European Trade Union
Committee for Education

Strategic union actions on AI and education

ETUCE handbook for education trade unions

2026 edition



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Committee for Education

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Foreword

Time to act: Why education unions must take the lead on AI

Artificial intelligence is rapidly affecting all aspects of education: from governance to teaching and learning, research, administration, curricula, assessment, data use and procurement.

These developments are not only technical. They raise fundamental questions about democratic control, public responsibility, educational sovereignty, curriculum integrity, the environmental costs of AI deployment, including energy, water and raw-material consumption, and the impact on learners and on the working conditions of education workers. For education workers, AI may have significant implications for professional autonomy, equity and inclusion, data protection, and intellectual property. It may also contribute to cognitive offloading and onloading, increased workload, the extensification and intensification of work, as well as deskilling and de-professionalisation among education staff. In higher education and research, further concerns include academic freedom and institutional autonomy, scientific integrity and the quality of research, the ownership and long-term accessibility of research data and outputs, and the growing influence of commercial providers over research priorities, infrastructure and knowledge.

At a time when most European countries are facing shortages of teachers and other education personnel, union leadership is essential to prevent governments, employers and education management authorities from using AI as a cheap, ill-conceived and short-sighted

substitute for adequate public investment, qualified staff, sufficient staffing levels and quality education. Unions also play a crucial role in holding education authorities and employers accountable for ensuring that the use of AI in education settings and contexts does not hinder, harm or set aside fundamental rights and democratic values, or deepen inequalities, but, instead, supports the holistic mission of education.

Education trade unions have an urgent responsibility to act now and to take the lead in shaping the education sector's technological transformation in a manner that protects education as a key element of the European social contract, that respects and preserves the holistic mission of education, and strengthens rather than undermines the relational core of learning anchored in the teacher-student relationship (Doucet, 2026). The starting point is not resistance to technological change, but the demand that any AI introduction is shaped democratically through social dialogue, trust in education workers' professionalism, and real collective involvement of education unions at every stage of the decision-making process.

The practical challenge is to build collective capacity and union power to act around AI: organising members around shared principles and demands, shaping policy and procurement through advocacy and alliances, and securing enforceable rights through social dialogue and collective bargaining. The next chapters will provide practical tools, ideas and reflections to help education unions turn this ambition into action.

The Steering Group of the project ''*Balancing AI in Education*'

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About this handbook

Objective

This ETUCE handbook aims to support education trade unions in responding to the rapid, although uneven, development of Artificial Intelligence (AI) across Europe's education systems by taking practical action through organising, advocacy, social dialogue and collective bargaining.

It translates ETUCE's established principles into practical strategies, questions, entry points and possible demands that unions can adapt to ETUCE member organisations' national, sectoral and workplace contexts.

The handbook is intended for education trade union leaders and officials working on policy, organising, professional matters, social dialogue and collective bargaining. It also provides a practical resource for regional and local union leaders, workplace representatives and shop stewards.

The work on this handbook did not start from scratch. Building on shared principles adopted through the ETUCE Policy Paper on the Impact of Artificial Intelligence-enabled Technologies on Education (2024), education trade unions across Europe established eight guiding principles as essential conditions for the responsible and effective use of AI in education:

- Education as a Fundamental Human Right;
- Respect for Democracy;
- Human-Centred Approach to Technologies;
- Empower and Not Replace Teachers;
- Needs-Based Technology Integration;
- Transparency and Accountability;
- Equity and Inclusion;
- Sustainability and Environmental Responsibility.

Building on these principles, the handbook is the result of two years of collective work through the *Balancing AI in Education* project. Its content draws on the project's research activities, conferences and capacity-building workshops, which provided the evidence, experiences and practical ideas underpinning the handbook.

The handbook was co-designed with the Balancing AI in Education Steering Group and the ETUCE Expert Group on AI and Education, with advice and contributions from researchers and experts from across Europe. It also incorporates lessons from the joint work with ETUI on the impact of AI on equity and inclusion as well as the AI in higher education and research, the *Your Turn 2* project and its research report Your *Turn 2: New Insights into Union Renewal* (2026), particularly on member engagement, organising and building collective union power.

The ambition is to move from broad commitments to a concrete toolbox of strategies, tools and resources that supports education trade unions in taking action on AI through organising, advocacy, social dialogue and collective bargaining.

This practical orientation also reflects the broader commitment, reaffirmed in the UNESCO Santiago Consensus (2025), a global commitment to establish permanent, inclusive and transparent mechanisms for social dialogue between governments and democratically elected representatives of teachers, including trade unions (UNESCO, 2025).

How to use the handbook

The handbook is not a one-size-fits-all rulebook: national and sectoral contexts differ, bargaining systems vary, and AI-related legal and policy frameworks are still evolving. Unions can therefore select and adapt their practical entry points, possible demands and examples to their own contexts.

The handbook is organised around three interconnected areas of union action:

1. **Building union power on AI**: engaging members, developing collective knowledge and strengthening union capacity.
2. **Advocacy and social dialogue**: influencing AI policy, governance, procurement and public debate.
3. **Collective bargaining**: translating union priorities into negotiable demands and enforceable safeguards.

The chapters are not chronological steps. Each section can be read as part of the handbook's overall approach or used independently as a stand-alone toolbox to respond to specific thematic questions, according to the union's priorities and national, sectoral or workplace context.

A living and collective resource

This handbook does not claim to provide final answers to every question raised by AI. It brings together the knowledge, experiences and practical approaches developed by education trade unions to date. As AI technologies, policies and workplace practices continue to evolve, the handbook is intended to remain a living document, enriched over time through updated knowledge and practical examples from ETUCE member organisations. The ETUCE expert group on AI and Education will regularly evaluate the need for revisions to the handbook, in light of AI-related developments and the collected feedback.

How can you contribute?

Share your feedback, examples or suggested amendments by completing this form or scanning the QR code below.

https://emea.dcv.ms/4icjPX5EyL

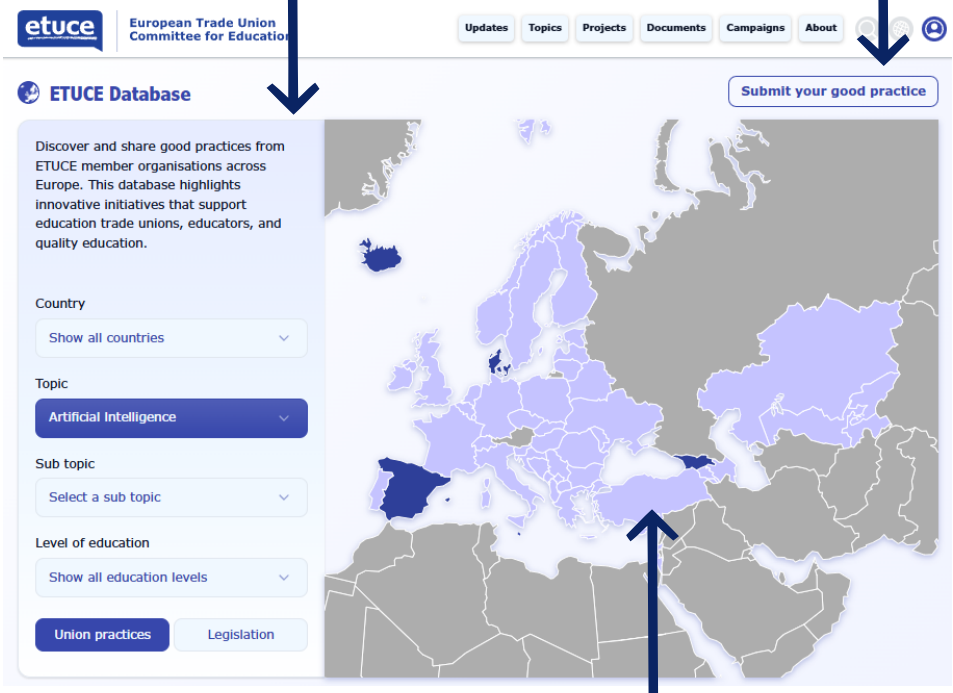
Use the handbook with the ETUCE Database on AI and Education

Explore. Learn. Contribute.

Explore:

- Education trade union practices
- Policies and regulations and guidance on AI in education
- Educator-led AI practices

Enrich the database, share your practice



Surf the map by country

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1

Building union power on AI

From individual experience to collective voice, strategy and action



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Artificial intelligence is not only a policy issue or a bargaining topic. It is also an organising and mobilising issue. AI is changing the conditions under which education workers teach, assess, research, collaborate, communicate and exercise professional autonomy and academic freedom. This raises important questions about the location of power within education systems: who defines problems to which AI is presented as a solution, who sets the agenda, who decides why, when and how AI tools are deployed and which tools are chosen, and whose interests are served?

From this perspective, education trade unions' work on artificial intelligence intersects directly with the broader work on trade union renewal developed through the *Your Turn 2* project. Technological change is neither neutral nor inevitable. It is shaped by competing interests and by the balance of power between governments, employers, technology companies, education workers and their unions.

The starting point for education trade union action is clear: **AI is a major change process** in education characterised by an unprecedented **speed.** This process must not be imposed on education workers as a finished product designed by governments, employers or technology companies. Unions need the capacity to negotiate, influence, co-design, and contest that change throughout the decision-making process, not only to respond to it afterwards. Education workers and their trade unions must, therefore, have the collective power to shape whether, why and how AI is introduced, from the definition of needs through design, procurement, implementation, review, and possible withdrawal.

Education workers have the professional knowledge about education, pedagogy, and learners' educational needs. However, there is a strong need for adequate continuous professional development for the use of AI in their work and to teach students to use it ethically and critically (OECD, 2025; EU Commission 2026). This requires going beyond the simple provision of operational training focused on how to use AI tools and providing **protected time and space** for education workers to develop **a critical understanding of AI.** Without this process, the real risk is that AI becomes normalised by default gradually washing over overburdened education workers, stretched by excessive workload and constant pressure to keep up.

Often education unions already have a certain level of expertise on AI across their membership. However, this remains fragmented across individual experiences and different workplaces. The crucial point for education unions is to combine the professional knowledge and experience on all aspects of education with expertise on AI to better understand its impact on education. Building union power on AI means turning members' experience, needs and concerns into collective voice, strategy and action.

It means building collective power, locally, nationally and internationally, to shape whether, why and how AI is introduced, from the definition of needs through design, implementation and review. This requires unions to understand where and how AI is used and where decision-making power lies; understand the realities, struggles and needs of their members in relation to AI; create the conditions for members to critically assess AI and, where necessary, turn potential frustration and hostility towards AI into collective action; challenge commercial hype and technological determinism; regain collective control over the pace and direction of AI change.

The following table identifies **practical entry points** for turning members' experiences of AI into collective voice, strategy and action.

Union power entry point	Practical ideas
Engage and organise members	Organise workplace discussions, listening exercises, surveys and short events that connect members' experiences of AI with working conditions and collective rights. Use these activities to identify shared concerns, involve new members, identify expertise within membership, and build sustained participation. Embed the understanding among union activists, members and non-members that "AI is a trade union issue".
Build workplace leadership	Identify and equip workplace representatives and trusted colleagues who can bring workers together, challenge the individualisation of AI decisions and turn individual concerns into collective action (Arienzo and Stevenson, 2026).
Develop independent union knowledge	Use existing union education structures and cooperation with universities, researchers and experts to strengthen members' critical understanding of AI and influence professional-development content, without making union action dependent on separate projects or additional funding.
Protect professional work and collective control	Raise members' awareness of how apparently voluntary AI use may alter workload expectations, transfer professional knowledge, standardise work or facilitate the substitution of qualified personnel. Define collectively what AI may support, what must remain under professional control and which uses are incompatible with quality education, workers' rights or professional standards.
Coordinate union structures and establish red lines	Bring together organising, bargaining, professional, legal, equality, data protection, research, communications and policy expertise to agree common priorities and red lines for AI use.
Turn concerns into demands and escalate to industrial action where necessary	Identify the responsible decision-maker, formulate a clear union demand and select the appropriate route for action. Where consultation or negotiation does not resolve harmful AI use, consider grievance procedures, legal or public action, collective bargaining and, where necessary, industrial action.

1.1 From fragmented labour and individualised risk to collective power

Governments, employers and tech companies present AI as a tool for individual education workers to save time in lesson preparation, student assessment, research work, administrative tasks and as a way to 'personalise' education for students.

This framing individualises technological change in two ways:

Fragmentation of labour: On the one hand, it fragments the labour process, reducing education workers to implementers of decisions embedded in technological systems while obscuring the collective implications of AI for staffing levels, working conditions, professional autonomy and the organisation of education. Intrinsic to this approach is also the assumption that AI will enable schools and higher education and research institutions to save money by substituting human labour for technology and thereby driving down operating cost.

Transfer of burden and liability: On the other hand, it places the burden of developing the necessary competences and the liability of managing AI risks on individual workers. Without adequate institutional support individual employees can be left to navigate complex technological changes on their own, with all the attendant risks this involves.

AI can enter education through different pathways. Ideally, they should be introduced through collective discussion and agreement, with concrete involvement of education workers and robust safeguards to protect workers' and learners' rights. In practice, however, AI is often introduced by a management decision, leaving education workers with limited influence. Another worrying dynamic is the growing—and too often ignored—reality of "Shadow AI": cases where education workers facing excessive workload pressures resort to using unvetted commercial AI tools through personal accounts. This can transfer serious legal risks relating to data protection, intellectual property and algorithmic bias directly onto individual workers.

In response to these dynamics, education trade unions must demand that authorities provide safe, publicly governed and legally compliant AI infrastructure and accept institutional responsibility for the systemic workload pressures that drive education workers towards these commercial tools.

Education trade unions know this strategy well. Research on union renewal shows that efforts to individualise the labour process are part of wider efforts to undermine the collective power of workers. The approach seeks to intensify worker-against-worker competition and weaken the solidarity that is the basis of collective organisation. It sits alongside broader actions by employers and governments to marginalise trade union influence and obstruct collective organising (Arienzo and Stevenson, 2026). AI must therefore be understood as a workplace issue, that combines both industrial and professional dimensions, around which education workers need to organise collectively. This focus on the workplace highlights the need to develop those union members capable of acting as "leaders" in their work environments. These workplace leaders serve as reference points for their co-workers, build connections across workplaces and consequently they build a sense of collective agency around AI-related issues (Arienzo et Stevenson, 2026). Their critical role is based on the recognition that union power rests ultimately on the organisation of workers in their workplace. It is at the workplace where workers experience the contradictions of AI's impact on their work, and it is from these experiences that the impulse for positive change emerges.

1.2 Avoid the AI hype, technological determinism and imposed speed

Trade unions should remain alert to the commercial hype surrounding AI technologies. UNESCO has cautioned against allowing the adoption of generative AI in education to be driven by "commercial hyperbole" (UNESCO, 2023). Claims about efficiency, productivity, personalised learning and improved educational outcomes are often made before there is sufficient credible and independent evidence of their actual benefits in educational settings. Where evidence is presented, trade unions should examine its source, funding, methodology and independence, as well as whether it assesses educational and professional impact in real education settings rather than relying on provider claims, technical benchmarks or short-term product trials.

