

UNION PROPOSALS – ACADEMIC FREEDOM, INTELLECTUAL PROPERTY, AND ACADEMIC COUNCILS

The following initial proposals were presented by Jonathan Singer to the CEC negotiations team on August 4, 2021. Below, you will find our overview of the proposals (which is adapted from the language that we presented at the bargaining table to provide context), as well as the specific changes to the Collective Agreement that we tabled. In the margins of the table below, you will find brief notes explaining the intent of the changes.

Demands:

The following academic freedom, intellectual property, and shared governance demands were passed by delegates from the 24 Ontario College Locals, at our final demand-setting meeting in April. They were drafted following an extensive consultation process with faculty across the province, including surveys and Local demand-set meetings:

- Institute a system of shared governance, to ensure collegial decision-making around academic issues
- Strengthen the decision-making authority of teaching faculty over course materials and modes of evaluation
- Establish faculty ownership of all educational materials produced in the course of employment; recognize faculty ownership of all educational performances in the course of employment

Overview of Academic Freedom Proposals

I'm grateful for the chance to discuss such fundamental issues as academic freedom and intellectual property rights in the context of bargaining, and to share our proposals on these issues at this time, before moving on to our proposals around a role for faculty in the Colleges' governance structures.

Academic Freedom was explicitly written in to our Collective Agreement in the last round, where it is correctly described as “fundamental to the realization and preservation of the Colleges’ commitment to academic excellence. And I’m delighted to see that the College system has suffered no discernable harm as a consequence of its introduction. In fact, in the face of what I understand to be the biggest challenge in the history of the College system – the massive and sudden shift to Emergency Remote Learning—academic freedom enabled faculty throughout that process to make the decisions that were most appropriate to their courses, their subject

matter, their professional standards, and their students' needs. It enhanced the "Colleges' ability to deliver quality programming in a flexible manner", as you identify in your stated bargaining goals, and it did this by permitting these decisions to be made by the individual most obviously qualified to make them: A faculty member.

We uphold the principle that "Academic freedom is fundamental to the realization and preservation of the Colleges' commitment to academic excellence", and for this reason, we present proposals to provide an enhanced clarification of the definition of academic freedom – one that more explicitly encompasses issues of content, evaluation, and method of course delivery. To state the obvious, our students and the Ontario public rely on the assumption that faculty currently have these powers—our students attend Ontario Colleges precisely to benefit from the expertise of college faculty, and it is important that our Collective Agreement make that assurance explicit.

Academic freedom is the active exercise of professional standards and professional judgment. One area where the exercise of that judgment is paramount is in Counselling, and we'll be presenting language that permits Counsellors to exercise decision-making authority as an act of academic freedom, subject to applicable standards and external requirements.

Overview of Intellectual Property Proposals

Similarly fundamental to the College's commitment to academic excellence is the issue of Intellectual property rights. Support for this is found in the Letter of Understanding that charged the Task Force with developing recommendations around "intellectual property issues that will promote excellence in college education, research, and training". And I submit that the intellectual property position that will most promote excellence and innovation is, in fact, clear and explicit recognition by all parties that College faculty own the intellectual property that they produce in the course of teaching or research.

Any other position is, I believe a disincentive to innovation and to the excellence in teaching that our students deserve. Contract faculty should not have to turn to the Copyright Act to determine for example, whether a College qualifies as a person, or whether a recording of a streamed lecture counts as a work or a performance in order to conclude that College won't hire them for 13 weeks to create a course, only to package it at the end and sell it to a third-party, pocketing the profit and leaving the faculty member—the producer—unemployed. Only clear explicit reference in our Collective Agreement that faculty own the work they produce, absent signed agreement to the contrary, serves to promote a culture of innovation. The alternative – a culture where faculty feel threatened that their professional work will be used in ways that they do not control and may not be informed of – is a culture that promotes suspicion and inhibits creativity.

