

RESOURCE GUIDE FOR ADDRESSING AI IN HIGHER EDUCATION

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Resource 1: Contract Examples for the AAUP Committee Recommendations and Contract Bargaining Wishlist

To be adapted to local chapter concerns; to be written into contract language.

The following sample contract language is excerpted from the UC Berkeley Labor Center's Negotiating Tech Inventory, scheduled for release on July 17, 2025. Although the

provisions relate to workplace technologies in general, the principles are applicable to artificial intelligence as well.

AI Committee Constitution

Objective: Participation in technology decision-making and oversight.

A standing or ad hoc board of faculty members, staff, and students should be elected by members and charged with the function of guiding administrative decision making around edtech procurement and policy. The board should:

- have access to all parts of the procurement and deployment process,
- have veto power over edtech procurement and deployment,
- perform ongoing evaluations of edtech data flows and uses at the university and vendor levels,
- funds allocated for these evaluations,
- have meaningful levers of enforcement (e.g., if the board finds that an edtech system is harmful or not helpful, the college or university agrees to rescind it, abolish a contract with edtech vendor, etc.),
- have the ability to suggest new policy around edtech,
- have levers of accountability for faculty, staff, and student board members over administration members for protecting faculty, staff, and student data, and providing all of the below,
- act as liaisons with the broader higher education community, listening to concerns, issues, etc., and bringing those to the board to organize audits or to guide decision making around particular edtech systems.

Examples from other unions:

Participation in in various phases of the technology lifecycle (e.g., R&D, acquisition, adoption, implementation, and oversight)

- “In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the [Employer’s] commitment to internal mobility for Employees, the [Employer] agrees to give advance notice to the Union when a major technology change is being considered. In collaboration with the [Employer], the Union may suggest alternative technology resources, may request to sit on the Design or Implementation Committee, and may request workers on Labor Management Implementation Teams.” ([IBT-OLMS51](#))
- This agreement establishes a collaborative process for the development, testing, deployment, and evaluation of both current and future iterations of the Spacing

Efficiency Tool (SET). A union-appointed representative will participate in the SET workgroup to provide operational insight. This joint workgroup—comprising union and employer representatives—will make decisions collaboratively and oversee all aspects of SET initiatives. In addition, union representatives at the local level will be granted access to the workplace technology program at a level equal to their employer counterparts and will be invited to all briefings and meetings related to the program's use at their facility. ([NATCA-OPM100](#))

- “The Parties agree that it is mutually beneficial for the Union to be involved in the various phases of new technologies, including computer software, digital communications devices, and computer systems to be utilized by the members of the bargaining unit. This includes the lifecycle of project development from requirements definition through deployment, and the deployment of all new technologies and changes to existing technologies and their applications, when these require changes in conditions of employment.” ([NATCA-OPM98](#))
- “The parties recognize the importance of the Union's involvement in identifying health and safety issues in the product development and transformation process.... The parties will continue their efforts to integrate health and safety into the development process of common design specifications, and review of such, into the earliest design cycle [as stated in the contract, “(e.g., the point when the initial drawings are completed and the initial physical device is assembled)”] of any new equipment, process, or operation at the appropriate level.” ([UAW-PCBA18](#))
- “Representatives of the [Professional Practice Committee] PPC shall be entitled to participate in the selection, design, building and validation processes whenever new technology affecting the delivery of nursing care is being considered. The committee shall recommend measures objectively to improve the delivery of safe, therapeutic, effective care in conjunction with the use of new technology.” ([CNA-PCBA51](#))
- “The [Employer] and [the Union] mutually agree that research is for the advancement of patient care and/or nursing science. It is recognized that participation in research development, gathering data, data analysis/recommendations, or research utilization can enhance the RN's role/career development.... When the [Employer] enters into any research project that affects RNs working conditions, it will engage in pre-decisional involvement, as practicable.... When a research project results in an innovation, changes in documentation, or in technology that impacts RNs throughout the system, the Department will engage in predecisional involvement, as practicable, at the appropriate level.” ([NNU-OPM37](#))
- “The Parties agree that it is mutually beneficial for the Union to be involved in the various phases of acquisition lifecycle through deployment of all new technologies

and changes to existing technologies and their applications. The Parties also agree that it is mutually beneficial for the Union to be involved in workgroups established by the [Employer] at the appropriate organizational level to provide operational perspective into the development, testing, and/or deployment of technological, procedural, or [programmatic] changes." ([PASS-OPM36](#))

- "The Company recognizes the value of engaging Skilled Trades in the earliest possible stages of consideration of new technologies. The Skilled Trades offer valuable insight into how technology will impact the plant, and its processes. Twice per year, the local joint leadership will meet to review in advance any new technologies being contemplated. Contemplated applications of Artificial Intelligence, including its impact on the bargaining unit and intended data collection, will be shared also. The technology will not be used as a punitive tool. Appropriate Skilled Trades associated with the applicable processes will be a part of these meetings. The Company commits to gap analysis and allocation of resources to close those gaps prior to any implementation of the equipment or processes." ([UAW-PCBA18](#))

Other contract examples of committee activities/objectives

- Examine the expansion and costs of workplace technology and make recommendations. ([AFGE-OPM113](#))
- Make advisory recommendations to improve distance learning plans to reflect modern technology. ([WTA-OLMS29](#))
- Make recommendations about the acquisition and use of office technology. ([NWSEO-OPM112](#))
- Facilitate regular exchange of information and recommendations on initiatives and technologies, including hardware, software, and legacy systems. ([AALJ-IFPTE-OPM6](#))

Contract examples for various committee powers/rights

Recommendations on technologies

- "After consideration of any staff input, the Committee may make recommendations to the Company regarding alternatives to the planned major technological changes, and the Company members of the Committee will work to facilitate these recommendations as appropriate." ([CWA-PCBA44](#))

- "A standing Information Technology Committee is established to study and make recommendations with respect to information technology and BOARD employee access to technological resources." ([CTU-AFT-PCBA11](#))
- "The Joint Technology Advisory Committee (JTAC) shall review and make recommendations regarding the efficacy and appropriate use of technology." ([AALJ-IFPTE-OPM6](#))
- "To provide recommendations regarding acquisition and use of new office technology, a Joint Technology Committee is established.... The Committee shall investigate and make recommendations to Management on workplace technology, including but not limited to the following topics: (1) Workstation requirements; (2) Technological innovations; (3) Safety, health, and ergonomic requirements; and (4) Workplace technology training and assistance requirements." ([NWSEO-OPM112](#))
- "Prior to the purchase of software and/or equipment related to the nursing practice, the [Employer] will actively seek input from the [Union] via Labor Management Committee." ([ONA-AFT-OLMS65](#))

Decision-making role

- "Each field facility will have a joint LMR training program. The ongoing program will have equal representation between the Union and the Department and decisions will be made by consensus consistent with interest-based bargaining principles." ([AFGE-OPM125](#))
- "In the interest of partnership, the [Employer] and Union agree to collaborate on issues that arise during the course of the contract. The [Employer] will give full consideration to Union proposals. Agreement shall be reached by consensus through a process of discussion and interest-based negotiations or interest-based bargaining." ([AFGE-OPM118](#))
- "The Employer and the Union both agree to establish a joint Labor-Management committee. The structure, nature, scope, and operation of the Partnership Committee will be jointly determined by the Parties. The Committee would use consensus decision-making whenever possible." ([AFGE-OPM117](#))

Recommend contract changes

- "Neither the Statewide Labor Management Committee (SLMC) nor the worksite specific Labor Management Committees (LMCs) have the ability to modify the existing Collective Bargaining Agreement (CBA). However, the SLMC and LMCs are critically important to identifying improvement to both [the Employer] and Union operations. The SLMC and worksite LMCs may recommend to the Parties changes

that [the Union and Employer] may mutually agree to bargain over via an additional Letter of Agreement which may be incorporated into the CBA." ([SEIU-OLMS18](#))

- "Nothing in this agreement shall abrogate any collective bargaining agreements in effect on the date of this order. However, the Council may recommend changes in the collective bargaining agreement to labor and management." ([AFGE-OPM3](#))

Develop binding agreements

- "The extent to which the individual Parties are empowered to reach agreement in specific areas shall be determined in writing by the respective Parties.... Agreements reached by the Parties in the workgroup(s) referenced above shall be reduced to writing and shall be binding on both Parties." ([PASS-OPM36](#))
- "If an agreement is reached using cooperative methods, by mutual consent the parties may choose to fulfill the collective bargaining obligation through such cooperation." ([AFGE-OPM125](#))
- "Effective use of Labor Management Forums (LMFs) may lead to agreement on workplace changes without need for formal bargaining. If an agreement is reached using LMFs, the parties will memorialize the agreement after appropriate review." ([NNU-OPM37](#))

Employer contributions, operational funding, and staff allocation

- "Labor Management Forum (LMF) costs shall be the responsibility of the [Employer]." ([NNU-OPM37](#))
- "The primary staff of the Committee will be two full time employees, one selected by the Union, one by the Company, who shall also serve as the Employee Placement Team under the Force Adjustment Plan. The Company will fund these positions as well as the office and systems costs of this staff. The Committee's staff will, at the direction of the Committee, develop methods to efficiently place surplus employees in job vacancies ... in accordance with the provisions of the collective bargaining agreement, and recommend to the Committee appropriate focus points for employee test taking and other training as detailed in the employee Development Programs. The staff will also seek mutually acceptable resolutions of issues involving medical testing, non-management testing and delayed releases. They will also evaluate planned Company actions or changes referred to in the preceding paragraph, and provide input to the Committee regarding alternatives to mitigate employee impact." ([CWA-PCBA44](#))

Pre-decisional information

- “Union designated workgroup members will be provided access to the same information as any other workgroup member.” ([PASS-OPM36](#))
- “The designated union representative will be granted the necessary access to the database and all relevant data to fully participate in the workgroup and implementation activities. The employer will provide written updates on any system changes. The representative will also attend facility briefings related to the technology transition and have equal access to data and information, similar to employer representatives, during the transition and evaluation process.” ([NATCA-OPM98](#))
- “As early as possible in the deliberation or pre-decisional process, the [Employer] briefs the Union and provides applicable background material concerning the proposed demonstration project that is under consideration.” ([NATCA-OPM98](#))
- “Upon request, the Union shall receive: (1) information concerning research programs or demonstration projects proposed ... by the Employer; and (2) Data and reports of research provided to the Employer ... which concern research projects affecting unit employees.” ([NFFE-OPM71](#))

Periodic briefings and updates

- “The [Employer] shall provide the union Representative with written updates whenever any changes are made to the system.” ([NATCA-OPM98](#))
- “For any ongoing demonstration project, the [Employer] provides periodic briefings along with applicable background materials to the Union, a copy of the project plan.” ([AFGE-OPM67](#))
- “The subcommittee shall meet semiannually, or as necessary, from the conceptual stage onward, to discuss any issues concerning proposed technological and mechanization changes which may affect jobs, including new or changed jobs, which affect the wages, hours, or working conditions of the bargaining unit. For example, the [Employer] will keep the Union advised concerning any research and development programs (e.g., study on robotics) which may have an effect on the bargaining unit.” ([APWU-PCBA14](#))

Workplace Committee Reference Brief

Reference Brief: Elements to Consider When Forming a Workplace Committee

Workplace committees can play a powerful role in addressing issues, advancing worker priorities, and institutionalizing labor-management dialogue. Based on patterns from

collective bargaining agreements, this brief outlines key elements to consider when forming or assessing a workplace committee.

