Article 32
ARTIFICIAL INTELLIGENCE USE

32.1 Policy and Definitions

(a) Definition. Artificial intelligence (AI) includes technologies that generate or assist in producing content or performing analytical or operational functions. This includes generative AI systems that create text, images, audio, code, or other materials based on data patterns.

(b) Scope. The parties acknowledge that AI technologies are evolving and their application may change over time and vary from one discipline to another.

(c) Appropriate Access. Faculty shall have access to University-provided AI technology and are free to use those tools for their work in accordance with all University policies. Faculty who need specialized AI technology for their work shall obtain it through the existing University protocols and procedures to ensure costs, security risks, and policies are appropriately accounted for.

(d) Faculty may use specialized open access AI models where their work is contributing to open scholarship initiatives, provided that no legally protected data (e.g., FERPA, HIPAA) are included and they comply with all University data policies.

(e) The University is responsible for publishing any policies that affect a faculty member's use of AI technology.

32.2 Faculty Rights and Academic Freedom

(a) Right of Use. Faculty may elect whether to use artificial intelligence in the performance of their assigned duties in research, teaching, and service. The refusal to use AI products or technologies shall not, by itself, be the basis for disciplining faculty, except where the use of such technologies is a stated requirement of the position or assignment, including duties that involve instruction or work related to AI. In particular, AI initiatives shall not override individual faculty pedagogical discretion and practices deemed appropriate and ethical within the area of expertise.

(b) Evaluations and Appointments. Appointments; reappointments; promotion and tenure; evaluations, including post-tenure review and chair review; and terminations may not be based primarily on data and information from AI technologies.

32.3 Workload and Mitigations.

(a) In the event the University requires the use of a specific AI tool and such requirement results in a demonstrable, material increase in a faculty member's assigned workload, the University may adjust assigned duties, in accordance with University policies and consistent with the provisions outlined in Article 9.

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32.4 Professional Training and Support

(a) Provision of Tools. The University shall provide faculty access to tools and applicable guidance to use university-integrated AI systems in the performance of their assigned duties.

(b) Training Opportunities. When the University requires the use of a new artificial intelligence system, training opportunities shall be provided to affected faculty to support effective use of such system.

(c) Nothing in this section shall limit the University's ability to establish performance expectations or evaluate assigned duties provided that 32.4 (a) & (b) have been satisfied.

32.5 Oversight.

The university-level IT advisory body, currently the IT Governance Council, shall include faculty representation. All meetings will be listed on the University's ITS website.

32.6 Authority Over Curriculum and Academic Integrity

(a) Human-Led Instruction. The University and UFF share an interest in maintaining human-led instruction and shared governance over curricula. Faculty and administrators maintain ultimate authority over the curriculum. Faculty may use University-contracted AI technology in the development of classroom materials, research, creative and scholarly activity, and other related intellectual property; however, such use remains subject to applicable academic professional standards, legal or ethical requirements, including, where relevant, appropriate disclosure of AI use.

(b) Plagiarism Enforcement. The University will seek to provide technologies that can reliably assist faculty in identifying student plagiarism and other forms of cheating through the use of AI.

32.7 Work Monitoring.

(a) Prohibitions on Electronic Monitoring. The University is prohibited from using AI specific technology in electronic monitoring that:

(1) results in the violation of labor and employment laws;
(2) records workers in bathrooms, locker rooms, or dressing rooms.
(3) utilizes AI-enabled technology to monitor faculty through eye-tracking, attention-monitoring, or similar behavioral surveillance technologies as a routine employment practice.
(4) conducts real-time monitoring of faculty computer activity, including keystroke tracking, except when necessary for safety, security, operational integrity, compliance, or investigations involving alleged misconduct or policy violations.

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(b) The University commits to maintaining its cybersecurity infrastructure to protect University data in alignment with University policies on data use, protection, and security.

32.8 Intellectual Property and Digital Likeness.

(a) Intellectual property rights related to faculty work shall be governed by Article 18 and applicable University policies.

(b) The University will not use or contract the use of AI to create or distribute content simulating a faculty member's identifiable voice or image without the faculty member's prior written consent.

(c) Use of Licensed AI Tools. The use of University-licensed or University-provided AI tools by a faculty member in the course of their regular teaching, research, or service assignments shall not constitute the use of "Appreciable University resources" under Article 18.2(c), and shall not be used by the Board as a basis to assert institutional ownership over the resulting work or instructional materials.

(d) In cases where University-licensed AI products are found to have violated faculty data privacy and/or intellectual property rights, the University will follow all applicable laws in enforcing the terms of the contract with the vendor.

32.9 Enforcement and Dispute Resolution.

(a) Grievability. Alleged violations of this Article may be processed as grievances pursuant to Article 20 (Grievance Procedure and Arbitration).

(b) Effort Disputes. Any disputes regarding the level of effort assigned on the Assignment of Responsibility attributed to technological implementations under this Article shall be resolved exclusively in accordance with Appendix H (Exclusive Assignment Dispute Resolution Procedure).

32.10 Nothing in this article shall limit the University's ability to conduct investigations or implement security and monitoring practices consistent with law and institutional policy.

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