If I may tell a personal story, maybe a year after I was hired at Seneca College in 2005, I approached the Associate Vice-President Research and mentioned my interest in creating a

writing handbook with a strong grammar focus, under Creative Commons license. The Associate Vice-President encouraged me to do so, but cautioned that Seneca College would claim ownership of my work if any part of it was done using my office computer, or if I couldn't provide documentary evidence that I had performed 44 hours of work at Seneca College for each week when I worked on this project outside of holidays or vacation time. To be clear, we believe that her knowledge of the Copyright Act was erroneous, and her understanding of Intellectual Property rights was as incorrect as it was misguided. But the relevant point for this presentation is that the attitude towards Intellectual Property rights that she communicated is not one that was conducive to academic excellence or faculty initiative, or to hiring and retaining talented and innovative teachers or researchers. In the end, she dissuaded me from writing that book, and to this day, Ontario College students lack access to a free, comprehensive online writing handbook with a strong grammar focus.

In addition to the Union's proposals to clarify faculty's intellectual property rights, copyrights, and moral rights, I will be presenting on issues related to intellectual property as it relates to the heritage and knowledges of Indigenous People and Peoples. I thank you for providing yesterday's land acknowledgement, including a call for us to work together to end anti-Indigenous racism. We believe that one essential component of abjuring the colonialist mindset that is at the heart of that racism is for us to Collectively Agree that Indigenous Peoples have the right to own, guard, and preserve their heritage, and knowledges. And our proposals include language that affirms the respect that is due to that preservation and to the cultural values and practices that undergird those knowledges.

Particularly now that online offerings are increasing, it is in the interest of the Ontario college system to make explicit that, in accordance with commonplace standards of postsecondary education, faculty own their work, so their students and colleges may benefit from its unconstrained production. Taken together, principles of academic freedom and intellectual property rights are necessary to ensure the professional standards and professional dignity of faculty, as well as the preservation of academic excellence.

Overview of Academic Council Proposals

The last round of Collective Agreement bargaining identified governance at Ontario Colleges as a major issue, and the language of the current Agreement communicates that academic governance structures are a significant component in promoting "excellence of college education, research, and training", and that addressing issues of governance is fundamental to "ensuring that colleges thrive as quality academic institutions going forward"

Without speaking more to the cancellation of the Task Force that was addressing the vital issue of College governance structures, let me simply observe that its cancellation left an unresolved

conflict to grow and fester. The pandemic further aggravated that conflict, as the Colleges turned to Emergency Remote Learning virtually overnight. And while there were undoubtedly differences in the way that the 24 Colleges implemented Emergency Remote Learning, what the Colleges did appear to have in common was a near-universal disregard for the opinions of the people who actually performed the colleges' fundamental mission of teaching.

Speaking bluntly, our members have told us that, after living through the experience of teaching classes at an Ontario College throughout the pandemic, the CEC's claim published on April 19 — that "Faculty input is a valued and critical component of College governance and quality assurance processes" — rings hollow.

Speaking from personal experience, faculty input seemed conspicuously absent when my employer was unilaterally changing the length of the semester, jettisoning the learning outcomes that I was supposed to cover, or dictating expectations around synchronous vs. asynchronous learning. And now, as we face the return to in-person classes in September, I'm struck by the fact that my earliest knowledge about how faculty will be expected to teach classes in the Fall came not from any consultative process, but through College marketing videos for students, on YouTube.

At the risk of repeating myself, I have been employed at Seneca College for 16 years, and directly involved in union work at joint tables for 14 years. Never once to my recollection has the input of faculty been treated as a critical component of College governance.

In the last round of bargaining, we presented demands for an Academic Senate. To be clear, we believe that College Academic Senates are the most appropriate form of academic governance, as the gold standard for postsecondary education in the West. And we believe that the Ontario College system remains weakened by a governance structure that ensures that the most significant decisions around academic processes and policies are made by people other than the individuals who do the actual work of the Colleges — the people whose expertise and talent is at the heart of the students' learning experience and their decision to attend the Colleges in the first place.

