Employer Answers to Union Questions about the Letter of Understanding on Artificial Intelligence in the Workplace

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Question	Answer
1. Why does the Employer favor a Letter of Understanding as opposed to article language about Artificial Intelligence (AI)	A letter of understanding "gives more flexibility" than an article in the Collective Agreement. It is a space to set out values, concepts, and principles which are useful for complex issues like AI.
2. On the "general principles in respect of the use of GenAI technologies": by whom and in what context were these processes developed? Do they extend to the use of non-generative AI systems?	These principles were issued under the approval of the VP Finance and Administration. The principles "should be taken as written," and they "don't extend to anything they don't extend into."
3. What accountability and enforcement mechanisms accompany the university's general principles on the use of GenAI?	Employer "can't pin down" the issue of accountability. These principles are meant to provide a framework and not intended to be super prescriptive. If an issue were to arise, hopefully we could "sit down and have a discussion" about any concerns.
4. The Employer's AI counter offers "human oversight" as a measure to ensure accountability. Where are such measures currently in place at York? For example, the Union has expressed concerns with how eligibility for funds is being determined within the FAAS portal. Is this an example where decisions are made through a combination of AI and human oversight?	AI tools will not change the structures in place in the university, so the same person who is responsible for decision-making remains responsible whether AI tools are used or not. "The Employer doesn't want to defer accountability or responsibility to a tool or correct other structures to do it." It is the employer's understanding that AI did not have a role in the FAAS portal issues that have been raised in the Labour Management Committee. Discussion may resume when Heather Moore (of FGS) is present.
5. What are some use cases/examples of how AI is currently used by the Employer?	They did not know, beyond what is on the public-facing website. Employer will look for answers and get back to us.

6. What mechanism does the Employer envision to make the use of AI "transparent to the employees who are materially affected by that use"? What is meant by "materially affected" here?	The Employer bears the onus to disclose AI systems; "materially affected" should be interpreted as in case law.
7. On "Disclosure of AI System(s)": would the Employer be agreeable to making the disclosure of AI systems retroactive upon signing the CA, to ensure that the union understands what tools are currently used by the York administration, and how?	Yes: this fits with their values of transparency.
8. When York University adopts a new AI system for its operation, what risk assessments are conducted?	They did not know and will get back to us with an answer.
9. Are teaching materials covered by the proposed language on "Employee Personal Information and Intellectual Property"? (Examples: study guides, discussion questions, slides, worksheets, learning resources, bibliographies…)	They did not know and will get back to us with an answer.
10. How is IP understood for Unit 1 members in particular outside of the research context outlined by FGS?	Employer wants to put this question to the side since it intersects with a U1 IP proposal. The employer was informed that it was not possible to compartmentalize these issues.
11. How does the LOU address the concerns about job security flagged by the union?	"Quite frankly, it's not responsive to those concerns. It doesn't engage job security."
12. The university's best guidelines for GenAI in Teaching emphasize choice for peers, colleagues, and students; the union has made clear that consent and choice are key priorities for our members. How does the employer's LOU ensure this best practice for employees?	The employer doesn't want to create a right to opt out of work or engage in collective consent practices. Work is very likely to change and evolve as with any new technology; "I think we were straight from the start that work is very likely to change."
13. What are the consequences for members who reject working with AI?	Employer says it would be dealt with as any other refusal to work/rejection

	of instructions; says that "hopefully we can work those things out in a collaborative way."
14. When the LoU says this technology "will be subject to human oversight and accountability," what office or person will be responsible for that? And, when that point continues with "processes, decisions, and outcomes directly related to" this technology, what is the criterion for distinguishing direct and indirect processes/decisions/outcomes? Who is responsible for those indirect or unintended consequences?	As stated earlier, the structure of the university is not changed by the use of AI tools, so accountability mechanisms do not change. Says "direct versus indirect" should be understood as elsewhere in the CA, "we're not here to redefine words or terms."
15. Under the section "Data for Training of AI Systems", what does "Retrieval, indexing or processing" refer to?	They did not know and will get back to us with an answer.