

ARTICLE XX
ARTIFICIAL INTELLIGENCE

Section A. Definition.

1. For the purposes of this article Artificial intelligence (AI) is defined as: Any machine-based system designed around human-defined objectives to perform tasks that would otherwise require human or human-like intelligence. These include systems that are entirely or partially autonomous or non-autonomous that function with or without human oversight.
2. This definition of AI encompasses but is not limited to AI technical subfields of machine learning (including deep learning, large-language models (LLMs), and neural networks as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

Section B. Introduction of New AI Technologies.

1. The Corporation must inform the Union and workers at least ninety (90) days in advance of any plan to introduce new AI technologies that may modify the working conditions of Employees. The Corporation must inform Employees of:
 - a. How Employees will be impacted by this new technology, including but not limited to the scope of the new technology, the purposes of the new technology, the range of workers impacted, and how work duties may change as a result of proposed changes.
 - b. Timeline for implementation of this new technology.
2. The Corporation shall also guarantee Union representation and input, **but not voting rights**, on any working groups, research groups, or advisory groups formed to evaluate the potential introduction and future implementation of AI technology or software.

Section C. Current and Future AI Implementation.

1. The Corporation shall designate an approved contact who is accountable and able to address issues for any existing or future AI technology or system that may affect an Employee's working conditions.

ARTICLE XX. ARTIFICIAL INTELLIGENCE
HAW-UAW Counter Proposal March XX, 2025

- ~~2. The Union will be provided upon request semesterly reports about the performance of any AI technologies introduced by the Corporation that may affect Employees' working conditions. These reports may take the form of model cards and datasheets for datasets or similar templates. They must include but are not limited to training and test data information, data cleaning and filtering procedures, evaluation approaches and testing and evaluation results.~~
- ~~3. The Corporation will provide an initial inventory of all AI technologies currently in use that may affect Employees covered by this Agreement.~~
- ~~4. The Corporation may not require as a condition of employment the use of AI as part of an Employee's duties without their explicit consent. No Employee shall be reprimanded or otherwise penalized for their refusal to consent.~~

Section D. Prohibition Against Replacement.

1. No existing position covered under this agreement shall be redefined, reduced or eliminated due to the introduction of AI without express consultation and approval from the Union.
2. The Employer will not use AI to fulfill or replace the functions of any positions covered under this bargaining unit without express consultation and approval from the Union.

Section E. Data Collection and Surveillance.

1. The usage of AI for the surveillance and monitoring of Employees will be expressly prohibited. No automated systems will be used to track Employee behavior such as productivity or hours worked. The Employer may not require the installation of any devices or software for automated monitoring of Employee work either on work or personal devices.
2. Any data about an Employee held by the Employer either prior, during, or after employment, or any data generated by Employees as part of their work duties, will not be collected, used or sold to third parties or used by the University itself as a data set for the purposes of training any AI algorithm without the express consent of the Employee involved. No position covered by this Agreement shall be required to consent to data collection for the use of AI as a condition of employment.

Section F. Hiring, Evaluation and Discipline.

ARTICLE XX. ARTIFICIAL INTELLIGENCE
HAW-UAW Counter Proposal March XX, 2025

1. The Employer will not use AI in any hiring or disciplinary decisions as related to positions covered in this Agreement.
2. The Employer shall not employ AI for the purposes of job or performance evaluation, disciplinary procedures, or any decision-making process where employment discrimination may occur.

Section G. Digital Alteration.

1. The Employer may not digitally alter any audio, video, or other recordings of Employees, or any data generated by an Employee without providing clear and reasonable details of intended alterations and obtaining the express consent of the Employee.
2. The Employer may not generate any audio, video, image, or digital artifact to resemble or impersonate an Employee.