1. Purpose and Scope

Define why the committee exists and what it is empowered to address.

- General Functions: Information-sharing, consultation, problem-solving, oversight, co-governance.
- Focus Areas: Could be issue-specific (e.g., health and safety, diversity and inclusion, technology use, scheduling), or broader (e.g., workplace improvements, policy review).
- Advisory vs. Decision-Making: Clarify whether the committee is consultative, advisory, or has co-decision-making authority.

2. Composition

Determine who participates and how members are selected.

- Union Representation: How many representatives; appointed by whom (e.g., local union president or members).
- Employer Representation: Equal or proportional participation; which departments are involved.
- Additional Stakeholders: Include subject-matter experts, frontline workers, or community representatives as appropriate.
- Worker-Centered Balance: Ensure worker perspectives are not tokenized and that labor voices have real weight.

3. Selection and Terms

Outline how members are chosen and how long they serve.

- Selection Process: Appointment, election, rotation, or volunteer-based.
- Term Lengths: Staggered or fixed terms can help maintain continuity while encouraging fresh participation.
- Replacements: Protocols for filling vacancies or ensuring quorum.

4. Authority and Decision-Making

Clarify the committee's formal role in decision processes.

- Mandate: Defined by contract, policy, or charter—what issues are within its jurisdiction.
- Powers: Right to review, recommend, negotiate, veto, or co-decide.
- Escalation Pathways: When and how issues move from the committee to formal bargaining or executive decision-making.

5. Meeting Structure

Set norms for how the committee operates.

- Frequency: Monthly, quarterly, or as-needed; may vary by issue urgency.

- Agenda Setting: Jointly set by labor and management, or rotating.
- Facilitation: Neutral chair, joint chairs, or rotating facilitation.
- Quorum Rules: Minimum attendance thresholds for decisions.

6. Information Rights and Resources

Ensure the committee has the tools to function meaningfully.

- Access to Information: Rights to timely data, records, policies, reports.
- Consultants/Advisors: Ability to bring in external expertise.
- Training and Capacity Building: Time and resources for members to build knowledge.
- Time Off: Paid release time for participation, preparation, and follow-up.

7. Record-Keeping and Transparency

Promote accountability and communication.

- Meeting Minutes: Shared and archived; who is responsible for taking and distributing.
- Reporting Requirements: To union members, departments, or other stakeholders.
- Confidentiality Provisions: Where needed, ensure clarity about sensitive information.

8. Accountability and Follow-Through

Establish feedback loops and mechanisms for ensuring implementation.

- Tracking Agreements: Tools for monitoring follow-up on decisions or recommendations.
- Review and Evaluation: Regular assessments of committee effectiveness.
- Revisit and Renegotiate: Structures can evolve; consider building in review clauses or sunset provisions.

Employer and vendor accountability

Objective: Worker protections from tech-related liabilities.

Board should oversee accountability around internally developed tools or tech company partnerships

- Tech companies and vendors should be required to provide proof of insurance covering liabilities that may apply to the technology.
- Contracts with tech companies or vendors should include indemnity clauses that transfer the responsibility for harms enacted (e.g. data breaches, racial or socioeconomic discrimination, etc.) to the tech company or vendor, specify the penalties for the harms enacted, and specify the process for assessing and enforcing those penalties.
 - In many, if not all cases, the tech company or vendor should be held liable and should pay users or the school an amount of money that is proportional to the harm.
 - Legal counsel should review all aspects of the contract.

Examples from other unions:

- The Company will protect the employee against liability and necessary costs (including legal defense) from claims linked to AI Systems usage or resulting output while the employee was performing assigned duties as long as the employee is not negligent, follows company policies regarding AI usage, and cooperates with any legal proceedings. The Company will extend its insurance coverage to include the employee where applicable. ([IATSE-PCBA46](#))
- “Employees shall be held harmless for loss and/or degradation of data or other work products that result from contractor, equipment, or software problems. Management will extend deadlines if appropriate to consider lost time and productivity due to time spent by an employee working with the IT service provider to resolve computer problems.” ([NFFE-OPM61](#))
- “The [Employer] will insure the ... tablets and cellular phones against theft, damage, and loss. Nurses will not be liable for loss or damage of equipment, software program(s) and/or information due to circumstances beyond their control (e.g., crash of system, computer hard drive failure, telephone transmission failure, theft, accident, etc.).” ([ONA-AFT-OLMS65](#))

- “In case of internet failure due to a service provider’s outage at a Representative’s reported remote work location, Representatives will receive compensation for up to 48 hours after the outage begins for previously scheduled shifts impacted by the outage only if the Representative timely provides detailed confirmation of the outage affecting their remote work location from the Representative’s service provider.... In the event of damage to or failure of Company equipment, the Representative will be paid for previously scheduled shifts until the issue is resolved (e.g., new equipment is provided) so long as the Representative reports the damage or failure as soon as practical and the damage or failure is not due to intentional or negligent acts by the Representative, as determined by the Company or its technology partners.” ([IAMAW-PCBA52](#))
- “Management will take all necessary precautions to prevent a security breach of employees’ personnel data. Where it is found that Management is negligent for a security breach, Management 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, due to Management’s negligence, Management 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 reasonable expenses related to credit record monitoring for a minimum of one (1) year following discovery of the breach.” ([AFGE-OLMS77](#))
- A privacy breach involves the confirmed theft, loss, or unauthorized disclosure of personal identifying information (PII), and requires disclosure and notification to affected individuals. The Union and Employer will each designate a Point of Contact (POC) for data security and privacy matters. The Employer will promptly notify the Union’s POC of any breach, regardless of the data’s origin, and provide updates as information becomes available. The Union POC will participate in discussions to determine appropriate identity theft protection and join quarterly meetings with the Employer’s POC to review privacy initiatives. Additionally, the Employer will provide a copy of the Information Security and Privacy Awareness Training to the Union POC, and will provide notice and the opportunity to bargain on the impact and implementation of changes to the training as required. If an employee is affected by a privacy breach, they will be permitted work time to address identity theft issues, including limited personal use of Employer computers to access the internet for recovery activities. ([NATCA-OPM100](#))

Non-bargaining unit resolution examples

Example AAUP Resolution for Non-renewal of an OPM Contract

[Date]

Whereas, the administration of [the institution] signed an agreement with [OPM] on [date], allowing that corporation to manage online degree programs in exchange for [%] of revenues from tuition;

Whereas, the administration took this step without proper consultation of the faculty, many of whom have taught successful online courses in other formats and under other financial arrangements;

Whereas, the agreement with [OPM] raises serious questions regarding the rights of faculty to their intellectual property and permits the outsourcing of course content without the consent of the faculty member who created it;

Whereas, the same outsourcing threatens to generate a cadre of poorly paid and poorly supported faculty at [institution] and beyond;

Whereas, the agreement with [OPM] may eventually facilitate the migration of students from classroom-based courses to online courses to the detriment of campus learning and culture;

BE IT RESOLVED,

1. That the faculty of [AAUP chapter, department, school, or senate] rejects all current and future proposals for [degree programs] managed under the [OPM] agreement of [year], and that the same faculty also rejects any transfer of existing online programs to [OPM] management.
2. That [the institution] decline to renew the agreement with [OPM] when it expires on [date].
3. That the faculty of [the institution] holds authority over decision making about curricula and conditions for instruction.

Where there is a CB chapter:

4. That [name of union], our faculty union, holds the right to bargain collectively over the impact of contracts with outside firms when those contracts affect the terms and conditions of employment for current and future employees of [the institution] represented by [the collective bargaining unit].

Example Resolution for Clear Limits to OPM Contracts

[Date]

Whereas, faculty at [of the AAUP chapter, department, school, or senate] witness how online programs are being developed at more and more colleges and universities across the country to increase access to higher education but without a strong emphasis on quality;

Whereas, these online programs are often born out of contracts with for-profit, third-party online program management companies, also known as OPMs;

Whereas, many OPM contracts involve the institution in purchasing costly bundled services instead of individual services purchased one at a time based on specific needs;

Whereas, institutions are increasingly entering into contracts with OPMs that are unnecessarily long and difficult to exit;

Whereas, many contracts require burdensome revenue sharing agreements in which anywhere from 35% to 80% of student tuition from the online program is collected by the for-profit OPM instead of reinvested in the institution, faculty, students, and staff;

Whereas, contracts often involve aggressive marketing to students and place control over recruiting, admissions, enrollment decisions and student data into the hands of a for-profit company, not the higher education institution;

Whereas, contracts often delegate decision making about the core academic functions of the program to OPM staff instead of faculty;

Whereas, this trend is unsustainable for a higher education system that sees education as a public good, not a commodity;

BE IT RESOLVED

That faculty [of the AAUP chapter, department, school, or senate] reject all current and future proposals for [degree programs] managed under the [OPM] that involve:

- a. bundling services;
- b. requiring long-term contracts that are costly to exit;
- c. tuition-sharing agreements;
- d. aggressive marketing and student recruitment practices;
- e. OPM control over admissions, enrollment decisions, and student data; or
- f. decisions about core academic functions not made by faculty.

Electronic monitoring

Objective: Conditions and restrictions on electronic monitoring.

Employers must provide clear statements around how technology monitoring fits within the scope of their work.

If it is deemed necessary to monitor faculty members, staff, or students for some educational benefit, say to track student engagement with an LMS such as Canvas, the LMS or the institution may not monitor indefinitely, and they can do so only within the frame that is necessary for a specified task.

- Employers are prohibited from using electronic monitoring that results in a violation of labor and employment laws; records workers off-duty or in sensitive areas; uses high-risk technologies, such as facial recognition; or identifies workers exercising their rights under employment and labor law.
- Employers who electronically monitor workers to assess their performance are required to disclose performance standards to workers and apply these standards consistently across workers.
- Productivity monitoring and quota-setting systems must be documented and reviewed by an outside tech governance board before use.
- Communications made available through any electronic dataset or system are protected under the same principles of academic freedom as print and other traditional media. This goes for email addresses, as it does for Twitter accounts, as it does for Zoom or any classroom recordings.
- Campuses must conduct impact assessments of electronic monitoring systems, testing for bias and other harms to faculty members, staff, and students prior to use.

