

**Union Proposal for Negotiations Between  
Professional Staff Union/MTA/NEA, Unit A, Amherst, and Boston  
and  
The University of Massachusetts Board of Trustees  
December 16, 2024  
Workload Proposal 5**

Union Written Proposal delivered December 16, 2024

**[New Section 11.5] Generative Artificial Intelligence**

**A. Definition**

**Generative Artificial Intelligence (Gen. AI) is a category of techniques based on machine learning models that can produce text, images, and other forms of data in response to natural language prompts.**

**B. Bargaining Unit Work**

**The Employer/University Administration shall not use Gen. AI to perform work that would otherwise be done by a bargaining unit member. A bargaining unit member may use Gen. AI tools to aid in performing their duties at their own discretion. The use of Gen. AI tools will neither be expected nor required—deadlines shall not be set nor workloads evaluated under the assumption that Gen. AI tools are or will be used.**

**Prior to contracting for any service which includes Gen. AI, the Employer/University Administration will make a written determination that the services do not include any amount of work currently or last performed by bargaining unit members or CC/03 employees doing bargaining unit work. The written determination should be made available to the Union and included as part of the official contract file required by Mass General Laws.**

**C. Training**

**The Employer/University Administration will provide basic training for all bargaining unit members on how Gen. AI works and how it may be used in the workplace. Should the University adopt new Gen. AI tools, training on the use of**

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those tools will be provided to all bargaining unit members. Supervisors will be provided training on any Gen AI tools before they can evaluate bargaining unit members' use of those tools.

#### **D. Pilot Programs**

The Parties agree that any use of Gen. AI impacting the conditions of employment of bargaining unit members must be run as a pilot program before being implemented university wide. The Employer/University Administration will engage the Union in decisional bargaining prior to contracting for any service that would include Gen. AI. This involvement will begin when the Employer/University Administration begins internal discussions about the possible use of Gen. AI.

The Parties agree to engage in negotiations to the fullest extent possible by law, rule, regulation, and executive order concerning the substance, impact, and implementation of any pilot program. The duration and evaluation of any pilot program will be negotiated with the Union. Pilot programs will be evaluated for: efficiency, cost effectiveness, accuracy, and impact on the working conditions of bargaining unit members.

#### **E. Discipline, Evaluations and Hiring**

The Parties agree that due to the potential for negative impacts to bargaining unit members, Gen. AI will not be used in the discipline, evaluation, or hiring of bargaining unit members.

#### **F. Privacy**

The Parties agree not to synthetically reproduce the voice and/or likeness of a bargaining unit member for any use. The Employer/University Administration shall not sell or, through the use of software, license the work or likenesses of bargaining unit members, including documents, emails, images, and audio or visual recordings or streams, for the purposes of training AI models.

Prior to contracting for any service which includes Gen. AI, the Employer/University Administration will make a written determination that the services do not include a license to use the work or likenesses of bargaining unit members for training AI models. The written determination should be made available to the Union and included as part of the official contract file required by Mass General Laws.

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