That remains our conviction, and our vision for the next 50 years of the College system still includes meaningful shared governance. We also agree with David Robinson of the Canadian Association of University Teachers, that "there is nothing in the Ontario Colleges of Applied Arts and Technology Act that would prohibit colleges from constituting senates to advise on academic matters," and that the dissolution of Sheridan College's Academic Senate was ill-advised, harmful, and premised upon an interpretation of the Ontario Colleges of Applied Arts and Technology Act that is simply incorrect.

We are, however, also committed to making compromises, particularly where those compromises may permit the two sides to reach agreement without labour disruption. To that end, we propose--for the duration of this Collective Agreement--the establishment of a Faculty Academic Council that would provide a truly shared forum and a unified voice on academic issues at each College, including voting participation from faculty, administrators, and students.

These Councils would consist of no less than 24 members, with at least two-thirds of them being faculty representing all academic areas of the College. Administrator members would be either ex officio or appointed by senior administration, and student members would be elected and may also represent different areas of the College. It would meet at least nine times a year, and would advise the Board of Governors directly on academic issues before the Board.

In these ways, it differs from the Advisory College Councils established by the Minister's Binding Policy Directive: It reports directly to the Board of Governors, not the College President; it focuses on the College's academic policies, priorities, and programs, rather than simply "matters of importance to students and staff"; and it ensures that faculty representation is substantial and represents the diversity of the College's academic areas.

To maximize the breadth of faculty engagement with the College's mission, priorities, and policies, our proposal also includes the development of Local Academic Councils in each Academic area of the College. These Local Academic Councils would meet at least once each semester and would report to the Faculty Academic Council on issues of significance to the programs and faculty in their respective academic areas.

We believe that participation in the Faculty Academic Council and Local Academic Councils would permit faculty to exercise the academic leadership for which they are responsible, according to the class definition of Professor. These bodies would also provide a structure by which a substantial and representative number of faculty would exercise a participatory voice in academic direction at the Colleges. Lastly, it would represent a forum by which faculty, administration, and students could work together to articulate and shape a vision for the academic life of the Colleges.

Proposed Changes to the Current Collective Agreement

(Removed language indicated by strikethroughs; new language highlighted in bold and underlined)

<p>Article 13 <u>ACADEMIC FREEDOM, INTELLECTUAL PROPERTY RIGHTS, AND ACADEMIC COUNCILS</u></p> <p><u>Academic Freedom</u></p> <p><u>13.01</u> 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 <i>Copyright Act (Canada)</i> and in particular the subsection addressing "work made in the course of employment".</p> <p><u>Faculty members have the right, as individuals and as members of academic committees, to determine the following aspects of the courses they teach: course outlines, content, materials, texts, evaluations, grading schemes, assignment of grades, and method of course delivery.</u></p> <p><u>Faculty members who are assigned to develop a course shall have the right to determine the following aspects of the course, subject to the previous paragraph: course outline, content, materials, texts, evaluations, grading schemes, and method of course delivery.</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><u>Intellectual Property</u></p> <p>13.06 A <u>The parties recognize that the common good of society and the colleges depends upon the unfettered search for</u></p>	<p><i>Copyright language moved below</i></p> <p><i>Clarifies a mutual understanding of some aspects of academic freedom</i></p> <p><i>Clarifies faculty authority over developed courses</i></p> <p><i>Clarifies counsellors' ability to exercise professional judgment in the course of employment</i></p> <p><i>Highlights standard principles of</i></p>
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	<u>knowledge and innovation in all fields of study and upon its free discussion and demonstration.</u>	<i>knowledge and innovation in postsecondary education</i>
13.06 B	<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>	<i>Aligns CA language on intellectual property with widespread postsecondary education standards</i>
13.06 C	<u>No member shall be expected to engage in the commercial exploitation of their scholarly work nor to provide commercial justification for it.</u>	<i>Prioritizes scholarship over profit</i>
13.06 D	<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 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>	<i>Lists products subject to Intellectual Property rights</i>
13.06 E	<u>In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer.</u>	<i>Clarifies understanding of faculty ownership of IP</i>
13.06 F	<u>The union shall be a party to all negotiations leading to written agreements or contracts under article 13.06 E. Written agreements or contracts not countersigned by the union shall be null and void.</u>	<i>Permits faculty and employer to negotiate contracts regarding property rights of specific objects</i> <i>Ensures union oversight over any such contracts</i>