Examples from other unions

Legal compliance and policy alignment

- "The [Employer] shall operate any electronic monitoring in accordance with law, rule, and/or regulation." ([NTEU-OPM22](#))

Limitations and prohibitions on electronic monitoring and surveillance

- "Personally owned electronic devices will not be used for surveillance." ([AFGE-OPM96](#))
- "The [Employer] has determined that information derived from [workplace technology system] will only be used to identify aggregate systemic or organizational operational and/or safety issues and will not be attributed to or be used to identify individual employees." ([NATCA-OPM100](#))

- “System Administrators/Network Administrators are prohibited from using any automated tools to specifically target an individual user unless the activity is supporting an authorized Law Enforcement/Criminal Investigation.” ([AFGE-OPM68](#))

Protected communications

- “In no way will the Electronic Mail/Social Media Policy or any subsequent policy, procedures, guidance, or regulations adversely affect the Union's abilities to perform all activities in accordance with the Federal Labor Management Relations Statute. Union representational emails and its contents will be treated as confidential, private and union-privileged communication. Union representational emails will not be monitored by Management.” ([NFFE-OPM61](#))
- “The [Employer] will not monitor and/or utilize data acquisition technology to intercept the Union’s network traffic and/or individual packets by any means during the normal course of network defense supporting government owned information systems. If a matter or issue does arise requiring the [Employer] to monitor and/or utilize data acquisition technology to intercept the Union’s network traffic and/or individual packets, the [Employer] will notify the Union in accordance with the existing laws, regulations, and policies.” ([NATCA-OPM100](#))
- “The Company will not surveil, search, or track Employee-owned devices, except with the agreement of the employee.... The Company shall not search personal e-mail accounts, non-public social media accounts, or other non-public personal electronic communication accounts of employees, and employees will not be required to disclose personal account names, usernames, or passwords to the Company. An employee’s refusal to provide exculpatory information from their [personal devices or] personal accounts shall result in the employee being precluded from relying upon such evidence in any disciplinary arbitration. The Company may make appropriate negative inferences for the failure to provide access to the [device or] accounts in the context of an investigation, but failure to provide access to the accounts shall not in itself be grounds for discipline.” ([WGAE-PCBA76](#))
- “Employees have a legally protected right to communicate on social media with coworkers and the [Union] for mutual aid and protection. Notwithstanding any other provision of this policy, employees have a legal right to speak candidly and critically on social media about union activity, terms and conditions of employment, collective bargaining, personnel policies and contract terms, and complaints, grievances or litigation regarding working conditions. Employees are encouraged to resolve problems internally before making it known on social media.” ([TNG-CWA-PCBA34](#))

Limits on monitoring for performance evaluation

- "Data collected from SmartCards, Prox cards (building access card), key fobs, video cameras, customer surveys, call center monitoring technology, and similar systems will be used generally to ensure facility, system, and data security. It will not be used to measure individual employee performance unless it is identified in the employee's performance plan." ([NFFE-OPM115](#))
- "In the efforts of increasing security on the installation, security cameras, electronic surveillance equipment, and access control systems are installed in different facilities and the Flight Line area of the base. These systems will be used exclusively for security purposes only. These security systems will not be used by management to monitor employee's performance or used for adverse actions against employees whose work activities are recorded by these systems unless related to a security violation." ([AFGE-OPM103](#))
- "Data collected from a Wearable worn at the request of a Team may be used for player health and performance purposes and Team on-court tactical and strategic purposes only. The data may not be considered, used, discussed, or referenced for any other purpose such as in negotiations regarding a future Player Contract or other Player Contract transaction (e.g., a trade or waiver) involving the player." ([NBPA-OLMS1](#))
- "Data collected from Sensors may not be referenced or cited by any Club, player or player's representative in contract negotiations." ([NFLPA-PCBA5](#))
- "Statistics and data generated through the use of performance technology, wearable technology, or "STATCAST", whether publicly available or not, shall not be admissible [for salary arbitration purposes]." ([MLBPA-PCBA6](#))

Safety, validation, and system design standards

- "The Wearables Committee shall be responsible for: (i) reviewing all requests ... to approve a wearable device for use by players, with the standard being whether the wearable device would be potentially harmful to anyone (including the player) if used as intended, and whether the wearable's functionality has been validated; and (ii) setting cybersecurity standards for the storage of data collected from Wearables.... No Team may request a player to use any Wearable unless such device is one of the devices currently in use as set forth in [this agreement] or the device and the Team's cybersecurity standards have been approved by the Committee pursuant to [this agreement].... Use of any wearable that is not among the Approved Wearables is prohibited. In addition: (i) the only metric categories and/or system variables that Teams can use from Approved Wearables are those that were designated as "Pass" in the wearables validation reports provided to the parties by their jointly retained experts; and (ii) Teams must follow the safety

directions of the jointly retained experts as provided to Teams in the Wearable Device Validation Reports. With respect to raw or unprocessed data exports or APIs from Approved Wearables ("Raw Data"), so long as such Raw Data are not provided through a dashboard or other visual within an Approved Wearable's software platform, the foregoing shall not prohibit Teams from (i) using Raw Data so long as the Raw Data is used in metric categories and/or system variables that were designated as "Pass" in the Wearable Device Validation Reports, or (ii) receiving Raw Data. If upon evaluation by the Committee, any of the foregoing devices are reviewed and are not approved by the Committee, Teams will be required to discontinue the use of such Wearables." ([NBPA-OLMS1](#))

- "Employees will be provided information on the Standard Operating Procedures (SOPs) of the [Satellite Emergency Notification Devices] SEND units. These SOPs include a description of the tools capabilities and limitations." ([NFFE-OPM19](#))

Fair and consistent application of electronic monitoring

- "For all employees subject to such monitoring, monitoring frequency and assessment criteria will be consistently and equitably applied." ([AFGE-OPM3](#))
- "An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking." ([NTEU-OPM24](#))
- "The [Employer] shall apply its security standards and procedures uniformly throughout the bargaining unit(s)." ([NATCA-OPM100](#))
- "It is the purpose of this policy to provide general guidelines for employees utilizing the automatic vehicle location (AVL) system. This policy applies to all employees utilizing the AVL system." ([IPOA-OLMS41](#))
- "The provisions of this article shall apply to the application of the technology that may be used to administer, track, and/or measure the work of ... bargaining unit employees. The application of such technology is governed by established policy of the Department as contained in the Department's notification to the affected employees and the Union ... such technology shall be applied in a manner that ensures validity, reliability, and attainability by most similarly situated employees. The application of the technology will be fair, equitable, consistent, and take into account matters beyond the control of the employee. Where the selection of certain work of an employee is to be random, the Department will provide the employee and the Union with the methodology that was used to assure randomness." ([AFGE-OPM125](#))

Objective: Create meaningful opt-out policies; avoid one-size-fits-all policies.

- Faculty members, staff, and students should be allowed to opt into and out of monitoring of particular sessions for particular reasons given.
- Along with granular opt-in/out policies for monitoring above, faculty, staff, and students should be able to opt out of technology use in ways that will not be a burden to them or their working or learning conditions.

Examples from other unions

Consent and voluntary participation

- “No electronic recordings may be made without mutual consent except for Inspector General Investigations (OIG), other law enforcement investigations, or EEO investigations.” ([AFGE-OPM93](#))
- “A Team may request a player to use in practice (or otherwise not in a game) on a voluntary basis a Wearable that has been approved by the Committee. A player may decline to use (or discontinue use of) a Wearable at any time.” ([NBPA-OLMS1](#))
- “Microphone devices will be affixed on Players at a time and in a manner that will not intrude on the Player’s preparation for or participation in a game. A Player may ask that a microphone be removed at any time for any reason, and such request will be honored. Additionally, broadcast partners will consider Players’ preference regarding the timing (i.e., which inning or half innings) that two-way microphone content will be provided.” ([MLBPA-PCBA6](#))
- “Any use of a wearable technology by a Player (including use on-field, offfield and/or away from the ballpark) shall be wholly voluntary and Clubs must refrain from making any suggestion that the use of such technology is anything less than wholly voluntary. There will be no consequences to a Player if he declines to use any wearable technology, or if he discontinues his use of such a technology.” ([MLBPA-PCBA6](#))
- “Player participation in any Sleep Study [“through the use of wearable sleep trackers and any future iterations thereof”] is strictly voluntary. Clubs may not require player participation in a Sleep Study. Prior to conducting any Sleep Study, the Club shall inform each player in writing that such participation is voluntary.” ([NFLPA-PCBA5](#))

Worker protections and accessibility

Objective: Minimize harms and bias.

- Technology should be accessible to the wide range of needs of faculty members, staff, and students
- Technology should be used to augment accessibility to the institutional working or learning environment where necessary
- All technologies used should be subject to regular and ongoing accessibility audits by an AAUP- or other independent body-appointed group of users, whether that is the board mentioned above or a committee therein.
- Institutional funds should be available for these audit activities.

Examples from other unions

Risk assessments and safety planning

- “The parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems, and on existing equipment and manufacturing systems.... A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee and the [Union Health and Safety Committee] will be held. The [Committee] may be required to travel to vendors, sites, or other locations to participate in a design review of such equipment or processes. The [Union] will have an opportunity to discuss health and safety and ergonomics concerns with Management and make recommendations designed to improve the equipment and/or processes.” ([UAW-PCBA18](#))
- A safe, ergonomic environment is essential for call center employees. Departments must conduct ergonomic evaluations of call centers, notifying employees at least two weeks in advance and providing evaluation request forms. Completed forms should be submitted to the evaluator. When possible, evaluations will align with ergonomic training. The Union will receive the final evaluation report within 30 days. Call centers must implement feasible recommendations within 90 days, with discussions available upon the Union’s request. Employees may request an ergonomic evaluation at any time by submitting a documented concern to their supervisor. If unresolved, the request will be forwarded to Risk Management within five days for review and response. ([SEIU-PCBA84](#))

Accommodation

- Management has an obligation to reasonably accommodate deaf or hard-of-hearing employees. These changes should be chosen based on each

employee's specific needs. The employer should talk to the employee before making a decision. Possible changes include using special technology like video relay services or other emerging technologies that help deaf or hard-of-hearing people communicate by phone or video. ([APWU-PCBA14](#))

- Requests for assistive technology equipment should be submitted to the supervisor and program coordinator using the appropriate form. The request will be processed within five workdays, with updates provided if delays occur. ([NFFE-OPM61](#))
- "The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities. In accordance with Company policy, employees may request a reasonable accommodation, including available accessibility products and services, by contacting their manager or Human Resources. Such accommodations may include, but not be limited to: • Screen readers • Closed captioning • Live transcription for meetings and streaming events • Accessibility settings for apps and software. The Company shall respond to employee accessibility requests in a timely manner." ([WGAE-PCBA76](#))

Committee review and evaluation processes for accommodation requests

- "It was agreed that the [the disability accommodation committee] will continue to review and evaluate all cost savings opportunities, reduce redundancies, streamline processes, apply flexibility where appropriate, and utilize current technologies to ensure continuous improvement of the current [Program]." ([UAW-PCBA18](#))
- "The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to evaluate accommodation requests in accordance with applicable law and Company policy. Employees may also raise workplace ergonomic concerns with the Company's Facilities and Human Resources Departments." ([WGAE-PCBA76](#))

Intellectual property and data ownership

Objective: Protect intellectual property for instructional materials.

Standards should be set for how instructional materials may or may not be used in AI and other edtech data streams, including LMSs such as Canvas. While course syllabi are often considered public documents at colleges and universities, instructional materials such as lectures and original audiovisual materials constitute faculty intellectual property.[1] As such, they cannot be incorporated into AI data streams, such as AI training datasets, or other edtech data streams without the consent of the creator.

