

ULFA News



Bargaining Blog

Stay up to date with ULFA bargaining by following the bargaining blog.

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Copyright Corner

Check out this edition as Intellectual Property rights are discussed, which is relevant to all members, including Sessional Lecturers and continuing members.

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President's Report

President Jon Doan updates on what has happened in ULFA since the September/October newsletter.

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President's Report

I hope you are enjoying a productive and rewarding Fall 2018 semester. As you work through the teaching, research, and service commitments that fill our academic autumn, I encourage you contact the ULFA office when questions or concerns about your rights and responsibilities arise. Our new executive office hours (Monday through Thursday, 10 to 12 and 1 to 3) are a good time to discuss matters one-on-one, and to add your voice to topics that concern our whole membership. I also encourage you to save the date of December 6, specifically at 12:00 pm in PE275, for time to participate in our Fall General Meeting. More details, including the provisional agenda, will be available soon.

CAFA Update

Alberta's post-secondaries from the comprehensive academic and research institutions sector (U of L, U of A, U of C, and Athabasca University) have networked collegially and advocated effectively for many years as the Confederation of Alberta Faculty Associations, and ULFA members have benefited both directly and indirectly from the hard work of CAFA volunteers and staff. John Nicholls, the long-time executive director of CAFA, is retiring effective January 1 2019, and I hope you'll join me in thanking John for his thoughtful work, welcome enthusiasm and wit, and years of service. Thank you John.

Essential Services Agreement

You should have recently received an on-line questionnaire, jointly prepared by the ULFA and U of L Board Essential Services Agreement negotiating teams, asking you to identify any aspects of your employment at U of L that, if withdrawn for one day or more, might cause risk to life or health amongst the public. I encourage you to complete this questionnaire, as the information prepares our group to structure important aspects of our new collective agreement.

Collective Bargaining

Efforts here are on-going, with a schedule of meetings conducted in October, and more topics and exchange intended for November. The preparation and commitment amongst our extended bargaining team is commendable, and thanks to them for tackling this important work.



Jon Doan, *President*

UPCOMING EVENTS & WORKSHOPS

Town Hall regarding Instructors & Academic Assistants

Tuesday, November 20, 2018; 2:00-3:00 p.m.; L1170A

~or~

Wednesday, November 21, 2018; 2:00-3:00 p.m.; E690

Join ULFA's bargaining team as they discuss topics relating to potential Handbook language changes affecting Instructor/Academic Assistant. There will be an opportunity to provide feedback.

Fall General Meeting

When: Thursday, December 6, 2018

Time: 12:00 – 3:00pm

Where: PE275

The provisional agenda will be circulated 3 weeks prior to the meeting. Lunch and beverages (alcoholic and non-alcoholic) will be provided.

Video conferencing will be offered using WebEx. This will allow members to attend the meeting from anywhere in the world, whether they are on the Calgary campus, in their office, or abroad on study leave. To attend the meeting via WebEx, make arrangements with Derrick (antson@uleth.ca or 403-329-2578) by November 30, 2018 and he will ensure you receive the meeting invite.



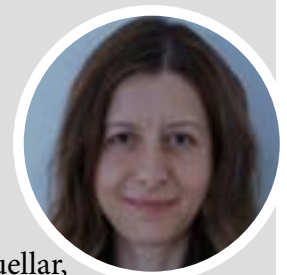
Committee Updates

Gender, Equity & Diversity

The GEDC outlined its projects for 2018-2019 early in the Fall. We continue to work on the Perception Survey about equity, diversity and inclusiveness at the University, sent to all faculty in the Spring of 2018. Parts of this analysis have been completed, such as that pertaining to Sessional Faculty. This was presented at the Fair Employment Week event on October 24th, and was analyzed in light of CAUT's recent first national survey of contract academic staff. A central overlapping thread in both surveys is the perception of lack of recognition for (sometimes) long-term dedication to the institution. Other concerns expressed by some Sessional Faculty at the UofL include marginalization from department affairs while also not being insulated from department conflicts, lack of opportunities for career progress, and being seen as disposable labour. Though this does not come as a surprise, collecting these perceptions is important for supporting recommendations geared towards improving labor conditions for a sector that amounts to 19% of all faculty employed at the University (as of Spring 2018). In the process of analyzing the perceptions of Sessional Faculty other relevant questions were prompted: Has reliance on sessional instruction increased over time at the UofL? What is the average/typical duration of service by Sessional Faculty at the UofL? What academic units are relying more on this kind of labor? CAUT reports that between 2005 and 2015, contract academic staff in Canada increased by 79%, while the increase in full-time faculty and students was 14% and 28% respectively. It is important to pay attention to what the trend is at our university, particularly as projected teaching innovation initiatives (such as online courses) might be founded on the kind of "flexible labor" model at work at other institutions.