Building union power to avoid the AI hype and imposed speed requires a change of union perspective: from responding to what is perceived as a problem today to defining a long-term plan for the next five to ten years instead of fighting each problem in isolation. The Your Turn 2 research defines this as ***educative leadership***: developing and communicating compelling narratives for change, critically educating workers to challenge the idea that AI adoption is inevitable, articulating alternatives, and building the knowledge and skills needed for collective action (Arienzo and Stevenson, 2026).

Unions must also challenge **technological or technocratic determinism** and the associated reductionist argument that AI adoption is inevitable and that education workers have no option but to adapt. Trade unions must reject this logic, challenge the speed at which AI is imposed and ensure that workers and their representatives shape decisions from the definition of needs through implementation and review. Building credible evidence in education takes time. Across Europe, there are many examples of educational reforms and technology-driven initiatives introduced with high expectations but later requiring substantial revision because their educational implications, implementation challenges or resource requirements had been underestimated.

Education trade unions must therefore be part of the decision-making process on AI from the outset.

The following table identifies practical ideas for union responses.

Strategic challenge	Concrete union action
Commercial hype and weak evidence	Require credible, independent evidence before approval or deployment. Examine who produced and funded it, where the system was tested and whether its effects on education quality, learning outcomes, equality, workload, professional autonomy and workers' rights were assessed.
Technological determinism	Reject the claim that AI adoption is inevitable. Require the educational or professional need to be defined collectively and assess whether non-digital, less intrusive, more equitable, sustainable or publicly controlled alternatives are available.
Imposed speed	Demand sufficient time for professional deliberation, risk and impact assessment, information, consultation and negotiation. Implementation should proceed only when education workers and their representatives have had a meaningful role in shaping the decision and the necessary safeguards are in place.
Late or limited union involvement	Secure union consultation and agreement from the definition of needs through design, procurement, piloting, implementation, monitoring, review and possible withdrawal. Consultation after key decisions have been made is not meaningful participation.
Reactive and fragmented responses	Develop a long-term union strategy for AI, including agreed principles, objectives and red lines. Require review and withdrawal where claimed benefits are not demonstrated or adverse effects cannot be prevented.

1.3 Map AI use and identify where power lies

AI in education affects teaching, learning, assessment, research, administration, communication and the management of education workers. These uses do not carry the same purposes, risks, implications, or power relationships.

Mapping AI use is a condition for effective union organising. Unions need to know where AI systems are already used or planned, who introduced them, what problem they are intended to address, which workers and learners they affect, what data they process, which decisions they influence and who retains control.

A useful first step is to map the main areas of use:

AI use in teaching and learning	AI use as management tool to organise, monitor and control education work
Preparing or adapting lesson material.	Allocating tasks, timetables, or workload.
Supporting teaching and learning.	Monitoring activity, behaviour or attendance.
Administrative work.	Generating productivity or performance indicators impacting career progression.
Assessment and feedback to students.	Evaluating or ranking education workers.
Conducting research.	Recommending managerial, disciplinary or employment decisions.
Continuous professional development and education.	Pre-appointment screening or shortlisting applicants.
Communication with students.	Influencing professional judgement through automated recommendations.



Union check
look beyond who operates the tool.



Important
the classification in the table does not mean that a use is necessarily appropriate or beneficial. All AI use must still be assessed against educational and professional need, workers' rights, working conditions, and collectively agreed safeguards. (see more about these issues in chapter 3 on collective bargaining).

Before accepting or approving an AI system, unions should establish:

- **Purpose**: What educational or professional need is the system intended to address, and who defined it?
- **Control**: Who selected, configured and controls the system? Can education workers adapt, reject or suspend its use?
- **Impact on work**: Does it affect workload, staffing, professional autonomy, task allocation, monitoring or evaluation?
- **Data and professional knowledge**: What data, teaching materials, research outputs or professional knowledge does it collect, process or reuse?
- **Risk of purpose drift**: Could the system later be expanded, connected to other platforms or used for monitoring, workload allocation, performance management or other purposes that were not originally agreed?



Red flag
Systems used to organise, allocate, monitor, evaluate or control work may constitute algorithmic management (Biström and Mollwing, 2026). Any significant change in a system's purpose or functionality should trigger renewed information, consultation, risk assessment and, where relevant, collective agreement.

1.4 Pedagogy, curricula and professional standards

Although many unions are aware of the impacts of AI in education, taking the lead through union actions is more complex. Findings from the ETUCE survey on AI and Education show limited union action to actively shape AI policies and national legislations on AI and education. Where unions are involved, their role is often consultative rather than leading (Albrechtsen and Jensen, 2026a). Meanwhile, union action remains more oriented towards training, information and guidance than towards collective bargaining (Albrechtsen and Jensen, 2026b).

This gap reflects the complexity of developing common AI-related priorities among members. It also intersects with the realities of union work where a lack of time and dedicated resources can lead to a reactive approach to pressing issues, without leaving time to develop long-term plans.

This is precisely why professional issues related to pedagogy, curricula, assessment, professional standards and ethical principles can be strong entry points for building union engagement around AI, strengthening union advocacy on AI and, eventually, pave the way to collective negotiations with education employers.

The strength of professional issues lies in their ability to connect AI directly to the practical questions and concerns that educators have on the ground: What happens to learning when students rely on generative AI? Does AI support understanding or encourage cognitive offloading? How can assessment remain meaningful? Who decides what belongs in the curriculum? How can the professional autonomy of teachers and the academic freedom of academics and researchers be protected?

These questions are not secondary to trade union work or to the impact of AI on workers' rights. They go to the heart of what education workers do, the standards they defend as a profession and the responsibility they carry for the quality of education. That is why the impact of AI in education is always a potential trade union issue. Members may not always see it as such, and where this is the case unions will need to work with members to help them understand how the union is key to ensuring all aspects of their work are protected.

The key for education unions is therefore to organise around these professional concerns, turn members' experiences into shared priorities and take those priorities to employers and public authorities. The objective is not to force every professional discussion immediately into formal bargaining. It is to build the knowledge, member involvement and collective mandate needed to open dialogue and, where decisions affect education work and working conditions, move towards negotiation and collective agreements.

The following sequence can guide this work:

professional issues → member engagement and knowledge →organising and critical education → advocacy and social dialogue → collective bargaining.

The following table provides practical ideas for turning this strategic approach into union action:

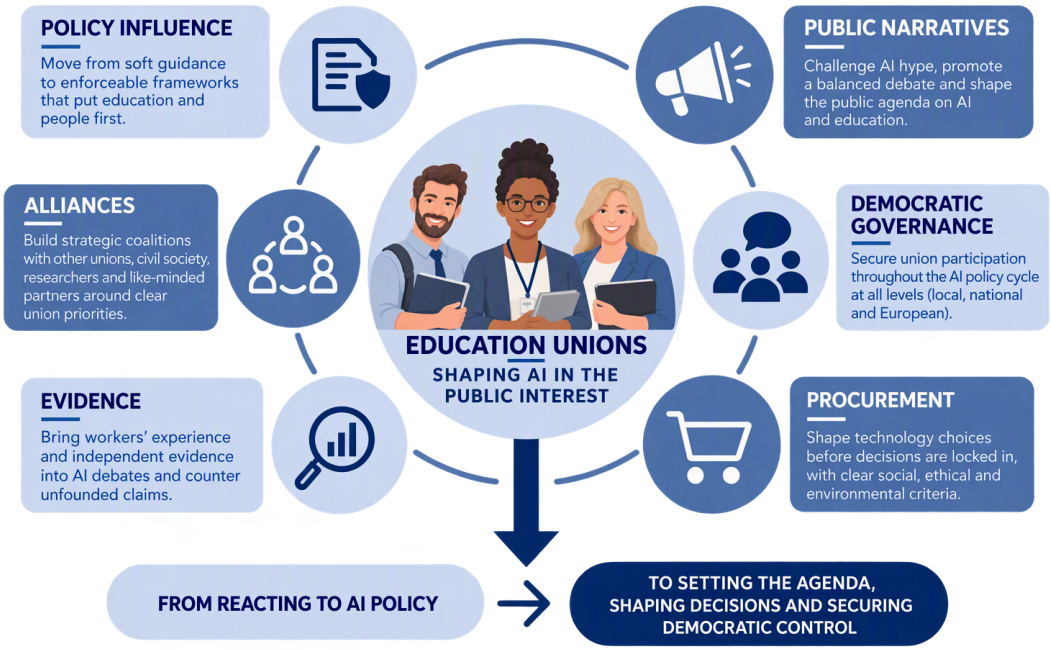
Step	Practical union action
1. Start from professional issues	Identify members' concerns about pedagogy, curricula, assessment, academic integrity and professional judgement.
2. Engage members and build independent knowledge	Organise workplace discussions, professional networks and short workshops. Collect examples of how AI affects education work and learners (e.g., through surveys, union-led workshops and thematic debates). Combine members' experience with independent research and cooperation with academics. Examine what AI is doing to learning, assessment and professional practice in real education settings.
3. Organise and develop political understanding	Turn different experiences into shared principles, priorities and red lines. Be clear about what AI may support, what must remain under professional control and which uses the union will oppose.

Step	Practical union action
4. Keep members involved throughout	Bring members along throughout the process: • Set out a clear and transparent roadmap. • Explain how members can contribute through the union, • create meaningful opportunities for them to shape priorities and actions. • Communicate regularly and honestly through workplace representatives, meetings, newsletters or short video updates, including about progress, difficulties and next steps. • Show clearly how members' professional experience and input are shaping the union's position.
5. Advocate and become a trusted policy partner	Bring practising education workers and union evidence into curriculum reviews, assessment reform and teaching-standard discussions. Present concrete union proposals and policy principles rather than only responding to existing plans.
6. Demand structured social dialogue	Seek formal union representation in the bodies developing curricula, assessment policy, professional standards and AI guidance.
7. Move towards collective bargaining	Translate professional concerns into demands on workload, staffing, professional autonomy, academic freedom, training, data protection and protection against deskilling or substitution.

2

Union advocacy on AI

From reactive consultation to shaping the agenda



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Advocacy by education trade unions encompasses influencing public policy, legislation, strategies and decisions on AI in education beyond formal bargaining. In practice, advocacy, social dialogue and collective bargaining often overlap: guidelines may be negotiated through social dialogue, campaigns may secure a seat at the table, and advocacy demands may later become collective agreement clauses.

Interim ETUCE findings of the research study "Balancing AI in Education" indicate that education trade union involvement in AI policy remains **uneven and predominantly reactive**. Among respondents reporting union involvement, consultation was the most frequent form of engagement, while unions rarely initiated policy development or participated in implementation or monitoring. Reported involvement also focused mainly on non-binding guidance and programme frameworks rather than binding or enforceable instruments (Albrechtsen and Jensen, 2026a).

The strategic challenge for education trade unions is therefore to move from late, and often tokenistic, consultation to being involved in the full policy cycle, through concrete social dialogue, including collective bargaining.

2.1 Strengthen education unions' policy influence: from soft governance to enforceable frameworks

National and regional AI policies can shape assessment, data use, working conditions and responsibility for risks. Findings from the ETUCE survey on AI in education indicate that non-binding guidance and programme frameworks dominate among the AI policies in which respondents reported union involvement. Guidelines can therefore provide an important entry point, but participation in soft governance should not be mistaken for effective influence over binding rules, implementation, resources or enforcement (Albrechtsen and Jensen, 2026a).

Education trade unions should therefore seek early, formal involvement in their design so that policies are coherent, enforceable and grounded in public responsibility, workers' rights, professional autonomy, equality, inclusion, data protection and adequate resources.

Identified issue	Union action	Outcome to secure in the framework
Late and mainly reactive consultation	**Demand a formal role before drafting begins**. Request the timetable, mandate, responsible authority and drafting structure; nominate union representatives; gather members' priorities; and submit written union principles and red lines before the first draft is prepared.	A written participation process covering needs assessment, drafting, piloting, implementation and review, with sufficient time and information for the union to consult members and submit proposals.
Guidance is voluntary, fragmented or without clear accountability	**Test every proposed provision for enforceability**. Identify who must act, by when, with what resources, and what happens when the provision is ignored. Where non-binding guidance is unavoidable, demand its incorporation into administrative rules, workplace procedures, procurement conditions or collective agreements.	Named responsibilities for governments, education authorities, employers and providers; implementation deadlines; dedicated resources; reporting duties; complaints and redress mechanisms; and a route to enforceable workplace rights.
The proposed framework starts from available AI tool vs educational needs	**Require a needs-and-alternatives assessment before agreeing on any AI introduction**. Define the educational or professional needs with members; require consideration of non-AI, less intrusive, more sustainable and publicly controlled options; and scrutinise the evidence base and provider influence.	A needs-based authorisation test requiring a defined educational or professional purpose, evidence of necessity and proportionality, consideration of alternatives, and transparent disclosure of providers and commercial interests.

Identified issue	Union action	Outcome to secure in the framework
Claims of benefits are unsupported or overlook impacts on work	**Require independent evidence and documented impact assessment before wider deployment with union involvement**. Test claims about workload, productivity and educational benefit against experience in real education settings; include the time required for training, checking, correction, supervision and troubleshooting; and use pilots only under agreed conditions.	Assessment criteria agreed upon with unions and baseline data; union access to findings; a workload and rights impact assessment; time-limited pilots; agreed success and failure criteria; and no wider deployment unless benefits are demonstrated and risks addressed.
Professional questions are treated as technical implementation details	**Translate professional concerns into explicit policy requirements**. Bring teachers, academics, researchers, administrative staff and education support personnel into drafting; identify decisions that must remain under professional authority; and challenge provisions that standardise teaching, research or assessment through AI.	Protection of professional autonomy and academic freedom; protection of teacher-student relationship; education workers in the lead; no substitution of qualified personnel; no AI-based evaluation or performance management; and meaningful human responsibility for decisions affecting workers and learners.
The framework places duties on individual workers without corresponding employer support	**Identify every new obligation created for education workers and negotiate the resources necessary to fulfil it**. Reject provisions that make workers individually responsible for training, data protection, output verification, system failure or harm arising from institutionally selected systems.	Professional development during working time; workload adjustments; staffing and technical support; clearly assigned institutional and provider responsibility; and protection from liability for systems workers did not select, procure or control.

Identified issue	Union action	Outcome to secure in the framework
The policy is adopted but implementation is not monitored	**Secure a permanent union role after adoption**. Require an inventory of systems in use, periodic member feedback, access to implementation information, scheduled joint reviews and the ability to raise incidents or non-compliance.	A union-accessible register of systems and pilots; regular reporting on use and impact; review dates; channels for complaints and worker feedback; and union representation in the body monitoring implementation.
Systems continue or expand despite failure, harm or a changed purpose	**Negotiate an effective review and stop mechanism**. Define in advance which changes, incidents or failures trigger reassessment; require renewed consultation where functionality, data use or purpose changes; and demand collective action where safeguards are breached.	Procedures to modify, pause or withdraw systems; renewed assessment and consultation for purpose drift or new functionality; continuity arrangements; and no automatic transition from pilot or temporary use to permanent use.

2.2 Democratic AI governance: from late consultation to full-cycle participation

The use of AI in education must be governed through recognised structures involving education workers and their representatives before tools are introduced and throughout their life cycle. Unions may call for dedicated AI governance committees, digital rights bodies or social dialogue structures at all levels (e.g., in the workplace, sectoral, regional, national, European and international. These structures should be able to assess pedagogical value, rights risks, proportionality, procurement choices, implementation effects and the need to suspend or withdraw tools whose risks are not properly addressed. This can draw on the logic of occupational health and safety: workers and their representatives should participate in identifying, preventing and reviewing risks, rather than being asked to adapt after decisions have already been made.

