ARTICLE 32

ARTIFICIAL INTELLIGENCE USE

32.1 Digital Workplace. UFF and UCF recognize that digital technologies, including artificial intelligence, can benefit the workplace and learning environment but may also disrupt the completion of assigned duties. This section governs the use of AI and emerging digital technologies with respect to time, technology, teaching, promotion and review, and employee participation. For the remainder of this section, "AI" refers to AI, generative AI, and other autonomous thinking computation systems that create text, images, audio, code, or other materials based on data patterns. The parties acknowledge that AI technologies are evolving and their application may change over time and vary from one discipline to another.

32.2 Access.

(a) Technology: Before rolling out new or substantially updated workplace technologies, including AI platforms, at the College or University level, the University will consult with UFF leadership and knowledgeable representatives, consistent with Article 2.

(b) 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.

(c) Open Models: 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.

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

(e) 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.

(f) Oversight: University AI initiatives shall include faculty representatives from a range of disciplines.

32.3 Rights of Use.

(a) Faculty may elect whether to use artificial intelligence in the performance of their assigned duties in research, teaching, and service. The refusal or choice to use AI products or technologies shall not 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) Employees may opt out of having their personal intellectual property, including courses, publications, reports, creative works, and communications, used to train generative AI systems, and will be told how to do so.

(c) The University shall not use such data for AI training, commercial purposes, or any use beyond the bargaining unit's employment scope without prior explicit, informed, and revocable consent.

(d) Employees may access, review, correct, and request deletion of their personal and professional data held within any University or third-party AI platform.

(e) The University will not transfer, sell, or disclose employee data to third parties without explicit permission and a legally binding agreement protecting employee interests.

(f) The University will disclose what data is collected and how it is processed, stored, and secured, and will maintain accountable data privacy and security practices consistent with applicable law.

32.4 Workplace.

(a) Teaching: A human employee must serve as instructor of record on every course, including Independent Study and thesis/dissertation credit. AI shall not be the sole instructor of a course. 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) Employment: Appointments; reappointments; promotion and tenure; evaluations, including post-tenure review; lay-offs; and terminations shall not be based primarily on data and information from AI technologies – they must include human oversight. Supervisors shall not rely on an AI-generated summary or analysis of a bargaining unit member in yearly evaluations, Performance Improvement Plans, or post-tenure review.

(c) Workload: 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 shall adjust assigned duties, in accordance with University policies and consistent with the provisions outlined in Article 9.

(d) Monitoring: The University is prohibited from using AI specific technology in electronic monitoring that: results in the violation of labor and employment laws; records workers in bathrooms, locker rooms, or dressing rooms; conducts real-time monitoring of faculty computer activity, including keystroke tracking, except when necessary for safety, security, or official employment related investigations initiated and conducted by the university’s central administrative offices.

(e) Intellectual Property: Employees retain full ownership of intellectual property and data generated using AI technologies, to the extent allowed by third party agreements and Article 18. 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, and shall not be used by the Board as a basis to assert institutional ownership over the resulting work or instructional materials.

(f) Avatars: 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.

(g) Violations: 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.

(h) Legislative Compliance. If Florida law or University policy requires using generative AI to search employee data, course materials, or publications, the bargaining unit will be notified beforehand. Any results flagging an employee for scrutiny must be verified through human review, not generative AI alone, before being recorded. The employee will be given the flagged results and an opportunity to respond, and that response will become part of the record.

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

32.6 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 F (Exclusive Assignment Dispute Resolution Procedure).