Examples from other unions:

- “Any audio-visual tapes of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher’s personal, professional, non-commercial use.... The District shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.” ([WTA-OLMS29](#))
- “Course materials [for remote learning] shall be protected in accordance with the [Employer’s] Ownership of Course Materials Policy [which states that “ownership of the rights to Course Materials, including copyright, shall reside with the Designated Instructional Appointee who creates them.”]. Third party vendors shall not have any ownership of course materials in a learning management system (LMS).” ([UC-AFT-PCBA10](#))
- “Employees shall be permitted to retain ownership of inventions conceived or developed by them while performing work on any of the represented projects as an employee for the Company providing, however that the Government and the Company shall have shop rights extending to all such inventions, which rights shall include the non-exclusive royalty-free rights on the part of the Company, to use such inventions and to make, have made, and sell products, parts or tools incorporating such inventions; and on the part of others making products parts or tools for the Company (to be by the Company or in its products), to incorporate or use such inventions In such products, parts or tools, on in the manufacture thereof.” ([IAMAW-OLMS78](#))
- “The [Employer] may record rehearsal services with a "home-type" video camera (e.g., "camcorder"), provided that the camera shall be set so that the frame shall include only the Conductor, and shall exclude Orchestra Members. No copies shall be made of the videotape, and it shall be used exclusively for study purposes. At the conclusion of the Season, all video tapes made under this provision shall be erased in the presence of the Union Steward or another designated representative of [Union].” ([MA-AFM-OLMS33](#))
- The Parties acknowledge that, despite any rights granted in the Player Contract, individual players retain ownership of their personal data collected by sensors. The use of sensors will not require players to transfer ownership of their data to the Club or any third party. No exchange or transfer of player data will result in a change of ownership. ([NFLPA-PCBA5](#))

Vendor relations: transparency and disclosure

Objective: Ensure transparency and disclosure around edtech and the use of data streams.

- Faculty access to institutional technology procurement practices
- Transparency regarding the cost of technologies procured and their alternatives
- Transparent access to contracts with vendors
- Access to named “partner companies and vendors” and clear articulations of how they use data streams

Privacy and data rights

Objective: Protect student and instructor privacy.

Along with the rationale behind Intellectual property above, data, content, and information should not be the property of vendors or the institution unless there is a specific educational need identified.

That need should be made clear and faculty members, staff, and students should be allowed to opt out at no penalty to them or their working or learning conditions.

- Access to data collected
- The right to correct any data collected about them and administration must adjust any appointment-related decisions that were based, partially or solely, on inaccurate data.
- Faculty members and other academic workers have the right to access their data collected through electronic monitoring systems
- Faculty members and other academic workers must have a private right of action and be protected from retaliation for exercising their rights

Examples from other unions:

Privacy

- “The Company will not surveil, search, or track Employee-owned devices, except with the agreement of the employee.... The Company shall not search personal e-mail accounts, non-public social media accounts, or other non-public personal electronic communication accounts of employees, and employees will not be required to disclose personal account names, usernames, or passwords to the Company. An employee’s refusal to provide exculpatory information from their [personal devices or] personal accounts shall result in the employee being

precluded from relying upon such evidence in any disciplinary arbitration. The Company may make appropriate negative inferences for the failure to provide access to the [device or] accounts in the context of an investigation, but failure to provide access to the accounts shall not in itself be grounds for discipline.”
([WGAE-PCBA76](#))

- “The [Employer] has determined that information derived from [workplace technology system] will only be used to identify aggregate systemic or organizational operational and/or safety issues and will not be attributed to or be used to identify individual employees.” ([NATCA-OPM100](#))
- “The Employer shall notify employees on an annual basis of any and all monitoring that is used in the workplace that does not pertain to the Employer’s internal security practices. The notice will identify the type of monitoring, the data gathered, where and how the data is stored, who may have access to any data gathered and for what purposes such access will be granted, and the systems in place to secure personal information and to safeguard employees’ right to privacy.”
([NTEU-OPM23](#))

Consent

- “No employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the employee’s consent. Producer shall provide the employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialized by the employee or in a separate writing that is signed by the employee. A copy of the consent shall be provided to the Union in advance of it being presented to employees. The employee’s consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.” ([IATSE-PCBA46](#))
- “The Employer shall not use technologies such as generative artificial intelligence to simulate a specific named employee’s voice for broadcast, without written approval by the employee whose voice is simulated. ([CWA-PCBA85](#))

Personal data access rights

- “A player will have full access to all data collected on him from approved Wearables.... The [League] will use, during the Term, an electronic medical records system (“EMR”) that will provide a secure, searchable, centralized database of player health information.... By no later than the end of the 2023-24 Season, the [League] shall make available a mobile app for exclusive use by players to facilitate direct access for each player to such information in the EMR. The [League] shall also provide the same or similar access through the app for exclusive use by

former players in respect of whom the EMR contains medical information.”
([NBPA-OLMS1](#))

- “If the wearable technology includes the ability to create a login or otherwise provide direct access to the Player’s personal data, the Club shall make that data available to the Player. In the event this functionality is not available, the Club must provide a copy of the Player’s data to the Player upon his request.”
([MLBPA-PCBA6](#))

Third party data access

- “The Company further agrees that the information contained in and derived from any GPS reports shall not be disclosed to any third party, except as required by law or contract, provided further that the Company shall provide the Union with GPS reports if relevant to a lawful Union concern.” ([SEIU-OLMS83](#))
- “Any and all Wearable Data shall be treated as highly confidential at all times, including after the expiration, suspension or termination of this Agreement, shall not become a part of the Player’s medical record, and shall not be disclosed by a Club to any party other than those persons listed in this Paragraph without the express written consent of the Player and the Association.... Only the following Club representatives (and individuals working at the direction of such representatives) shall be permitted access to Wearable Data: General Manager, Assistant General Manager, Field Manager, Team Physician, Certified Athletic Trainer, Strength and Conditioning Coach, Rehabilitation Coordinator and an individual hired by a Club to manage the use and administration of wearable technology. A Player may request in writing that the Club further restrict or expand the list of representatives who will have access to such information and data. If the Club does not comply with such a request, the Player may decline to use or discontinue his use of the wearable technology.” ([MLBPA-PCBA6](#))
- “The IT service provider will not have direct access to any personnel or payroll information through webTA. Management agrees to deny access to the IT service provider when personal identifiers are on the screen.” ([NFFE-OPM61](#))
- The commercial use or exploitation of such information or data by a Club, the League, any League-affiliated entity, or any third party is strictly prohibited.
([MLBPA-PCBA6](#))
- “Pending an agreement between the parties, Wearables may not be used in games, and no player data collected from a Wearable worn at the request of a Team may be made available to the public in any way or used for any commercial purpose.” ([NBPA-OLMS1](#))

Right to correct and amend personal data

- An employee may request corrections or amendments to their electronic personnel folder if they believe the information is inaccurate. The Employer will respond within fifteen (15) days with its decision. If the request is denied, the employee will be informed of the reason and may add a statement of disagreement to their file. When disclosing records containing disputed information, the Employer will note the contested sections and include the employee's statement, along with the Employer's reasons for not making the changes, as appropriate. ([NATCA-OPM100](#))
- "The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in each record. Employees will be allowed to enter into their [electronic personnel file] and employee files additional information or documents, within reason, that are appropriate, relevant, work related and that are not in violation of law or government wide rules or regulations." ([AFGE-OPM72](#))

Professional development

Objective: Provide ongoing professional development opportunities.

Approved by the institutional board (above) and organized and paid for by the institution, faculty members, other academic workers, and students are provided ongoing professional development about technology uses, harms, benefits, as part of the transparency and disclosure work defined below.

Examples from other unions:

- "As new equipment and technology are introduced into the system, employees affected will be given training (classroom, online, electronic and/or on-the-job) concerning such equipment to gain proficiency in their work." ([IAMAW-PCBA52](#))
- "Employees will be provided with adequate training when assigned to new posts or when using new technology. Refresher courses in all these areas will be made available on a regular basis." ([TNG-CWA-PCBA34](#))
- "The Company will also provide "problem area" training to employees as needed on currently used equipment so that employee skills shall remain at a high level of competency." ([IAMAW-PCBA50](#))
- "In the event training is necessary for employees to qualify for such positions, the employer will provide adequate training to all affected employees at the time the

technology is implemented. The employer shall pay for tuition and books for classes taken by the employees for the purpose of learning and/or improving skills, the employer has the right to approve the classes and the books in advance." ([OPEIU-OLMS91](#))

- "The Company will make training available to qualify employees to perform the new or changed work resulting from new technology introduction.... The Company will reimburse an employee one hundred (100%) percent of the paid tuition fee for each successfully completed job related course if such employee has received written approval for the course." ([IAMAW-OLMS16](#))
- "The Company will offer, at Company expense, training and retraining programs to its employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company. The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction. A Training Advisory Board comprised as set forth below will be established to assist and advise in the training efforts encompassed by these programs." ([CWA-PCBA44](#))
- Educational opportunities available to employees include: in-house training on new equipment during work hours with company funding, attending programs at the National Education and Training Trust Academy on work time with company funding, pursuing individual skill development courses at accredited institutions with full tuition reimbursement, and participating in state and local job training programs subsidized by grants. ([TNG-CWA-PCBA34](#))
- The parties aim to ensure employee success. To achieve this, employees will undergo periodic evaluations during training. Career counseling will be provided to support employees' development. In case of training difficulties, the parties will collaborate to develop a contingency plan, which may involve alternative options or additional training. ([SEIU-UHW-PCBA29](#))

Effects: work intensification

Objective: Maintain accessibility and protections against work intensification.

Non-administration board members should be on the lookout for issues of work intensification and deskilling (below), such as in issues of plagiarism checking. Any technology found by the board to be meaningfully causing work intensification should be prohibited, curtailed, or should work on issuing "best practices" to minimize work intensification.

Examples from other unions:

Safety and human factors in design

- “The parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems, and on existing equipment and manufacturing systems.... A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee and the [Union Health and Safety Committee] will be held. The [Committee] may be required to travel to vendors, sites, or other locations to participate in a design review of such equipment or processes. The [Union] will have an opportunity to discuss health and safety and ergonomics concerns with Management and make recommendations designed to improve the equipment and/or processes.” ([UAW-PCBA18](#))
- “The [Employer] will balance manning levels and the use of technology in a manner that does not adversely affect the safety of Bargaining Unit employees.” ([AFGE-OPM118](#))
- “It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems.” ([APWU-PCBA14](#))
- “AI systems shall be designed, built, and operated with a focus on safety and quality.” ([IAMAW-PCBA54](#))

Workload

- The Employer will strive to staff hospital units and departments according to the standards outlined in this agreement, which are based on historical data analysis and staffing ratio formulas. However, exceptions may be necessary in situations involving patient acuity, nursing workload intensity, or unforeseen circumstances. Under normal circumstances, a nurse will not be assigned a patient load greater than the standards. The parties agree to meet and discuss this Agreement as changes occur due to emerging innovation, technology, empirical evidence, and resulting models of care. Any modification of these standards shall be made only by mutual consent. Disputes regarding this agreement will be escalated to an agreed upon Labor-Management Staffing Committee. ([OFNHP-AFT-PCBA45](#))

- “It is understood by the Parties that satisfaction of revenue and traffic goals is not solely within the control of the writer and is subject to changes in the third-party platforms on which the Company relies to deliver traffic. Accordingly, neither revenue nor traffic metrics (e.g., page views, visitors, engaged minutes, social referrals, social interactions, and the like) shall be used as the sole indicia of poor performance for any employee, and accordingly, employees shall not be subject to performance-related discipline as a direct result of any revenue- or traffic-related goals or metrics (e.g., page views, visitors, engaged minutes, social referrals, social interactions). The Company may discuss the Company’s revenue and traffic goals as well as individual metrics with employees in connection with job performance at its discretion.” ([WGAE-PCBA76](#))
- “The number of students in a [distance learning] class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.” ([WTA-OLMS29](#))

Effects: deskilling and job loss

Objective: Provide protections around deskilling and job loss.