13.06 G	<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>	<i>Protects faculty IP rights in the face of third-party agreements entered into by the Employer</i>
13.06 H	<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>	<i>Entitles faculty members to any revenue from their products</i>
13.06 I	<u>The effective protection of Indigenous Peoples heritage will be of long-term benefit to all.</u>	<i>Explicitly articulates the significance of Indigenous heritage and culture and acknowledges the unique relationship that Indigenous People have as custodians of their culture and knowledges; acknowledges their ownership of their heritage</i>
13.06 J	<u>Indigenous Peoples are the primary guardians and interpreters of their cultures, arts, and sciences, whether created in the past or developed by them in the future.</u>	<i>acknowledges the unique relationship that Indigenous People have as custodians of their culture and knowledges; acknowledges their ownership of their heritage</i>
13.06 K	<u>Indigenous Peoples' ownership and custody of their heritage is collective, permanent, and inalienable as prescribed by the customs, rules, and practices of each people.</u>	<i>acknowledges their ownership of their heritage</i>
13.06 L	<u>To protect their heritage, Indigenous Peoples must exercise control over all research conducted within their territories, or which uses their people as objects of study.</u>	<i>Establishes Indigenous Peoples' control over research impacting them or their communities, and over the use of their heritage or cultural objects in the colleges.</i>
13.06 M	<u>The free and informed consent of the traditional owners should be an essential precondition of any agreements that may be made for recording, studying, using, or displaying any Indigenous Peoples heritage. The traditional owners must be determined in accordance with Indigenous Peoples' own customs, laws, and practices.</u>	<i>Establishes Indigenous Peoples' control over research impacting them or their communities, and over the use of their heritage or cultural objects in the colleges.</i>
<u>Copyright</u>		
13.07 A	<u>Copyright applies to all original works, recordings, performances and communications. Works include but are not limited to:</u> <ul style="list-style-type: none"> • <u>books, texts, articles, study guides, manuals, remote</u> 	<i>Communicates some of the things to which copyright</i>

	<p><u>delivery course materials, interactive textbooks,</u></p> <ul style="list-style-type: none"> • <u>course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers,</u> • <u>lectures, musical and/or dramatic compositions, choreographic works, performers' performances,</u> • <u>unpublished scripts, films, filmstrips, charts, other visual aids,</u> • <u>video and audio recordings, computer programs, live video and audio broadcasts, programmed instructional materials,</u> • <u>drawings, paintings, sculptures, photographs, and other works of art.</u> 	<p><i>applies</i></p>
13.07 B	<p><u>All copyright belongs to the faculty member who creates the work even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer.</u></p>	<p><i>Clarifies faculty members' copyright over works they produce</i></p> <p><i>Permits faculty members and employer to negotiate copyright</i></p>
13.07 C	<p><u>No contract or written agreement between the employer and a member shall contain a clause waiving moral rights.</u></p>	<p><i>Protects faculty members' moral rights over work they produce</i></p>
	<p><u>ACADEMIC COUNCILS</u></p>	
13.08 A	<p><u>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 are able to provide direction and advice at every level of academic decision-making at the College.</u></p> <p><u>The parties also agree that it is essential that faculty are able to elect representatives to communicate that direction and advice.</u></p>	<p><i>Affirms the critical, fundamental importance of faculty input in all academic decisions at colleges</i></p> <p><i>Ensures that faculty control their voice by selecting their representatives</i></p>
13.08 B	<p><u>Each Ontario College of Applied Arts and Technology shall have a legally constituted Faculty Academic Council (also known</u></p>	<p><i>Establishes Faculty Academic Councils (FACs) at each</i></p>

