Article X – Workplace Technologies and Artificial Intelligence

Preamble

This Agreement acknowledges the evolving nature of workplace technologies, including Artificial Intelligence (A.I.). However, the City recognizes the value of human expertise and judgment in professional knowledge-worker positions and agrees to limit the use of A.I. technology in ways that could negatively impact employees.

As a threshold value statement, this contract affirms that human decision-making and work will be valued over artificially generated content and work product and that A.I. tools must be seen by the City and the Union as tools to enhance the capabilities of workers and not as replacements for those workers.

The introduction and use of A.I. tools to perform job duties shall be limited to uses of A.I. that augment human ingenuity and capacities, to ensure that these tools enhance worker productivity, growth, and satisfaction without causing workers harm or perpetuating existing inequities.

A. Definition of Professional Knowledge-Worker Positions

For the purpose of this Agreement, a Professional Knowledge-Worker Position is defined as:

• All positions covered by the CPPW contract.

B. Other Definitions

Artificial Intelligence (aka A.I.):
A.I. refers to the development of computer systems that can perform tasks that typically require human intelligence, such as learning, reasoning, problem-solving, and decision- making. This is achieved through various techniques, including machine learning, deep learning, and natural language processing.

As set for the in 15 U.S.C. § 9401(3), A.I. is a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. A.I. 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.

As used in this contract, the terms "artificial intelligence", "AI", and "A.I." refer to all of the technologies defined in this section and all contract terms regulating these technologies apply to all technology discussed in the definitions section.

Algorithms:
An algorithm is a set of rules or a computational procedure that is typically used to solve a specific problem. In the case of *Vidillion, Inc. v. Pixalate Inc.* an algorithm is defined as "one or more process(es), set of rules, or methodology (including without limitation data points collected and used in connection with any such process, set of rules, or methodology) to be followed in calculations, data processing, data mining, pattern recognition, automated reasoning or other problem-solving operations, including those that transform an input into an output, especially by

computer." With the increasing automation of services, more and more decisions are being made by algorithms.

Automated Systems:
In the employment context, the term "automated systems" broadly describes software and algorithmic processes, including A.I., that are used to automate workflows and help people complete tasks or make decisions.

Large Language Models (LLMs):
Large language models (LLMs) are a specific type of artificial intelligence (AI) that deal with understanding and generating human language. LLMs are built on a foundation of understanding and manipulating language. They can analyze text, translate languages, write different kinds of creative content, and answer your questions in an informative way.

An LLM is a computer algorithm trained on large bodies of existing content, designed to summarize, translate, predict, and generate text to convey ideas and concepts that appears indistinguishable or nearly-indistinguishable from human-produced content.

Deep Learning:
LLMs typically leverage deep learning architectures, particularly transformers, which are powerful neural networks for processing sequential data like text. These networks allow LLMs to learn intricate relationships between words and sentences.

Generative AI:
Generative AI is a subfield of Artificial Intelligence (AI) focused on creating new data, like text, images, or even computer code.

An algorithm, sometimes based on LLM's or other large databases of textual, audio, and/or visual content, that can generate original content that is not copied from existing data.

It's important to remember that Generative AI is a powerful tool, but the outputs should be carefully evaluated for accuracy and potential biases inherited from the training data.

Statistical and Computational Algorithms:
Algorithms, sometimes based on LLMs or other large databases, designed to analyze large bodies of data and produce analysis or decisions based on the model's designed "knowledge" of the data.

Statistical algorithms deal with analyzing, interpreting, and drawing conclusions from data. They are designed to uncover patterns, trends, and relationships within datasets.

Computational algorithms are concerned with the efficient execution of tasks and solving problems using computers. They provide step-by-step instructions for a computer to process data and arrive at a solution.

Statistical algorithms often rely on computational algorithms for their implementation. The statistical methods behind them define what needs to be calculated, while computational algorithms provide the efficient execution for large datasets on computers.

The field of Computational Statistics bridges these two areas. It focuses on developing and applying computational methods to solve complex statistical problems, especially those involving massive datasets.

