

MOU: AI and Digital Workplace Rights

Both the United Faculty of Florida (UFF) and the University of Central Florida (UCF) recognize that electronic and digital innovations and technology can be beneficial to the workplace and the learning environment. Yet some electronic workplace technologies can be disruptive and counterproductive to effectively completing scheduled duties and assignments. We believe it is best to commit to communication and cooperation when new technologies or digital innovations are introduced, and to protect colleagues' time and autonomy. This MOU outlines commitments of UCF administrators and faculty regarding time, technology, teaching, promotion and review, and participation in the context of AI and emerging digital technologies.

Technology: If the University plans to roll out new or substantively updated new workplace technologies including generative AI platforms, then the University will schedule a Consultation (CBA Article 2) with UFF leadership and knowledgeable representatives of the new or updated digital technologies systems so that UFF can determine the impact of these new digital systems to the workplace.

Teaching: An employee in the bargaining unit must be an instructor of record on every course offered to undergraduate and graduate students including individualized courses like Independent Studies and thesis/dissertation credit hours. AI or other automated algorithms solely cannot oversee faculty to student contact: only instructional faculty from the bargaining unit may play that role.

Employment: Generative AI and automation shall not be used to terminate or layoff a bargaining unit employee or eliminate a position covered by the collective bargaining agreement or employee benefits under the collective bargaining agreement. Generative AI and automation shall not replace or serve in lieu of any in unit employee or job classification.

Promotion and Review: Generative AI or other automated systems shall not be used as the sole or primary reviewer of employment applications or advancement or promotion materials for faculty positions, nor shall they be used to make employment eligibility, hiring determinations, or promotion decisions without direct and substantive human oversight by designated hiring officials.

Participation: When an employee's job description or assignment does not require use of AI or other digital technologies, an employee may voluntarily decide which if any digital technologies to employ in the performance of his/her/their duties, opting out of systems or platforms deployed in the workplace.

Evaluations: An employee, whose job description or assignment does not require use of AI or other digital technologies, cannot be evaluated negatively for not employing said technologies in the performance of their duties. A supervisor or other administrator cannot use an AI generated summary or analysis of a bargaining unit member when evaluating yearly work assessments, Performance Improvement Plans (PIP) or post tenure review.

Right to Opt-Out:

- Employees in the bargaining unit can elect to opt out of the use of their personal intellectual property, including courses, publications and written or verbal communications, to any Generative AI systems that are designed to generate text, audio, video or visual based responses to communication, and will be instructed how to prohibit the use of their aforementioned intellectual property- which might be used for training, ingesting or facilitating AI platforms and systems.
- The University shall not use any such data for training AI systems, commercial purposes, or any use beyond the immediate scope of employees in the bargaining unit without prior explicit, informed, and revocable consent from the individual(s) involved.
- Employees in the bargaining unit have the right to access, review, correct, and request deletion of their personal and professional data held within any University or third-party AI technology platforms.
- The University agrees not to transfer, sell, or disclose any employees in the bargaining unit's data to third parties without explicit permission and a legally binding agreement that protects the rights and interests of the faculty or staff.
- The University will maintain transparency by providing clear disclosures on what data is collected, how it is processed, stored, and secured, and will establish accountable processes for protecting data privacy and security in compliance with applicable laws and regulations.

Right to Opt-In: Employees in the bargaining unit can opt-in and use digital technologies or AI in pursuit of fulfilling their workplace duties including research, teaching and service when appropriate, ethical and in compliance within standards and policies of academic conduct. To the extent allowed by third party service agreements, university policies and regulations, employees in the bargaining unit shall retain full ownership rights to any intellectual property, course materials, publications, research data, and any personal or professional data generated during their employment through use of digital technologies including AI. Any AI systems adopted for use by the University those AI systems third party terms of service agreements shall be made accessible to all bargaining unit employees.

Legislative Compliance: In the event the state of Florida or the University through legislation, policy or regulation requires the use of Generative AI for searching data, course materials, papers or publications created by individuals in the bargaining unit, the bargaining unit will be notified before the process takes place. If the University flags for further scrutiny in unit employees through the use of Generative AI by scanning or searching data, course materials, papers or publications and before an account is recorded it must be verified through human review and not based on Generative AI alone. During this process any results which will be reported will be disclosed to the employee in the bargaining unit so that he/she/they can respond to the allegations. The response will become part of the report or record.

AI Profile: If AI will be used to create an AI profile or avatar of a bargaining unit member the bargaining unit member must be given in writing a disclosure of the implications to having an AI

profile constructed and the University must seek written permission to allow the bargaining unit member to opt-in.

This MOU shall be in force until a new CBA has been ratified, or until the parties mutually agree to vacate the MOU, whichever occurs earlier.

Signed this _____ day of XXXX, 2025.

Charles H. Reilly, UCF-BOT Representative Robert Cassanello, UCF-UFF Representative