



COLLEGE  
EMPLOYER  
COUNCIL

CONSEIL DES  
EMPLOYEURS  
DES COLLÈGES

# College Employer Council Response to Union Proposal

## U-7



Presented by:

The College Employer Council

(on behalf of the Colleges of Applied Arts and  
Technology)

To:

The Ontario Public Service Employees Union

(for CAAT Academic Employees)

July 30, 2024

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".~~

**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.

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

**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.

[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.**

**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.**

**13.04 C** **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.**

Management does not agree with this proposal

[NEW]

**INTELLECTUAL PROPERTY**

**13.06 A** **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.**

**13.06 B** **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.**

**13.06 C** **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.**

**13.06 D** **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.**

**13.06 E** **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.**

Management does not agree with this proposal

[New]

**COPYRIGHT**

**13.07 A** **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 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.

Management does not agree with this proposal

[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.

**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 Advisory 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 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.**

**Management does not agree with this proposal**