In essence, statistical algorithms provide the statistical framework for analyzing data, while computational algorithms provide the tools to efficiently execute those analyses on computers.

C. Limitations on A.I. Implementation
The City agrees that during the term of this Agreement, it will not utilize A.I. technology for the following purposes:

1.   Replacing Employees
The City will not implement A.I. technology for the purpose of replacing Employees covered by this contract.

> a. A.I. tools may not be used in the evaluation and filtering of either internal or external applicants for open positions. (See EEOC Guidance 2021)

2.   Work Management and Supervision - No Robot Bosses
A.I. will not be used to manage employee work in a way that replicates traditional supervisory roles, such as assigning tasks, setting deadlines, or conducting performance evaluations.

> a. A.I. tools may not be used to assign tasks, schedule workers, and/or evaluate performance metrics.

3. Employee Surveillance
A.I. will not be used to monitor employee activity, communications, or computer use in any way.

> a. A.I. tools may not be used to monitor performance either in near- or real-time or as part of performance reviews.

> b. A.I. tools may not be used for biometric monitoring or psychological analysis for any purpose, except in the case when:

>> 1) The employee has given permission for monitoring for a health- related reason and the purpose of the monitoring is for the health and safety of the employee.

4. Predictive Behavior Analysis
A.I. will not be used to predict or influence employee behavior.

> a. A.I tools used for predictive purposes within the scope of the employee's professional duties must take into account the prohibitions on Employee Surveillance as noted in X.C.3, above, and must not violate privacy protections under local, state, or federal law.

> b. Should any A.I. tool used by the City inadvertently capture data related to the family members, friends, or guests of the employee (likely working from home or in a public

place) that data shall not be used in any otherwise permissible circumstance.

5. Artificially Restructuring or Redefining Job Duties

The City will not significantly alter the core responsibilities or decision-making authority inherent to a position covered by this contract in a way that renders it unnecessary, immediately before or after the implementation of A.I. technology.

6. Unreasonably Increasing Performance Standards

The City will not impose unreasonable or unattainable performance standards on an Employee in a position covered by this contract with the intention of creating a pretext for termination, in anticipation of replacing the role with A.I. technology.

7. Permitted Uses

This provision does not restrict the City from:

a. Utilizing A.I. tools to automate specific tasks within positions covered by this contract, so long as such implementation does not eliminate the core responsibilities or decision-making authority inherent to the role.

b. Introducing A.I. technologies that complement or enhance the capabilities of Employees in positions covered by this contract.

c. Utilizing A.I. tools for tracking employees working in dangerous or remote locations or otherwise to enhance the safety of employees in hazardous, remote, or other work environments so long as the use is disclosed to the worker and the A.I. tool used does not otherwise violate the prohibited uses in this provision. This provision is not intended to permit surveillance of employees engaging in telework/regular hybrid work environments.

D. A.I. Transparency - Label A.I. Content

1. The City will ensure that any work product generated by A.I. technology used within the workplace is clearly labeled as such. This includes, but is not limited to, reports, summaries, or recommendations.

2. Failure to label A.I. generated materials that impact workers covered by this contract is a violation of this contract which may be grieved by members or pursued legally by the union.

3. The City further agrees that A.I. may never be used to generate legally binding rules, contracts, public regulations, or internal policies.

E. Employee Data and A.I. Training

This Agreement recognizes the importance of protecting the privacy of Employee data. In the context of implementing A.I. technologies, the City agrees to the following:

F. Restriction on Personal Data Sharing

The City will not, without the written consent of the Employee, disclose or transfer any personal data of a represented Employee to any third-party A.I. company to train their A.I. models.