<p><u>throughout this article as “FAC” or “Council”) whose responsibility it is to represent the collective voice of faculty to the Board of Governors, thereby providing direction on all academic policies and all related academic decision-making at the College.</u></p> <p><u>This Faculty Academic Council shall be distinct from any other committee or council at each College.</u></p> <p>13.08 C <u>A college’s FAC shall additionally make recommendations to the Board on any matter referred to it by the Board of Governors</u></p> <p>13.08 D <u>A college’s FAC shall additionally be responsible for any decision-making authority conferred upon it by that college’s Board of Governors, as part of any governance structure that the Board of Governors has established to enable the achievement of expected institutional outcomes.</u></p> <p>13.08 E <u>Each College’s FAC shall determine its terms of reference, which shall not violate any provisions of this article.</u></p>	<p><i>college to represent the collective voice of faculty to Boards of Governors</i></p> <p><i>Clarifies unique role of FACs</i></p> <p><i>Acknowledges that Boards of Governors may refer matters and grant authority to Faculty Academic Councils, consistent with the Ontario Colleges of Applied Arts and Technology Act, 2002</i></p>
<p><u>Faculty Academic Council Responsibilities</u></p>	
<p>13.09 A <u>The FAC is responsible for initiating, debating, and arriving at resolutions related to academic direction, policies, and the quality of academic programming at the College. The FAC shall advise the Board of Governors, and the Board of Governors shall seek the advice of the FAC, prior to Board decisions regarding the following:</u></p> <ul style="list-style-type: none"> i. <u>all college academic policies;</u> ii. <u>the academic mission, direction, goals, objectives, priorities, and strategies (both short- and long-term) of the college;</u> iii. <u>review and endorsement of programs of study that are offered by the college, including the requirements of those programs;</u> iv. <u>requirements for admission, content, graduation, and standards for all programs of study offered at the college;</u> 	<p><i>Describes some of the range of academic decisions at a college on which the Faculty Academic Council shall provide advice and direction</i></p>

- v. the yearly academic calendar;
- vi. issues related to equity and accessibility in regard to college programs and course offerings;
- vii. implementation of the recommendations of the Report of the Truth & Reconciliation Commission of Canada, as they impact academic policies and offerings;
- viii. criteria for the appointment of the College President and the Vice President Academic; and
- ix. any other matters as specified by the Board of Governors.

13.09 B In addition, the FAC shall be responsible for the following:

- i. establishing terms of reference for its own efficient functioning;
- ii. providing a venue for constructive and collegial debate focused on teaching and learning, quality assurance, curriculum, creativity and innovation, research, and the strategic academic direction of the college;
- iii. establishing such committees as deemed necessary to aid in its own operation;
- iv. executing any decision-making authority conferred upon it by the Board of Governors; and
- v. approving rules and procedures for the conduct of its affairs, including (when governance authority is conferred by the Board of Governors) procedures to assist with the fulfillment of any requirements for communication or accountability specified by the Board of Governors.