Governance gap	Union action	Outcome to secure
No recognised structure for AI governance	Identify the existing social dialogue, work council, occupational health and safety or data-protection body that should oversee AI. Where none is suitable, demand a dedicated AI or digital-rights committee.	A formally recognised structure with a clear mandate, regular meetings and links to relevant social dialogue and bargaining bodies.
Education workers are represented too narrowly or not at all	Demand representation of trade unions and the categories of education workers affected by AI-related decisions.	Permanent union representation, sufficient time and resources for representatives, and access to independent expertise where necessary.
Governance covers new systems but ignores AI already in use	Require an inventory and retrospective review of existing AI systems, pilots and AI-enabled functions added to established platforms.	A union-accessible register and a time-bound review of systems introduced. No introduction of AI systems without prior collective scrutiny.
Governance bodies lack information or follow-up powers	Require timely access to information and formal responses to union recommendations.	Access to relevant system, provider and impact information; recorded decisions; review dates; and a duty on the responsible authority to respond to recommendations for corrective action.

2.3 Procurement and public-interest digital infrastructure

Decisions about AI often enter education through procurement, pilots, vendor partnerships or platforms long before they are discussed as policy or bargaining issues. Union representatives have identified EdTech lobbying and wider technology-industry pressure as barriers to proactive union influence (Albrechtsen and Jensen, 2026a).

These procurement choices also raise questions of educational sovereignty and curriculum integrity. Europe's education systems rely heavily on non-European commercial providers for digital services and AI systems, creating dependencies that put pedagogical autonomy and democratic control by European education authorities at risk (ETUCE, 2026). At the same time, pressure on curricula is growing, not only to develop learners' critical understanding of AI and its societal impact, but also to make the use of AI tools part of the curriculum. Education trade unions must therefore ensure that curricular priorities are shaped by public authorities and the profession, not by private technology companies and multinational organisations (ETUCE, 2025).

This section therefore focuses on procurement as a matter of public policy and democratic steering, rather than on the detailed life-cycle bargaining questions, which are addressed later under Chapter 3 "Collective bargaining on AI".

The following table sets out practical principles that unions can use to influence procurement on AI and education.

Procurement principle	Advocacy focus
Public-interest test	Assess whether the tool serves quality public education and educational needs, rather than vendor-driven innovation. Procurement should not proceed without an adequate risk and impact assessment (see Chapter 3.4)
Dependency test	Examine whether the tool increases long-term dependence on one provider, platform, proprietary model or closed infrastructure.
Public digital infrastructure	Require that public, interoperable, sovereign, open-source or non-commercial alternatives are considered where appropriate.
Contractual transparency	Make provider claims, total costs, data arrangements, audit possibilities and exit conditions open to public and union scrutiny.
Democratic procurement	Ensure that education workers' representatives are involved before procurement choices lock in key decisions.
Protection against AI purpose drift	Contracts and procurement processes should define the agreed educational or professional purpose of the AI system and prevent later expansion of its use without renewed scrutiny. Any change in functionality, integration with other systems, provider updates, or reuse of outputs and data should require transparency, risk assessment and consultation with education workers' representatives.

2.4 Producing evidence on AI in education

Education trade unions need evidence to support advocacy and social dialogue, but they also have a role in shaping what counts as evidence. Much AI debate is driven by vendors, technical benchmarks or assumptions about efficiency.

Since AI is evolving quickly and long-term impact evidence is still limited, uncertainty should justify a **precautionary approach** rather than passive waiting (UNESCO, 2022). Education trade unions can play a crucial role in producing evidence often missing from technical evaluations and short-term trials: members' professional experience and the actual effects of AI on education work and learners. Through the collective power of their membership, education unions can document real benefits and limits, workload effects, impacts on education support personnel and administrative staff, professional autonomy, equality, inclusion, student wellbeing, socialisation, critical thinking, data protection, intellectual property and environmental sustainability.

Evidence method	How unions can use it
Member surveys and workplace mapping	Identify where AI tools are already used, how workers experience them, and which concerns should become advocacy or bargaining priorities.
Case studies and incident documentation	Collect concrete examples of errors, harms, workload effects, equality concerns, data risks, pedagogical limits and useful practices.
Independent research cooperation	Work with researchers to assess AI in real education settings and avoid relying only on vendor evidence or technical benchmarks.
European and international exchange	Share national guidelines, union surveys, collective agreements, checklists, policy positions and examples by contributing to the ETUCE Database of union national practices on AI and through the EI AI and Technology Network.

2.5 Influencing public narratives

AI debates are shaped not only through policy and social dialogue, but also through the press, social media and wider public debate. Unchallenged narratives already present AI as cost-effective, inevitable, neutral or automatically beneficial for the profession and quality of education. If unions enter these spaces too late, these narratives may define the terms of the debate and determine decisions around AI. Public communication is therefore part of union advocacy: it enables unions to challenge unsupported claims, bring members' experience into public debate and advance their own vision of when, why and under what conditions AI should serve education.

This work is increasingly important as generative AI, synthetic media and social-media algorithms make misinformation and deliberate disinformation easier to produce and circulate. Unions can respond by communicating clear, accessible and evidence-based information, strengthening media and information literacy and building trusted public voices (UNESCO, 2024; European Commission, 2026). Responses to disinformation should protect freedom of expression while strengthening critical awareness, resilience and long-term trust (Council of Europe, 2026d).

Some practical steps:

Monitor → define → communicate → enter public spaces → pre-bunk → verify and correct → build trust

The table below provides practical examples of how unions can put this sequence into action.

Step	Practical union action
1. Monitor public narratives	Track how AI is presented in policy debates, provider communications, traditional media and social media. Identify unsupported promises, misleading claims and issues absent from public discussion.
2. Define the union narrative	Agree clear messages grounded in members' experience and union priorities. Explain when, why and under what conditions AI should serve education.
3. Make AI accessible	Turn union research and members' experiences into clear and accessible messages. Use compelling survey findings, evidence from the field and stories from teachers and other education workers to show what AI means in practice. Communicate these through short articles, videos, graphics, workplace examples, union websites, newsletters and social-media channels.
4. "Invade" public spaces	Build regular contact with journalists and participate in public events, policy forums, parliamentary discussions and online debates. Prepare press contacts, spokespersons and short key messages on AI. Contribute through interviews, opinion pieces, press releases and rapid responses to policy announcements or misleading claims.
5. Use pre-bunking	Use **pre-bunking** to help audiences recognise misleading content before encountering it (European Commission, 2026). For example: • Identify recurring claims, such as "AI inevitably reduces teachers' workload," "AI adoption is unavoidable," "AI can solve staff shortages," or "unions oppose innovation." • Explain briefly what the evidence shows and where it remains limited. • Flag false experts, emotional language, fabricated quotations, manipulated content and unsourced statistics. • Ask: Who produced this? What evidence supports it? Is the source independent? Was the evidence gathered in a real education setting? • Equip representatives with facts and key messages before public debates, policy announcements or media campaigns. • Use briefings, social-media cards, videos and workplace discussions to prepare members.

Step	Practical union action
6. Verify and correct	Check authorship, sources, evidence and context. Consider whether images, audio, quotations or statistics may have been generated or manipulated. Correct false claims without unnecessarily amplifying them (UNESCO, 2024).
7. Build trusted union voices	Prepare union representatives and practising education workers to communicate publicly from professional and workplace experience. Cooperate with journalists, researchers and factcheckers where useful, while protecting freedom of expression and supporting long-term trust (Council of Europe, 2026).

2.6 Stakeholder engagement and alliances

Unions do not need to act alone to shape AI in education. Effective advocacy requires unions to identify who makes and influences decisions, who must be held accountable and which actors can support union demands. Alliances with students, parents, researchers, civil society organisations, equality bodies, data protection experts, disability organisations and public-interest technology actors can strengthen advocacy, broaden the evidence base and increase public pressure for democratic governance. At the same time, stakeholder engagement should not dilute the central role of education workers and education trade unions in decisions affecting education work.

Strategic alliances are most effective when they are linked to clear union priorities: protecting quality public education, workers' rights, learners' rights, democratic control and public-interest digital infrastructure.

Alliances can strengthen unions' capacity to set the public agenda and advance a shared vision of technological change grounded in trade union values, while dismantling attempts to dismiss the role of unions with the specious argument that they oppose innovation.

The following sequence can guide this work:

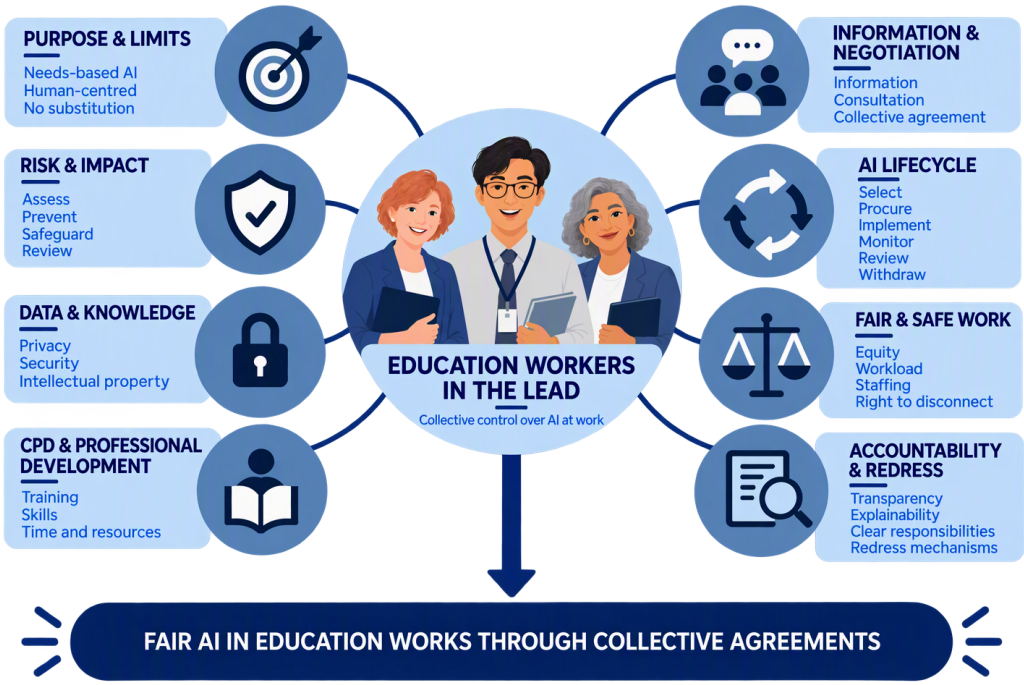
map power → identify advocacy targets → identify allies → define the union objective → build the alliance → act and review.

Step	Practical union action
1. Power/ stakeholder mapping	Guiding questions: • Who controls funding, procurement or implementation?; • Who holds informal or commercial influence? • Who is affected but excluded? • Who is accountable if harm occurs? • Which actors share the union's objectives? • What evidence, legitimacy or leverage could an alliance provide? • Could the alliance weaken the union's independence or representative role?
2. Identify advocacy targets	Determine which government, authority, employer, institution or provider can meet the union demand and must be held accountable.
3. Identify potential allies	Map actors that share the union's objectives and can contribute evidence, expertise, public legitimacy or political pressure.
4. Define the union objective	Agree the specific outcome the alliance should advance, such as stronger safeguards, public investment, professional control or public-interest infrastructure.
5. Build the alliance	Agree common messages and actions while protecting the union's priorities, independence and representative role.
6. Act and review	Coordinate research, policy proposals, public communication or political engagement. Review whether the alliance is advancing the agreed objective.

3

Collective bargaining on AI systems

From principles to enforceable safeguards



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In many countries, AI has not yet fully entered formal collective bargaining, even where education unions are already engaging with employers and public authorities on a variety of AI-related issues such as guidelines, principles, risk prevention, professional autonomy, data protection or the ethical use of digital tools. This creates both a challenge and an opportunity. If, on the one hand, employers may try to treat AI as a technical, managerial or procurement matter, on the other hand, education trade unions can define AI as a legitimate bargaining issue before its use becomes normalised without collectively agreed safeguards.

This chapter does not propose a universal model agreement. Bargaining systems, labour law, education governance and the scope of collective bargaining differ across Europe and across education sectors. Instead, it brings together practical ideas, principles, and possible bargaining language that unions may adapt to their own context. Depending on the specific constituency, these issues may be negotiated through collective agreements, sectoral agreements, workplace arrangements, social dialogue bodies, occupational health and safety mechanisms, or consultation procedures.

Unions do not need to start from scratch. They can draw on existing legal rights and employer obligations, established social dialogue structures and workers' rights already secured through collective agreements. Relevant legal hooks may include national labour law, information and consultation rights, occupational health and safety structures, data protection law, equality law, the European-level agreement and national legislation on telework and the right to disconnect, the EU AI Act obligations on high-risk systems, and the Council of Europe Framework Convention on Artificial Intelligence, and Human rights, Democracy and Rule of Law. Existing collective agreements may also already protect working time, workload, staffing, professional autonomy, health and safety, training, data use, monitoring and the right to disconnect. Many of these rights and protections can already apply to the effects of AI on work, even where legislation does not explicitly refer to AI and bargaining practice has not yet caught up. Unions can use them to open negotiations, extend existing protections to AI-related situations and secure more specific safeguards where necessary.

3.1 Definitions and scope of AI systems

Any agreement or negotiated framework may clarify what is meant by 'AI systems' in the specific context of the education sector, institution or workplace. There is not yet a single, universally accepted definition of what an artificial intelligence system is. In the European Union (EU), the definition of the **EU AI Act**, **Article 3**, has become the most widely used reference point. However, this definition applies only within the EU context and may be too narrow for some bargaining contexts. In these cases, the AI definition should be broad enough to cover current and emerging systems, but concrete enough to be operational for workers, unions and employers.

The following **definitions** can be used as reference points when drafting collective agreement clauses:

- **Council of Europe Framework Convention on Artificial Intelligence, Article 2**, " 'artificial intelligence system' means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that may influence physical or virtual environments. Different artificial intelligence systems vary in their levels of autonomy and adaptiveness after deployment". This Convention was signed by all countries where ETUCE has member organisations, with the exception of Azerbaijan, Serbia and Turkey. However, the treaty requires at least 5 ratifications to officially enter into force. So far, the European Union is the only entity that has completed its ratification process. Education trade unions can therefore play an important advocacy role in supporting national signature and ratification.
- **EU AI Act, Article 3**: " 'AI system' means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments".
- **ETUCE Research Report 'Balancing AI in Education'**: "Software and applications that use machine learning, natural language processing or automation. In educational settings, AI-based tools and systems are developed and used for a wide range of purposes, including adapting

> learning content to students' needs, providing feedback and automated assessments, supporting language learning and translation, and generating personalised recommendations based on learning analytics. Other applications include assistive technologies for students with disabilities, the generation and processing of educational content such as quizzes and lesson plans, and the automation of administrative tasks". (Jensen and Albrechtsen, 2026b)

A collective agreement can also define related terms, including education workers and employers. Education workers should be understood broadly, including teachers, academics, researchers, administrative staff and education support personnel. Employers may include ministries, regional or local authorities, education institutions, public bodies or private entities, depending on the national system.



