

Proposal made by IFPTE Local 21 to the City of San Jose

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Proposal #16

Submitted on: 03/19/2026 @_____

AEA, AMSP, CAMP

ARTICLE [NEW] ARTIFICIAL INTELLIGENCE AND TECHNOLOGICAL CHANGE

Section __.1 Purpose

The City of San José ("City") and the Municipal Employees' Federation, AFSCME Local 101 ("Union") recognize that advances in artificial intelligence, automation, and digital technologies will increasingly affect the delivery of public services and the work performed by employees.

The Parties agree that technological systems should enhance public service delivery and support employees in performing their duties safely and effectively. Technology shall not be implemented in a manner that eliminates bargaining unit work, undermines employee professional judgment, or circumvents the City's bargaining obligations under the Meyers-Milias-Brown Act.

The procedures governing notice, bargaining, consultation, and review of technological change are set forth in the respective Appendices of this Agreement.

Section __.2 Advance Notice and Bargaining

Notice

No fewer than one hundred eighty (180) days before issuing any solicitation, request for proposals, vendor engagements, or procurement process for AI or related technologies, the City shall provide written notice to the Union and meet and confer over:

- A) the selection and testing of such technologies
- B) The potential impacts and effects of their implementation

The City shall not issue a solicitation, initiate procurement, begin testing, launch pilot programs, or engage vendors in any manner until the meet-and-confer process has been completed.

Required Information and Disclosure

All notices of technological change shall be accompanied by written responses to the following:

1. The proposed implementation or pilot date
2. The departments, classifications, and employees affected
3. A detailed description of how job duties, workflows, or performance expectations will change
4. Whether the technology replaces, supplements, or modifies existing processes
5. The purpose and necessity of the technology
6. The role of vendors, consultants, or third-party systems

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- 7. Data inputs, outputs, retention, and storage practices
- 8. Cybersecurity, privacy, and data governance safeguards

Failure to provide complete information shall toll any implementation timelines.

Obligation to Bargain

Upon written request by the Union within thirty (30) days of notice, the City shall meet and confer over the impacts and effects of the proposed technology prior to implementation. The City shall not proceed with procurement, pilot programs, field testing, or deployment of the technology until the meet-and-confer process is completed.

Section __.3 Preservation of Bargaining Unit Work

The City shall not implement technological systems for the purpose of eliminating bargaining unit work or transferring bargaining unit work to, included but not limited to, non-bargaining unit employees, consultants, contractors, or automated systems.

Where technological change affects job duties or workflows, the City shall notice and meet and confer with the Union to address impacts through training, reassignment, or other workforce transition measures.

Further, the City agrees that AI will not be used for new programs, positions, or functions that could replace future new bargaining unit positions or the growth of the existing bargaining units.

Section __.4 Artificial Intelligence in Employment Decisions

Artificial intelligence or automated systems shall not be used as the sole determining factor in hiring, promotion, discipline, or employee evaluation.

Employees shall retain the right to challenge decisions involving automated systems through the grievance procedure in Article 21 of this Agreement.

Section __.5 Employee Monitoring

Technologies capable of monitoring employee activity or performance shall not be used as the sole basis for discipline.

Monitoring systems shall not be used in restrooms, locker rooms, or other private spaces, and shall not monitor communications between employees and their Union representatives.

The City shall provide advance written notice of any new electronic monitoring or surveillance technology affecting employees. Notice shall include:

- 1. Information collected
- 2. Purpose of collection

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3. Intended use
4. Data sharing practices
5. Consent and opt-out provisions, where applicable
6. Data security measures
7. Record-keeping practice
8. AI-generated data shall not be the sole basis for discipline.

Section __.6 Human Oversight

Employees retain the right to exercise professional judgment when interacting with technological systems and may override automated recommendations when necessary to perform their duties.

Employees shall not be disciplined solely for exercising professional judgment when interacting with technological systems.

Section __.7 Applicability of Existing Agreement

No employee shall be laid off or bumped solely as a result of AI or automation. If technological change results in workforce impacts, the provisions of Article 18 (Layoff), Article 5 (Management Rights), Article 12 (Training), and other applicable provisions of this Agreement shall apply.

APPENDIX __ TECHNOLOGICAL CHANGE REVIEW PROCESS

1. Joint Oversight on Innovation and New Technology (JOINT)

The City and the Union shall establish a Joint Oversight on Innovation and New Technology (JOINT).

The JOINT Committee shall review technological systems affecting City operations and bargaining unit work, including artificial intelligence systems, automated decision tools, digital platforms, and monitoring technologies.

The Committee shall include representatives designated by the Union and representatives designated by the City, including representatives from the Office of Employee Relations, community members and the City's Information Technology Department.

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Union representatives shall be permitted reasonable release time without loss of pay to participate in Committee activities.

2. Early Consultation

Prior to solicitation, initiating procurement, beginning testing, launching pilot programs, or engaging vendors, proposals for new technology shall be presented to the Committee during the formative planning stage in order to allow employees to meaningfully evaluate potential impacts.

3. Information Sharing

The City shall provide relevant information regarding technological systems affecting employees, including:

- description of the technology
- implementation plans and timelines
- costs and projected savings
- anticipated workforce impacts
- training requirements
- health and safety considerations
- monitoring or data collection capabilities
- vendor or consultant contracts related to the technology

4. Vendor, Consultant, and Third-Party Artificial Intelligence Systems

The City frequently acquires or deploys technological systems through vendors, contractors, consultants, software platforms, or pilot programs. The Parties recognize that such systems may include artificial intelligence, predictive analytics, automated decision systems, or surveillance technologies that affect bargaining unit employees and the services provided to the public.