Clarifies that the Faculty Academic Council will create its own Terms of Reference to facilitate their functioning, permitting each FAC to respect the unique needs of its college

Faculty Academic Council Membership

13.10 A The FAC shall be composed of four classes of members, all of whom shall have voting privileges:

Establishes that faculty, students, and administration

<ul style="list-style-type: none"> i. <u>Elected faculty members</u> ii. <u>Ex-officio members</u> iii. <u>Student members</u> iv. <u>Members appointed by administration</u> <p><u>Elected faculty members will comprise at least 2/3 of the FAC Membership. The remaining up-to-1/3 members will consist of three (3) ex-officio members and a minimum of four (4) student members, with Senior administration having the right to appoint any remainder from among College employees whose employment is directly related to academics.</u></p>	<p><i>appointees will be members of the FAC, along with specific position-holders at the College</i></p> <p><i>Ensures that at least 2/3 of the Faculty Academic Council membership will be elected faculty members</i></p>
<p>13.10 B <u>Elected Faculty Members</u></p> <p><u>The number of Elected Faculty Members shall be equal to the greatest of:</u></p> <ul style="list-style-type: none"> i. <u>4 Faculty members from each academic area (as defined by the FAC);</u> ii. <u>8% of the College’s full-time faculty complement; or</u> iii. <u>16 Faculty members</u> <p><u>The number of Elected Faculty Members will be no less than 2/3 of the total number of all voting members.</u></p> <p><u>Wherever possible, the FAC should develop Terms of Reference to ensure that Elected Faculty Members from an academic area should reflect the diversity of programs within that area.</u></p> <p><u>Wherever possible, the FAC should develop Terms of Reference to ensure that there are member positions dedicated to advancing issues of equity and Indigenous sovereignty, and to ensure that the body of Elected Faculty members reflects the diversity of equity- and sovereignty-seeking groups within the College.</u></p> <p><u>Counsellors and librarians may be members of the FAC, which shall develop Terms of Reference to ensure representation</u></p>	<p><i>Determines the number of faculty members in the Faculty Academic Council, depending on the number of faculty and academic areas</i></p> <p><i>Promotes faculty representation from a diversity of programs</i></p> <p><i>Promotes measures to advance issues of equity and Indigenous sovereignty and the participation of members of related groups</i></p> <p><i>Ensures that FAC represents</i></p>

	<p><u>from Counsellors and Librarians. Whether they are treated as one area each or combined with other areas shall be determined in such Terms of Reference.</u></p>	<p><i>counsellors and librarians</i></p>
<p>13.10 C</p>	<p><u>Ex-officio members shall include:</u></p> <ul style="list-style-type: none"> i. <u>the President of the College;</u> ii. <u>the Vice-President Academic; and</u> iii. <u>the Local Union President</u> <p><u>The Local Union President shall be responsible for communicating requests for information from the College that have been approved by the FAC to any joint (Union-College) body referred to in Articles 4, 7, 8, 9, 11, 24, or 28.</u></p>	<p><i>Ensures membership of senior academic decision-makers and Union Local President</i></p>
<p>13.10 D</p>	<p><u>Student Members</u></p> <p><u>At a minimum, four student members shall be elected from among the student body. Each FAC may create additional elected positions for student members, provided that Elected Faculty Members remain at least 2/3 of the total membership.</u></p> <p><u>The FAC may determine in its Terms of Reference that these members should be elected to represent students in specific areas of the College, and elected by students in those specific areas.</u></p>	<p><i>Establishes minimum of four elected student members</i></p> <p><i>Permits FAC to determine what areas student members represent</i></p>
<p>13.10 E</p>	<p><u>Members Appointed by Administration</u></p> <p><u>Any positions not filled by the categories above may be filled by senior administration at the college. Appointees shall be college employees whose employment is directly related to academics.</u></p> <p><u>When combined with the elected student members and ex-officio members, the number of members appointed by administration shall not exceed 50% of the number of elected faculty members.</u></p>	<p><i>Permits senior administration to appoint members to fill remaining positions</i></p> <p><i>Reiterates that faculty members shall comprise at least 2/3 of FAC membership</i></p>
<p>13.10 F</p>	<p><u>Terms of Membership</u></p> <ul style="list-style-type: none"> i. <u>Ex-officio Members shall serve for as long as they remain in</u> 	<p><i>Establishes terms</i></p>

