term of this Agreement create new jobs or combine or eliminate existing jobs. When new or combined jobs are created, the Employer will, after discussion with the Union, assign that job to one of the wage levels listed in Section 1. If the Union disagrees with the wage level set by the Employer, it may file a grievance at Step 2 of the grievance procedure provided it does so within twenty (20) calendar days from the date on which the new rate is set and announced. If the grievance proceeds to arbitration, the arbitration shall be limited to the placement of such new or combined jobs in one of the wage levels listed in Section 1. Employees assigned to the new job will be paid at the rate set by the Employer and if the rate is changed as a result of the grievance such changed rate shall be retroactive to date the employee began to receive the rate set by the Employer. All new or combined jobs shall be posted in accord with the Job Bidding Article of this Agreement.

Advanced Imaging System Engineer (Grade CE5)
Clinical Laboratory Instrument Specialist (Grade CE5)
Biomedical Equipment Tech III -- Imaging (Grade CE4)
Biomedical Equipment Info Network Specialist (Network Operations Specialist) (Grade CE3)
Biomedical Equipment Tech III (Grade CE3)
Biomedical Equipment Tech II (Grade CE2)
Biomedical Equipment Tech I (Grade CE1)
Medical Equipment Processing Technician (MEPT 1)

TA ND
8/21/26

TA ERS
8/21/26

**Clinical Engineering Collective Bargaining Agreement
Employer Proposal**

Presented on July 30, 2026

Article 60 - Equipment Service Training

Section 1 The Employer will train members of the Clinical Engineering Bargaining Unit on servicing new or existing equipment they do not currently service, when it is in the best interest of the hospital and training is available.

Section 2. If equipment service training requires travel to the training site, all expenses will be paid by Kaleida, including but not limited to: travel, hotel accommodations and the IRS per diem rate.

Section 3. The employer will budget two hundred thousand dollars (\$200,000) for training bargaining unit employees.

Section 4. The employer agrees that training will be done in order of seniority based on those who sign up for training based on Section 1. above.

TA [Signature] 8/19/20
TA EWS 8/19/20

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 62 - Parking

Section 1. The parties recognize the importance of safe, secure parking for employees. Kaleida Health agrees to work with the Communications Workers of America (CWA 1168) Clinical Engineering Bargaining Unit regarding parking issues.

Section 2. Kaleida Health agrees to provide a parking subsidy to all eligible full time and part time employees who are permanently assigned to work at the Buffalo General Medical Center and HighPointe on Michigan, ~~Golisano John R. Oishei~~ Children's Hospital and the Conventus Building for the duration of this Agreement. Employees identified in this section will be eligible to receive the following monthly parking subsidies:

Tier I – Medical Equipment Processing Techs (MEPTs) and BMET 1 are eligible for a subsidy of \$40.00

*An annual adjustment will be made to apply the subsidy to the appropriate tier for each eligible employee.

Employees will pay, through payroll deductions on a pre-tax basis, the difference between the current monthly rate of ~~\$89.00 \$99.00~~ and the employer subsidy referenced above.

Parking passes will be issued subject to available capacity at the respective parking facility.

Section 3. If parking rates should increase to greater than ~~\$89 \$99~~ per month during the life of the agreement, the employer agrees to pay the difference between the new rate and the ~~\$89 \$99~~ rate for those employees who elect coverage detailed in section 2. Exception: for those employees who elect to purchase a Reserved MIGO parking space, the employer will not reimburse any additional expense should the Reserved MIGO parking price increase.

Section 4. The Goodrich Street Parking Lot/Resident lot at Michigan and North at the Buffalo General Medical Center will be open for employees to park for free, on a first come first serve basis, beginning on Friday at 2:00 pm until Sunday at 5:30 pm and including holidays (as outlined in Article 37 – Holidays) that fall during the week.

Section 5. All parking related issues will be addressed at the Clinical Engineering Labor Management Committee.

Section 6. Kaleida Health agrees to provide a pre-tax transportation subsidy to all full time and part time employees who are permanently assigned to work at the Buffalo General Medical Center, HighPointe on Michigan, and ~~Golisano John R. Oishei~~ Children's Hospital and the Conventus Building) for the duration of this agreement to encourage utilization of public transportation in lieu of facility parking. Employees identified in this section will be eligible to receive the following monthly transportation subsidies:

TA *[Signature]*
8/21/26

TA *[Signature]*
8/21/26

Tier I – Medical Equipment Processing Techs (MEPTs) and BMET 1 are eligible for a subsidy of \$40.00

*An annual adjustment will be made to apply the subsidy to the appropriate tier for each eligible employee.

Employees will pay, through payroll deductions on a pre-tax basis, the difference between the current monthly rate for the NFTA Metro Advantage Pass and the Employer subsidy referenced above.

The Metro Advantage Pass offers the following advantages:

- Metro Advantage Pass is usable at any time (not just work hours)
- Emergency Ride Home Program
- Online trip scheduling

Section 7. Employees will be allowed to participate in only one subsidy provided under this article at any time.

