

## Article X1 Technology

### X1.1 Definitions

- (a) Technological change includes, but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices and tablets), automation software, systems, programs, applications, or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the workplace.
- (b) Generative Artificial intelligence (“Generative AI”) includes generative systems of technology that are capable of creating content, in whole or in part, through the utilization of machine learning techniques, including but not limited to generative adversarial networks, generative pre-trained transformers (e.g., ChatGPT), and variational autoencoders. As defined in this section, Generative AI does not include any existing technologies used to assist in the creation of content such as a spell-check, autocorrect, grammar checks, etc.
- (c) Workplace technology means employer furnished electronic equipment and associated software, tools, applications, and cloud/internet-based computer systems that relate to an employee’s methods and means of performing work.

X1.2 The ESD will notify the Union prior to implementation of any technological change that may have a material effect on the wages, hours, working conditions, or other mandatory subject of bargaining of any bargaining unit employee.

- (a) The ESD shall promptly furnish to the Union detailed advance information about the development and implementation of automated operations through the application of computer technology. Included in this information shall be an impact analysis showing effects on bargaining unit positions.

X1.3 The ESD shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status. In the event that technological advancements result in the discontinuance or reduction of positions within a classification, affected employees will be reassigned to related classifications, based on seniority, within the organization when an opening occurs.

X1.4 As technological changes occur, employees affected will be given training (classroom, online, electronic and/or on-the-job) on paid time concerning such equipment to gain proficiency in their work.

X1.5 The ESD shall be responsible for the maintenance and repair of all workplace technology. Workplace technology shall be replaced five (5) years after purchase or when it no longer receives security upgrades, whichever is sooner.

X1.6 The ESD is committed to addressing work-related online harassment (e.g., abusive comments, threats of violence, doxxing, hate speech, etc.) by non-employees on its editorial platforms and enforcing its community standards for online content (including comments) in a consistent manner. In the event an employee believes they have been subjected to such online harassment relating to their employment, or will face a foreseeable risk of online harassment, they may report it to their supervisor.

X1.7 The ESD shall not use security cameras or other monitoring technologies to observe employees without reasonable cause to believe that misconduct or a safety concern exists. Surveillance shall not be used for routine monitoring of work performance or productivity, nor shall it be used as the basis for disciplinary action unless the employee has been made aware of the specific concern and provided an opportunity to respond. Classified employees shall not be required to review security tapes to find instances of wrong-doing of staff.

X1.8 Data & Privacy

(a) Personally Identifiable Information (PII) obtained and stored by the ESD shall not be disclosed to any third party, except as required by law or contract. Further, the ESD shall annually update employees on what data the ESD collects and what the ESD does with that data.

(b) The ESD will take all necessary precautions to prevent a security breach of employees' personnel data. The ESD will take all necessary steps to ensure that any situation that results in a breach is resolved. Should an employee's personal data become compromised the ESD shall take all reasonable steps to assist the employee in the resolution of errors or actions resulting from such a compromise, which will, when appropriate, include but not be limited to reimbursement to the employee of expenses related to credit record monitoring and data monitoring for a minimum of one (1) year following discovery of the breach. Additionally, the ESD shall provide guidance in securing online accounts.

X1.9 Generative Artificial Intelligence shall not be used to track or provide feedback on performance of employees or analyze work product. Generative AI shall not be used to create or assist in the creation of job descriptions, policy, or standard operating procedures.

(a) Employee PII shall not be inputted into generative AI platforms.

(b) Discipline and other documentation which may be included in an employee's personnel file shall not be created by, or created with the assistance of, generative AI.

X1.10 Cell Phones: For the purpose of using a cell phone to communicate during working hours, the ESD shall provide cell phones, no older than five (5) years or until no longer eligible for software/security upgrades, whichever is sooner, to all employees. Such cell phones shall be capable of accessing the internet, email, and multifactor authentication applications. Employees may choose to opt out and instead be provided a monthly cell phone stipend of one hundred dollars (\$100) to subject employees.