Important

The scope of any agreement should also cover AI functions added to existing digital tools or platforms after their initial introduction. These may be understood as new or substantially modified AI-enabled functionalities introduced through software updates, integrations, plug-ins, add-ons or provider-activated features. A system should not fall outside consultation or bargaining requirements simply because AI capabilities are introduced through changes to a tool that was already approved, procured or in use.

3.2 Purpose and limits of AI use

Purpose

A collective bargaining toolbox can begin by asking simple questions:

- What educational or professional purpose is an AI system supposed to serve?
- Is the introduction of the AI system really necessary, and are there other ways to achieve the same purpose without AI, or with less intrusive, more sustainable and more equitable means?

The starting point is clear:

AI in education should serve the purpose of education as a public good and human right. The human-rights purpose of education should therefore act as a safeguard and boundary for any AI use. AI systems should serve, and must not undermine or cross, the core aims and relational nature of education, including learners' full development, dignity, equality, inclusion, democratic participation, critical thinking and respect for human rights and fundamental freedoms.

Core bargaining principles on the purpose and limits of AI systems in education

- ✗ The implementation of AI systems in education **must not replace or substitute** teachers, academics, researchers, administrative staff, education support personnel or other education workers.
- ✗ **Temporary or emergency AI solutions** should **not** become **permanent by default**: any short-term use must be time-limited, justified, reviewed with education workers' representatives, and withdrawn unless it continues to meet an agreed educational or professional need.
- ✓ AI use in education must follow a **human-centred approach** in which education and research workers are not merely "in the loop", but **in the lead**. They must retain their professionalism, their professional autonomy, academic freedom, pedagogical judgement, and meaningful authority over decisions affecting teaching, learning, research, assessment and education work.

- ✗ The introduction or use of AI must not lead to a deterioration of working conditions, including increased workload, amplified work intensity and pressure, deterioration of occupational mental health and well-being at work, reduced staffing, deskilling, de-professionalisation, reduction of professional autonomy and academic freedom, or the transfer of employers' responsibilities onto education workers.
- ✓ Any proposed use of AI should also be assessed in relation to its environmental cost and its impact on equality and inclusion.

Legal foundations for defining the purpose and limits to the use of AI systems in education

- **Universal Declaration of Human Rights, Article 26(2)**: establishes that education must promote the full development of the human personality, respect for human rights and fundamental freedoms, and understanding and tolerance. Article 26 is the Declaration's right-to-education provision.
- **International Covenant on Economic, Social and Cultural Rights, Article 13(1)**: provides that education should be directed towards the full development of the human personality and sense of dignity, strengthen respect for human rights and fundamental freedoms, and enable effective participation in a free society.
- **UN Convention on the Rights of the Child, Article 29(1)**: defines the aims of education broadly, including the development of the child's personality, talents and abilities; respect for human rights; preparation for responsible life in a free society; and respect for the natural environment. The UN Committee on the Rights of the Child describes this provision as adding a qualitative, child-centred and empowering dimension to the right to education.
- **UNESCO Convention against Discrimination in Education, Article 5(1)(a)**: connects education to the full development of the human personality, respect for human rights and fundamental freedoms, and the promotion of understanding and tolerance. It is a legally binding international instrument specifically dedicated to the right to education.
- **UN Convention on the Rights of Persons with Disabilities, Article 24**: requires an inclusive education system at all levels, without discrimination and on the basis of equal opportunity, directed towards the development of human potential, dignity and effective participation in society

Other important grounds of protection and possible bargaining language

- **Needs-based introduction**

  AI systems may be considered only where they respond to a clearly identified educational or professional need, defined with education workers and their representatives, and where alternatives, including non-digital, less intrusive, more equitable and more environmentally sustainable alternatives, have been considered. (ETUCE, 2024; EI, 2024a)



Important
Shortcomings in administrative capacity, research support, classroom assistance or learner support should not automatically be treated as a justification for automation.

- **"As much as needed, as little as possible" principle**

  AI use should be limited to what is necessary and proportionate for the agreed educational or professional purpose. Where the same purpose can be achieved through less intrusive, non-digital, more equitable or more environmentally sustainable options, those alternatives should be preferred. (ETUCE, 2024; EI, 2024a)

- **Protection of education work**

  AI systems may support education workers, but must not be used to replace teachers, academics, researchers, administrative staff or education support personnel, reduce staffing or weaken the human, relational and social dimensions of education (ETUCE, 2024; EI, 2024b).

  Examples: Replacing teachers' professional feedback with automated feedback or formative assessment, research support with automated processing, or student and administrative services with systems that remove a meaningful human role.

- **Professional autonomy and the human in the lead**

  Education workers should retain professional autonomy to decide whether, when and how AI systems are appropriate in their pedagogical, research, administrative or support work. AI outputs should remain subject to professional judgement and must not become de facto instructions or decisions (ETUCE, 2024; EI, 2024b).

  Examples: Teachers retain authority over pedagogy and assessment; academics and researchers over teaching and research choices; administrative staff over professional decisions affecting services and records; and education support personnel over support provided to learners.

- **Continuous professional development about AI as a precondition**

  AI systems should not be introduced unless all affected education workers have access to adequate, critical, practical and role-relevant continuous professional development during working time, with appropriate support and workload adjustments.

  Provision should reflect different professional needs, including pedagogical and subject-related use for teachers, research integrity and academic freedom for academics and researchers, data governance for administrative staff, and accessibility and learner support for education support personnel.

  Continuous professional development must complement, not replace, regulation, employer responsibility, risk prevention and collectively agreed safeguards.

  (See more in Section 3.14 on continuous professional development about AI and AI literacy).

3.3 Information, consultation and social dialogue structures

Information, consultation, engagement and negotiation rights are key entry points for bargaining on AI. Existing collective bargaining rights provide important entry points for union action on AI. Depending on the national system and the issue at stake, these rights may arise from legislation, collective agreements, works-council arrangements, occupational health and safety structures or established social dialogue procedures.

Before an AI-based system is piloted, procured, introduced, significantly modified or withdrawn, **unions should receive clear and accessible information on**:

- the objectives of the system and the educational or professional need it is expected to address;
- the provider and any subcontractors involved;
- the data used, generated, inferred, stored or transferred;
- the categories of workers and learners affected;
- the tasks, decisions or services that the system may support, alter or replace;
- the expected effects on work organisation, workload, staffing, professional autonomy, academic freedom, equality, health and safety, and education quality;
- the environmental impacts and resource requirements;
- the risk and impact assessments undertaken;
- the safeguards, monitoring arrangements and review mechanisms in place; and
- the contractual arrangements governing system modification, provider updates, data use and withdrawal.



Important
The information required should reflect the workers and work concerned.

Examples: information on AI-supported assessment for teachers; research analytics or automated research tools for academics and researchers; automated admissions, scheduling or records management for administrative staff; and AI-enabled accessibility, counselling or learner-support systems for education support personnel.

Existing and dedicated social dialogue structures

Unions should first identify which existing social dialogue structures can have the mandate to address AI-related changes. Depending on the national context, AI may be addressed **through workplace or staff committees**; works councils at institutional, local, regional or national level; occupational health and safety committees; digitalisation or data-protection committees; sectoral bargaining structures; professional or academic governance bodies; or national social dialogue.

Where no appropriate structure exists, unions may propose a **dedicated digital rights committee or AI and education committee**, with trade union and management representatives and, where relevant, representation from students and parents.



Important

Any dedicated body should complement, rather than replace or bypass, recognised trade union, collective bargaining, works-council and health and safety structures. It should have a clear mandate, access to the necessary information and expertise, sufficient time and resources for worker representatives, and the ability to make recommendations before decisions are taken.

From information to negotiation and agreement

Information alone does not constitute meaningful consultation, and consultation should not begin only after procurement or implementation decisions have effectively been taken. Workers' representatives must have sufficient time, information and capacity to examine the proposal, consult affected workers, obtain independent advice and formulate alternatives.

Essential bargaining principles:

Whenever the deployment, piloting, significant modification or withdrawal of an AI system may affect working conditions, the organisation, content or execution of education work, or the rights of education and research workers, and the right to education, it must be subject to prior collective agreement with workers' representatives before implementation.

Collective agreements can require employers to maintain an accessible and regularly updated register of all AI systems used in the institution, including AI-enabled upgrades to existing tools. The register should identify each system's provider, purpose, affected workers and learners, data use, decision-making role, implementation date, risk classification and review status.

Existing statutory consultation rights do not necessarily provide a general right of union approval. Collective bargaining should therefore be used to strengthen these minimum rights by defining which AI-related decisions require agreement, what information must be disclosed, how early unions must be involved, and what happens where agreement is not reached.

Relevant legal and policy instruments

The instruments below provide different kinds of support. Their applicability depends on national law, ratification, implementation, the employer and the type of AI system concerned. Unions should always combine them with the most favourable national legislation, collective agreements and sectoral arrangements.

A. European Union legal hooks

Instrument	Relevant provision	How to use it practically
Treaty on the Functioning of the European Union	Articles 153–155: provide the EU basis for action on working conditions, worker information and consultation, and European social-partner consultation and agreements.	Use primarily to support **EU-level sectoral social dialogue and social-partner agreements on AI**. These provisions do not themselves create workplace-level consultation rights, so unions should combine them with EU directives, national law and collective agreements.
EU Charter of Fundamental Rights	Article 27: workers and their representatives must receive information and consultation in good time, under EU and national law and practice.	Use as a **fundamental-rights foundation** when arguing that unions must be involved before AI decisions become irreversible. Connect it to the specific rights provided by Directive 2002/14/EC, national legislation and collective agreements.

Instrument	Relevant provision	How to use it practically
Directive 2002/14/EC, Articles 3 and 4	Articles 3 and 4: provide for information and consultation, including on decisions likely to lead to substantial changes in work organisation or contractual relations. Application depends on national implementation and applicable thresholds.	Use it when AI is expected to **substantially change staffing, roles, contractual relations or work organisation**. For example, an AI timetabling system may change teachers' schedules, academics' teaching allocation, administrative staff tasks and the deployment of education support personnel. Demand information early enough to examine the proposal, consult affected workers and concretely negotiate solutions.
Artificial Intelligence Act, Regulation (EU) 2024/1689	Article 26 and Annex III: require employers deploying covered high-risk AI systems in the workplace to inform workers' representatives and affected workers before use; Annex III identifies relevant high-risk uses in education and employment.	Use the information obligation to open consultation and negotiation **before deployment**. Relevant systems may include covered uses for recruitment, selection, task allocation, monitoring or evaluation of workers, as well as certain uses concerning access, admission, learning evaluation and examination monitoring.

Instrument	Relevant provision	How to use it practically
Framework Directive on Occupational Safety and Health, Directive 89/391/EEC	Articles 6, 9, 10 and 11: require employers to prevent and assess occupational risks, provide relevant information and consult workers or their representatives on safety and health.	Activate OSH structures where AI may affect **workload, work intensity, mental or physical health, surveillance, job control, ergonomics or work organisation**. For example, require assessment of psychosocial risks where automated productivity monitoring pressures administrative staff, automated feedback increases teachers' workload, research analytics intensify academics' performance pressures, or automated scheduling creates unpredictable hours for education support personnel.
General Data Protection Regulation, Regulation (EU) 2016/679	Articles 5, 6 and 9: establish data-processing principles, lawful bases and protection for special-category data. Articles 13–15 and 22: Concern information, access and certain solely automated decisions. Articles 25, 35 and 88: concern data protection by design, impact assessments and employment-related processing.	Use where AI processes, combines, infers or profiles workers' personal data. Demand information on purpose, data sources, lawful basis, recipients, retention, access rights and automated decision-making. Examples include monitoring teachers' platform activity, ranking researchers' outputs, analysing administrative staff performance or inferring information about workers providing learner support.

B. Wider European regional legal hooks

Instrument	Relevant provision	How to use it practically
Revised European Social Charter	Article 6: protects collective bargaining. Article 21: protects workers' right to information and timely consultation on decisions that could substantially affect their interests. Article 22: concerns participation in determining and improving working conditions, work organisation, the working environment, and health and safety Note: Applicability depends on the provisions ratified by the state concerned.	Combine the provisions according to the effects of the AI system. Use Article 21 for early information and consultation, Article 22 where AI affects work organisation or health and safety, and Article 6 to bring safeguards into collective bargaining. For example, a tool allocating teaching, research, administrative or learner-support tasks may engage all three dimensions.
Council of Europe Framework Convention on Artificial Intelligence	Article 16(2)(c): requires relevant stakeholders' perspectives, particularly those whose rights may be affected, to be considered in AI risk and impact assessment. Article 19: supports public discussion and multistakeholder consultation on important AI questions.	Use Article 16(2)(c) to support education workers' participation in risk and impact assessment, and Article 19 to support union involvement in broader national and sectoral AI governance.

Instrument	Relevant provision	How to use it practically
Convention 108+, modernised Convention for the Protection of Individuals with Regard to the Processing of Personal Data	Articles 5, 8 and 9: concern lawful and proportionate processing, transparency and data-subject rights. Caveat: It provides data-protection safeguards, not a general bargaining right. https://rm.coe.int/convention-108-convention-for-the-protection-of-individuals-with-regar/16808b36f1	Use where workers' personal data are processed, including outside the EU or across national borders. Demand transparency, necessity, proportionality and enforceable rights over workers' data. For example, this may apply where an international provider processes teachers', researchers', administrative or support staff data outside the employer's country.

C. International labour standards

Instrument	Relevant provision	How to use it practically
ILO Convention No. 98 on the Right to Organise and Collective Bargaining	Articles 1, 2 and 4: protect against anti-union discrimination and interference and promote voluntary collective bargaining.	Use Article 4 to support collective bargaining where the introduction of AI affects terms and conditions of employment, including workload, working time, monitoring, task allocation, appraisal or staffing. Articles 1 and 2 may also be relevant where workers or representatives face anti-union discrimination or interference because of their legitimate union activity on AI-related issues.

Instrument	Relevant provision	How to use it practically
ILO Convention No. 135 on Workers' Representatives	Articles 1 and 2: protect workers' representatives against prejudicial acts and require appropriate facilities for the effective performance of their functions.	Use to demand the time, access, facilities and resources needed to examine AI systems and consult affected workers. This might include paid time to meet teachers and education support personnel, access to system documentation, and independent technical, legal or OSH expertise.
ILO Convention No. 154 on Collective Bargaining	Articles 2, 5 and 7: define collective bargaining broadly and require measures adapted to national conditions to promote it.	Use to support the inclusion of AI impact on work organisation, working conditions, professional roles and employment relations within collective bargaining. **Examples**: How AI changes teachers' assessment duties, researchers' and academics' allocation of work, automation of administrative tasks or staffing of learner-support services.
ILO Convention No. 155 on Occupational Safety and Health	Articles 4, 5 and 16: concern OSH policy, work organisation and employer prevention duties. Articles 19 and 20: concern workplace information, participation and cooperation with workers and their representatives.	Use where AI affects mental or physical health, workload, work intensity, monitoring, work organisation or task design. Demand participatory risk assessment where automated systems increase pressure on teachers, intensify competition among researchers, monitor administrative output or allocate demanding support duties without sufficient staffing.

3.4 Risk/impact assessment and the precautionary approach

Risk and/or impact assessments turn broad concerns about AI into concrete bargaining obligations. It should assess not only technical or legal compliance, but also the system's actual and foreseeable effects on education work, working conditions, workers' rights, equity and inclusion, occupational health and safety, professional autonomy, academic freedom and the environment.