Lack of diversity and inclusiveness were also among the concerns expressed by some Sessional Faculty in the survey. This is a more general (and old) concern. A couple of members from the GEDC are beginning to examine faculty composition by academic unit, a step towards generating an initial profile of diversity across campus. Other ongoing projects of the GEDC include assessing TRC and indigenization initiatives at the University, exploring models for implicit bias and micro-aggression training tailored to academic environments, and designing a survey for assessing service contributions and service recognition. A salary and workload equity survey is also in the works and should be coming up soon.

Many thanks to all faculty who have responded to our questions and that have given us input as we advance our work. As always, all ULFA members are welcome to contact us with ideas or concerns regarding equity, diversity and inclusion at the University.



Andrea Cuellar,
*Chair, Gender, Equity and
Diversity Committee*

Grievance

1. Under Alberta labour law, our existing contract continues for up to 2 years past June 30 2018, so long as no strike or lockout occurs. The current contract includes yearly COLA adjustments, which should have lead to a 2.2% increase in salaries for members, beginning on July 1 2018, but the University has refused to apply this clause of the contract. The Alberta Labour Relations Board is scheduled to hear this case in February, and the Board has retained external legal counsel to represent this case. While we do expect the Labour Board Hearing to settle the matter, we also want to reserve the right to grieve in the unlikely case that the Labour Board's decision does not fully settle the matter. To keep that option open, we have agreed with the administration to suspend the grievance 'clock' until the hearing is concluded, although the administration has reserved the right to argue, in that case, that the period when a grievance could be filed had already run out. We will see how this settles first with the Labour Board, which is likely to render our disagreement over timelines moot.
2. We continue to press the case of members on reduced load, whose salaries have been incorrectly calculated for years, an error which one member detected and brought to our attention. We will continue in our efforts to resume arbitration scheduling.
3. A member recently requested that ULFA and the Board cover the costs of hiring a lawyer engaged by the member as part of an ongoing complaint. Members should be aware that under the labour code, ULFA is responsible for defending their rights as employees: ULFA is legally obliged to protect your collective rights under the Handbook. While members do have the right to engage private legal counsel for individual rights matters, neither ULFA nor the Board is obliged to cover the costs incurred in doing so. Further, the role private counsel can play in resolving employment issues is limited: any member who decides to seek such counsel should ensure they get clear advice regarding what private counsel can and cannot do for the member who is employed under a collective agreement.
4. Members' dues are remitted to ULFA monthly; the dues for each month are to be paid by the middle of the next month, but recently administration has been increasingly, and significantly delayed, as have our payments to CAUT and CAFA. We have raised this issue with the administration and hope to get the matter sorted out soon.
5. ULFA recognizes the importance of information security and have considered the U's recent Information Security Awareness and Training Policy. We do have procedural concerns about the policy, which is in tension with discipline processes provided in the Handbook, because the policy includes required training for members who mistakenly click on links in 'phishing' emails now being occasionally sent out by our IT department. We have no objection to members being trained on these matters and encourage information security literacy, but we are concerned about the relationship between this policy and potential discipline under the Handbook. Discussion about how to respond continues; in the meanwhile, we join with the Board and Administration in urging members to be careful about information security.
6. Finally, concerns about the University's current policy regarding designation and the rank of Academic Assistant were recently raised at an article 22.03 meeting. We will continue to discuss this issue and the circumstances of employees whose duties fit the Handbook description of AAs.



Bryson Brown,
Chair, Grievance Committee



Copyright Corner

Intellectual Property and our Handbooks

IP Articles

As a member of the ULFA bargaining team, lately I've been thinking a lot about the intellectual property (IP) articles in our Handbooks – Article 29 in the [Faculty Handbook](#) (FH) and Article 18 in the [Sessional Lecturers Handbook](#) (SLH) – since they are among the items slated for discussion at the bargaining table this term. When we eventually have a new collective agreement ratified by both parties, IP matters will likely be addressed in a single article that pertains to all ULFA members. In this column I briefly review past and present coverage of IP in our Handbooks.

Pre-2007

Prior to July 2007, FH provisions for IP were sparse. Because it is so brief, the entire IP article from the 2004-2007 FH is reproduced, below for ease of comparison with Article 29 in the current FH ratified in June 2016.

