

## ***Examples of Memoranda of Understanding in Collective Bargaining Agreements Related to AI***

The National Center for the Study of Collective Bargaining in Higher Education and the Professions

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### **Heartland Community College**

As part of the National Center's ongoing research, we have identified a May, 2025 AI-related **letter of agreement** between Heartland Community College and Heartland Faculty Association, IFT/AFT, AFL-CIO Local 6038.

The agreement calls for the creation of a labor-management Committee on Instructional AI. The committee is tasked with, *inter alia*, reviewing and making recommendations about "any proposed institutional policies, tools, standards, or practices involving AI in teaching, learning, grading, assessment, or academic integrity." It is also tasked with monitoring and reevaluating AI's impact on academic freedom, teaching practices, faculty responsibilities and student equity.

It is common in negotiations for parties to delegate to a labor-management forum certain novel and complicated issues that might otherwise hold up a final agreement or to use the forum to help resolve issues involving non-mandatory subjects of bargaining. Labor-management committee agreements can be advantageous, especially when the parties have the foresight to bring in outside experts to inform the labor-management discussions. However, a labor-management approach can lead to the potential waiver of bargaining rights over implementation of new technologies.

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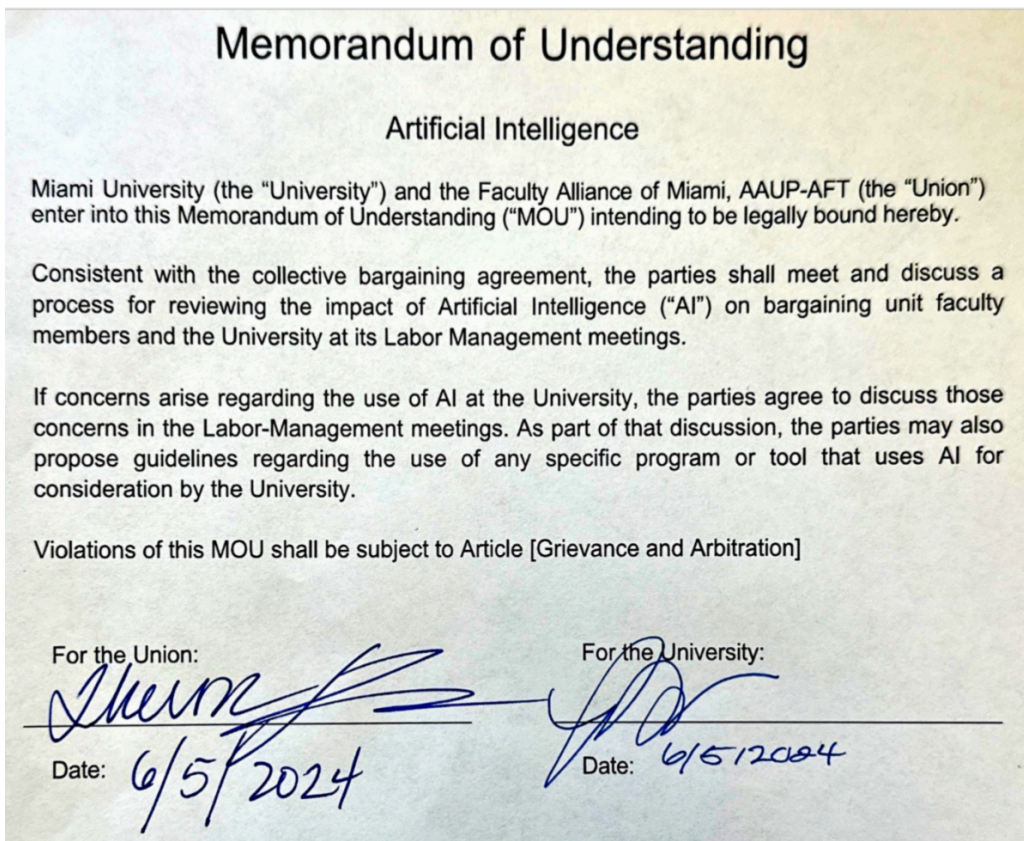
### **Bargaining Over AI at 4-Year Institutions**

Our research has identified negotiated AI-related memoranda or contract provisions at five 4-year institutions: Miami University, the University of Michigan, Oregon State University, the City University of New York, and Brown University.

Each agreement is reproduced below. The agreements differ in certain aspects, but all call for the use of labor-management committees to examine issues related to AI.

### **I. Miami University and the Faculty Alliance of Miami, AAUP-AFT**

During the course of negotiations for first contracts between Miami University and the Faculty Alliance of Miami, AAUP-AFT for the faculty and librarian bargaining units. The parties reached a memorandum of understanding on AI. Under the agreement, the parties agree to use labor-management meetings to develop a process examining the impact of AI on bargaining unit faculty and proposed guidelines for the use of AI software. Violations of the agreement can be challenged through the grievance-arbitration procedures.



### **II. University of Michigan and the Lecturers' Employee Organization, AFT Local**

## **6244, AFL-CIO, Librarians, Archivists, and Curators Bargaining Unit**

The University of Michigan and the Lecturers' Employee Organization, AFT Local 6244, AFL-CIO, entered into a memorandum of understanding concerning AI for the Librarians, Archivists, and Curators Bargaining Unit (LEO-GLAM) as part of the parties' **2025-2029 collective bargaining agreement**.