Note: For the purposes of this handbook, the assessment framework focuses primarily on risks and impacts for education workers, their rights, working conditions and professional practice. Risks to learners, learning outcomes and child protection remain essential but require analysis beyond the scope of this document.

When risk/impact assessment should take place

- **Before selection or procurement** of the AI system, so that identified risks and possible alternatives can influence the decision;
- **Before deployment**, supported, where appropriate, by a time-limited pilot or workplace trial under collectively agreed conditions;
- **During use**, to examine actual effects emerging in education and research settings;
- To be **repeated** whenever the system's purpose, functionality, provider, training or input data, data use or workplace context **changes**.



Important
Where a pilot or trial takes place, its objectives, duration, affected workers, assessment criteria and conditions for continuation or withdrawal should be agreed in advance. Its results should be shared with trade unions and assessed with affected workers before any decision on wider deployment is taken.

Assessment before selection → time-limited pilot → evaluation of results → negotiation with unions → decision on deployment → continuous reassessment

Employer responsibility and union participation

The employer, education authority or education institution selecting, procuring, introducing or authorising the AI system should bear responsibility for demonstrating that its use is necessary, proportionate and safe.

Risk assessment should be transparent, independent of the AI provider and carried out with the participation of trade unions and affected workers.

Before deployment, unions should have:

- Meaningful information about the AI system's purpose, functioning, known limitations, intended context and purpose of use;
- Transparent and meaningful information on training, testing and validation data, including their sources, relevance and known limitations;
- the findings and supporting evidence in a clear and accessible form;
- sufficient time, information and capacity to consult all categories of affected workers;
- the opportunity to negotiate safeguards, conditions for use, review procedures and possible non-deployment.

Participation should reflect the work and workers affected. This may involve teachers where AI shapes pedagogy, assessment or classroom practice; academics and researchers where systems affect research methods, scientific integrity or academic freedom; administrative staff where admissions, scheduling, records or services are automated; and education support personnel where AI changes accessibility, counselling, student welfare or learner support.

Relevant legal and policy instruments

- **EU AI Act, Article 27**: Requires public-law bodies, private entities providing public services in the EU to conduct a **fundamental-rights impact assessment** before first using a covered **high-risk AI system**.

  Relevant high-risk AI systems (EU AI Act, Annex III)

  - **In education and vocational training**: access and admission, evaluation of learning outcomes, determination of education levels and monitoring prohibited behaviour during tests.
  - **In employment, including education**: recruitment, task allocation, work-related decisions and monitoring or evaluation of workers' performance and behaviour.

- **Council of Europe Framework Convention on AI**: Requires risk and impact management across the AI lifecycle, including prevention and mitigation measures where activities affect human rights, democracy and the rule of law.
- **Council of Europe's Human Rights, Democracy and the Rule of Law Impact Assessment (HUDERIA)**: provides non-binding and adaptable guidance for assessing AI risks and impacts on human rights, democracy and the rule of law. Its methodology uses a socio-technical and context-sensitive approach and supports stakeholder participation, mitigation and continuous review.
- **EU Framework Directive on Occupational Safety and Health**: Within the EU, it requires employers to prevent and assess occupational risks and to provide information and consult workers and their representatives on health and safety. Education unions can use this framework when AI affects workload, cognitive overload, psychosocial risks, surveillance, job control and work organisation.
- **National law and collective agreements**: Use the most favourable applicable national, sectoral or collectively agreed protections. This is particularly important outside the EU and where national provisions or collective agreements provide stronger rights.

Dimensions to cover in a risk and impact assessment

General dimensions:

- the context and duration of use,
- the workers or other groups likely to be affected,
- the risks of harm,
- human-oversight arrangements,
- safeguards,
- internal governance and complaint mechanisms.
- It must be updated when these elements change.

In the EU, these dimensions are mandatory for fundamental rights impact assessment (Article 27 of the AI Act).

Outside the EU, these dimensions are still relevant and can be negotiated through collective bargaining agreements.
Education-specific dimensions:

Education-specific dimensions:

Assessment dimensions	Questions for bargaining
Pedagogical and professional relevance	Does the AI system respond to a clearly identified educational or professional need? Who defined that need? Is AI necessary? Could the same purpose be achieved through non-AI, less intrusive or more environmentally sustainable alternatives?
Education and research quality	How could the AI system affect teaching, learning, research, assessment, critical thinking, academic integrity and relationships between education workers and learners?
Workload and work intensity	Does the AI system create additional work for preparation, training, prompting, checking outputs, correcting errors, supporting learners, managing data or troubleshooting? Are these tasks recognised in workload structure and as part of working time?
Occupational health, well-being and cognitive overload	Could the system increase stress, cognitive overload, constant availability, loss of control, work intensification, or monitoring? Does it allow sufficient time for professional reflection, recovery and human interaction?
Professional autonomy and academic freedom	Could the system constrain professional judgement, standardise teaching or research, or influence curricular, pedagogical or research priorities? Can education workers adapt, challenge, disregard or refuse its outputs?
Staffing, qualifications and job content	Could the system replace qualified personnel, reduce staffing, alter professional roles, automate support functions, transfer tasks, fragment roles, or weaken qualification requirements?
Data protection and security	What data about education workers and learners are collected, inferred, stored or shared? Are these data necessary and limited to the agreed purpose?

Assessment dimensions	Questions for bargaining
Intellectual property and professional knowledge	Could teaching materials, assessments, research outputs, feedback, recorded work or other professional knowledge be extracted, reused, commercialised or used to train AI systems?
Equality, inclusion and accessibility	Who may be disadvantaged or excluded? Have intersecting inequalities, discrimination, accessibility barriers and the possible effects of inaccurate inferences been assessed?
Environmental impact	What energy, water, infrastructure and raw materials does the system require? Are less resource-intensive alternatives available?

From assessment to collectively agreed safeguards

Completing a risk/impact assessment should not be treated as sufficient in itself. The findings should be discussed with trade unions and affected workers and translated into collectively agreed conditions for piloting, use, monitoring, review and withdrawal.

Where the assessment identifies risks, the employer or authority should specify:

- the measures required to prevent or mitigate each risk;
- who is responsible for implementing each measure;
- the resources, staffing, professional development and working time required;
- how workers and their representatives can report problems and obtain redress;
- the criteria and timetable for review; and
- the circumstances in which the system must be modified, suspended or withdrawn.

Unauthorised individual AI use

Unions should not encourage education workers to use unauthorised AI systems through personal accounts or outside collectively agreed rules. Such "Shadow use" of AI (Tangi, Rodriguez Müller and Combetto, 2025) may expose workers to risks and potential liability concerning personal data, confidentiality, intellectual property, professional duties and harmful outputs. Unions should instead promote collective approaches and demand safe tools, clear employer responsibility, adequate workload measures and agreed rules. Experimentation should occur only through authorised and protected projects or educational sandboxes with clear oversight and arrangements on responsibility and liability. Where unauthorised use nevertheless arises, unions should examine the workplace pressures behind it and be prepared to advise and represent affected members, while continuing to pursue collective solutions.

A precautionary approach

The precautionary approach used in this handbook draws on several related, but legally distinct, foundations.

- Under EU law, the precautionary principle is expressly established in Article 191(2) of the TFEU in relation to environmental policy. Its practical scope has nevertheless developed more widely it may be invoked where a phenomenon, product or process may have harmful effects, but scientific assessment does not allow the risk to be determined with sufficient certainty. (European Commission, 2000). Measures should form part of a structured risk-management process and be proportionate, non-discriminatory, consistent and subject to review
- For AI, a precautionary approach is also supported by UNESCO's principles of proportionality and "do no harm", which call for risk assessment and measures to prevent possible harm, and by the Council of Europe's lifecycle and risk-based approach to AI (UNESCO, 2021a; Council of Europe, 2024).

In collective bargaining, these foundations support a practical precautionary position: where available evidence is insufficient and potentially serious harm to workers' or learners' rights, equality, education and research quality, professional autonomy, academic freedom, data protection, occupational health and safety or the environment cannot be adequately assessed or prevented, unions should demand that deployment be delayed, limited or refused. Where such risks emerge during use, the system should be modified, suspended or withdrawn.

This does not mean opposing all experimentation or requiring certainty about every possible effect. It means that experimentation should occur under collectively agreed and protected conditions, and that employers and responsible authorities should demonstrate that a proposed use is necessary, proportionate and subject to adequate safeguards before exposing workers and learners to potentially serious or irreversible harm.

Example:
In France, SNES-FSU has applied this approach to generative AI in education, arguing that the still uncertain effects of AI on pupils, staff, professional expertise, data protection, working conditions and the environment should justify caution rather than rushed experimentation. The union's approach stresses that education workers should retain control over the design of their work, that AI should not be imposed from above, and that use should be limited or refused where risks cannot be properly assessed, mitigated or collectively agreed. (SNES-FSU, 2023)

3.5 Selection, procurement, implementation and removal

Collective bargaining can address the full lifecycle of AI systems: needs assessment, selection, procurement, customisation, implementation, monitoring, review, suspension and removal. Many decisions affecting education workers and learners are made before an AI system enters educational settings. Procurement contracts, provider conditions, data access arrangements, interoperability, system configuration and default settings can determine how these technologies operate, what information they collect and how they affect professional autonomy, working conditions and pedagogy.

These arrangements may also create long-term dependence on commercial providers and make it difficult or costly to modify, replace or discontinue a system.

Moreover, a provider may introduce AI features into a system already used by schools or higher education and research institutions without a separate purchasing decision. Unions should seek contractual requirements for prior notification and review before significant new AI functionalities are activated. Such changes should trigger renewed information, consultation, risk and impact assessment and, where appropriate, collective agreement.

Core bargaining principle: reversibility

AI implementation must remain reversible: institutions should retain the capacity to suspend or withdraw a system and move to a safe alternative without losing essential data, professional capacity or continuity of education and research services.

The employer, education institution or responsible authority should bear the financial, technical and organisational costs of system failure, suspension, withdrawal or replacement. These costs, and any related risks or additional workload, must not be transferred to individual education workers.

The following tables identify bargaining questions and possible safeguards at each stage of the AI lifecycle.

Lifecycle stage	1. Needs and alternatives assessment
Possible bargaining questions	What legitimate educational, research or professional objective is being pursued? Who identified the need? Could the objective be met by addressing staffing, workload, funding, organisation or infrastructure instead? Could non-digital, less intrusive or more sustainable measures achieve the same objective?
Possible bargaining safeguards	No selection or procurement process should begin unless a collectively examined assessment demonstrates a clear educational or professional need. The assessment may conclude that no AI system should be selected. It should not treat shortages in teaching, research, administrative or learner-support capacity as an automatic justification for automation.

Lifecycle stage	2. Selection
Possible bargaining questions	Which systems or alternatives meet the collectively defined need? Were education workers and their representatives involved in comparing them? Were publicly governed, interoperable, sovereign, open-source or non-commercial alternatives examined? Who will operate, maintain and control the selected system and its infrastructure?
Possible bargaining safeguards	Education workers and their representatives should participate in selection before key decisions are fixed. Appropriate priority should be given to publicly governed and interoperable infrastructure and to open-source or non-commercial alternatives where these strengthen public control, transparency, security and long-term sustainability.

Lifecycle stage	3. Procurement and provider responsibility
Possible bargaining questions	Does the contract include enforceable safeguards on data protection, accessibility, intellectual property, environmental sustainability, transparency, auditability, interoperability, provider responsibility and withdrawal? Does the provider disclose relevant subcontractors and demonstrate respect for labour and trade union rights across system development, data labelling, content moderation, deployment and maintenance?
Possible bargaining safeguards	Contracts should clearly allocate responsibilities between the employer, public authority, institution, provider and subcontractors. Procurement criteria should include relevant supply-chain transparency and respect for labour and trade union rights. Responsibility for workers' and learners' rights must not be outsourced to the provider or transferred to individual workers.

Lifecycle stage	4. Data and exit arrangements
Possible bargaining questions	Where will worker, learner, research and institutional data be stored and processed? Which jurisdictions apply? Can the institution retrieve data in a complete, usable and interoperable format? What happens to data, prompts, outputs, logs, metadata, backups and derived data after termination? Can the provider continue to retain, reuse or commercialise them or use them for AI training?
Possible bargaining safeguards	Contracts should guarantee data portability, continued access during transition, secure deletion after termination, restrictions on post-contract retention and reuse, and independent verification of deletion where appropriate. Institutional and worker rights over data and professional materials must survive contract termination. See Sections 3.8 and 3.15.

Lifecycle stage	5. Change of system purpose or functionality
Possible bargaining questions	Can the AI system later be repurposed, expanded or connected to other systems? Who decides on new features, changed uses or provider updates? Do such changes trigger renewed information, consultation, risk assessment and agreement? Could an AI-enabled upgrade alter the system's effects on teaching, research, administration, learner support, workload, monitoring or data use?
Possible bargaining safeguards	Contracts should define the agreed educational or professional purpose and prevent purpose drift. Significant changes in functionality, integration, data use, provider or purpose must trigger renewed information, consultation, risk and impact assessment and, where appropriate, collective agreement before activation.

Lifecycle stage	6. Implementation
Possible bargaining questions	What continuous professional development , time, technical support and workload adjustments are provided? Who deals with errors, system failures and complaints? What alternative arrangements apply during disruption?
Possible bargaining safeguards	All new tasks, including training, checking outputs, correcting errors, data management, learner support and troubleshooting, should be recognised as working time. Employers must provide sufficient staffing, technical assistance and role-relevant professional support. Additional tasks resulting from implementation, malfunction or correction must be recognised as working time and supported through adequate staffing and resources. Responsibility and liability for institutionally selected systems must not be transferred to individual workers.

Lifecycle stage	7. Implementation
Possible bargaining questions	Who reviews the impact of the AI system? How are concerns reported? Can the tool be suspended during review? Are temporary or pilot uses clearly time-limited? What review is required before they can be extended, normalised or made permanent? Are the agreed educational or professional objectives being met? Have adverse effects emerged in any of the dimension identified in the risk assessment (see section 3.4)?
Possible bargaining safeguards	Continued use should depend on evidence that agreed objectives are being met and risks remain preventable. Pilots, temporary uses, contract renewals and transitions to permanent use must not be automatic. Reviews should involve unions and affected workers and use success, failure and withdrawal criteria agreed in advance.

Lifecycle stage	8. Emergency suspension
Possible bargaining questions	What incidents, harms, system changes or safeguard failures trigger immediate suspension? Who has authority to suspend the system? How can unions or affected workers request action? How quickly must the employer respond? What conditions must be met before use resumes?
Possible bargaining safeguards	The agreement should establish an emergency suspension procedure with clear triggers, named decision-makers, union involvement and response deadlines. Workers should not be required to continue using a system while a serious and credible risk is under examination. Use should resume only after the risk has been assessed, safeguards implemented and unions consulted.