An administration should not rely primarily or exclusively on AI or data-driven analytic technologies when making decisions on faculty appointments such as hiring, tenure decisions, promotion, or termination. Instead, the administration must independently corroborate the findings and data and provide the faculty member with full documentation, including the actual data used.

- Data-driven technologies used for work or outside of work cannot be used to shift faculty members holding tenure-line appointments to contingent appointments or lower-paid positions.
- Data-driven technologies used for work or outside of work cannot be used for decreasing wages in any way.
- Data and information from any technologies used for work or outside of work cannot be used for decisions on faculty appointments such as hiring, tenure decisions, promotion, or termination.
- If any of the above scenarios occur, a hearing and audit should be held to evaluate the technology and perhaps prohibit it.

Examples from other unions:

Bargaining unit jurisdiction

- “Nothing in [this experimental technology agreement] shall be construed to deprive the Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.” ([IATSE-PCBA30](#))
- “The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.” ([IAMAW-OLMS37](#))
- “The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement.” ([TNG-CWA-PCBA33](#))
- “Advancing technology has created, and will continue to create new and more complex problems bearing upon the work content of job classifications of employees represented by the Union. It is not the Company's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location. The Company recognizes that mere novelty or sophistication of new technology alone is not grounds for withdrawing work from represented employees. At the same time, it is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including dividing that work function into multiple functions will not serve to shift the work function from represented to nonrepresented employees.” ([UAW-PCBA22](#))

Work preservation and no dis/replacement

- “No member of the bargaining unit on the effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.... The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught or a course recently taught by current staff unless the local union and district mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of part-time employment.” ([WTA-OLMS29](#))

- The Producer will not require employees to furnish AI system prompts for use in bargaining unit work in a way that results in the displacement of covered employees. ([IATSE-PCBA46](#))
- "Generative AI shall not be used to enable the layoff of an employee or the elimination of a position covered by this Agreement or employee benefits under this Agreement." ([TNG-CWA-PCBA33](#))
- "Notwithstanding any other provision of the Agreement, the Company agrees that employees will not be laid off or downgraded as a direct result of the implementation of AI systems in the Production and Maintenance environment, within the Union's jurisdiction." ([IAMAW-PCBA54](#))
- "The Company agrees that AI technologies, which are used to accomplish currently assigned or similar work assignments, shall not be used as justification for revision of grade level, but are considered tools and devices assisting the individual to accomplish assigned tasks." ([IAMAW-PCBA54](#))
- "Expanding student access, program need and faculty desire and preparation to teach a distance education course shall be the primary determining factors when the College decides to offer a course through distance education. There will be no reduction in force of faculty as a result of the College's participation in distance education. The parties agree that the use of such technology shall not be used to reduce, eliminate or consolidate faculty positions within the District." ([AFT-PCBA107](#))
- "The Employer will continue to follow the current process for food deliveries from outside vendors. Specifically, the prohibition on food deliveries inside the [hotel] property by outside vendors shall remain in place. When an outside food vendor arrives to deliver food, the delivery person will stay with the vehicle and contact the guest who will then come to the front drive to pick up the order." ([LJEBLV-UNITEHERE-OLMS14](#))

Pay and job classification retention

- "Employees adversely affected by changes in technology shall be entitled to pay and level retention in accordance with the agreement of the Parties." ([NATCA-OPM100](#))
- "For purposes of this Agreement, it is intended that the Employer, in conformance with the wishes of the Employee who faces displacement or potential displacement, will assist such Employee in obtaining a position that offers the same or higher wage rate as she previously enjoyed in her/his former classification and

at a minimum will guarantee that s/he will not suffer a reduction in pay or Employee status." ([SEIU-UHW-PCBA29](#))

- "The Employer and the Union will agree to assess whether jobs have changed enough to warrant an increase in pay. Such assessments will occur during contract bargaining in 2005. Disputes will be ultimately resolved by the grievance procedure." ([SEIU-UHW-PCBA29](#))

HR tech notice, negotiation, and oversight

- "The [Employer] will provide notice and the opportunity to bargain in accordance with ... Mid-Term Bargaining, prior to implementing any automated rating system." ([NTEU-OPM24](#))
- "Should the [Employer] propose to establish an electronic system for processing any part of the Performance Management System, the Union will be notified and have an opportunity to bargain in accordance with ... the Mid-Term Bargaining [article] of this Agreement. Nothing will be implemented until negotiations are completed." ([AFGE-OPM117](#))
- "Prior to implementing an Electronic Performance Management System for bargaining unit employees, the [Employer] will provide the Union with notice and an opportunity to bargain over negotiable aspects of such changes in accordance with Mid-Term Bargaining Article of this CBA. Nothing will be implemented until negotiations are completed. Subjects will include training, computer access, duty time allotted, self-assessment procedures, privacy requirements, employee access to data maintained on themselves, and employee's right to enter additional personal data into the system." ([AFGE-OPM38](#))
- "The City must notify officers, in writing, of the artificial intelligence systems or programs ("AI") utilized by the City to review or analyze officer data, the specific data collected and analyzed by these systems, and how any analyses may be used." ([PLEA-PCBA110](#))
- "Measuring performance—when statistical data is utilized in order to evaluate employee performance, the procedures that are used must reasonably ensure the accurate evaluation of performance." ([AFGE-OPM72](#))
- Promotion criteria used to evaluate candidates must be relevant to the job and consistently applied across all applicants. If tests are part of the selection process for a training or career development program, or for internal placements, they will be applied uniformly for the specific position. The [Employer] will review applications to verify that candidates meet the required qualifications. Automated systems, such as the online application platform, may be used to assess applicants

based on the evaluation criteria or Knowledge, Skills, and Abilities (KSAs). The rating process will be applied consistently to all candidates. ([AFGE-OPM7](#))

- “Human Resources, in conjunction with the appropriate management subject matter expert (SME), conducts a thorough job analysis based on the position description of record, develops specialized experience statements for minimum qualifications determination, identifies critical competencies for the position and develops factors which have a direct relationship between the job content and the final ranking criteria to make consistent, accurate, and merit-based distinctions among candidates using the automated referral system.” ([AFGE-OPM123](#))
- “All assessment tools for the purpose of rating and ranking, including the occupational questionnaire, will be based on a job analysis, and written in plain language and will not contain government-specific acronyms or terminology.... The assessment tools shall be reviewed to ensure the following: qualifications are properly assessed; competencies and tasks are job-relevant; and criteria and rating scales reflect the major duties in the position description. Assessment tools shall make meaningful distinctions among applicants.... All qualified candidates shall be rated and ranked against the criteria in an assessment tool and the top 10 candidates will be validated by a Human Resources Specialist or merit staffing Candidate Evaluation panel.” ([AFGE-OPM39](#))

Effects: Control and loss of decision autonomy

Objective: Autonomy and professional judgement

Implement processes that allow faculty members and staff to override administrative decisions around edtech.

- There should be ongoing review of decision making around tech, and faculty participation in decision making. If reviews find that any technology contributes to decreased academic freedom, intellectual property, faculty role in shared governance, or right to organize protections, deskilling, wage decreases, job loss, or anything specified above, there should be a process for faculty members and staff to override the use of the offending technology to reconsider, downsize, renegotiate, or void the contract for that technology.
- Any technology that contributes or is likely to threaten the academic freedom, role in shared governance, or economic security of faculty members should be prohibited.

Examples from other unions:

- “[The Employer] agrees that all application software utilized by UNION-represented employees in the normal course of their duties shall be tested, prior to installation and roll out, for proper functionality.” ([CTU-AFT-PCBA11](#))
- “[The Employer] will commit to follow Associated Press (AP) and Society of Professional Journalists (SPJ) guidelines on the use of Artificial Intelligence (AI) and will treat AI-generated content as source material that requires editing and fact-checking by a human prior to being published.” ([MNCG-CWA-PCBA32](#))
- “Generative AI may be used to perform the work of news production only with the direct involvement and oversight of employees in compliance with AP standards.” ([TNG-CWA-PCBA33](#))
- “An internal standard will be developed to control remote access (externally) of equipment [new technologies and artificial intelligence]. The goal will be to maintain the safety, security and integrity of the equipment while being accessed.” ([IATSE-PCBA46](#))
- “The Company shall develop procedures and processes for oversight and evaluation of AI systems in the workplace.” ([IAMAW-PCBA54](#))
- “Written stories, articles and images created by GAI, in part or in whole, shall first be reviewed by an editorial employee (bargaining unit or non-bargaining unit), and will have distinct signifiers in the byline indicating that it is GAI-created, or if no byline, then a disclaimer in the body copy.” ([WGAE-PCBA78](#))
- “Clinical technology is intended to complement, not diminish, nursing skills, judgment and decision-making. The use of technology shall not limit the Nurse’s exercise of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as a patient advocate. New technology may affect nursing duties, but shall not be used to replace the Nurse’s role in delivery of care to patients.” ([CNA-PCBA51](#))
- “Scientists shall exercise their independent professional judgment in their practice of medical technology within the scope of the law of the State of California, the rules and regulations of the Clinical Laboratory Act and the policies of The [Employer].” ([ESC-IFPTE-PCBA86](#))
- Writers may opt to use Generative AI (GAI) in their work, but they must secure the company’s approval before doing so and follow the company’s GAI policies on ethics, privacy, and copyright. A company cannot mandate writers to use GAI tools to generate literary material. However, the company can require the use of GAI

tools for non-creative tasks, such as checking for copyright infringement or plagiarism. ([WGA-PCBA1](#))

- “Technology that involves the use of generative artificial intelligence, including machine learning or deep learning, may be used by employees to supplement or assist in their news gathering, such as the collection, organization, recording or maintenance of information, in compliance with AP’s standards of journalistic ethics.” ([TNG-CWA-PCBA33](#))
- “Employees may decline to have their byline, or otherwise decline to be credited, on any content where GAI has been used in a substantial capacity to alter or create the original content.” ([WGAE-PCBA65](#))
- “Upon the request of a bargaining unit employee, the Company will include a distinct signifier on published editorial content that was created with the substantive use of GAI if the bargaining unit employee substantially contributed to the creation of the content and the use of GAI in creating the content (either by the bargaining unit employee or the Company) was substantial. Such signifiers may include, but are not limited to, disclaimers in the byline, in show description, or in the audio or video content. Where the Company has used a digital replica to translate a material quantity of audio content originally recorded by the bargaining unit employee into another language using the employee’s recognizable voice, then upon the request of such bargaining unit employee, the Company will provide a distinct signifier.” ([WGAE-PCBA103](#))

Effects: Violations of legal protections for concerted activity

Objective: Protect academic freedom, including the right to organize.

