

LETTER OF UNDERSTANDING

Artificial Intelligence (“AI”) in the Workplace

For the purposes of this Letter, ‘AI System’ (as set out in section 1(1) of Ontario’s Enhancing Digital Security and Trust Act) is defined as a machine-based system that infers from inputs how to generate predictions, content, recommendations or decisions. ‘Generative AI (“GenAI”)’ is a category of AI system that derives new versions of text, audio, or visual imagery, usually from large bodies of data, in response to user prompts. GenAI can be used in stand-alone applications (e.g., CoPilot) or incorporated into other applications (e.g., Microsoft Bing and/or Microsoft Office Suite).

The Employer has developed the following general principles in respect of the use of GenAI technologies:

- Ethical Use: Adhering to ethical standards, particularly in applications with significant social impact
- Transparency: Clear understanding and appropriate disclosure to others of how GenAI technology is incorporated into solutions, how it makes use of data, and how it is incorporated into decision-making processes along with potential impacts
- Accountability: Establishing responsibility for outcomes produced by the GenAI technology AI system. AI-generated content can be factually inaccurate, misleading, or biased.
- Sustainability: Consideration of the environmental impact of GenAI systems when weighing the appropriateness of a GenAI-based solution
- Privacy and Intellectual Property Protection: Safeguarding sensitive data and intellectual property from unauthorized access or misuse
- Security: Implementing robust measures to protect GenAI technologies systems from cyber threats and data breaches

Human Oversight & Accountability

Use of AI Systems by the Employer, and/or by employees in the bargaining unit in the fulfilment of their duties, shall be consistent with the provisions of this Collective Agreement; transparent to the employees who are materially affected by that use; and subject to human oversight and accountability for the processes, decisions, and outcomes that result directly from the use of AI Systems. AI systems shall not be used to make decisions related to the terms and conditions of employment of employees in the bargaining unit without human review and final approval of such decisions.

Disclosure of AI System(s)

The Employer shall provide the Union with written notice at least sixty (60) days before first operational use, or a material change in use, of an AI system that is intended to provide input for hiring, employee performance evaluation, or disciplinary decisions concerning bargaining-unit employees. Notice shall identify the system and purpose, data collected or processed, role in decision-making, and reasonably anticipated effects, if any, on the terms or conditions of employment.

Training and Skills Development

The Employer shall offer training and skills development for Employer-approved AI tools introduced to assist in the performance of assigned duties.

Employee Personal Information and Intellectual Property

The Employer will not knowingly submit employee personal information to any AI system that has not been fully vetted in accordance with the University’s privacy, security and information technology policies and procedures. Further, the Employer shall not knowingly submit employee-owned intellectual property to any AI system without the employee’s prior, express and informed consent.

Data For Training of AI System(s)

The Employer shall not use or authorise the use of employee personal information, employee-related metadata, or employee-owned intellectual property to train, fine-tune or otherwise update the learned parameters of an AI model without the employee’s prior, express and informed consent. Retrieval, indexing or processing solely to provide an authorised service (without updating learned model parameters) is not training under this provision and does not require consent.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.