

## USA Proposal #16

### ARTIFICIAL INTELLIGENCE (AI) - NEW ARTICLE XXX

Presented 11.20.2024

#### Article XX

##### Definitions:

For the purpose of defining what constitutes “Artificial Intelligence (AI)”, the parties agree to define this term in accordance with the United States White House Executive Order on the Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence, which defined the term “AI” stating:

“The term “artificial intelligence” or “AI” has the meaning set forth in 15 U.S.C. 9401(3): a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.”

The parties agree that the definition of AI shall not be limited in scope to this definition, due to the rapidly developing technology and the role that AI plays in University functions.

The Parties agree that all use of artificial intelligence (AI) at the university has a more than de minimis impact on the conditions of employment of bargaining unit employees.

The Parties agree that AI will be used to augment, not replace, the work done by bargaining unit employees.

##### **Implementation**

The employer agrees to engage in negotiations to the fullest extent possible by law, rule, regulation, and executive order with the union concerning the substance, impact, and implementation of any use of AI on campus. During these negotiations intended AI programs will be evaluated for: efficiency, cost effectiveness, accuracy, and impact on the working conditions of bargaining unit employees.

The employer will engage the Union in pre-decisional involvement concerning the introduction of AI, including any pilot program(s) that impacts conditions of employment. This involvement will begin when the employer begins internal discussions about the possible use of AI.

## **Notification**

Annually, the employer will provide the Union with a list of all uses of AI throughout the university, specifically noting which uses are directly connected with bargaining unit work.

The Parties agree that, before the employer contracts, or begins the process of contracting, for any service which includes AI, the employer will make a written determination that the services do not include any amount of work currently or last performed by bargaining unit employees or CC/03 employees doing bargaining unit work. The written determination should be made available to the Union.

## **University use of AI**

The Parties agree that due to the potential of negative impact to bargaining unit employees, AI will not be used to create performance reviews of bargaining unit employees. Any use of AI in performance evaluation, management, hiring, discipline, or HR functions that impact USA employees must be negotiated with the union before implementation.

The Parties agree not to synthetically reproduce the voice and/or likeness of a bargaining unit employee for any use.

## **Bargaining unit members use of AI**

The Parties agree that bargaining unit employees should be fully involved in the design and development of AI program(s) that they will be required to use.

The Parties agree the employer will provide basic training for all bargaining unit employees on how AI works and how it is being used in the workplace.

The Parties agree that training in the use of university AI program(s) will be open to bargaining unit employees both already using the programs and employees who may be required to use the program(s) in the future either in their current position or any future position in their job series.

The Parties agree that employees whose use of AI program(s) as part of their essential functions will be given

at least six months to become fully successful in the use of the AI program(s). If an employee is not fully successful after the initial 6-month period, they will be provided with an additional 6-month period which will include additional training and/or mentoring in areas they are not fully successful.

The Parties agree that it is best practice for supervisors whose employees use AI and who conduct annual performance evaluations, to receive training on the AI program(s) used by the bargaining unit employees they supervise before they can evaluate bargaining unit employee(s)' use of the program(s).