Lifecycle stage	9. Withdrawal, removal and Plan B
Possible bargaining questions	Who reviews the impact of the AI system? How are What happens if the tool fails, creates unacceptable risks, breaches agreed safeguards or no longer serves its purpose? Can the contract be terminated without disproportionate penalties? How will education, research, administration and support services continue during transition? Have sufficient internal knowledge, staffing and non-AI processes been preserved to make withdrawal genuinely possible?
Possible bargaining safeguards	The agreement should provide a contractual exit route and a practical Plan B, including service continuity, data recovery and deletion, transition to an alternative arrangement, restoration of non-AI processes where necessary and preservation of internal professional capacity. The employer or responsible authority should meet the financial and organisational costs. Withdrawal must not result in unrecognised workload, reduced staffing, personal expenditure or liability for education workers.

3.6 Protect professionalism: professional qualifications, professional autonomy, academic freedom and the human in the lead

Trust in education workers' professional knowledge and judgement must be the starting point for decisions on AI. Education workers are not simply users responsible for implementing externally designed systems. Education workers and their unions must co-shape the purpose, design, selection, implementation and evaluation of technologies affecting their work. Social dialogue and collective bargaining should translate this professional leadership into shared decision-making throughout the AI lifecycle.

Education work is grounded in recognised qualifications, specialist knowledge, ethical and professional standards, professional autonomy and, in higher education and research, academic freedom. Together, these foundations enable education workers to exercise informed judgement, uphold their responsibilities towards learners and society, and collectively shape their professions. From this perspective, qualifications, competences, professional standards, professional learning, self-governance and professional judgement are central dimensions of teacher professionalism and safeguards against deprofessionalisation (Education International and UNESCO, 2019).

In education and research, human control means more than a generic "human in the loop". Education and research workers must remain **human in the lead**. This implies retaining professional autonomy, pedagogical judgement, academic freedom and meaningful authority over decisions affecting all aspects of their work.

AI systems may provide support for professional practices, but they must not become hidden decision-makers or standardise work in ways that weaken qualifications, professional standards or the human and relational nature of education. This reflects ETUCE's principles that AI should follow a human-centred approach and empower rather than replace education workers, alongside Education International's position that technology must support professional autonomy and the future of the teaching profession (ETUCE, 2024; Education International, 2024).

The following table translates these principles into practical bargaining priorities and possible collective agreement language.

Bargaining area	What education unions should protect	Possible bargaining language
Qualifications and professional roles	Recognised qualifications, specialist knowledge and negotiated role boundaries. AI-related training or micro-credentials must not replace professional education or justify assigning specialised tasks to inadequately qualified workers. This applies to teachers, academics, researchers, administrative staff and education support personnel.	AI systems must not be used to lower qualification requirements, substitute qualified personnel or alter occupational profiles, job descriptions and professional role boundaries. Staff shortages or funding constraints must not justify transferring professional tasks to AI systems or inadequately qualified staff.
Deskilling and deprofessionalisation	Core professional tasks, opportunities to exercise and develop expertise, collegial work and workers' control over their professional practice.	AI must not transfer professional knowledge and decision-making into technological systems in ways that reduce education workers to monitoring, evaluating or correcting automated processes. Employers must preserve the knowledge, cognitive capacity, time, staffing and working conditions needed to develop and exercise professional expertise.

Bargaining area	What education unions should protect	Possible bargaining language
Professional autonomy and academic freedom	Education workers' capacity to determine whether, when and how AI is appropriate within their pedagogical, didactic, academic and professional practice, within collectively agreed purposes and conditions.	AI must not prescribe or standardise pedagogical, didactic, academic or professional practice. Within collectively agreed purposes and conditions, education workers must retain autonomy to determine whether, when and how AI is appropriate for particular tasks and contexts. AI use must not interfere with pedagogical judgement, curricular choices, teaching methods, academic freedom or other areas of professional discretion.
Human in the lead and professional authority over AI outputs	Meaningful control by appropriately qualified education workers with the authority, information, time and freedom to exercise independent judgement over AI-supported decisions and outputs.	Decisions must remain under the authority of appropriately qualified education workers. Workers must be able to question, challenge, adapt or disregard AI-generated outputs that conflict with professional judgement, ethical standards, rights or collectively agreed conditions. Formal approval does not constitute meaningful human control where the worker cannot understand or depart from the output.

Bargaining area	What education unions should protect	Possible bargaining language
Research integrity and AI-generated knowledge	Researchers' and academics' authority over research questions, methods, interpretation, publication and disclosure; scholarly and peer judgement; authorship; methodological and epistemic diversity.	AI must not prescribe research questions, methodologies or conclusions or replace scholarly and peer judgement. Academics and researchers must retain authority over research design, methods, interpretation and publication. Rules on acceptable AI use, verification and disclosure must be developed with academics, researchers and their unions and must protect authorship, scientific integrity and methodological diversity.
Performance pressure	Protection against expectations that workers use AI to increase output, and against the conversion of claimed efficiencies into higher workloads or performance targets.	Workers must not be assessed or disadvantaged because they do not use AI to increase teaching, research, administrative or support outputs. AI-assisted production and claimed efficiency gains must not be used to raise workload, publication expectations or performance targets. See Section 3.10.

Bargaining area	What education unions should protect	Possible bargaining language
Algorithmic management and professional evaluation	Professional and collegial forms of evaluation; protection against automated scores, rankings, monitoring and management systems.	AI must not replace professional, peer or collegial evaluation or reduce professional quality to automated scores, rankings, behavioural indicators or productivity metrics. Detailed provisions on transparency and redress are addressed in Section 3.7 and on algorithmic management and performance evaluation in Section 3.8.
Teacher-student relationship	Meaningful relationships, dialogue, contextual understanding and professional interaction.	AI must not replace human support where professional presence, responsibility, empathy or contextual judgement is required. Teachers must retain authority and freedom over pedagogy and assessment; academics and researchers over scholarly judgement; administrative staff over decisions affecting access, records and entitlements; and education support personnel over accessibility, well-being and learner support.

Bargaining area	What education unions should protect	Possible bargaining language
Continuous professional development	Role-relevant development during working time, without treating training as a substitute for qualifications, safe systems or employer responsibility.	AI-related continuous professional development must be relevant to workers' roles, provided during working time and supported with appropriate resources. It must complement, rather than replace, recognised qualifications, adequate staffing, professional autonomy and collectively agreed safeguards. See Section 3.12.

3.7 AI-supported and automated decision-making: transparency and redress

AI systems increasingly inform or determine decisions affecting education workers' employment, rights and professional lives. Particularly sensitive areas include recruitment, promotion, task and workload allocation, appraisal, access to professional development, disciplinary action and termination.



Note
Consistent with the scope of this collective bargaining chapter, this section focuses primarily on decisions affecting education workers and does not analyse AI-decision affecting learners.

Collective bargaining should distinguish between two forms of decision-making:

- **Solely automated decision-making**: an AI or automated system determines the outcome without meaningful human involvement. A nominal human sign-off is not meaningful where the person lacks the authority, competence, information or time to reconsider the outcome.
- **AI-supported decision-making**: an AI system provides a score, prediction, recommendation, ranking or other output that informs or influences a decision, but an identified and appropriately qualified person or body remains responsible for examining the individual circumstances and making the final decision.

Core bargaining principles

- **Solely automated decision-making must be forbidden for decisions** affecting education workers' employment, rights, workload, professional evaluation, career progression, disciplinary matters or termination.
- **Meaningful human judgement in AI-supported decisions**: AI may inform but must not determine the outcome. An appropriately qualified person or body must consider the individual circumstances, critically assess the AI output and retain genuine authority over the final decision.

Relevant legal and policy instruments

A. European Union

Instrument	Essential protection
General Data Protection Regulation	Article 22: provides protection in relation to certain decisions based solely on automated processing, including profiling, that produce legal or similarly significant effects. **[Solely automated]**
General Data Protection Regulation	Articles 13–16: provide rights to information, access and rectification where personal data are processed. **[Solely automated]** [AI-supported]
EU Artificial Intelligence Act	Articles 13 and 14: require transparency towards deployers and effective human oversight for covered high-risk AI systems. **[Solely automated]** [AI-supported]
EU Artificial Intelligence Act	Articles 12 and 26 and **Annex III**: concern logging, deployer obligations and specified high-risk uses in education, employment and workforce management. **[Solely automated]** [AI-supported]

B. Wider European tools

Instrument	Essential protection
Council of Europe Framework Convention on Artificial Intelligence	Establishes a broader framework for transparency and oversight, accountability, procedural safeguards, complaints and effective remedies. **[Solely automated]** [AI-supported]
Convention 108+ on data protection	Articles 8 and 9: concern transparency and data-subject rights, including safeguards relevant to certain automated decisions. **[Solely automated]** [AI-supported]

Bargaining demands

Safeguard	Possible bargaining clause
No solely automated decisions	Decisions affecting education workers' rights, workload, professional evaluation, career progression, disciplinary matters or termination must not be based on solely automated processing.
Disclosure of AI use	Education workers and their unions must be informed before an AI system is used to support decisions affecting education and research workers, their rights and working conditions. The information must explain the system's purpose, the data used, its role in the decision and the person or body responsible for the final outcome.
Meaningful human judgement in AI-supported decisions	AI may inform but must not determine the outcome. An appropriately qualified person or body must examine the relevant educational and professional context, critically assess the AI output and retain genuine authority to depart from it. A nominal human sign-off is not meaningful human judgement.

Safeguard	Possible bargaining clause
Access to meaningful information	Affected workers and their unions must receive sufficient, clear and accessible information to understand and challenge the use of AI. This should include the data categories and sources, the nature and known limitations of the output, its influence on the decision, and the identity of the responsible human decision-maker.
Right to challenge, correct and obtain human review	Education workers must be able to correct inaccurate data or inferences, provide relevant contextual evidence and obtain timely review by a person or body with authority to amend, reverse or annul the decision. Relevant context may include teaching responsibilities, research discipline, approved leave, reasonable accommodation, administrative complexity or learner-support needs.
Union representation and effective redress	Education workers must have access to trade union advice and representation throughout any review, appeal, grievance or disciplinary procedure involving AI-supported information. A decision that cannot be adequately explained, is based on inaccurate or unlawful information, or lacks meaningful human assessment must be suspended, corrected or withdrawn. Workers must not face disadvantage or retaliation for challenging it.

3.8 Monitoring, surveillance and performance management

AI systems can be used to monitor work, allocate tasks, generate behavioural indicators, or operate performance management. In education, these uses raise particular concerns since they can directly affect trust, academic freedom, professional autonomy, workload and the quality of the teacher-student relationship. Collective bargaining can therefore set clear limits on monitoring and algorithmic management.

Identified issue	Possible bargaining language
Hidden surveillance	AI should not be used for hidden surveillance of education workers. Any monitoring should be transparent, justified, proportionate and collectively discussed before implementation.
Performance management	AI-generated data should not be used as the basis for performance evaluation, disciplinary measures, promotion, dismissal, workload assessment or professional judgement.
Right to object to data processing	Workers should be able to access, object to, and rectify data or AI-generated assessments about them.
Limits on intensification	AI-supported monitoring should not intensify work, increase administrative burdens or create unrealistic expectations of availability, productivity or standardised practice.

3.9 Equality, inclusion, bias and accessibility

AI systems are not neutral. Their design and deployment reflect human choices and interests, while their data, assumptions and intended uses shape how they represent workers, knowledge and professional practice. These characteristics can produce unequal or discriminatory effects that are not always immediately visible (UNESCO, 2023). The assumption that AI is objective can also conceal how historical bias, design choices, particular uses and weak accountability reproduce discrimination (Ashwini K.P., 2024).

Where risks may arise for education workers

Where risks arise	Concrete examples in education work
Employment and career progression	A recruitment tool disadvantages candidates with non-standard career paths; a promotion system undervalues career breaks, part-time work or minority-language research; an appraisal tool penalises workers using reasonable accommodation.
Allocation of work and resources	Automated timetabling assigns less favourable schedules to part-time teachers; research-allocation tools favour established disciplines; workload systems overlook the complexity of administrative cases or learner-support duties.
Monitoring and behavioural inference	Platform activity or response times are treated as measures of teacher engagement, research productivity or administrative performance; systems claim to infer workers' attention, attitude or emotional state.
Access and participation	Temporary or part-time workers are excluded from AI-related professional development; workers in under-resourced institutions lack reliable devices, connectivity or technical support; systems perform poorly in minority languages.

Where risks arise	Concrete examples in education work
Accessibility and reasonable accommodation	A platform is incompatible with assistive technologies; automated communication creates barriers for workers with sensory or cognitive disabilities; necessary individual adjustments are not provided.
General-purpose generative AI	Generated teaching materials reproduce stereotypes; literature summaries overlook local, minority-language or emerging research; tools provide less reliable outputs for specialised teaching, research, administrative or learner-support contexts.

These examples show why the relevant question is not only whether an AI system works technically, but **for whom it works, who it disadvantages or excludes, and whether different working realities and support needs are recognised**.

When assessing the impact of AI, adopting an **intersectional approach** is also essential to account for the fact that different forms of inequality may overlap and reinforce one another. AI-related risks may therefore affect workers differently depending on disability, gender, racial or ethnic origin, language, migration status, age, socio-economic situation, employment status or other circumstances (Council of Europe, 2026b).

Through collective negotiations ensure that AI used in education is designed, selected and governed around educational purpose, equity, accessibility and the realities of diverse education communities.



Caveat

- General-purpose commercial AI systems should not be treated as appropriate by default simply because they are widely available. UNESCO's Guidance for Generative AI in Education and Research supports a human-centred, equitable and meaningful approach and identifies risks that general-purpose generative AI may marginalise already marginalised voices and reduce diversity of opinions (UNESCO, 2023)
- AI systems marketed as "education-specific" should not automatically be assumed to be equitable or inclusive: their data, design, accessibility and effects must still be independently assessed with education workers and their unions.
- Existing equality and non-discrimination law applies when AI affects employment and working conditions.
- In the EU, several directives prohibit direct and indirect **discrimination** in recruitment, promotion, professional development and working conditions, including discrimination based on sex, racial or ethnic origin, religion or belief, disability, age and sexual orientation. They also require reasonable accommodation for workers with disabilities (EU Charter, Article 21; Employment Equality Directive, 2000; Racial Equality Directive, 2000; Gender Equality Directive, 2006). The EU AI Act prohibits **emotion-recognition systems** in workplaces and education institutions, except for medical or safety reasons. (EU AI Act, Article 5(1)(f)).
- Wider European standards require respect for equality and non-discrimination throughout the AI lifecycle and recognise the risks of multiple and intersectional discrimination (Council of Europe Framework Convention, Article 10; Council of Europe Recommendation CM/Rec(2026)1).
- Internationally, ILO Convention No. 111 protects equality of opportunity and treatment in employment and occupation, while the UN Convention on the Rights of Persons with Disabilities provides the framework for equality, accessibility, reasonable accommodation and work (ILO Convention No. 111, Articles 1–2; UN CRPD, Articles 2, 5, 9 and 27).
- These legal protections provide a foundation that collective bargaining can translate into concrete workplace safeguards, including union involvement in impact assessment, fair employment and work allocation, accessibility and reasonable accommodation, equitable access to resources and effective remedies.

The following table translates these principles and workplace risks into practical bargaining safeguards.

