

ARTICLE #

ARTIFICIAL INTELLIGENCE

Section 1. *Artificial Intelligence*

A. Definitions

The term “artificial intelligence” includes the following:

1. Any artificial system that performs tasks under varying and unpredictable circumstances without significant human oversight, or that can learn from experience and improve performance when exposed to data sets.
2. An artificial system developed in computer software, physical hardware, or other context that solves tasks requiring human-like perception, cognition, planning, learning, communication, or physical action.
3. An artificial system designed to think or act like a human, including cognitive architectures and neural networks.
4. A set of techniques, including machine learning, that is designed to approximate a cognitive task.
5. An artificial system designed to act rationally, including an intelligent software agent or embodied robot that achieves goals using perception, planning, reasoning, learning, communicating, decision making, and acting.

Additionally:

- i. This definition of AI encompasses, but is not limited to, the 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.
- ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.
- iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).

- iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

The definitions used in Section 1 come predominantly from PUBLIC LAW 115–232—AUG. 13, 2018 with additional guidance from Office of Management and Budget Memorandum on “Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence” with minor modifications.

B. Prohibition of the Use of AI Systems

- i. The University shall not use any AI system for the replacement, directly or indirectly, of any position currently governed by this agreement or traditionally filled by a GSW.
- ii. The Union and the University both acknowledge that real harms have been caused by AI systems as they interact with race, gender, age, and other aspects of identity. The University shall not use any AI system in employment decision-making procedures related to the hiring of GSWs, distribution of GSW positions, GSW salaries, disciplinary actions or probations, dismissals, or other decision-making where employment discrimination may occur.
- iii. The University shall not use any AI system in the monitoring of a GSW’s performance of employment duties or a GSW’s performance, including but not limited to physical location, technology or device usage, and productivity. The University shall not require that any software that uses AI systems to monitor the GSW be installed on a device used by the GSW, whether that device is personal or University-maintained.

C. Oversight on the Use of AI Systems

- i. Should an AI system be planned to use for any university procedures related to the employment of GSWs, all GSWs must be notified by the University of the system’s implementation at least three months prior to the beginning of its use and provided with testing and performance information to include but not limited to: accuracy, false positive and negative rates, context-dependent bias metrics, training data information in the form of data sheets for data sets or similar summarized information, model cards or similar model performance information, information on when, where, and how the model will be used, and other information as requested based on the context.
- ii. Before the implementation of any such AI system, the Union must grant approval for the implementation. Should any council, board, or similar group

be appointed to supervise or provide oversight on AI implementation, the Union will be included in the membership of such a body.

- iii. For AI systems that are in place, there must exist a monitoring process that includes:
 - a. There must be an appointed contact who is accountable for the AI process operating successfully and able to correct mistakes made by any AI system. The contact information for this person must be included in the initial notification for the system as well as be posted clearly on the appropriate University webpage.
 - b. Semesterly reports about general model performance must be provided to all GSWs affected by the AI system. These reports can take the form of model cards and datasheets for datasets or similar templates. This will include at minimum the following information:
 - 1. Training and testing data information
 - 2. Key data cleaning and filtering procedures
 - 3. Evaluation approaches and any final testing and evaluation results
 - 4. System usage and limitation criteria
 - c. An annual inventory of all AI systems in use must be conducted. Following the inventory, audits of each individual AI system must also be conducted. All information included in the periodic reports must be included in the audit and must reflect updated model testing for, at a minimum, forms of drift, bias, and other concerns as identified by the developers and/or the Union. The result of the inventory and audits must be provided to impacted GSWs in the form of a timely report with a copy also provided to the Union.
 - d. An initial inventory of all AI systems in use must be conducted by six months from the start of this agreement.
- iv. Grievances Pertaining to AI Systems
 - a. When a grievance is initiated through the process specified in Article XX: Grievance and Arbitration is identified as involving an AI system, the following additional procedures will be followed as a part of the broader grievance and arbitration process:

1. Within 3 months of the start of this agreement, a pool of neutral experts shall be identified to provide services as specified in Section 1.C.iv.a.2 (directly below) by the Union. This pool shall be reviewed annually by the Union.
 2. Upon agreement by the initiating parties, the grievance timeline will be extended to include expert consultation as defined below.
 3. A mutually agreed upon, neutral expert from the pool in Section 1.C.iv.a.1 should be identified and selected to provide advice and testimony on the given AI system within 5 days of Section 1.C.iv.a.2.
 4. Once the expert is identified, the expert shall be given access to the AI system and related material in order to provide their opinion on the matter at hand within 14 days.
 5. The expert shall have 21 days to review the material, access the AI system, and interview and consult AI system team members as needed to provide their opinion on the matter.
 6. At each step of the formal grievance and arbitration procedure, the expert will provide testimony and advice to supplement any documentation regarding the grievance.
- b. Should an AI system be found to be beyond the point of remedy, a process must be started to terminate its use within 3 months. See Sections 1.C.v and vi below.
- v. When any AI system is phased out, one month's notice must be provided to all affected GSWs and the Union.
 - vi. When an AI system is phased out as a result of grievances or other identified concerns, the Union must be included in any measures or decisions taken to mitigate harms resulting from said system.

D. Prohibition on Use of Employee Data in AI Systems

The usage of any data held by the school relating to GSWs and their positions, from before, during, or after employment, generated for any purpose, generated intentionally or not, regardless of the anonymity of such data, is prohibited to be used in an AI system except with explicit consent from a GSW.

Section 2. *Digital Replicas*

A. Definitions

- i. An 'Employment-Based Digital Replica' is a replica of the voice, likeness, knowledge, or purpose of the graduate student worker that is created: (a) in connection with employment as a graduate student worker under this agreement; (b) using digital technology; (c) with the graduate student worker's physical participation; and (d) is for the purpose of fulfilling the employment duties of a graduate student worker in a position covered by this collective bargaining agreement in which a graduate student worker did not actually participate.
- ii. An 'Independently Created Digital Replica' is a digitally-created asset that is: (a) intended to create, and does create, the clear impression that the asset is a graduate student worker or a replacement of a graduate student worker in positions covered by this agreement; and (b) no employment arrangement for the role in which the Independently Created Digital Replica will be used exists with a graduate student worker in the bargaining unit governed by this agreement.
- iii. Employment-Based Digital Replica(s) and Independently Created Digital Replica(s) shall be referred to collectively herein as Digital Replica(s).

B. Prohibition of Use of Digital Replicas

Northeastern may not use a Digital Replica of a graduate student worker for any purpose, including in any other field or medium, without obtaining the graduate student worker's consent and bargaining separately for that use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in writing signed by the graduate student worker.

C. Prohibition of Digital Alteration

Northeastern may not digitally alter any audio, video, or digital recording of a graduate student worker created by the graduate student worker or with the participation of the graduate student worker during the performance of their duties as an employee of Northeastern without obtaining consent as required herein and bargaining for that specific use.

Any consent required must be clear and conspicuous and include a reasonably

specific description of the intended alteration(s).