Accordingly, the City agrees that the requirements of this Article and Appendix apply equally to technology developed internally by the City and technology provided by vendors, contractors, consultants, or third-party service providers.

A. Covered Technologies

This provision applies to any technology that affects bargaining unit work, including but not limited to:

- artificial intelligence or machine learning systems
- predictive analytics systems
- automated decision-making tools
- algorithmic risk assessment tools
- digital workflow automation platforms
- employee monitoring or productivity tracking systems

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camera systems using automated recognition, pattern detection, or behavioral analytics data platforms used to analyze employee or operational performance

B. Vendor and Consultant Disclosure

Prior to solicitation, initiating procurement, beginning testing, launching pilot programs, or engaging vendors solicitation of such systems, the City shall provide the Union with available information regarding:

- the identity of the vendor or contractor providing the system
- the purpose and intended use of the technology
- the scope of implementation and affected departments
- whether the system includes artificial intelligence or automated decision-making capabilities
- whether the system collects, analyzes, or stores employee data
- any monitoring or surveillance capabilities
- the duration of any pilot program, contract term, or renewal options

To the extent permitted by law and applicable confidentiality provisions, the City shall make reasonable efforts to provide relevant documentation describing how the system operates and the data used by the system.

C. Pilot Programs and Testing

The City shall not deploy pilot programs, field testing, demonstration projects, or proof-of-concept trials involving technology affecting bargaining unit work for the purpose of avoiding notice or bargaining obligations.

Pilot programs involving artificial intelligence, monitoring technologies, or automated decision tools affecting bargaining unit employees shall be subject to the same notice and consultation provisions contained in this Article.

D. Protection of Bargaining Unit Work

The City shall not utilize vendor technologies, consultant systems, or automated platforms to transfer bargaining unit work outside the bargaining unit, including to consultants, contractors, automated systems, or external service providers.

Technology procured through vendors or consultants shall not be used to circumvent civil service classifications, staffing levels, or the City's bargaining obligations under the Meyers-Milias-Brown Act.

E. Automated Employment Decisions

Vendor technologies shall not be used to make or substantially determine decisions regarding hiring, promotion, discipline, or evaluation of bargaining unit employees without human review and oversight by City management.

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Automated systems shall not be the sole basis for employment decisions affecting bargaining unit employees.

F. Union Access and Oversight

The Joint Technology and Artificial Intelligence Oversight Committee shall review vendor technologies affecting employees and may raise operational, safety, privacy, or workforce concerns.

Where feasible, the City shall provide Committee members with opportunities to review information regarding the operation and impacts of such systems.

5. Training

The City shall provide training to employees whose job duties are affected by technological change.

Training shall be provided on paid City time and shall be sufficient to enable employees to perform duties associated with the technology.

6. Health and Safety

The City shall inform the Union of potential health and safety risks associated with technological systems and shall address such concerns through the Committee or other appropriate labor-management forums.

7. Technology Monitoring and Privacy

Employees shall receive annual notice describing monitoring systems used in the workplace, including:

- type of monitoring
- data collected
- data storage practices
- who has access to the data
- security measures protecting employee information

8. Review and Audit of Artificial Intelligence Systems

The Parties recognize that artificial intelligence systems, automated decision tools, and algorithmic technologies may affect employee work, operational decisions, and employment-related outcomes. To promote transparency, accountability, and fairness in the use of such systems, the following provisions shall apply.

A. System Review

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Where the City deploys artificial intelligence or automated decision-making systems that materially affect bargaining unit employees, the Union shall request that the Joint Technology and Artificial Intelligence Oversight Committee review the system's operation and impacts.

Such review shall include discussion of:

- the system's intended purpose and use case
- the types of data used by the system
- the outputs or recommendations produced by the system
- the operational impacts on employees or classifications
- any observed errors, failures, or unintended impacts

B. Identification of Risks or Bias

If concerns are raised regarding the reliability, accuracy, or fairness of an artificial intelligence system affecting employees, the City and the Union shall meet and confer to review those concerns through the Committee.

Examples of such concerns shall include, but are not limited to:

- consistent operational errors or failures
- inaccurate outputs affecting employee work
- unintended discriminatory impacts
- unsafe operational recommendations
- workload intensification or unreasonable productivity expectations

C. Access to Relevant Information

To the extent permitted by law and consistent with applicable confidentiality or vendor agreements, the City shall make reasonable efforts to provide information necessary to evaluate the operation and impacts of artificial intelligence systems affecting bargaining unit employees.

Such information shall include, but is not limited to:

- descriptions of system functionality
- documentation describing the intended use of the system
- information regarding known system limitations or error rates
- information regarding categories of data used by the system

The City shall not be required to disclose proprietary source code or trade secrets but shall provide sufficient information to allow meaningful evaluation of the system's workplace impacts.

D. Independent Technical Consultation

The Union may consult with independent technical experts regarding artificial intelligence systems affecting bargaining unit employees.

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The City may require such experts to enter into reasonable confidentiality agreements prior to receiving information regarding proprietary systems.

E. Corrective Action

If the City and the Union identify significant operational problems, safety concerns, or discriminatory impacts related to a technological system, the Parties shall meet and confer over corrective measures, which shall include, but is not limited to:

- modification of system use
- additional training
- adjustments to operational policies
- suspension or discontinuation of the system where appropriate

F. Grievance Rights

Nothing in this section shall limit the Union's ability to challenge the use or impacts of artificial intelligence systems through the grievance procedure under Article 21 of this Agreement.