Bargaining safeguard	Possible bargaining language
Equity, inclusion and accessibility impact assessment	Before any AI tool is introduced, the employer should carry out an equity, diversity and inclusion impact assessment, with union involvement, and review it regularly after implementation. The assessment must consider intersectional and cumulative disadvantage and identify which workers may be excluded or adversely affected.
Fair employment and career decisions	AI must not discriminate directly or indirectly in recruitment, contract renewal, appraisal, promotion, task allocation, access to professional development or other working conditions. Non-standard career paths, career breaks, part-time work, reasonable accommodation or minority-language work must not be treated as indicators of lower performance or suitability. See Section 3.7
Diverse and representative datasets	AI systems should not be used where datasets are insufficiently representative of the population concerned or where the employer cannot explain what data was used to train, test or validate the system, whether it is appropriate for the education context, and what its limitations are. Particular caution is required with general-purpose systems not designed for the relevant education setting.
Independent audits and monitoring	Independent equality and bias audits, continuous monitoring and union access to the findings must be required where AI may materially affect workers' rights or working conditions. The agreement must specify how discriminatory or exclusionary outcomes are identified, reported, corrected and remedied.

Bargaining safeguard	Possible bargaining language
Accessibility and digital divide	Before AI tools are used, employers should assess differences in access to devices, connectivity, infrastructure, assistive technologies, language support and training. AI tools should be accessible by design to workers with special needs, including those using assistive technologies, and should not create new barriers to participation, employment or professional development. Accessibility must be addressed during selection, procurement and implementation rather than added only after deployment.
Reasonable accommodation	The introduction or use of AI must not weaken existing rights to reasonable accommodation. Necessary and appropriate individual adjustments must be provided where an AI system creates or exacerbates barriers for a worker.
False objectivity and harmful outputs	AI-generated outputs should not be treated as neutral or objective. Workers should be adequately prepared to counter the risks of hallucinations, incorrect outputs, misinformation and biased recommendations.
Pause or withdrawal where risks cannot be mitigated	Deployment should be paused, limited or withdrawn if discrimination, exclusion, bias or accessibility barriers cannot be effectively prevented or corrected.

3.10 Workload, staffing and support

Whereas the claims that AI systems are a way to reduce workload come with very little solid evidence, recent studies show that AI systems can create additional workload and work pressure. Education workers may be expected to learn tools, check outputs, correct errors, supervise systems, support learners, manage data, solve technical problems or compensate when systems fail.

Looking at the context where evidence is produced also matters. AI can reduce workload only when it is addressed as a work-design issue and introduced with the necessary time, resources and support. If education workers are simply given new tools, risks and responsibilities, AI may instead add another layer of pressure to already strained education systems. Its future in education should therefore not be presented to teachers and other education workers as a finished product, but negotiated and co-designed with them.

Collective bargaining should require a real workload assessment before AI is introduced.

Identified issue	Possible bargaining language
Workload impact assessment	The introduction of AI should include an assessment of its impact on workload, including preparation, training, structuring inputs, verification and correction of inaccurate or fabricated outputs, supervision, reporting and troubleshooting. The assessment must account for all additional and previously unrecognised work.
Recognition of AI-related tasks	New AI-related tasks should be recognised as working time and reflected in workload models.
Staffing safeguards	AI should not be used to justify staff cuts, reduced staffing levels, outsourcing or increased student-staff ratios.
Technical support	Employers should ensure sufficient internal technical and pedagogical support so that responsibility for system failures is not shifted to individual workers.

Identified issue	Possible bargaining language
Education support personnel and administrative staff	Agreements should specifically consider administrative staff and education support personnel, who may be highly exposed to AI-driven restructuring, task changes or automation.
Fair distribution of AI-related efficiency gains	Any claimed AI-related time savings should be collectively assessed. Any model or calculation used to translate presumed AI efficiencies into workload, staffing or student–staff ratios must be transparent to unions, independently auditable and subject to collective agreement. Unions must actively protect against the proliferation of 'invisible labour' - the unrecognised time spent verifying AI hallucinations, structuring inputs, and managing automated workflows—which systematically nullifies theoretical time savings. Demonstrated gains should improve working conditions through reduced workload, protected preparation and reflection time, shorter working time, additional staffing, improved work-life balance, or fair remuneration where productivity expectations increase. AI-related efficiency gains should not be used to justify additional duties, higher output targets, staff reductions, larger student-staff ratios or intensified work.

3.11 Right to disconnect

AI-supported education platforms, learning analytics dashboards and digital communication tools are increasing expectations of constant availability and contribute to an “always-on” work culture.

Collective bargaining should therefore explicitly connect AI and digitalisation to the right to disconnect, ensuring that workers are not required or expected to monitor work-related communication channels, respond to AI-supported alerts or engage in platform-related tasks outside working time. AI-related tools should be configured and governed so that they support agreed working-time arrangements, work-life balance and wellbeing, rather than extending work invisibly beyond contractual or collectively agreed hours.

In this context, the ETUCE-EFEE Autonomous Framework Agreement on telework and the right to disconnect in the education sector (2025) is a valuable tool for negotiations. Not only does it provide concrete sectoral bargaining language on the right to disconnect, it also carries a particular political significance as European education employers have already committed to its implementation together with ETUCE.

Identified issue	Possible bargaining language	Rationale
Availability outside working time	Workers should not be required or expected to monitor, respond to or act on AI-supported platforms, automated alerts, analytics dashboards or digital communication tools outside working time, except where this is explicitly agreed under lawful and collectively negotiated working-time arrangements.	AI-supported communication systems can normalise constant availability unless limits are agreed.
Protection from negative consequences	Workers should not face negative consequences for not responding to AI-supported platforms, alerts or messages outside working time.	This makes the right to disconnect enforceable in practice.
Working-time recognition	Workload models should reflect the time needed to use AI-supported systems during working hours.	This prevents AI-related platform work from becoming invisible labour.
System configuration	Automated systems should be configured to avoid unnecessary out-of-hours notifications or expectations of immediate response.	Technical settings can support or undermine agreed working-time protections.

3.12 Continuous professional development about AI and AI literacy

The concept of "AI literacy" is used in different ways. The EU AI Act defines it as the skills, knowledge and understanding needed to deploy AI in an informed manner and understand its opportunities, risks and possible harm (EU AI Act, Articles 3(56) and 4). The Council of Europe takes a broader sociotechnical approach, connecting AI literacy to human rights, democracy, social agency and critical thinking (Council of Europe, 2026c)

In education, a distinction is needed between learners' AI literacy and education workers' own professional development. The EU–OECD framework focuses primarily on learners' ability to engage, create with, manage and shape AI, with educators supporting its integration into teaching and curricula (OECD–European Union, 2026). Education workers play a crucial role in supporting learners to engage with AI critically and ethically. This responsibility must not replace their need and right to access independent, critical and role-relevant professional development with adequate time and resources. UNESCO's teacher framework offers a useful basis by covering human agency, ethics, AI foundations, pedagogy and professional learning (UNESCO, 2024).

For education unions, AI literacy should therefore be framed as part of continuous professional development and as a collective right supported by employers, not as one-off technical training or individualised programmes delivered through online platforms, which can easily substitute continuous professional education.

As such, AI literacy must be an integral part of collective negotiations in the form of continuous professional development.

Continuous professional development for education workers should be independent from commercial providers, critical, practical and subject-related, as well as connected to professional needs, pedagogies and "didactic" (where the term applies). It should cover not only how to use tools, but also their limits, risks, ethical implications, data protection requirements, bias, discrimination, equality and inclusion, misinformation, environmental impact, digital rights and professional autonomy.

Commercial or provider-issued certificates must not replace recognised qualifications, collectively agreed professional development or fair career-progression structures, nor make workers dependent on a particular company or product.



Tips for negotiations

- Language matters: Request continuous professional development instead of training (risk of platform-based courses).
- Framing professional development about AI as a collective right, not as a duty, will ensure your members' right to opt out.

Identified issue	Possible bargaining language
Formal professional development during working time	AI-related professional development must take place during working time, with the necessary workload adjustments, replacement cover and financial support. Where participation exceptionally occurs outside normal working time, workers must receive equivalent time off or appropriate compensation and reimbursement of expenses.
Universal access	Continuous professional development must be available to all education workers, regardless of contract type, working time, role, sector or employment status.
Union role in content	Unions should help shape professional-development content and the selection of providers and trainers, ensuring that programmes reflect workers' rights, professional judgement, equality, inclusion, accessibility and the public purpose of education. Trainers should have appropriate competence in these areas.
Regular updating	Training should be repeated and updated as AI tools, legal frameworks and workplace risks evolve.
Professional development before any deployment	Workers must receive appropriate professional development before they are required to use a new AI system or a substantial change is introduced.

3.13 Data protection, privacy and security

AI systems rely on large amounts of data, including data about teachers and students, learning behaviour, assessment, communication, attendance, productivity, location, identity, biometrics or platform use. Some of these data may be personal, sensitive and capable of revealing protected characteristics. These characteristics include gender, sex, racial or ethnic origin, religion or belief, disability, age and sexual orientation. Data protection, privacy and cybersecurity are therefore collective bargaining issues, not only technical compliance matters.

Moreover, data may be processed, stored or accessed across different countries, particularly when education institutions rely on external technology providers and cloud services. This raises questions about who controls the data, who can access it and which safeguards apply to international transfers. The Council of Europe Convention 108, as modernised by the 2018 amending Protocol, commonly referred to as Convention 108+, provides a wider European framework for protecting personal data, including in cross-border processing (Council of Europe, Convention 108 and Protocols).

A bargaining approach can connect this section to legal principles of lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity, confidentiality and accountability. It can also draw on information and consultation rights, occupational health and safety mechanisms, equality safeguards, cybersecurity obligations, the EU AI Act's high-risk requirements, and the Council of Europe Framework Convention's principles on privacy, data protection, transparency, oversight, accountability and effective remedies.

Unions can draw on international and European standards to negotiate stronger protections. The ILO Code of Practice on the Protection of Workers' Personal Data (1997) provides guidance on the collection, use, monitoring and protection of workers' data, including the involvement of workers' representatives.

For unions, the key bargaining question is whether the processing of education workers' personal data is necessary, proportionate, lawful, transparent, secure and limited to the agreed educational or professional purpose. Data collected for one purpose should not later be reused for surveillance, performance

management, discipline, commercial exploitation, research, profiling or training AI systems. Each data collection must have a clear processing purpose. Unions should also request limits on data retention, access by third parties and international transfers, together with effective mechanisms for workers to obtain information, exercise their rights and challenge the misuse of their data.

Identified issue	Possible bargaining language	Rationale
Information on data use	The employer should provide unions and workers with clear and accessible information about what personal data is collected, for what purpose, by whom, where it is stored, who has access, how long it is retained, and when it is deleted.	Workers cannot assess risks or exercise rights if data practices are hidden or described only in technical terms.
Purpose limitation and data minimisation	AI systems should collect only the data strictly necessary for the agreed purpose, and data collected for one purpose should not be reused for surveillance, performance management, commercial purposes, profiling or disciplinary action.	This translates GDPR principles and other laws into stronger workplace safeguards and prevents function creep.
Sensitive data and protected characteristics	Sensitive data about education workers or learners should not be collected unless strictly necessary, legally justified and subject to strong safeguards, including union consultation where workers are affected.	AI systems may derive or infer sensitive information even when such data is not explicitly requested. Given the risks of discrimination, profiling and misuse, unions should seek a prohibition in collective agreements

Identified issue	Possible bargaining language	Rationale
Data protection by design and by default	Privacy and security safeguards should be built into tool selection, procurement, configuration and implementation, rather than added after deployment.	Procurement choices and default settings often determine the level of protection in practice.
Retention and deletion	Employers and unions should agree clear retention and deletion periods for personal data, including logs, prompts, outputs, metadata and analytics generated by AI-supported systems.	Data cannot remain available indefinitely or be reused later for purposes not agreed at the time of collection. Clear retention rules are needed.
Access, rectification and deletion rights	Workers should be able to access data held about them, obtain rectification or deletion where appropriate, and receive meaningful information about AI-supported processing that affects them.	Data access and rectification rights are important safeguards against inaccurate profiles, wrong inferences and unfair decisions.
Security and breach protocols	Employers should agree clear protocols for cybersecurity, access control, incident response and data breaches, including notification to affected workers and unions where worker data is concerned.	AI systems can increase the volume, sensitivity and attractiveness of education data for misuse or attack.
Provider and third-party responsibility	Contracts with providers should specify data protection responsibilities, restrictions on onward transfers, limits on training AI models with education data, security obligations, audit rights and consequences for non-compliance.	Education institutions often depend on external providers, but responsibility for workers' and learners' rights cannot be outsourced.

Identified issue	Possible bargaining language	Rationale
No hidden data extraction	Teaching materials, learner data, worker interactions, prompts, assessments, research outputs or professional knowledge should not be used to train or improve AI systems without a clear legal basis, transparency and agreed safeguards.	This protects privacy, intellectual property and professional knowledge from unauthorised extraction.
No legitimate-interest for AI training or development	The personal data of education workers and learners must not be used by employers, education institutions or third-party providers as a source to train, develop, improve or operate AI systems on the basis of legitimate interest.	This prevents employers or providers from treating education data as a resource for AI development and protects workers' and learners' privacy, autonomy, professional knowledge and fundamental rights.
Consent in employment	Consent is often not considered as a valid legal basis as teachers are in a subordinate position in the employment relationship, and hence it cannot be freely given.	Teachers' informed consent should not be used to collect and process their data. Teachers cannot genuinely refuse or withdraw consent without adverse consequences.
Data protection governance	Unions should be involved in the design, review and updating of data protection policies related to AI tools, including through social dialogue or dedicated digital rights structures.	Data governance should not be left only to technical teams, providers or management.

3.14 Intellectual property and professional knowledge

AI technologies, and in particular generative AI, raise specific questions about the ownership, protection and use of education workers' images, voices, intellectual property and professional and academic work. This includes teaching materials, lesson plans, assessment materials, feedback, academic publications, unpublished manuscripts, research data, datasets, peer-review materials, grant applications, institutional repositories and other professional works (Kivinen, 2026; Mäntysaari, 2026)

Intellectual property issues affect all education workers, but the applicable rules may differ across sectors and jurisdictions. In higher education, the ownership of works by academic staff that they create is linked to exercise of academic freedom and collective agreements and institutional policies often contain specific provisions governing the ownership and licensing of scholarly and research work. The UNESCO Recommendation concerning the Status of Higher-Education Teaching Personnel (1997, paragraph 12) recognises the importance of protecting academic intellectual property.

Teachers, academics and lecturers are often authors of teaching materials and other educational resources, but their ownership and use may be governed by national copyright law, employment contracts, collective agreements and institutional policies. In both settings, the rights of individual creators and the rights granted to employers or institutions need to be clearly established.

Collective bargaining and institutional policies can play an important role in clarifying these rights, who may use or license them, and under what conditions they may be shared with third parties, protecting education workers' knowledge from being extracted, reused or commercialised without transparency, consent, recognition, fair conditions or compensation. At the same time, approaches to intellectual property and text and data mining should seek an appropriate balance between promoting education, research, accessibility, and access to knowledge, and protecting education workers against the unauthorised extraction, commercial exploitation or AI-enabled reuse of their professional work, consistent with applicable law and the principles of the UNESCO Recommendation on Open Science (2021).