<p><u>office;</u></p> <ul style="list-style-type: none"> ii. <u>Members appointed by administration shall serve for the duration of their appointments;</u> iii. <u>Elected Faculty Members shall serve for a three (3) year term with one (1) additional consecutive three (3) year term if so elected;</u> iv. <u>Elected Faculty Members who have served two (2) terms will be permitted to run after two (2) years have elapsed during which they were not members;</u> v. <u>Student Members shall serve for a one (1) year term, with one (1) additional term if so elected; and</u> vi. <u>All Elected members' terms of membership shall commence on September 1 and end on August 31, unless the FAC determines otherwise in its Terms of Reference.</u> 	<p><i>for all members</i></p> <p><i>Establishes term limits for elected faculty members, to foster broad participation</i></p>
<p>13.11 <u>Elections</u></p> <ul style="list-style-type: none"> i. <u>Each FAC will have electoral procedures and processes prescribed in its Terms of Reference.</u> ii. <u>Where no Terms of Reference exist, the Union Local shall organize the allocation and election of Faculty Members. These members shall then meet with the ex-officio members and any members appointed by administration (consistent with limits in 13.10) to elect officers and determine the Terms of Reference.</u> 	<p><i>Enables the Union Local to organize the first election of faculty members of the Faculty Advisory Council</i></p>
<p>13.12 <u>The general responsibilities of FAC Members shall include the responsibility to:</u></p> <ul style="list-style-type: none"> i. <u>attend FAC meetings;</u> ii. <u>be familiar with the FAC's Terms of Reference, the Procedures and associated guidelines, as well as Robert's Rules of Order;</u> iii. <u>keep informed regarding the issues which come before the FAC;</u> iv. <u>read published agendas and other related materials beforehand, and come to the meetings prepared;</u> 	<p><i>Outlines responsibilities for all FAC members</i></p>

- v. participate in the membership of FAC committees;
- vi. vote in accordance with their conscience;
- vii. uphold the principles of academic freedom; and,
- viii. be bound by the Ethical Code of Conduct specified in each Council's Terms of Reference.

13.13 The following shall be FAC Officers:

- i. the FAC Chair;
- ii. the FAC Vice-Chair;
- iii. the FAC Speaker;
- iv. the Deputy FAC Speaker; and,
- v. the FAC Secretary

All of whom shall be elected annually by and from among the voting members of the FAC.

In addition, the Terms of Reference may additionally provide for the election or appointment of a Recording Secretary.

Establishes FAC Officers

Faculty Academic Council Executive Committee

13.14 A Executive Committee Membership

The membership of the FAC Executive Committee shall be comprised of:

- i. The FAC Chair who shall serve as Chair of the Executive Committee;
- ii. The FAC Vice-Chair;
- iii. Four (4) Faculty Members who shall be elected by and from the Elected Faculty Members;
- iv. One (1) Ex-officio Member who shall be elected by and from the Ex-officio Members;
- v. One (1) Student Member who shall be elected by and from

Establishes the membership of the Executive Committee for FAC

13.15	<p><u>The FAC shall hold no fewer than nine (9) Regular Meetings annually. The frequency and scheduling of those meetings shall be included in the FAC’s Terms of Reference.</u></p>	<p><i>Establishes regular meetings</i></p>
13.16	<p><u>Local Academic Councils</u></p> <ul style="list-style-type: none"> i. <u>Each Academic Area shall have a Local Academic Council (LAC) that is responsible for providing direction on academic policies and academic decision-making within that Area.</u> ii. <u>The LAC may consider – at the level of the Academic Area or its own functioning -- any of the items contemplated at the College level by the in 13.09, above.</u> iii. <u>LACs operate under delegated authority from the FAC. Each LAC will provide guidance and advice to the Council, Administration, or the Board of Governors on various matters, as requested from time to time.</u> iv. <u>LACs may determine their own membership structure – including number and composition – subject to approval of the FAC. Any member of an academic area that is an Elected Faculty Member of the FAC shall be deemed a member of their area’s LAC.</u> v. <u>LACs will govern themselves as they see fit, provided they adhere to the principles of two-thirds of voting membership being Faculty Members and that Chairs for each LAC (and/or any committee thereof) are elected from the entire membership of the LAC or Committee.</u> vi. <u>Each LAC will draft its own Terms of Reference to meet the needs of its Area, subject to approval by the FAC. In general, where appropriate and feasible, the Terms of Reference and procedures of LACs shall parallel those of the FAC.</u> vii. <u>Each LAC shall have a general meeting at least once each semester.</u> viii. <u>Each LAC shall present an annual report to the FAC.</u> 	<p><i>Creates Local Academic Council (LAC) to provide academic direction and decision-making for each academic area</i></p> <p><i>Area LACs may advise the college FAC or other bodies on academic issues relating to the academic area</i></p> <p><i>Ensures that at least 2/3 of all members of LAC are faculty</i></p> <p><i>Establishes regular meetings for Local Academic Councils</i></p>

