

Faculty Proposals – Article 13

The following initial proposals were presented to the CEC negotiations team on July 23, 2024. Below, you will find our overview of the proposals as well as the specific changes to the Collective Agreement that we tabled. In the margins of the tables below, you will find brief notes explaining the intent of the changes.

Demands

The following academic freedom, intellectual property, copyright and collegial governance demands were passed by delegates from the 24 Ontario college locals, at our final demand-set meeting in March 2024. They were drafted following an extensive consultation process with faculty across the province, including surveys and local demand set meetings:

- Create faculty-majority collegial governance structures to ensure a meaningful role for faculty in academic decision-making including, but not limited to, strengthening decision making authority over course materials and modes of delivery and evaluation.
- Establish intellectual property rights for all educational materials produced in the course of employment; recognize faculty ownership of all performances in the course of employment, regardless of mode of delivery.

Overview

The Ontario college system is expanding rapidly. Enrolment has skyrocketed and course deliveries now commonly include artificial intelligence and multiple modes. Our teaching environments now reach to students in all locations of the province (regardless of the location of faculty), and to the majority of students whose first language is not that of instruction, and to an escalating population of students with complex needs. This complexity of teaching and learning has occurred in the face of the system accruing millions of dollars of annual surplus – year after year. The need for faculty voice in stronger quality assurance measures has never been as important.

Academic Freedom is recognized in the current Article 13.02 as “fundamental to the realization and preservation of the College’s Commitment to academic excellence”. In the performance of their duties, faculty are actively engaged in the implementation of academic freedom. They remain well-positioned to provide academic leadership and collegial decision-making; indeed, this is an expectation of students, and of the public. It is important that our Collective Agreement explicitly reflects this understanding, particularly as it relates to course materials, modes of delivery, and evaluation of student learning.

Similarly, faculty intellectual property rights within our Collective Agreement enables both parties to actively uphold our shared commitment to academic excellence, and our commitment to academic freedom. Anything less disincentivizes innovation, and creativity, while removing autonomy from the primary employees responsible for the pursuit of teaching excellence.

Worldwide, shared governance is a core tenet of postsecondary systems. It must be a part of Ontario’s college system, particularly as we move further towards delivering standalone degrees and graduate degrees. The Colleges are mandated to create Advisory College Councils. These

councils advise the President on academic matters as well as the Board of Governors. This proposal builds on these existing binding directives, as it relates to governance structures.

Faculty are uniquely positioned to ensure colleges and college students are the engine that drives Ontario's economy. Shared governance structures permit colleges to balance educational goals with budgetary ones, safeguarding academic quality, innovation and student support. Postsecondary education cannot, and must not, just be a race to the bottom in reaction to fiscal concerns.

Together, we stand to gain from more democratic structures, which benefit student learning, and faculty engagement. The health of our shared democratic structures has never been more important to societal wellbeing. Indeed, a stronger collective forum to determine our shared vision for the Colleges will strengthen the Colleges and be examples of healthy functioning in our communities.

Article 13
~~COPYRIGHT AND ACADEMIC FREEDOM~~
ACADEMIC FREEDOM, INTELLECTUAL PROPERTY, COPYRIGHT AND COLLEGIAL GOVERNANCE

13.01 Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the College. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the *Copyright Act* (Canada) and in particular the subsection addressing "work made in the course of employment".

Copyright language moved below

Renumber Subsequent

ACADEMIC FREEDOM

13.021 Academic freedom is fundamental to the realization and preservation of the Colleges' commitment to academic excellence. The purpose of this article is to define the rights and obligations related to academic freedom.

This article has been renumbered.

13.032 All members of the college community shall support and protect the fundamental principle of academic freedom.

This article has been renumbered.

13.043 Every faculty member is able to exercise academic freedom in the performance of their duties. Academic freedom at the College includes the right to enquire about, investigate, pursue, teach and speak freely about academic issues without fear of impairment to position or other reprisal.

This article has been renumbered.

[New]

13.04 A **Faculty members have the right, as individuals and as members of academic committees, to determine the following aspects of the courses they teach: course learning outcomes, content, materials, texts, evaluations, grading schemes, assignment of grades, and method of course delivery.**

Clarifies a mutual understanding of some aspects of academic freedom.

13.04 B **Faculty members who are assigned to develop a course shall have the right to determine the following aspects of the course: course learning outcomes, content, materials, texts, evaluations, grading schemes, and method of course delivery.**

Clarifies faculty authority over developed courses.

