Sample Contract Language (Higher Education Professional & Classified Staff) – Artificial Intelligence

Article [X]: Artificial Intelligence and Workplace Technology

Section 1. Purpose and Intent

The University/College and the Union recognize that technological change, specifically Artificial Intelligence (AI) and Automated Decision Systems (ADS), significantly impact the working conditions, job duties, and employment security of professional and classified staff. The Parties agree that AI may be utilized as a tool to support and assist bargaining unit members, but shall not replace, diminish, or erode human labor, expertise, and oversight.

Section 2. Definitions

Artificial Intelligence (AI): Any machine-based system, software, algorithm, or automated process—including generative AI, machine learning, large language models (LLM), and robotic process automation—capable of executing tasks that traditionally require human cognitive function, data analysis, or administrative processing.

Section 3. Job Security and Protections

3.1 No bargaining unit member shall be laid off, demoted, suffer a reduction in hours, or experience a reduction in pay or benefits as a result of the introduction, implementation, or use of AI technology by the University/College.

3.2 Work traditionally, historically, or currently performed by professional and classified staff bargaining unit members shall remain within the bargaining unit. AI systems shall not be used to replace or erode the duties, responsibilities, or scope of practice of any bargaining unit position.

3.3 AI shall not be used as the sole or primary determinant for personnel decisions, student evaluations, academic advising, financial aid auditing, or workplace discipline. All final decisions impacting students, staff, and operations require substantive review and final sign-off by a qualified bargaining unit member.

3.4 The introduction of AI tools and systems shall not increase the daily workload, administrative load, or scheduling responsibilities of any bargaining unit member.

Section 4. Advance Notice

The University/College shall provide the Union with at least ninety (90) calendar days' written notice prior to purchasing, piloting, or implementing any new AI system or expanding the use of an existing AI system that may impact bargaining unit work or working conditions.

Section 5. Training and Professional Development

5.1 If the University/College requires or authorizes bargaining unit members to utilize AI tools, the Employer shall provide comprehensive, fully paid training during regular working hours.

5.2 Employee workloads shall be adjusted downward proportionately during training periods to ensure that the introduction of new technology does not create an unreasonable or uncompensated workload increase.

5.3 No bargaining unit member shall be disciplined or receive a negative performance evaluation due to initial difficulties adapting to, operating, or mastering new AI technology within the first twelve (12) months of its implementation.

Section 6. Evaluation and Surveillance

6.1 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

6.3 Performance observations and evaluations shall be conducted exclusively by human evaluators. AI generated metrics, automated surveillance, or algorithm-based scoring shall not be used to evaluate, discipline, or terminate a bargaining unit member.

Section 7. Intellectual Property and Academic Integrity

7.1 Bargaining unit members retain professional autonomy to determine whether, when, and how to integrate approved AI tools into their work.

7.2 Bargaining unit members shall not be penalized for utilizing authorized AI tools to execute administrative or professional tasks, provided such use aligns with institutional security protocols and is disclosed as required by department policy.

Section 8. Data Privacy and Safety

8.1 Any AI tool adopted or required by the employer must comply with all state and federal privacy laws and regulations.

8.2 Bargaining unit members shall not be held liable for accidental data breaches, copyright infringements, or student plagiarism stemming from employer provided AI platforms.

Section 9. Environmental Impacts

9.1 The University/College and the Union recognize that the computing power required to train, deploy, and maintain Artificial Intelligence systems carries significant environmental consequences, including high carbon emissions, substantial electronic waste (e-waste), and heavy electrical and water consumption. In alignment with Commonwealth sustainability goals, the Employer agrees to minimize the environmental footprint of all adopted technologies.

9.2 Prior to the procurement or implementation of any AI system or large language model (LLM), the University/College shall require the vendor to provide, and shall share with the Union, a comprehensive Environmental Impact Assessment.

The University/College shall prioritize AI vendors and data centers that utilize 100% renewable energy and demonstrate certified water efficiency standards.

9.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public university/college facilities.

Section 10. Joint AI Advisory Committee

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established. The Committee shall meet at least once per quarter to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.