- Fundamental principles of academic freedom apply as much to AI and other edtech data streams as they do to electronic communications in general,[2] including communications between faculty members about their working conditions and organizing on their own behalf.

Examples from other unions:

- “Employees have a legally protected right to communicate on social media with coworkers and the [Union] for mutual aid and protection. Notwithstanding any other provision of this policy, employees have a legal right to speak candidly and critically on social media about union activity, terms and conditions of employment, collective bargaining, personnel policies and contract terms, and complaints, grievances or litigation regarding working conditions. Employees are encouraged

to resolve problems internally before making it known on social media.”
([TNG-CWA-PCBA34](#))

Resource 2: Ed Tech Bargaining: Examples of Provisions by Issue Area

Tech definitions

In labor agreements, well-defined terms help prevent such issues by setting clear expectations for how technological advancements affect job roles, working conditions, and employment security. As workplace technologies evolve, definitions also play a crucial role in keeping agreements relevant and adaptable. By establishing clarity, fairness, and legal strength, these definitions ensure that contractual provisions serve their intended purpose and uphold the rights of workers.

Examples:

- “Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course/section or session is defined as the use of technology utilized 51 percent or more of the time to deliver instruction during the course term and where the student and instructor are separated by distance. The delivery of instruction in the distance education modality can use the Internet, email, video and class lecture to deliver instruction (hybrid course). However, if the use of the combined mediated technology is 50 percent or less, or the student and instructor are not separated by distance, the course/section/session is considered a classroom-based traditional course/section/session.” ([AFT-PCBA107](#))
- “For the purpose of this Article, Distance Learning (DL) is defined as follows: Distance learning is a formal mode of interaction which uses one or more technologies to deliver instruction to students who are separated from the instructor and which supports regular and substantive interaction between the students and instructor, and student-to-student, either synchronously or asynchronously.” ([AFT-PCBA106](#))

Employer commitments in tech implementation

Technology system orientation, training, and support

To address disparities in workers' ability to engage with new technologies, many agreements require training on system use and establish support channels for access, policy clarification, and technical troubleshooting.

Examples:

- “Colleges Offering [Distance Learning] DL and web enhanced courses shall: Provide, as necessary, ongoing training and technical and instructional support

including technological assistance regarding the college's learning management system (LMS), services and equipment to assure successful delivery of the course in the college's DL mode. When faculty are required to undertake additional DL training in the teaching and learning of a new DL platform in order to receive an assignment, the District will provide such training." ([AFT-PCBA106](#))

- "The District and [Union] agree that a faculty member interested in receiving District designated training in how to develop an on-line distance education course will receive training if it has been determined by the appropriate administrator that the training is appropriate, applicable and necessary. Upon completion of the training the faculty member will receive a stipend in the amount of \$1,500 for the equivalent of a twenty-five (25) hour training. A faculty member developing a new distance education course, or significantly restructuring an existing distance education course, shall receive, with prior approval of the appropriate administrator, funding to support educational development in the use of new technology not to exceed \$1,500. The funding shall be paid upon offering of the new or restructured course." ([AFT-PCBA107](#))

Tech application governance

Control over identity, authorship, and work outputs

Union contracts may define who holds ownership of creative, instructional, or technical work products and under what conditions those materials may be used or distributed. These provisions support transparency and consent around recordings, inventions, and intellectual contributions.

Example:

- "Course materials [for remote learning] shall be protected in accordance with the [Employer's] Ownership of Course Materials Policy [which states that "ownership of the rights to Course Materials, including copyright, shall reside with the Designated Instructional Appointee who creates them."]. Third party vendors shall not have any ownership of course materials in a learning management system (LMS)." ([UC-AFT-PCBA10](#))

Technology access and resources

These provisions ensure that employees have access to the hardware, software, and infrastructure needed to carry out their duties. They also address equipment mobility, technology stipends, and special provisions for remote or off-site work.

Example:

- "The District and college shall provide instructional supplies and materials, reprographic multimedia, and computer services (including internet, intranet, accessible and operational wireless technology, Portal/ESS, e-mail access, and technical support) to all faculty in a manner that meets their instructional needs

(including availability for evenings, weekends, satellite locations, and to the extent practicable, at outreach locations) or provide email access for reprographic orders. Use of such services shall be limited to District instructional activities only. The Office of Information Technology in collaboration with the colleges should develop a plan and budget for replacement and upgrading of technology, software, and equipment. Whenever practicable, the District shall use best practices and approved standards for district-wide procurement to acquire software and online training programs for the colleges." ([AFT-PCBA106](#))

Job classification and work preservation

Unions have negotiated language that reaffirms bargaining unit boundaries and prevents new technologies from being used to shift responsibilities, reduce staffing, or downgrade positions. These provisions often clarify how tools like automation, AI, or remote platforms relate to existing classifications and job protections.

Example:

- "Expanding student access, program need and faculty desire and preparation to teach a distance education course shall be the primary determining factors when the College decides to offer a course through distance education. There will be no reduction in force of faculty as a result of the College's participation in distance education. The parties agree that the use of such technology shall not be used to reduce, eliminate or consolidate faculty positions within the District." ([AFT-PCBA107](#))

Human oversight and system testing and validation

These provisions aim to prevent unchecked automation and ensure that technologies—especially those involving AI—are reviewed, validated, and subject to direct human oversight before being used in the workplace.

Example:

- "[The Employer] agrees that all application software utilized by UNION-represented employees in the normal course of their duties shall be tested, prior to installation and roll out, for proper functionality." ([CTU-AFT-PCBA11](#))

Committees

Consultative role

Committees may study issues, investigate options, and provide recommendations or feedback, but do not hold binding decision-making power.

Example:

- "A standing Information Technology Committee is established to study and make recommendations with respect to information technology and BOARD employee access to technological resources." ([CTU-AFT-PCBA11](#))

Ongoing meetings or project-specific discussions

Some agreements create more flexible structures—such as standing meetings, issue-specific consultations, or project briefings—to support continued union access to relevant information throughout the development and deployment of specific technologies.

Example:

“The [Employer] further agrees that the Chief Information Officer or his or her appropriate designee shall meet, upon request, on a monthly basis with representatives of the UNION to discuss matters of mutual concern. During such meetings, the UNION shall be permitted the opportunity to raise any information technology related issues or problems and to provide the [Employer] representative with potential solutions. All matters requiring additional action shall be addressed as expeditiously as possible, taking into consideration the UNION’s proposed solutions, with an estimated timeline to completion and updates at reasonable intervals provided to the appropriate UNION representatives.”
([CTU-AFT-PCBA11](#))

Resource 3: Review of Collective Bargaining Agreements Regarding Online Education in Higher Education, AFT Center for Collective Bargaining.

I. OVERVIEW

Before the pandemic, online education was optional for higher education institutions. Now, the conventional wisdom has shifted to view online education as a necessity as colleges and universities scramble to counter declining enrollment and take advantage of the widespread adoption of online learning platforms. In most settings, online education exists alongside traditional in-person instruction, with many faculty and students engaged in a mix of in-person and online course work.

The expansion of online education poses several challenges to our collective bargaining agreements in higher education. Some of these challenges include:

- Increased class sizes and higher workload;

- Loss of intellectual property rights over course materials integrated with online platforms;
- Pay disparities between in-person and online courses;
- Outsourcing of online course work to external education management companies; and a
- Reduction in the academic and quality standards of online courses that effectively become “lite” versions of face-to-face courses.

AFT and AAUP affiliates have successfully negotiated around many of these issues in their collective bargaining agreements. This document provides a review of existing contract language, highlighting the variety of approaches to these issues. It is not meant to provide a “model” contract language but rather serve as a guide to emerging standards around online education in collective bargaining agreements.

Overall, the agreements establish a parity standard– treating online course work the same as in-person course work for the purposes of pay, assignment, workload, and academic quality, etc. However, in the union setting, online work is still emerging, and higher education employers will likely look to introduce different standards for online and in-person courses in future negotiations.

II. CONTRACT LANGUAGE

1. Definition of Online Education

- “Online Education will be defined as any class where more than 50% of instruction is scheduled online.”
- “Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology.” (South Orange County Community College District Faculty Association)

2. Online Office Hours

- “Faculty teaching online courses may substitute online office hours for up to one half of the five hours.” (Robert Morris)
- “Faculty may conduct office hours from a remote location in an amount proportional to the percentage of their load attributable to online education courses.” (Yosemite Faculty Association)

3. Training Requisites for Online Instruction

- “No faculty member shall be required to teach an online education course without formal training or demonstrated expertise in online education.” (Yosemite Faculty Association)

- "All online instructors, prior to their first distance education assignment, shall complete training in online pedagogy, an online learning management system and accessibility standards, provide evidence of prior training, or demonstrate mastery or competencies in these areas. The Distance Education Coordinators and/or OEI certified trainers will make recommendations to the Dean or designee for faculty who meet the requirements...Becoming qualified to teach online courses does not require a faculty member to accept assignment to teach an online course." (Cuesta College Federation of Teachers)

4. Assignment of Online Workload

- "With mutual agreement, any administrator may assign faculty to online courses once they are trained or possess previous experience in online education No full-time faculty member will teach 100% online for the academic year. Exceptions to the 100% restriction may be granted by the collage president and the faculty member shall provide a written plan to meet professional obligations." (Yosemite Faculty Association)
- "Determination of class size for an online class should be based on pedagogical considerations and should not exceed the class size for traditional face-to-face instruction courses in the same discipline." (United Faculty of Florida – Southwestern State)

5. Compensation/Incentives

- "Any faculty member who completes training to teach online shall receive one of the following incentives: 1) course credit for column advancement on the salary schedule, 2) hours applied toward professional hours obligation, 3) hours applied towards Flex obligation, or 4) stipend contingent on grand funding." (Yosemite)
- "On-line and hybrid classes will be considered regular on-campus classes for the purposes of faculty assignment and payment." (Eastern Michigan AAUP)
- "Any adjunct faculty member or part-time instructor who attends the official online/hybrid training offered by the University (which lasts up to (1) week) after obtaining prior written approval to do so from this/her Department Chairperson shall be entitled to one (1)-time payment of five hundred dollars (\$500)." (Union of Adjunct Faculty at Pace)
- "The first time (and only the first time) an instructor teaches an online class, as defined in 7.18.1, he/she will receive additional compensation of 40 hours at her/his non-classroom rate of pay." (AFT Guild – Grossmont – Cuyamaca Community College District)

6. Class size

- "An online education course shall be assigned a load factor and class size standards on the same basis as traditional course including large class accommodations and the number of preparations." (Yosemite Faculty Association)

7. Due process

- "Due process will be consistent with traditional face-to-face courses and will follow college policy in relation to handling student complaints. Any violations of due process will be subject to the grievance procedure, as outlined in Article 19 of the Contract" (Yosemite)

8. Labor-Management Committees

- "The committee shall make recommendations on the following matters:
 1. Rights of faculty members assigned to teach online courses, including rights to select course materials, methods of delivery, methods of interaction (including both asynchronous and synchronous methods), methods of examination, and appropriate virtual office hours.
 2. Intellectual-property rights of faculty members with respect to recordings of lectures, lab tests, demonstrations, class discussions and similar electronically recorded or accessible materials.
 3. Establishment of a fund for Online Course Training and Development under the Associate Vice President for Educational outreach in an amount sufficient to support quality online instruction, along with principles for awarding grants from the fund to assist bargaining-unit members in developing new online courses or modifying existing on-campus courses for suitability for online instruction.
 4. Guidelines for the determination of workload, including appropriate class size, for those assigned to create or teach a "first time" online course.
 5. Guidelines for online-course preparation and teaching for bargaining-unit members on the tenure track that take into account the research and time required for the development of online courses.
 6. Guidelines for University provision of hardware, software, and technical support to bargaining-unit members who teach online to ensure adequate delivery or material, curriculum development, course planning, and student interaction." (Wayne State University)
- In the State University of New York (SUNY) system of higher education, some of the standards governing online education have been memorialized in institutional policy as opposed to the CBA. Language from the contract:

“As soon as practicable after a fully executed agreement, appropriate GOER, SUNY and UUP designees shall meet to discuss and review issues of mutual concern related to the impact of online education initiatives on bargaining unit employees.