<p><u>13.04 C</u></p>	<p><u>Counselling faculty shall have the right to determine the organization, delivery, and case management of counselling services subject to all applicable professional standards and external requirements.</u></p>	<p><i>Clarifies counsellors' ability to exercise professional judgement in the course of employment</i></p>
<p>[NEW]</p>		
<p><u>INTELLECTUAL PROPERTY</u></p>		
<p><u>13.06 A</u></p>	<p><u>The parties recognize that the common good of society and the Colleges depends upon the unfettered search for knowledge and innovation in all fields of study and upon its free discussion and demonstration.</u></p>	<p><i>Highlights standard principles of knowledge and innovation in postsecondary education</i></p>
<p><u>13.06 B</u></p>	<p><u>In order that a faculty member has control over the direction, integrity and use of their academic work, ownership of all types of intellectual property shall, as a general principle, rest with the faculty member who creates it. Such ownership is recognized as an integral part of academic freedom.</u></p>	<p><i>Aligns CA language on intellectual property with widespread postsecondary education standards</i></p>
<p><u>13.06 C</u></p>	<p><u>Intellectual property refers to any result of intellectual or artistic activity created by a faculty member that can be owned by a person. Intellectual property includes but is not limited to: inventions, publications, computer software, textbooks, course outlines, evaluation tools, videos, online presentations, works of visual and performing art and music, industrial and artistic designs, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.</u></p>	<p><i>Lists products subject to Intellectual Property rights</i></p>
<p><u>13.06 D</u></p>	<p><u>The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a faculty member under this Agreement.</u></p>	<p><i>Protects faculty IP rights in the face of third-party agreements entered into by the Employer</i></p>
<p><u>13.06 E</u></p>	<p><u>In the absence of a specific contract to the contrary, the employer has no claim to the revenue arising from any intellectual property created by faculty members.</u></p>	<p><i>Entitles faculty members to any revenue from their products</i></p>
<p>[New]</p>		
<p><u>COPYRIGHT</u></p>		
<p><u>13.07 A</u></p>	<p><u>Copyright applies to all original works, recordings, performances and communications. Works include but are not limited to: books, texts, articles, study guides, manuals, remote delivery course materials, interactive textbooks, course work delivered on the internet, multimedia instructional packages, syllabi, tests and</u></p>	<p><i>Communicates some of the things to which copyright applies</i></p>

work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, other visual aids, video and audio recordings, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

13.07 B **No contract or written agreement between the employer and a member shall contain a clause waiving moral rights.**

[New]

COLLEGIAL GOVERNANCE

13.08 A **The parties agree that a culture of collegiality is integral for shared governance. An environment with collegiality improves the lives of those working at the institution and the experience of students.**

13.08 B **The parties agree that faculty input is a valued and critical component of college governance and quality assurance processes. Consistent with faculty's recognized role in providing academic leadership, the parties agree that it is vital that faculty provide direction and advice at every level of academic decision-making at the College.**

[New]

13.09 A **Each of the Colleges shall have an Advisory College Council in accordance with the Minister's revised September 2010 binding policy directive.**

13.09 B **The Advisory College Council shall be distinct from any other committee or council at each College.**

13.09 C **A college's Advisory College Council may additionally make recommendations to the Board on any matter referred to it by the Board of Governors.**

13.09 D **The Colleges shall consider input from Union Locals in respect to the structure, composition, terms of reference and procedures for the Academic College Council, and ensure that such input is shared directly with the members of its Board of Governors.**

13.09 E **Each College's Advisory College Council shall include the Union Local President or designate and a minimum of one (1) additional member of the faculty Local Executive Committee (LEC), as appointed by the Union Local President. All members shall have**

Permits faculty members and employer to negotiate copyright. Protects faculty members' moral rights over work they produce

Recognizes the importances of collegiality in shared governance

Affirms the critical, fundamental importance of faculty input in all academic decisions at colleges

Enshrines Advisory College Councils into the Collective Agreement

The recognition of the importance of collegial governance.

Ensures that issues important to the Advisory College Council are presented to the BOG

Recognizes union participation as an important feature of collegial governance.

Expands upon the recognition of union participation.

adequate time recognized and attributed in accordance with Article 8.02 B.

13.09 F

Each College's Advisory College Council report shall include, but is not limited to, a distinct focus on issues related to collegial governance and decision-making. This section of the report shall be provided by the Union Local President or designate and shall be included in each college's annual report.

The Union Local President or designate may bring academic matters forward, which may include, but are not limited to, the delivery of quality comprehensive education and training, and may make recommendations to the Board of Governors on an as needed basis.

Recognition of joint accountability.