Identified issue	Possible collective agreement language
Ownership and control of education workers' materials	Teaching materials, lesson plans, presentations, assessment materials, feedback, recorded teaching, research outputs, datasets, unpublished manuscripts and other professional materials including voice and image materials created by education workers shall remain under the authorship and professional control of their creators, and any ownership, licensing or transfer of rights shall be governed under applicable laws and explicitly negotiated and agreed. No employer policy or provider contract shall undermine authorship, attribution, moral rights, academic freedom, professional autonomy or the right to reuse such materials for teaching, research and professional purposes. Any license granted to the employer shall be limited to the specific purpose for which it was agreed and shall not permit the reproduction, distribution, adaptation, commercialisation of AI-enabled reuse of such works beyond that purpose unless separately negotiated and agreed.
Use of staff-created materials for AI training and development	Teaching, learning, research and assessment materials created by education workers shall not be used to train, fine-tune, test, validate, improve or develop AI systems without prior explicit agreement with workers' representatives. Any such use shall require transparency on the purpose, provider, data categories, legal basis, safeguards, duration of use, possible commercial reuse and available remedies.
Provider contracts and unauthorised commercial reuse	Contracts with providers (e.g., EdTech, publishing, plagiarism-detection, learning-management or cloud-service providers) shall prohibit unauthorised commercial reuse of staff-created materials, student work, institutional repositories, prompts, feedback, assessment materials, lectures, recordings, datasets and research outputs. Unauthorised reuse for AI training, product development, model improvement or commercial exploitation must be prohibited. Workers' representatives must receive the relevant contractual information before procurement or renewal.

Identified issue	Possible collective agreement language
Text and data mining safeguards	Policies on text and data mining affecting staff-created materials, research outputs, teaching resources or institutional repositories must be subject to prior collective agreement. Where permitted by law and appropriate to the agreed purpose, rights must be expressly reserved through contractual means. Such policies must also respect applicable research, teaching and other copyright exceptions.
Use of generative AI in teaching, research and professional work	Rules governing generative AI use in teaching, research, assessment, administration and support work must be collectively agreed. These rules shall cover copyright compliance, confidentiality, attribution, disclosure of AI-assisted content, verification of outputs, use of student work, unpublished materials and research data, and protection from individual liability where institutional rules are unclear or inadequate.
Disclosure and verification of AI-generated or AI-assisted outputs	Where AI-generated or AI-assisted outputs are used in teaching, research, assessment, publication, administration or decision-support, their use shall be previously agreed and disclosed. The outputs shall be subject to human verification for accuracy, bias, copyright compliance, academic integrity and professional appropriateness. AI-generated outputs shall not be treated as equivalent to staff-created professional judgement or original academic work.
Redress, recognition and remuneration	Where staff-created materials, lectures, recordings, datasets, research outputs, feedback, prompts or other professional knowledge are reused beyond the original agreed purpose, including for AI development, commercial exploitation, institutional product development or provider services, workers shall have access to agreed remedies. These may include removal, correction, attribution, compensation, remuneration, licence renegotiation, grievance procedures and collective review.

3.15 Accountability, liability and sanctions

Collective bargaining can clarify that responsibility for the deployment of AI systems does not rest only with individual workers. Employers, public authorities, education institutions and providers should be accountable for the systems they procure, authorise, configure, deploy or require workers to use. This is particularly important where harms arise from systems that workers did not select, design, purchase or control.

Identified issue	Possible bargaining language
Defined responsibility	Responsibility and liability should be clarified before implementation, including the roles of the employer, provider, public authority and affected workers.
Protection for workers	Education staff should not be held responsible for failures or harms caused by AI systems they did not select, design, procure, configure or control.
Reporting channels	Education staff should have clear reporting channels for AI-related risks, violations and harms, with protection against retaliation.
Consequences for non-compliance	Agreements should specify consequences where employers or providers breach agreed safeguards, including suspension, withdrawal, remediation and review.

Conclusion

This handbook is the result of a participatory process involving ETUCE member organisations, trade unionists and experts who shared their experiences, priorities and practical examples. It reflects the diversity of education systems and the variety of experience of AI in education across trade union realities in Europe.

One message runs throughout the handbook: decisions about AI are not simply technical decisions. They are choices about the future of education and education work. They can affect workload, staffing, job content, professional qualifications, equality, occupational health and safety, data protection, academic freedom, and the organisation and quality of education. These consequences must not be left to technology providers, employers or public authorities alone. They must be assessed, discussed and negotiated collectively.

Education workers' professional autonomy and judgement must remain at the centre of this process. Professional autonomy, academic freedom and access to continuous professional development are not obstacles to technological change. They are necessary conditions for ensuring that technology, where it responds to a genuine educational or professional need, supports rather than replaces professional judgement.

The future of AI in education is not predetermined. Education trade unions have the collective power to challenge commercial hype, ask whose interests are being served, define the needs and limits of AI use, and secure meaningful participation before decisions become irreversible. This requires bringing members together, turning their experience into shared priorities, influencing public policy and negotiating enforceable safeguards. Training and individual responsibility cannot substitute for regulation, public responsibility, social dialogue and collective bargaining.

AI technologies will continue to evolve, and new questions, risks and forms of union action will emerge. This handbook is therefore a practical starting point and a collective resource that should grow with the experience of those who use it. ETUCE invites education trade unions, union representatives and other users to share feedback, practical examples, bargaining experiences and ideas arising from its use. These contributions will help identify gaps, strengthen the tools provided and inform future editions of the handbook.

The task ahead is clear: AI will not shape education on its own. The balance of power will. It is time for education unions to take the lead and shape change collectively.

References

Albrechtsen C. and Jensen T. W. (2026). *AI in EDU Interim Survey Findings on Advocacy: How Are Education Unions Engaging with Policy?* Brussels: European Trade Union Committee for Education. ETUCE publication.

Arienzo A. and Stevenson H. (2026). *Your Turn 2: New Insights into Union Renewal*. Brussels: European Trade Union Committee for Education. ETUCE research report.

Ashwini K.P. (2024). *Contemporary Forms of Racism, Racial Discrimination, Xenophobia and Related Intolerance: Report of the Special Rapporteur*. A/HRC/56/68. United Nations Human Rights Council. Official OHCHR publication.

Biström E. and Mollwing J. (2026). "AI in Education and the Future of Teachers' Meaningful Work." *Frontiers in Education*, 11, Article 1844085. Full article.

Council of Europe (1981; amended 2018). *Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data*, ETS No. 108, as amended by Protocol CETS No. 223, commonly referred to as Convention 108+. Convention 108 and Protocols.

Council of Europe (1996). *European Social Charter (Revised)*. European Treaty Series No. 163. Strasbourg: Council of Europe. Official treaty text.

Council of Europe (2024). *Framework Convention on Artificial Intelligence and Human Rights, Democracy and the Rule of Law*. Council of Europe Treaty Series No. 225. Official treaty text.

Council of Europe (2026a). *HUDERIA: Methodology and Model*. Strasbourg: Council of Europe. Official HUDERIA publication.

Council of Europe (2026b). *Recommendation CM/Rec(2026)1 of the Committee of Ministers to Member States on Equality and Artificial Intelligence*. Official recommendation.

Council of Europe (2026c). *Recommendation CM/Rec(2026)12 of the Committee of Ministers to Member States on Artificial Intelligence Literacy*. Official recommendation.

Council of Europe (2026d). *Resisting Disinformation: Ten Building Blocks to Strengthen Information Integrity*. Strasbourg: Council of Europe. Council of Europe publication.

Council of the European Communities (1989). *Council Directive 89/391/EEC on the Introduction of Measures to Encourage Improvements in the Safety and Health of Workers at Work*. OJ L 183, 29 June 1989, pp. 1–8. Official EUR-Lex text.

Council of the European Union (2000a). *Council Directive 2000/43/EC Implementing the Principle of Equal Treatment between Persons Irrespective of Racial or Ethnic Origin*. OJ L 180, 19 July 2000, pp. 22–26. Official EUR-Lex text.

Council of the European Union (2000b). *Council Directive 2000/78/EC Establishing a General Framework for Equal Treatment in Employment and Occupation*. OJ L 303, 2 December 2000, pp. 16–22. Official EUR-Lex text.
Education International (2019). *Resolution on Adoption of the EI/UNESCO Global Framework of Professional Teaching Standards*. Resolution adopted by the 8th Education International World Congress. Education International resolution.
Education International (2024a). *Data Collection and Privacy in Education*. Resolution adopted by the 10th Education International World Congress, Buenos Aires, 29 July–2 August 2024.
Education International (2024b). *Technology, Artificial Intelligence and the Future of the Teaching Profession*. Resolution adopted by the 10th Education International World Congress, Buenos Aires, 29 July–2 August 2024.
Education International and UNESCO (2019). *Global Framework of Professional Teaching Standards*. Education International publication.
ETUCE (2024). *Impact of Artificial Intelligence-enabled Technologies on Education*. Policy Paper adopted by the 2024 ETUCE Conference. Brussels: European Trade Union Committee for Education. ETUCE policy paper.
ETUCE (2025). *Defending Europe's Digital Sovereignty and Democratic Values against Deregulation Pressures*. Brussels: European Trade Union Committee for Education. ETUCE policy document.
ETUCE (2026). *Elaborated ETUCE Response to the European Commission's Consultation on the Upcoming Education Package: Quality Education for All for 2040 Roadmap, EU Teachers Agenda, Strengthening Basic Skills, Digital Sovereign Infrastructure in Education*. Brussels: European Trade Union Committee for Education.
ETUCE and EFEE (2025). *Agreement on Telework and the Right to Disconnect*. European autonomous framework agreement in the education sector. ETUCE publication.
European Commission (2000). *Communication from the Commission on the Precautionary Principle*. COM(2000) 1 final. Brussels: European Commission. Official EUR-Lex record.
European Commission (2026a). *The Teaching Profession in the EU: A Comparative Analysis Building upon the TALIS 2024 Results*. Luxembourg: Publications Office of the European Union. European Commission publication.
European Commission, Directorate-General for Education, Youth, Sport and Culture (2026b). *Guidelines for Teachers and Educators on Tackling Disinformation and Promoting Digital Literacy through Education and Training*. Revised edition. Luxembourg: Publications Office of the European Union. European Commission publication.
European Parliament and Council of the European Union (2002). *Directive 2002/14/EC Establishing a General Framework for Informing and Consulting Employees in the European Community*. OJ L 80, 23 March 2002, pp. 29–34. Official EUR-Lex text.
European Parliament and Council of the European Union (2006). *Directive 2006/54/EC on the Implementation of the Principle of Equal Opportunities and Equal Treatment of Men and Women in Matters of Employment and Occupation*. OJ L 204, 26 July 2006, pp. 23–36. Official EUR-Lex text.

European Parliament and Council of the European Union (2016). *Regulation (EU) 2016/679 on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of Such Data* (General Data Protection Regulation). OJ L 119, 4 May 2016, pp. 1–88. Official EUR-Lex text.

European Parliament and Council of the European Union (2024). *Regulation (EU) 2024/1689 Laying Down Harmonised Rules on Artificial Intelligence* (Artificial Intelligence Act). OJ L, 2024/1689, 12 July 2024. Official EUR-Lex text.

European Union (2012a). *Charter of Fundamental Rights of the European Union*. OJ C 326, 26 October 2012, pp. 391–407. Official EUR-Lex text.

European Union (2012b). *Consolidated Version of the Treaty on the Functioning of the European Union*. OJ C 326, 26 October 2012, pp. 47–390. Official EUR-Lex text.

Frau-Meigs D. (2024). *User Empowerment through Media and Information Literacy Responses to the Evolution of Generative Artificial Intelligence*. Paris: UNESCO. UNESCO publication.

International Labour Organization (1949). *Right to Organise and Collective Bargaining Convention*, 1949 (No. 98). Official ILO NORMLEX record.

International Labour Organization (1958). *Discrimination (Employment and Occupation) Convention, 1958 (No. 111)*. Official ILO NORMLEX record.

International Labour Organization (1971). *Workers' Representatives Convention, 1971 (No. 135)*. Official ILO NORMLEX record.

International Labour Organization (1981a). *Collective Bargaining Convention, 1981 (No. 154)*. Official ILO NORMLEX record.

International Labour Organization (1981b). *Occupational Safety and Health Convention, 1981 (No. 155)*. Official ILO NORMLEX record.

International Labour Organization (1997). *Protection of Workers' Personal Data: An ILO Code of Practice*. Geneva: International Labour Office. Official ILO publication.

Jensen T. W. and Albrechtsen C. (2026a). *AI in EDU Interim Survey Findings on Collective Bargaining: How Are Education Unions Responding to AI's Impact on Educators' Work and Working Conditions?* Brussels: European Trade Union Committee for Education. ETUCE publication.

Jensen T. W. & Albrechtsen C. (2026b). *Balancing AI in education: Educators' work, working conditions and trade union action in Europe*. Brussels: European Trade Union Committee for Education.

Kivinen K. (2026). "Copyright and Generative AI: Considerations for Educators." In Ponce Del Castillo A. (ed.), *Governing Artificial Intelligence in the Higher Education Sector: Sociotechnical Perspectives, Regulatory Challenges and Working Conditions*. Brussels: ETUI and ETUCE, pp. 85–90. ETUCE publication.

Mäntysaari P. (2026). "The Impact of Generative AI on the Intellectual Property Rights of Academics: A Trade Union Perspective." In Ponce Del Castillo A. (ed.), *Governing Artificial Intelligence in the Higher Education Sector: Sociotechnical Perspectives, Regulatory Challenges and Working Conditions*. Brussels: ETUI and ETUCE, pp. 91–103. ETUCE publication.

Miao F. and Holmes W. (2023). *Guidance for Generative AI in Education and Research*. Paris: UNESCO. UNESCO publication. DOI.

OECD (2025). *Results from TALIS 2024: The State of Teaching*. Paris: OECD Publishing. OECD publication.

OECD and European Union (2026). *Empowering Learners for the Age of AI: An AI Literacy Framework for Primary and Secondary Education*. Paris: OECD Publishing. DOI.
SNES-FSU (2023). "IA génératives: pour un principe de précaution en éducation." 14 December 2023. SNES-FSU article.
Tangi L., Rodriguez Müller P. and Combetto M. (2025). "A Silent Partner: The Shadow Presence of Generative Artificial Intelligence in Public Administrations." In *Electronic Participation: ePart 2025*, Lecture Notes in Computer Science, vol. 15978. Springer, pp. 69–86. DOI.
UNESCO (1960). *Convention against Discrimination in Education*. Paris: UNESCO. Official UNESCO text.
UNESCO (1997). R*ecommendation concerning the Status of Higher-Education Teaching Personnel*. Paris: UNESCO. Official UNESCO publication.
UNESCO (2021a). *Recommendation on the Ethics of Artificial Intelligence*. Paris: UNESCO. Official UNESCO publication.
UNESCO (2021b). *Recommendation on Open Science*. Paris: UNESCO. Official UNESCO publication. DOI.
UNESCO (2023). *Ethical Impact Assessment: A Tool of the Recommendation on the Ethics of Artificial Intelligence*. Paris: UNESCO. Official UNESCO publication. DOI.
UNESCO (2024). *AI Competency Framework for Teachers*. Paris: UNESCO. Official UNESCO publication.
United Nations (1989). *Convention on the Rights of the Child*. Adopted by General Assembly Resolution 44/25. Official OHCHR text.
United Nations (2006). *Convention on the Rights of Persons with Disabilities*. Adopted by General Assembly Resolution 61/106. Official OHCHR text.
United Nations Committee on the Rights of the Child (2001). *General Comment No. 1: The Aims of Education (Article 29)*. CRC/GC/2001/1. Official OHCHR publication.



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