

Article XXX. Artificial Intelligence (AI)

GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |
Agreed Upon Language | Status Quo

Section 1: Notification of AI-Related Policy Implementation

The University agrees to notify the Union about any AI-related policies that are likely to impact GE working conditions ahead of these policies implementation. The University shall notify the Union via written communication at least thirty (30) working days prior to implementing new Artificial Intelligence technology. The parties agree to discuss AI as it relates to GE working conditions and this contract in the context of monthly Labor Management meetings (LMM).

Section 2: Job Replacement

The University shall not implement Artificial Intelligence systems for use in GE work in a way that results in the displacement or replacement of employees within the bargaining unit. GE work refers to products created by a GE which includes but is not limited to course materials and lecture materials (e.g. syllabi, lesson plans, assessments, class recordings, assignment prompts); assessment of assignments (e.g. grading); teaching, research, name, likeness and performance. GE work expectations shall not be changed due to the implementation of AI by the supervisor and AI use shall not be assumed when calculating GE workload. When GEs are apprised of available GE assignments (in accordance with Article 9), notification of which assignments require AI use must be included. Supervisors shall notify the GE in writing if the use of AI is required to complete GE work and meet with GEs prior to the start of the appointment to discuss AI in GE work. A GE has the right to refuse to use AI in their GE work when not notified accordingly or when equivalent work can be done without AI use; and GEs shall not be disciplined for declining to use AI for GE work as defined in ARTICLE 16.

Section 3: Protecting GE Work from Being Used for Training AI Systems

The University shall not utilize or profit from the use of past or present GE work in the training of AI systems without written and informed consent of the GE. This consent must be obtained through an individual form (e.g. Qualtrics) and must not be coerced. In addition to the list in Section 2 above, GE work includes all files and information contained within University software, that have been produced by or uploaded by GEs, including but not limited to learning management systems (e.g., Canvas, Panopto), cloud storage systems (e.g., Microsoft Suite), and student information services (e.g., Banner, Ellucian and DuckWeb).

Section 4: Electronic Monitoring

The University shall not use electronic monitoring to track how much time GEs are spending on the tasks assigned to them. This includes electronic monitoring through LMS (e.g. Canvas) or other GE work-related software.

45 All information gathered by electronic monitoring is protected under academic freedom
46 as defined in ARTICLE X.

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48 The University shall operate any electronic monitoring in accordance with state and
49 federal law, rule, and regulation.

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51 Section 5: Prohibition of Discriminatory Practices

52 The University shall not use surveillance technologies in any manner that results in
53 discrimination based on race, gender, age, disability, or any other protected class as
54 designated in ARTICLE 8.