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

Article 65 – Bargaining Unit Work/Clinical Engineering Job Protection

Section 1. The parties acknowledge and recognize the complexity of the Employer's Clinical Engineering Department operations in terms of work flow, existence of service contracts and utilization of vendors and/or contractors.

Section 2. The Union recognizes that these work arrangements are necessary and result in assignments across bargaining unit lines which provide for similar services and tasks as those performed by bargaining unit employees. It is therefore necessary that these arrangements continue to maintain the efficient operation of the Clinical Engineering Department. Any change to the present practice will be brought to the LMC for discussion.

Section 3. The Employer's decision to utilize contractors/vendors is often dictated by purchase agreement requirements, various service arrangements, and new equipment based on technological advancements. The Employer will continue this practice in order to meet the operational needs of the department.

Section 4. While recognizing the complex nature of the Clinical Engineering Department's operations, the Employer remains committed to utilizing the services of the bargaining unit employees in furtherance of these operations.

Section 5. From July 1, ~~2026~~ 2024 through **June 30, 2029** ~~June 30, 2023~~, the Employer agrees to maintain thirty-five (35) FTE (full time equivalent) positions inclusive of the employment of all bargaining unit employees as of the date of ratification. In the event of a permanent or temporary, total or partial cessation of operations of the Clinical Engineering Department, this provision shall be of no force and effect for the period of such reduction of operations or closure.

Section 6. Should a vacancy arise in the number of positions referenced in Section 5, the Employer commits to post and actively recruit a qualified replacement for such position. It is understood that maintaining the number of positions referenced in Section 5, does not mean that all of the positions will be or remain filled for the duration of this Agreement. In the event that positions cannot be filled due to lack of qualified applicants, the parties shall meet to discuss and brainstorm concepts for recruitment and retention at the LMC.

TA *10*
8/19/24
TA *EH* 8/19/24

**Clinical Engineering Collective Bargaining Agreement
Employer Counter-Proposal**

Presented on June 30, 2026

Article 66 – Duration

This agreement shall be effective July 1, ~~2026~~ 2021 and shall remain in full force and effect until ~~June 30, 2029~~ June 30, 2023 and shall be automatically renewed for one (1) year cycles thereafter unless either party shall notify the other in writing not less than ninety (90) day prior to the end of any termination date (or termination date established by an automatic renewal of this agreement) that it desires to modify this Agreement. In the event that such notice is given, Negotiations will begin at a mutually agreeable time prior to the termination date.

KALEIDA HEALTH

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

Dated:

Dated:

TA 12 8/19/20
TA EDS 8/19/20

9:30am

Appendix A
GRIEVANCE FORM

Individual
Union
Logo

Send to:

Name: _____

Title: _____

Facility: _____

Grievance #: _____ **Rate of Pay:** _____ **Date of Hire:** _____

Employee/Grievant Name: _____ **Work Site:** _____

Employee/Grievant Email Address: _____ **Bargaining Unit:** _____

Job Title: _____ **Cell Phone #:** _____

Department: _____ **Date of Incident:** _____

Article(s) Allegedly Violated: _____ and all other applicable Articles of the Contract.

Meeting with Supervisor prior to filing grievance Yes ☐ No ☐ (Name)

If No, Reason Why:

Brief Statement of Facts:

Remedy Expected:

Signatures:

Grievant(s)

Union Representative

Date

Date

cc: _____

TA EWS
5/1/26
AJ 5/1/26

Step 1 Meeting**Date of Step 1 Meeting:** _____**Attendees at Meeting:**

Kaleida Representative Responding:_____
Name_____
Title_____
Date of Answer**Step 1 Answer:**

Union Representative Receiving Answer: _____**Step 2 Appeal****Date of Step 2 Meeting:** _____**Name of Union Representative filing appeal:** _____ **Date of Appeal:** _____**Reason for Appeal:** _____**Attendees at Meeting:**

Kaleida Representative Responding:_____
Name_____
Title_____
Date of Answer**Step 2 Answer:**

Union Representative Receiving Answer: _____

**Kaleida Health BioMed Clinical Engineering
Communications Workers of America, AFL-CIO
2026 Contract Negotiations**

**Letter of Intent #1
Travel**

The intent of this letter is to document the current practice **related to travel**. ~~as it exists on this day. Currently,~~ For clinical engineering employees who are required to drive to other work related locations during their workday, ~~they he/she~~ would be covered using their personal auto insurance coverage first in the event of an auto claim. Kaleida Health provides excess auto coverage for third party claims after personal insurance limits are exhausted and does not include any coverage for property damages to the employee's vehicle. This coverage is provided only when the claim is a direct result of work duties.

The employee will not be responsible for any lost, stolen or damaged equipment that the employee is required to transport in their personal vehicle for work related purposes, provided that the employee has taken all reasonable measures to secure and protect said property.

TA EWS s/1/25
RA 5/1/25