## ARTICLE __ – ARTIFICIAL INTELLIGENCE IN PATIENT CARE

**A. Artificial Intelligence (AI) in Patient Care.** The Medical Center and the Union acknowledge that definitions of "generative artificial intelligence" or "machine learning technology" may vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels, and overall patient care. It does not include technologies programmed to perform only specific functions. The term AI is used for convenience, and this Article shall also apply to any technology that is consistent with the foregoing definition, regardless of its name, title, or referent.

**B. Potential Liability Language.** If the Medical Center requires the use of AI as a condition of employment, the professional shall not be responsible or liable for any patient injury, adverse event, loss, claim, or other harm to the extent arising from an error, omission, malfunction, defect, inaccurate output, recommendation, prediction, or other failure of the AI, provided that the professional is trained and uses the AI in accordance with applicable law, applicable clinical policies, and the instructions or protocols established by the Medical Center; does not knowingly disregard a material and apparent indication that the AI is malfunctioning or producing unreliable or clinically inappropriate results; and exercises reasonable professional judgment in reviewing to the AI's input/output, to the extent the professional is permitted and able to do so under the circumstances.

**C. AI Integration as a Working Condition.** The integration of AI systems in the patient care setting shall be recognized as an integral aspect of the working conditions of bargaining unit employees. Therefore, the Medical Center and Union agree that the adoption and implementation of AI systems in patient care settings are a mandatory subject of bargaining. The Medical Center and the Union agree that AI technologies should only be used to complement the work of nurses or to minimize administrative tasks and only in service of maximizing time spent in the service of direct patient care.

**D. Protection Against Job Loss.** The Medical Center shall take measures to minimize any potential job loss for bargaining unit employees resulting from the implementation of AI systems. Any reduction in staffing levels due to AI implementation shall be subject to prior consultation and mutual agreement with the Union with a focus on minimizing job loss and maintaining nurse FTE or hours of work.

**E. Protections.** To ensure the ethical adoption of AI systems, the Medical Center and Union agree that employees are permitted to promptly raise any concerns about the use of AI systems that may compromise data privacy and diminish the quality of patient care.

1. **Retaliation.** Employees shall not face any form of retaliation or reprisal for raising concerns related to AI implementation, data privacy, or any other aspect covered by this agreement.

2. **Data Usage in Corrective Actions.** Recognizing the imperfection and unreliability of AI systems, data and insights generated by AI systems shall not be used for any reason as a basis for corrective actions against employees up to and including discharge.

3. **Privacy.** Nurses' privacy shall be protected, including protection against unwarranted surveillance and tracking through AI or other devices. AI systems shall not be used to monitor nurses' activities without prior written consent from the employee and the Union. The consent must be clear and conspicuous and must be obtained through contract that is individually consented to and signed by the employee. A decision not to be monitored by AI will not cause a nurse any corrective action, discharge, change in job, or job loss. Any tracking or monitoring of nurses shall comply with all applicable local, state, and federal privacy laws and regulations.

**F. Prohibition on AI Training.** The Medical Center shall not use, permit, sell, disclose, license, or otherwise make available any Employee Data, including personally identifiable information, protected health information, employment records, performance information, communications, credentials, or other data relating to an employee, for the purpose of training, fine-tuning, validating, testing, or improving any artificial intelligence, machine-learning, large-language-model, or other automated system, unless the affected employee has provided prior express written consent identifying the specific data, system, and purpose for which such use is authorized.

**G. No Secondary Use.** Employee Data collected, generated, or accessed in connection with the employee's employment or provision of services to the Medical Center shall be used solely for the legitimate purposes for which the data was collected or otherwise as expressly authorized by this Agreement. The Medical Center shall not permit Employee Data to be incorporated into an AI model, training dataset, foundation model, algorithm, or other machine-learning system as a secondary or unrelated use.

**H. Data Storage Disclosure.** The Medical Center shall maintain and provide to employees, upon reasonable request, a current written description identifying: the categories of Employee Data collected, generated, or maintained by the Medical Center; the physical or geographic location(s), including the applicable country or countries, where Employee Data is stored or processed; each third-party vendor, cloud service provider, AI provider, or other service provider that stores, processes, transmits, or otherwise has access to Employee Data; the categories of persons or entities authorized to access Employee Data and the purposes for which such access is permitted; whether Employee Data is

transferred outside the United States or otherwise made accessible from outside the United States; and the retention period applicable to each storage location.

I. **Accountability in Clinical Decisions.** The Medical Center and Union recognize that any AI technologies that assist in clinical practice are adjunct to, not replacements for, Professionals' knowledge and skill. AI does not replace professional judgment, clinical knowledge, critical thinking, or assessment skills. Furthermore, Medical Center and Union acknowledge that Professionals are ultimately responsible for making informed clinical decisions consistent with the responsibility of their professional licensure, even if such decisions depart from the guidance proffered by AI systems. AI shall not be used to develop policy or practices covering scope of practice and collaborative decision making with other caregivers.

J. **Patient Data Privacy.** Patient data processed or accessed by AI systems shall be safeguarded in accordance with all relevant laws and regulations, including but not limited to Health Insurance Portability and Accountability Act (HIPAA). Professionals shall not be required to use AI systems that they believe may compromise patient data privacy or security. Professionals shall have the right to disclose to patients when AI systems are processing or accessing their patient data. The Medical Center shall take all precautions in protecting patient rights and privacy.

K. **Ethical Use of AI.** The Medical shall ensure transparency in AI algorithms used in patient care. Professionals shall have access to information on how AI decisions are made to maintain transparency and accountability. AI systems shall adhere to ethical principles, including non-discrimination, fairness, and equity, in all aspects of patient care and decision-making.

L. **LMC and AI Audits.** The Medical Center and Union acknowledge that nurses must have a meaningful voice in the selection and implementation of AI systems used in patient care settings. To that end, a joint LMC shall be established to oversee the selection, implementation, and performance of AI systems used in patient care settings.

    1. **Audits and Assessments.** The LMC will be responsible for reviewing potential AI systems that will be used in the patient care setting, developing an implementation plan, assessing the performance of AI systems, and responding to concerns raised by Professionals relating to inadequacies in AI systems that may compromise patient care and/or data privacy. The LMC shall regularly review, and at least once annually, assess the impact of AI systems with respect to workload, patient outcomes, and ethical considerations. Any concerns regarding patient data privacy shall be addressed promptly at LMC or in a mutually agreed upon meeting established between the Union and the Medical Center. The Medical Center agrees to conduct regular audits and assessments of AI systems to ensure compliance with ethical standards and best practices.

**M. Reopener Language.** If the Employer's implementation or use of artificial intelligence (AGI) affects a mandatory subject of bargaining, the Union may reopen this Article to bargain over the proposed change.