“The agreement to review these issues in the labor-management forum does not constitute a waiver of any management or union right or prerogative.” (United University Professionals)

9. Intellectual Property Rights

- “Under the current SUNY copyright policy, faculty retain ownership of works produced in the scope of employment, including works produced for online education unless there is a written agreement between the University and the faculty member to the contrary. Putting it more specifically, SUNY and faculty may contract for “work-for-hire,” authorize the work in advance by written agreement, and determine in the contract who the owner shall be...In the absence of a written work-for-hire agreement, copyright ownership vests in the faculty.” (United University Professionals)^[1]
- “Faculty Members who develop an on-line class retain all rights of ownership of the materials so developed. At the Faculty Member’s option, they may sign over the on-line materials to EMU. Faculty Members will receive no stipends to develop courses or grading stipends to teach more students than allowed by the course cap.” (Eastern Michigan University chapter of AAUP)
- “Instructional material developed or substantially revised for an Online Course without University support and without the use of UCF online instructional design services shall be the property of the creating employee(s) and is hereby assigned to the creating employee(s) by the University, subject to the retained rights set forth in Section 18.3(b)(1)(d)(i) through (d)(iii).”
 - “If an employee who develops or substantially revises an Online Course ceases to be employed by the University, the University shall possess and expressly retains the rights to continued internal use of such Online Course, including the right to revise, reproduce, or make derivative works, of the instructional materials for instructional purposes for no more than the five (5) full academic years following the employee’s separation from the University.” (United Faculty Federation at the University of Central Florida.)

^[1] UUP published a member newsletter outlining the SUNY policy. Accessed <https://uupinfo.org/reports/reportpdf/IntellectualProperty.pdf>. Link to SUNY policy regarding faculty ownership of intellectual property:
<https://system.suny.edu/academic-affairs/faculty/faculty-ownership/>

10. Academic Freedom

- “Faculty members engaged in eLearning shall have academic freedom in discussing their subject. Individual faculty members should have the **same responsibility** for selecting, developing and present content or other materials in courses offered through eLearning technologies that they have in those offered in traditional classroom settings.” (Western Michigan Chapter, AAUP)

11. Academic Standards and Course Development

- “Administration, in collaboration with faculty, shall determine which courses are appropriate to be offered online; the academic dean will initiate the process for online course development as found in the e-Learning policy manual.” (United Faculty Federation at Southwestern State)
- “The same standards of course quality and evaluation shall be applied to DE [Distance Education], including any parts of a hybrid course conducted through DE, as are applied to traditional classroom courses.” (Hartnell Community College Faculty Association)
- “When the College creates a new online course, the appropriate administrator will send out a Request for Proposal to all faculty members. In the even that no Edison Faculty responds to the RFP, the College may acquire the online course by offering the RFP to other providers.” (UFF at Southwestern State)
- “eLearning courses shall comply with all of the standard procedures and criteria for eLearning including but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determination about appropriate class size, copyright clearance, and oversight of all offerings by the appropriate faculty committee to ensure conformity with previously established traditions of course quality and relevance to programs.” (Western Michigan chapter of AAUP)
- “On-line and hybrid classes will be approved using the departmental input procedures as set forth in Article XIII. On-line and hybrid classes are taught through the academic departments with assured operational support provided by the University.” (Eastern Michigan chapter of AAUP)
 - Article XIII: “Recognizing the necessity for meaningful Faculty involvement in the areas of selection and evaluation of Faculty Members, curriculum development, the utilization of financial resources, and other areas of general education policy, internal academic operations, and external relations as related to academic units, the following procedures for the involvement of the faculty shall be used.” (Eastern Michigan AAUP)

12. Evaluation and Observation

- “Permission by the Faculty Member will be obtained before entering an online or hybrid class for any purpose other than technical support. EMU will not access or facilitate access by others for online or hybrid classes for purposes of evaluating faculty performance or activity, except in accordance with Article XV.” (Eastern Michigan AAUP)

- “regular, tenure-track, and temporary faculty will have all courses evaluated on a rotating basis per Article 7.2. Regular and tenure-track faculty teaching more than one Distance Education or Hybrid course must have at least (1) of their online courses evaluated as part of every evaluation cycle on a rotating basis.” (Cuesta College Federation of Teachers)
- “Regardless of the mode of instruction, at least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period...
 - “If at least 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall normally take place during a face-to-face classroom period.”
- “If fewer than 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.” (Professional Staff Congress, CUNY)^[2]

^[2] PSC issued a thoughtful communication to members regarding news about the expansion of “CUNY Online.” Accessed <https://psc-cuny.org/clarion/2022/december/psc-concerns-about-cuny-online/> (Nov. 11, 2022)

Resource 4: Higher Ed AI Draft Language, AFT's Center for Collective Bargaining

1. Definition

Acknowledging the varied definitions of Generative Artificial Intelligence ("GAI"), the Parties agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, Gemini). It does not include "traditional AI" technologies programmed to perform specific functions. The term GAI is used for convenience and this section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

2. Shared Governance and GAI Policy Committee

- a. The Parties support the institutional framework of shared governance, as outlined in AAUP's Statement on Government of Colleges and Universities, and recognize that GAI has the potential to fundamentally change the delivery and comprehension of educational content for faculty, staff, and students.
- b. A GAI Policy Committee will be established to develop recommendations governing the adoption and implementation of GAI technologies. The Committee will consist of four (4) members appointed by the Union President and four (4) members appointed by the University. The Committee will convene no later than thirty (30) days following the ratification of this agreement. The Committee shall formulate written recommendations no later than 90 (ninety) days following the first meeting.
- c. Committee members shall receive release time as necessary to participate in Committee meetings and activities. [Adjunct faculty shall receive a stipend in the amount of XXX to participate on the committee.]
- d. The recommendations may not supersede the terms and conditions of this Agreement and shall address the following considerations related to GAI:
 - Procurement of GAI systems or software;
 - Professional development curriculum for University faculty and staff regarding the ethical and effective uses of GAI in research, teaching, and administration;
 - Ethical guidelines governing the use of GAI tools in research, teaching, and administration, focusing on privacy, consent, bias prevention, transparency, and intellectual property rights;
 - Transparency regarding the administrative, evaluative, or instructional uses of GAI with oversight mechanisms to ensure fairness and accountability;
 - Procedures, including funding levels, for routinely auditing GAI systems to ensure compliance with institutional policies and contractual commitments; and
 - Resolution of disputes under this Article.
- e. The Committee's recommendations will be submitted to the Union President, the University President, and the Senate Faculty Committee for joint consideration and

action.

3. Continuous Learning and Development

- a. The University commits to providing and adequately funding continuous education and training programs for faculty members on GAI technologies relevant to their teaching and research fields. These programs will include both foundational and advanced courses on GAI applications, ethical considerations, and data management.
- b. Training programs will be designed to meet the varied needs of faculty across disciplines, with input from relevant academic departments to ensure relevancy and applicability.
- c. [FUNDING LEVELS TBD]

4. Intellectual Property Rights

- a. Faculty members shall retain ownership of works produced in the scope of employment, including works produced for online education unless there is a written "work-for-hire" agreement between the University and the faculty member to the contrary. In the absence of a work-for-hire agreement, intellectual property rights vests in the faculty.
- b. The University and any vendors contracted by the University to operate online education platforms or learning management systems shall not use material developed by faculty and uploaded to online education platforms to train or enhance GAI systems without first obtaining prior, clear, and express written consent from the faculty member. Such consent must contain a reasonably specific description of the purpose, scope, and duration of use and any compensation or credit arrangements.
- c. University contracts with vendors that operate online learning platforms or learning management systems must include contract terms that expressly prohibit the vendor from using content submitted by faculty to train or enhance GAI systems.

5. Right to Audit

- a. The parties acknowledge the importance of maintaining transparency and accountability in the use of GAI systems within the operations of the University. To this end, the Parties agree to collaborate to conduct an audit of GAI systems on at least an annual basis to ensure compliance with agreed-upon standards and practices, particularly concerning ethical use, data privacy, bias mitigation, and intellectual property rights.
- b. The Employer agrees to allocate funds specifically for the purpose of conducting these audits. The amount, not less than [specific amount or percentage of relevant budget], shall be determined during the budget allocation process and shall be subject to review and modification in subsequent bargaining agreements. The GAI Policy Committee shall make recommendations concerning appropriate funding levels.
- c. These funds shall be used exclusively for expenses related to the auditing of GAI

- systems, including but not limited to hiring independent external experts, purchasing necessary tools and software, and training for audit-related activities.
- d. Audits shall be conducted at least [specify frequency, e.g., annually] or more frequently if mutually agreed upon by the parties or in response to a significant incident related to the GAI systems' operation.
 - e. The scope of the audits will include the evaluation of GAI systems' adherence to ethical standards, accuracy and fairness of outputs, compliance with data protection regulations, effectiveness of bias mitigation strategies, and intellectual property rights.
 - f. The Union, in consultation with the Employer, shall select a qualified independent auditor or audit firm with expertise in GAI systems and ethics.
 - g. The audit process shall be transparent, with both parties having access to relevant information and findings. The auditor shall provide a comprehensive report outlining the audit's findings, including any discrepancies, violations, and recommendations for improvement.
 - h. Upon receipt of the audit report, the University shall convene a meeting with the Union to discuss the findings and develop a plan of action to address any issues identified. This plan shall include timelines for implementation of the recommendations and may involve adjustments to the GAI systems or practices as necessary.
 - i. All parties agree to uphold the strictest levels of confidentiality and data protection during the audit process. Information obtained during the audit shall be used solely for the purpose of improving the GAI systems and shall not be disclosed to unauthorized parties.

6. Job Security and Workload

- a. The University assures that GAI technologies will be used to augment faculty expertise, not replace it. Any changes to faculty roles or structures due to AI integration will be negotiated with the Union.
- b. The impact of GAI on faculty workload will be regularly reviewed, with the University ensuring that the adoption of AI tools does not lead to unreasonable workload increases without appropriate compensation or workload adjustment.

