

Appendix I – Model Contract Language Proposal, Request for Information Template

Model Language on AI Negotiation Proposals

General

1. The Parties agree that AI will be used to augment, not replace, the work done by the bargaining unit employees.
2. The Parties agree the Agency will provide bargaining unit employees with an annual notice of what information is collected, how it will be used, how it can impact bargaining unit employees, what legitimate business purposes it serves, and how the Agency will ensure that the information is accurate.
3. The Parties agree that all use of AI in the Agency has a more than de minimis impact on the conditions of employment of bargaining unit employees.
4. 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.
5. The Agency 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 Agency begins internal discussions about the possible use of AI.
6. The Parties agree that any use of AI impacting the conditions of employment of bargaining unit employees must be run as a pilot program before being implemented Agency-wide.
7. The Agency 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 the pilot program(s).
8. The duration of AI Pilot programs will be one full year and will be evaluated at the end of that year for: efficiency, cost effectiveness, accuracy and impact on the working conditions of bargaining unit employees.
9. The pilot program(s) may be extended for an additional term of one year or subject to collective bargaining in a term or mid-term agreement.
10. The Parties agree to create an AI committee that shall include one or more Union representatives but shall at least have an equal number of union representatives as there are Agency representatives.
11. The AI committee shall evaluate the pilot program(s) and have access to all relevant data to accomplish that task. The AI committee shall also make recommendations where it finds necessary improvements need to be made to the pilot program(s).
12. Union participation in the AI committee does not waive any bargaining rights held by the union.

13. Annually, the Agency will provide the Union President with a list of all uses of AI throughout the Agency, specifically noting which uses are directly connected with bargaining unit work.
14. 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.
15. The Parties agree the Agency must disclose any data created by AI that was used in evaluating a bargaining unit employee's performance.
16. AI will not be used in place of a deciding official in either disciplinary or adverse action decisions or to communicate with bargaining unit employees about either disciplinary or adverse action decisions.
17. The Parties agree the Agency will provide basic training for all bargaining unit employees on how AI works and how it being use in the workplace.
18. The Parties agree that when new AI program(s) are implemented, the Agency will provide training on use of the AI program(s) to bargaining unit employees and one or more Union representatives.
19. The Parties agree that training in the use of Agency 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.
20. 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 an additional 6-month period which will include additional training and/or mentoring in areas they are not fully successful.
21. The Parties agree that it is best practice for Agency officials, who conduct annual performance evaluations, to receive training on the AI program(s) used by the bargaining unit employees before they can evaluate bargaining unit employee(s) use of the program(s).
22. The Parties agree that AI program(s) will not be used in the evaluation process for hiring bargaining unit employees unless the Agency has completed an impact assessment showing that the AI program(s) will not lead to unbiased selections (i.e., EEO disparate impact issues) and that the selections will reflect all rules applicable to federal hiring (e.g., veterans' preference or diversity goals). This assessment will be made available to Union representatives.
23. The Parties agree that the Agency will conduct an impact assessment annually on AI program(s) used in the evaluation process for hiring bargaining unit employees to ensure that the program(s) remain unbiased and that selections reflect all rules applicable to federal hiring (e.g., veterans' preference or diversity goals). This assessment will be made available to Union representatives.
24. The Parties agree not to synthetically reproduce the voice and/or likeness of a bargaining unit employee for any use.
25. The Parties agree that any use of AI augmented evidence produced in a disciplinary or adverse action will be disclosed to the employee prior to the issuance either a proposal for disciplinary

or adverse action or the issuance of a disciplinary or adverse action.

26. The Parties agree that, before the Agency contracts, or begins the process of contracting, for any service which includes AI, the Agency will make a written determination that the services do not include any amount of work currently or last performed by bargaining unit employees. The written determination should be made available to the Union and included as part of the official contract file required by Federal Acquisition Regulation (FAR) Part 4.803.

Model Request for Information Template for AI from Field Services

Date:

From: Name and title of Union Officer

To: Name and title of Agency official

Subject: Request for Information

1. This is a request for information by AFGE *local or council number* _____ in connection with its representational duties, pursuant to 5 U.S.C. Section 7114(b)(4). Information requested in this correspondence will provide adequate and effective representation, determining whether a grievance should be filed, or whether other actions (e.g., unfair labor practices) may be appropriate in accordance with applicable laws, rules, regulations, and policies from higher authority. The Union requests that the information be provided within 14 days of receipt.
2. Particularized Need: AFGE has a particularized need for the information requested in order to analyze the Agency's use of Artificial Intelligence (AI) programs and their impact on the conditions of employment of bargaining unit employees. This analysis will allow the *local/council* to (a) Adequately determine whether the Agency has misapplied laws, rules, regulations, agency policies, executive orders, and the collective bargaining agreement in its use of AI and the impacts on the conditions of employment of bargaining unit employees; (b) Adequately prepare for both substantive and Impact and Implementation negotiations regarding any changes the *name your agency* has made to conditions of employment of bargaining unit employees.
3. Information Requested: AFGE *Local or Council number* ____ request a copy of all records, from the last two years within the Agency's statutory requirement responsive to the following:
 - a. A list of any AI program(s) currently being used or that the agency has decide to implement but is noy yet being used in performing agency functions or managing the work force.
 - b. Description of the work done by the AI program(s), the data collected, and the occupational codes of employees in related functions.
 - c. Names and version or edition number(s) of the AI program(s).
 - d. The dates the Agency began using or intents to start using the AI program(s) and any rollout schedules.
 - e. Any vendor or other third-party guidance provided to the Agency on the use of the AI program(s).