1. Definition of Personal Data

For the purpose of this provision, "personal data" includes any information that can be used to directly or indirectly identify an individual, such as:

a) Name
b) Contact information (e.g., email address, phone number)
c) Job title and department
d) Work performance data
e) Computer usage data (excluding data directly related to job performance monitoring)

i. Computer Input Privacy

The City will not implement any A.I. technology in the workplace that collects or stores a represented employee's computer input data (e.g., keystrokes, mouse movements) for training third-party A.I. models. This prohibition extends to all devices, including but not limited to vehicles, tablet computers, mobile phones, pagers, and GPS devices.

ii. Transparency and Employee Rights

The City will be transparent with Employees regarding the use of A.I. technologies in the workplace and ensure that Employees are aware of their rights concerning their personal data. This includes providing clear information on how their data is used and who it is shared with.

iii. Employee Consent

In the event that the City considers implementing A.I. technology that may require the use of Employee data for training purposes, the City will:

1. Clearly explain the nature of the data collection and its intended use.

2. Obtain the express written consent of the Employee before proceeding.

G. Notification, Consultation, Right to Bargain A.I. Issues

Section 1. Notification. In the event that the City considers implementing new A.I. technology, the City agrees notify the Union in writing at least 90 days in advance of any planned introduction or significant modification of Artificial Intelligence (A.I.) systems or technologies that may impact the workforce, including but not limited to hiring practices, job functions, performance evaluations, and workplace safety.

Content of Notification. The notification shall include, but not be limited to, the following information:

- A detailed description of the A.I. system or technology.
- The purpose and intended use of the A.I. system.
- The potential impact on employees, including changes in job roles, potential job

displacement, and any new skill requirements.

- Measures the Employer intends to take to mitigate any adverse effects on employees.

Section 2: Consultation. Following the notification, the Employer shall engage in meaningful consultation with the Union to discuss the A.I. system or technology's implications. This consultation shall occur within 30 days of the notification.

The consultation process shall include:

- Provide the Union with access to relevant technical experts and documentation regarding the A.I. system.
- Allow the Union to conduct its own assessments and studies on the A.I.'s impact.
- Consider the Union's input and recommendations in the decision-making process.

Section 3: Right to Bargain. The Employer acknowledges the Union's right to bargain over the introduction, implementation, and impact of A.I. systems or technologies that affect the terms and conditions of employment. Bargaining shall commence within 15 days of the conclusion of the consultation process and shall cover, but not be limited to, the following subjects:

- Measures to protect employees from job displacement or loss due to A.I. implementation.
- Training and reskilling programs for employees affected by A.I.-related changes.
- Adjustments to job roles and descriptions as necessary to accommodate the new technologies.
- Safeguards to ensure that A.I. systems are used in a fair, transparent, and non-discriminatory manner.
- Protections for employee data and privacy in relation to A.I. systems.

The Employer agrees to negotiate in good faith and to reach a mutual agreement with the Union before proceeding with the introduction or significant modification of A.I. systems or technologies.

H. Redeployment or Severance Guarantee

In the event that the City implements A.I. technology that results in the elimination of a position covered by this contract, the City agrees to provide the following guarantees:

Section 1. Redeployment.

1.1.   The Employer agrees to provide job security to all employees who may be displaced due to the implementation of Artificial Intelligence (A.I.) systems or technologies.

1.2. If an employee's position is rendered obsolete or significantly altered by the

introduction of A.I., the Employer shall make every reasonable effort to redeploy the affected employee to a comparable position within the organization.

1.3. A comparable position shall be defined as a job that is:

- Within the same or similar job classification.
- At the same or higher rate of pay.
- Within a reasonable commuting distance from the employee's current work location.
- Offering similar working conditions, benefits, and opportunities for advancement.

4.1. The Employer shall provide necessary training and support to the displaced employee to equip them with the skills required for the new position. This may include, but is not limited to:

- On-the-job training.
- Formal education or certification programs.
- Mentorship and coaching.

4.2. The Employer shall cover all costs associated with the retraining and support programs.

Section 2: Severance Guarantee

2.1. The Employee will be paid their full current salary and benefits for a period of three years (36 months) following the date of their termination.

2.2. All accrued vacation, sick leave, and other paid time off will be paid out at the time of termination.

2.3. The City will provide outplacement services to assist the Employee in finding new employment, if requested, by the affected employee.