Faculty Handbook	Article 30	(July 1, 2004)
30. Copyright and Patents		
30.01 Copyright		
30.01.1	If a Member is appointed to prepare specific works for the University, or if the normal assignment of a Member includes preparation of specific works, then the Board is the owner of the copyright and all copyright works produced by that Member.	
30.01.2	The rights and obligations of the Board and of the Member with respect to the copyright and other rights and works produced by Members under the provisions of 30.01.1 shall be as set forth in Schedule E.	
30.01.3	Except for the cases referred to in 30.01.1 and 30.01.2 the Board waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a Member.	
30.02 Patents		
	A Member who in the course of his/her normal performance of duties makes an invention or discovery may apply for a patent independent of the University. Subject to the agreement of the Member concerned, the Board may acquire a right, title, interest or estate in such a patent.	
30.03 Memorandum of Interpretation		
	In 30.01.1, "Specific works" shall mean antecedently named and described works prepared by a Member. Schedule E.07 lists those categories on which "specific works" may be included. "Normal assignment" shall not be construed in such a way as to infringe upon a Member's academic freedom to choose his/her own area of research within his/her discipline.	

The copyright clauses in the 2004-2007 FH affirm the [Copyright Act provisions](#) that state i) the author of an original work is the first owner of copyright in the work, and ii) if a work is created in the course of employment by someone hired to produce such works, copyright in the work is owned by the employer unless there is an agreement to the contrary. Schedule E (Copyright) in the 2004-2007 FH, however, is virtually identical to Schedule E (Copyright) in the current FH.

The patents clause in the 2004-2007 FH simply provides that if a member produces a patentable invention in the normal course of work, the member may independently seek a patent and the Board may share in the patent rights if the member agrees.



Current Handbooks

The structure and content of Article 29 in the current FH was first introduced in the agreement that became effective in July 2007. New elements added to the IP article in 2007 that remain largely unchanged in the current FB include:

- affirmation of some fundamental principles (e.g., “In order that the member has control over the direction and use of his or her scholarly work, as a general principle ownership of all types of intellectual property shall rest with the member who creates it.”);
- creation of a committee to resolve disagreements about ownership and disposition pertaining to IP rights in items created at the University by members;
- recognition of the desirability of allowing the University to use the IP rights in items created at the University by members when the use is for educational or research purposes; and
- the requirement for members to disclose their inventions to the Board prior to any steps taken to commercialize the inventions.

The first SLH also became effective in 2007. The sparseness of details in Article 18 of the current SLH about IP rights is similar to that which prevailed in the FH before July 2007. What remains unchanged from the pre-2007 FH era are the clauses about copyright in Schedule E of the current FH and Schedule D of the current SLH that precede the Assignment of Copyright form. A members may use this form to request an assignment of copyright to the member for works authored by the member for which the Board is the first owner of copyright.

Fair employment principles call for the same IP rights and duties to apply to all members regardless of the number of courses they are assigned to teach or other differences in assigned duties. As noted above, the FH and SLH do contain the same copyright assignment option for members whose duties expressly include the creation of specific

works. Although the Board is the first owner of copyright in such works and will normally transfer ownership to the member who authored it on request, certain conditions will apply, including the requirement to share half of any royalties with the Board.

PSLA

As the copyright schedules in the current FH and SLH both reference IP ownership in the [Post-Secondary Learning Act](#), I will briefly note an issue raised by those provisions. The [Constitution Act](#) states the power to make laws and regulations about copyright and patents belong to the Parliament of Canada. In light of that fact, the PSLA’s s. 68(1) provisions regarding IP ownership seem potentially confusing:

Unless otherwise agreed to by the board, the ownership of any invention, work, information or material, regardless of form, including any patent, copyright, . . . produced by . . . an employee of the board that results from or is connected with the . . . employee’s duties or employment vests in the board . . .

While the Copyright Act specifies who is the first owner of copyright in a work, the Patent Act says nothing about who owns an invention or any patents arising from an invention. Informal legal analyses I’ve been able to find (e.g., [Lesperance](#)) indicate the Patent Act’s silence on ownership means the common law is applicable, which in turn suggests that the specific facts relevant to a particular case will be important.

As always, if you would like assistance with copyright matters in your teaching, research or other U of L work, please feel free to contact me.



E-mail: copyright@uleth.ca
Phone: 403-332-4472
Website: www.uleth.ca/copyright



Rumi Graham,
University Copyright Advisor



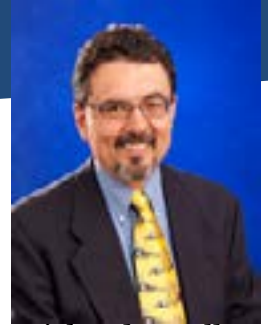
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*Chair, Handbooks
Committee*



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Committee*



Andrea Cuellar
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