The memorandum recognizes that bargaining unit members have the discretion to use AI to perform work responsibilities based on their professional judgment. It also prohibits the university from using AI to reproduce a bargaining unit member's voice or likeness. The memorandum provides for labor-management discussions limited to the impact of AI on certain terms and conditions of employment, namely the use of AI to replace or automate the professional judgment, expertise or discretion of bargaining unit members.

## **III. Oregon State University and United Academics of Oregon State University AAUP/**

### **AFT, AFL-CIO**

In negotiations for their **2024-2029 collective bargaining agreement**, Oregon State University and United Academics of Oregon State University AAUP/AFT, AFL-CIO, entered in a letter of agreement creating a joint labor-management committed to discussing generative AI as it relates to faculty working conditions and the provisions of the contract. The letter agreement preserves what it describes as "typical rights" under the contract and the right to engage in impact negotiations or, perhaps, even decisional bargaining under the Oregon Public Employee Collective Bargaining Act.

MEMORANDUM OF UNDERSTANDING #2  
Artificial Intelligence

**Section A. General provisions**

1. The appropriate use of AI to assist Employees in their work, duties, or tasks shall be made at the discretion of the Employees based on their independent professional judgement, expertise, or discretion.
2. The Employer shall not use AI to synthetically reproduce the voice or likeness of an actual Employee for any use without the Employee's written consent.

**Section B: Special Conference**

In accord with Article VI *Union and Employer Conferences*, the University and the Union may meet for 1.0 hour once per academic term for the duration of this Agreement to discuss concerns specifically related to potential impacts of Artificial Intelligence ("A.I.") on Employees' terms and conditions of employment.

The scope of these discussions will be:

- The use of A.I. to replace or automate Employees' professional judgment, expertise, or professional discretion, if any.

Three (3) representatives from the Union and three (3) representatives from the Employer shall convene upon request of the Union, at a mutually agreeable time and place. The Parties will confer to set an agenda in advance of each meeting.

Nothing in this MOU obligates the Parties to negotiate or in any way change or alter any provisions of this Agreement or the rights of either the Employer or the Union under the terms of the Agreement.

This MOU shall terminate with the expiration of this Agreement unless the parties mutually agree to extend its terms beyond the expiration of this Agreement.

### **Letter of Agreement: Joint Committee on Generative Artificial Intelligence (GAI)**

Both parties recognize that GAI presents potential opportunities and threats in still-developing ways; this end, the Employer has committed to establishing a GAI governance framework for outlining guidelines for the ethical use of GAI technologies through a lens of transparency, accountability, and fairness in GAI applications.

The Parties also acknowledge that existing rights in the current Collective Bargaining Agreement may interact with applications of GAI.

For the term of this contract, the parties agree to a joint labor-management committee to discuss GAI relates to faculty working conditions and this contract. The joint labor-management committee will meet annually or as otherwise mutually agreed upon by the parties. The joint labor-management committee will be composed of an equal number of representatives from the Employer and from United Academics, no fewer than six total members. Members should have relevant knowledge and/or experience related to GAI and its applications.

Nothing in this LOA restricts the established ability of either Party to exercise their typical rights under the Agreement, including impact bargaining.

## **IV. City University of New York and the Professional Staff Congress/CUNY, AFT**

### **Local 2334. AFL-CIO**

In a **memorandum of agreement** between the City University of New York and the Professional Staff Congress/CUNY, AFT Local 2334, AFL-CIO for their 2023-2027 successor agreement, the parties amended Appendix L of the **expired contract** concerning labor-management committees. The memorandum modified the existing labor-management committee on education technology and directs it to "discuss issues of education and non-educational technology as they relate to the Instructional Staff's terms and conditions of employment." Among the identified topics for discussion are: training about AI technology; instructional design; and the impact of online teaching systems on terms and conditions of employment. The negotiated changes were in response to the increased use of new technologies, including AI, and their potential impact on terms and conditions of employment.

- **Amend Appendix L (“Labor-Management Committees”) to include:**

In recognition of the expansion of technology utilization in higher education and the potential impact on terms and conditions of employment, within 120 days of the effective date of the Agreement, the parties shall establish a Labor-Management Committee on Educational Technology to discuss issues of educational and

educational technology as they relate to the Instructional Staff’s terms and conditions of employment. The committee shall be composed of three members appointed by the President of the PSC and three members appointed by the Chancellor or their designee (i.e., Senior Vice Chancellor for University Human Resources and Labor Relations).

The committee will meet as needed at the mutual convenience and agreement of the parties, but no less than twice per semester. The committee’s discussions shall include, but not be limited to, the following issues: artificial intelligence technology training; instructional design; and the impact of online teaching modalities on the terms and conditions of employment. The committee shall submit its advisory recommendations to the Chancellor or their designee (i.e., Senior Vice Chancellor for University Human Resources and Labor Relations) and the President of the PSC.

## **V. Brown University and Brown Postdoc Labor Organization, RIFTHP-AFT**

**Local 6516**

Article 14(C) of the **first contract** between Brown University and the Brown Postdoc Labor Organization, RIFTHP-AFT Local 6516, provides that the university will notify and discuss with the union in labor-management meetings about AI policies that impact working conditions. It is the first known AI contract provision for a postdoc collective bargaining unit.

### **C. Artificial Intelligence**

The University agrees to notify and will discuss with the Union as part of regular labor-management meetings about any Artificial Intelligence-related policies impacting working conditions.