

ARTICLE 44 TECHNOLOGY

A. DEFINITIONS

1. The parties acknowledge the definition of Generative Artificial Intelligence (GAI) includes but is not limited to Generative Artificial Intelligence, Artificial General Intelligence, Artificial Super Intelligence etc. The parties agree that the term generally refers to a subset of software that learns patterns from data and produces content based on those patterns, and may employ algorithmic methods. These services include but are not limited to, Azure AI, ChatGPT, Claude, Dall-E, Gemini, Grok, Llama, MidJourney, Vertex AI, Zoom, etc.
2. The parties identify the following sites of concern: The “classroom,” representing the physical space of instruction and accommodations technology; the “learning management system” (LMS) representing any virtual space of instruction; “campus systems” representing any administrative software (e.g., Trellix) with access to instructor or instruction data; and “personal devices” representing technological devices procured by Unit 18 members using personal funds including grants and other forms of research funding.
3. The parties identify “data” to include digital information, biometric identification data, communications, personal information, instructional materials and recordings, and student work produced in the course of instruction. In accordance with Article 9.D, the parties agree that an instructor’s data is their intellectual property.
4. “Legally required data” refers to the data which the institution is mandated by law to collect.
5. “Superfluous data” refers to additional, behavioral, location, or metadata collected by vendors for their own internal use or commercialization.
6. Unit 18 Technology Representative: Refers to the designated Unit 18 member for each campus who receives release time to work in conjunction with the University. Their role involves the review, preparation, and formal acceptance of

contracts with vendors concerning technology and media utilized on campus.

B. PROCEDURES

1. The University shall not assign or reassign Unit 18 work to AI software.
2. AI shall not be used to justify increases in class sizes or reduce or replace Unit 18 faculty member positions.
3. All courses offered by the University shall be instructed by a qualified human instructor or instructors. No course shall be offered without a human instructor of record.
4. Courses and other assigned duties will not be created or redesigned so that technology, including but not limited to AI platforms, will act to displace work conducted under the Unit 18 job title or support from teaching assistants (TA).
5. The University shall submit to the Unit 18 Technology Representative of each campus an annual report which shall contain the following information about their campus:
 - a. all legally required and superfluous data collected by the University;
 - b. any data shared manually with third parties; and
 - c. the identity of all third parties that accessed such data.
6. Within thirty (30) calendar days of receipt of the annual report, the Unit 18 faculty member shall have the right to elect one of the following options:
 - a. receive remuneration for any superfluous data collected or shared;
or
 - b. require the University and any third party to permanently erase all such data.

7. At the start of each academic term, Unit 18 faculty members may request that their superfluous data not be shared with any third party. Faculty members exercising this right shall forfeit eligibility for remuneration related to data collected during that term.
8. The University shall provide an annual environmental impact report on any GAI licensed software and hardware.
9. The University is required to make all correspondence and RFI productions documents text-searchable.

C. EDUCATIONAL TECHNOLOGY

1. Unit 18 faculty members shall have the sole discretion to determine which, if any, software, tech policies, or digital tools are used to facilitate learning in their courses.
2. The University shall make classroom technologies available to Unit 18 faculty members.
3. All available recording and monitoring hardware or software (including but not limited to the ability to create automatic transcriptions) must be opt-in by a Unit 18 faculty member, or all faculty members in cases of team teaching.
4. The University shall not consider, analyze, or include a Unit 18 faculty member's refusal to use a specific technology in their evaluations, merit reviews, or disciplinary reports.
5. The University shall not lay off or reduce the appointment of a Unit 18 faculty member who is qualified to teach a course solely because the Unit 18 faculty member requires training to teach the course with media and technologies. Training may be provided at the level of the program, department, school, or through an appropriate campus-wide center, such as a Center for Teaching and Learning or a Center for Online Instruction.

- a. Unit 18 faculty will make a good faith effort to ensure web accessibility of instructional materials.
- b. Training will be provided to support Unit 18 faculty in improving accessibility.
- c. Unit 18 faculty will be compensated for time spent in training.

D. UNIT 18 TECHNOLOGY REPRESENTATIVES

1. The parties agree that all technology related to University contracts with potential to collect data or affect workload shall require approval from a compensated Unit 18 Technology Representative at each campus prior to implementation or adoption.
 - a. Unit 18 Technology Representatives will undergo technology accessibility training provided by the University.
2. The Unit 18 Technology Representatives referenced in D 1 shall receive one (1) course release weighted at minimum 1 IWC per term, or 1 IWC per term if the assigned duties are other than teaching, for the duration of such service.

E. PERSONAL DATA

1. The University shall provide at least 48 business hours notice prior to accessing Unit 18 faculty member's personal data. The University shall not access a faculty member's personal data without prior written consent of the Unit 18 faculty member.
2. If immediate action is deemed necessary by the University that prevents prior notification, notification will be provided within 48 hours of access to the personal data of U18 faculty members affected. Included with this notification will be a report as to which Unit 18 faculty data was accessed and the justification for accessing this data.
3. If a Unit 18 faculty member's personal data is accessed or shared with a third party in violation of current privacy protections, the Unit 18 member

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will receive a lump sum equal to thirty (30) years of the affected Unit 18 member's salary at one hundred percent (100%).

4. Unit 18 faculty members have a right to use their personal devices in support of their instructional or other assigned duties, and cannot be required to install software by the University in order to use their personal devices.