7. Regular Meetings

The University agrees to meet with the Union during the term of this Agreement at least semi-annually at the request of the Union and subject to appropriate confidentiality agreements to discuss and review information related to the University's use and intended use of GAI in education and research. The foregoing provision shall not be construed to waive any right of the union to seek information necessary and relevant to the administration and enforcement of this Agreement.

8. Expedited Dispute Resolution

In the event the Union believes there has been a violation of this Article, the Union shall have the right to bring such issue to the GAI Advisory Committee for resolution. If the Advisory Committee cannot resolve such dispute within seventy-two (72) hours, it shall

be referred to Step X of the Grievance Procedure for final and binding arbitration.

9. Discipline and Evaluation

Recognizing the imperfection and unreliability of GAI systems, data and insights generated by GAI systems shall not be used for any reason as a basis for: (a) disciplinary actions against employees up to and including termination and (b) formal evaluation.

Resource 5. Non-bargaining units policies on educational technology and artificial intelligence

1. Miami University TA'd MOU on Artificial Intelligence

Memorandum of Understanding

Artificial Intelligence

Miami University (the "University") and the Faculty Alliance of Miami, AAUP-AFT (the "Union") enter into this Memorandum of Understanding ("MOU") intending to be legally bound hereby.

Consistent with the collective bargaining agreement, the parties shall meet and discuss a process for reviewing the impact of Artificial Intelligence ("AI") on bargaining unit faculty members and the University at its Labor Management meetings.

If concerns arise regarding the use of AI at the University, the parties agree to discuss those concerns in the Labor-Management meetings. As part of that discussion, the parties may also propose guidelines regarding the use of any specific program or tool that uses AI for consideration by the University.

Violations of this MOU shall be subject to Article [Grievance and Arbitration]

For the Union:

For the University:

Date:

Date:

2. Resolution in Response to the Adoption of ChatGPT Edu at CSU Northridge and Across the California State University System

BE IT RESOLVED THAT the Faculty Senate of California State University Northridge recognizes the transformative potential of modern computing infrastructure and the machine learning algorithms it supports, including generative AI systems, and the CSUN Faculty Senate affirms the value in thoughtfully pursuing applications of these technologies where they are appropriate to the educational and research mission of the University;

BE IT FURTHER RESOLVED THAT the ChatGPT Edu service to which the California State University system has subscribed disrupts classroom practice, both for faculty who are developing coursework with generative AI tools and for those who are concerned about the misuse of those tools; and it does not provide students or faculty with meaningful access to emerging computing resources, generative AI algorithms, or a training corpus for experimentation with generative AI products that could allow students and faculty to thoughtfully pursue appropriate applications of generative AI technology;

BE IT FURTHER RESOLVED THAT the move to provide students at CSUN and across the CSU system with subsidized access a single company's generative AI product without substantial prior consultation, evaluation, and planning undermines classroom practice and grading integrity across the CSUN campus, and it endangers multiple Student Learning Outcomes, including Written Communication, Critical Thinking, Mathematics/Quantitative Reasoning, and Information Competence;

BE IT FURTHER RESOLVED THAT the allocation of substantial CSU funds for a product which has disrupted classroom practice and poses risks to student learning, without an open and thorough evaluation of these concerns, undermines the principles of shared faculty governance;

BE IT FURTHER RESOLVED THAT the nearly \$17 million expenditure for ChatGPT Edu access is an inappropriate use of scarce resources at this time;

BE IT FURTHER RESOLVED THAT the CSUN Faculty Senate calls upon CSUN and CSU leadership to withdraw from the current agreement for ChatGPT Edu access, to engage in an open and meaningful discussion across campus and the CSU system to properly understand the value and risks of generative AI tools for our educational and research mission, and to commit that the use of CSU funds for any future purchase of generative AI products or services will be accomplished through an open and competitive process;

BE IT FINALLY RESOLVED that copies of this resolution be distributed widely, including but not limited to the following recipients:

- Dr. Erica D. Beck, CSUN President;
- Dr. Meera Komarraju, CSUN Provost and Vice President for Academic Affairs;
- Colin Donahue, CSUN Chief Financial Officer;
- Ranjit A. Philip, CSUN Vice President for Information Technology and Chief Information Officer;
- Dr. Helen Heinrich, Associate Vice President for Academic Technology;
- Katie Karroum, AS President;
- Deans and Chairs of all CSUN Colleges and Departments;
- Dr. Chris Fosen, President of the CSU English Council
- Mildred Fuentes-Chung, CSUN University Writing Council Chair
- The CSUN Daily Sundial;
- Los Angeles Times;
- Los Angeles Daily News;
- LAist;
- CalMatters;
- Edsource;
- The Chronicle of Higher Education

RATIONALE

High-performance computing systems and the machine-learning algorithms they enable — such as decision-tree, artificial neural network, and large language model (LLM) methods — are potentially transformative emerging technologies for disciplines ranging from biology to physics to the digital humanities. One product within this larger diversity is ChatGPT, which uses algorithms trained on a vast corpus of text and images drawn from online sources for the specific application of “generative AI”, producing extensive and detailed text and image responses to open-ended prompts (1–3).

ChatGPT and similar generative AI products have striking capabilities, but have yet to achieve the accuracy and increased efficiency promised by their developers (4–9), and have been extensively shown to invent (or “hallucinate”) factual information (1, 4, 10) and sources of information (11, 12), as well as to propagate biases from their training corpus (13). Users of generative AI tools like ChatGPT engage in less critical thinking about tasks for which they use generative AI tools, especially when they have less self-confidence for those tasks (8, 15, 16), and the frequent use of generative AI tools can cultivate “cognitive offloading” that may degrade users’ critical thinking skills (16). Students at all levels of education are already using generative AI tools as sources of information without sufficient independent validation, and in some cases as a means to fully complete writing and research assignments (17–19).

Many CSUN faculty have already taken the initiative to incorporate generative AI products into classroom activities as appropriate for their disciplines. Many faculty also have serious concerns for the risks to classroom practice, grading integrity, and educational outcomes posed by students' unguided use of generative AI products.

In early April, CSU leadership announced a system-wide subscription to the ChatGPT Edu product as part of a "landmark partnership" to promote the use of advanced computing technologies across member campuses (14). ChatGPT Edu will cost the CSU almost \$17 million for 18 months of use, and it was selected without substantial prior consultation with students, faculty, or staff. This multimillion-dollar purchase comes as CSUN and the CSU system anticipate substantial cuts in state funding for the upcoming budget year (20) and face unprecedented cuts and recissions of federal funding by the current presidential administration (21–23).

Implementation of the ChatGPT Edu service at CSUN has disrupted classroom practice for faculty who were previously developing coursework with competing generative AI products, as well as features of the publicly-available ChatGPT platform that are restricted on the ChatGPT Edu service. The implementation has also exacerbated risks arising from students' unguided use of generative AI. The ChatGPT Edu interface itself cautions users that they must independently verify factual information provided by the interface, but provides no formal support for users to do this fact-checking. The ChatGPT Edu subscription does not provide students or faculty with meaningful access to emerging computing resources, nor to LLM algorithms or a training corpus for experimentation with generative AI products, either — it only allows students and faculty to act as end users of closed algorithms trained on an undisclosed corpus.

Thus ChatGPT Edu, as implemented at CSUN, brings all the risks arising from students' unguided use of generative AI, without providing resources that would let faculty and students work deeply and thoughtfully with LLM algorithms and their generative AI products.

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Resource 6: Negotiating tech: An inventory of U.S. union contract provisions for the digital age, UC Berkeley Labor Center

This searchable inventory developed by UC Berkeley Labor Center's Lisa Kresge, member of the AAUP ad hoc committee on AI, documents how unions have addressed workplace technologies through collective bargaining. It includes provisions from more than 175 agreements, drawn from a review of over 500 contracts, and highlights a range of strategies, including securing rights and protections, shaping how technologies are introduced and used, and establishing governance mechanisms. Designed as an informational resource rather than a source of model language, the inventory offers insight into how unions are responding to emerging technologies through recent agreements, while also showing how long-standing provisions remain relevant in today's rapidly evolving digital workplace.

Find the database here: <https://laborcenter.berkeley.edu/negotiating-tech/>

Resource 7. AFT Contracts Database

To get access:

1. Visit www.aftlaborcontracts.org and click "Register As New User". A window will appear requesting:
 - a. Username
 - b. Full name
 - c. Email
 - d. Password
 - e. Position in local
 - f. Local number
 - g. Local name
 - h. If you are a local leader
 - i. If you are a negotiator
 - j. Office/cell phone
 - k. Mailing address, city, state, and zip
 - l. How did you hear about the AFT contract database? (please be specific, as the information provided will dictate your access to the database)

Verifying your email

2. Once your account is created, you will receive an email from no-reply@microsearch.info requiring email verification. Please verify by visiting the provided link in the email.
You have access
3. After verifying your account, an AFTlaborcontracts administrator will receive notification to grant access.

To use the advanced search function:

Simplified Search Syntax

To find documents containing the exact word, enter the word only, then press Search.

In Simplified Search, spaces between words are interpreted as an OR operation. Entering the phrase "holiday pay" will find every document containing either the word holiday or the word pay.

Documents containing both words will score higher in the Search Results page.

To find documents that contain the exact phrase, enter the desired phrase within quotation marks: "holiday pay"

Simplified Search special operators include the plus + and the minus – signs:

- document region (Finds documents that contain either word)
- document +region (Finds documents that contain both words)
- document –region (Finds documents containing the first word but not the second word)
- –region (Finds documents that do not contain a word)

Proximity Searches are supported implicitly with Simplified Search Syntax. Words which are closer together will score higher than words which are further apart in documents.

Precise Search Syntax

To find documents with the exact word, enter only the word into the Search Dialogue box: i.e., Holiday, then press Search

To find documents containing an exact phrase, enter the phrase with no symbols: i.e., Holiday pay, then press Search

Precise Search utilizes Boolean Operator syntax. Boolean Operators are words, not symbols, and do not require the use of italics or quotation marks. Enter Boolean Operators as follows:

- document and region
- document or region
- document and not region
- not region

Removing the power of Boolean Operators

- rock "and" roll – will find "rock and roll"
- to be "or" "not" to be, will find "to be or not to be"

Proximity Searches use the Boolean Operator "near" to find words that appear in close proximity to one another. The default — simply using the word near — will look for the two words within a distance of five words. Following the word "near" with a number enclosed in parentheses allows users to customize that distance, as in the example below, which will lengthen the distance to 10 words.

- payroll near laws
- payroll near(10) laws

Parentheses

To create more complex and precise search queries, use parentheses to group keywords and operators. For example:

- payroll and (laws or statutes)

The above search will return results that include the word "payroll" and either "laws" or "statutes".

Queries can be combined in various ways using parentheses. For example:

- (payroll near(5) laws) or (payroll near(5) statutes)

The above search will find either of the queries found inside the parentheses.

Wildcards

To conduct a search using the root of a word that might have several possible endings, use an asterisk. For example, to find all varieties of the root "comput", search for "comput*", this will render results including "compute", "computer", "computing", "computed", etc.