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July 11, 2024

Mr. Thomas N. Conelias
National Representative
AFT Organizing and Field Services
555 New Jersey Avenue, N.W.
Washington, DC 20001

RE: *AI Taskforce*

Dear Thom:

The University is in receipt of both your April 2, 2024 and July 8, 2024 letters. In the April 2, 2024 letter, your position was that FAM had become aware that “the Administration” “sent surveys to employees, including faculty represented by FAM, seeking input into current and potential uses of artificial intelligence in employees’ work.”

Your letter further stated that “seeking input from FAM-represented employees constituted direct dealing on a mandatory subject of bargaining.”

First, the University has consistently denied that the subject of AI is a mandatory subject of bargaining; nevertheless the premise of you April 2nd letter is that the involvement of faculty, and requesting faculty input, regarding the subject of AI constitutes direct dealing: “FAM hereby demands that the University **cancel any other discussions of the topic of AI usage with bargaining unit members**, unless and until the parties come to a mutual agreement on how to do so.”

The fundamental misunderstanding in your April 2nd letter is that the AI survey administered to community constituents was promulgated by “the Administration.” In fact, the survey was administered by the AI Taskforce, which was constituted with FAM bargaining unit faculty and a librarian:

Deepak Dawar, CLAAS

Jay Shan, FSB

Heidi McKee, CAS

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Meng Qi, Libraries

John Femiani, CEC

Ann Haley MacKenzie, EHS

To this end, the creation of the AI Taskforce itself was intended to support the spirit of shared governance in evaluating the impact of AI on the University and recommending next-steps for University growth and opportunities. The Taskforce then sought to implement a survey of community members, including faculty, staff and students.

The difficulty with the FAM April 2nd letter is that by virtue of including represented-faculty and librarian voices in this endeavor, through the Taskforce's use of a survey, the University was charged with direct-dealing. The FAM argument that the survey constituted direct-dealing, but the continuation of a Taskforce populated with represented faculty and librarians does not, cannot be reconciled. For this reason, the University took the position that including the represented-faculty on the taskforce was problematic in light of the April 2nd letter.

At the previous bargaining session, the University requested that FAM rescind its cease and desist letter in order to permit the AI Taskforce to continue with faculty participation, without the threat of a direct dealing charge. Instead, you offered us an editorial commentary accusing the Administration of disingenuousness. It is quite a quandary to desire shared governance under these circumstances. Either you want faculty voices included on the topic of AI, either by survey respondents & faculty membership on the taskforce, or you don't. But FAM cannot accomplish its goal by claiming the survey was direct dealing BUT membership on the taskforce is not. To the extent that the Union truly wants to reinstitute the AI Taskforce with bargaining unit faculty participation, the Union needs to confirm to the University that the participation of and with bargaining unit faculty on the AI Taskforce does not constitute direct dealing, and that the Union agrees not to pursue any unfair labor practice charge related to any bargaining unit faculty member's past or current participation on the AI Taskforce. We will provide a Memorandum of Understanding with these representations for your signature.

Sincerely,



Jazmyn J. Barrow

JB:jb