13.17 Non-Full-Time Faculty

- i. While respecting seniority obligations under Article 26, if a non-Full-Time faculty member is elected as a FAC Faculty Member for an academic area, the Employer shall make every reasonable effort to ensure continued Partial-Load employment within that academic area, while that individual remains on the Partial-Load registry outlined in Article 26.10.
- ii. An Elected Faculty Member who is non-Full-Time will not lose their membership if they are hired on a regular full-time basis, nor will the end of their elected term change.

Ensures that non-full-time faculty members may be elected as FAC member, and that the Employer will make every effort to continue their employment during their term

Terms of Reference

13.18 A The FAC shall be responsible for approving Terms of Reference and Procedures to govern its conduct, which shall include but not be limited to policies addressing the following:

- i. Definition of Academic Areas for the purposes of Local Academic Councils and for the election of Faculty Members of the FAC, consistent with 13.10 B
- ii. Procedures for elections of Faculty Members, including identifying the FAC Officer(s) responsible for managing the process
- iii. The number, allocation, and election of Student Members, consistent with 13.10 D
- iv. How vacancies—both temporary and permanent—among each of the four membership classes or on committees are to be filled
- v. The responsibilities associated with the FAC Officers identified in Article 13.13
- vi. Number and scheduling of Regular FAC meetings, with no less than nine (9) meetings scheduled annually

Outlines some of the issues that the Faculty Academic Council's Terms of Reference should consider, to ensure its efficient conduct

<ul style="list-style-type: none"> vii. <u>Expectations of attendance at those meetings</u> viii. <u>Circumstances giving rise to the cancellation of a Regular FAC meeting</u> ix. <u>Circumstances giving rise to a Special FAC meeting</u> x. <u>Communication to Members to ensure informed participation at meetings</u> xi. <u>Development and circulation of meeting agendas</u> xii. <u>Development and sharing of meeting minutes</u> xiii. <u>Procedures for meetings, including quorum and the rights of non-members</u> xiv. <u>The method of voting at meetings</u> xv. <u>The role of standing committees, subcommittees, and ad hoc committees, as well as their membership structure and reporting structure</u> xvi. <u>The standing committees required by the FAC, and the means by which their composition and Terms of Reference are determined</u> xvii. <u>The process by which committees including ad hoc committees are created</u> xviii. <u>The process by which the FAC shall communicate and consult with Support Staff at the College, with regard to academic policies, student support, and implementation. This does not preclude the membership of Support Staff individuals on the FAC, as Members Appointed by Administration, or the participation of non-member Support Staff in FAC meetings</u> xix. <u>An Ethical Code of Conduct for members</u> 	
<p>13.18 B <u>Adoption or amendment of the Terms of Reference shall require:</u></p> <ul style="list-style-type: none"> i. <u>Submission, in writing, of the proposed amendments and their rationale to the Executive Committee for review;</u> ii. <u>Notice of the proposed amendment, together with any recommendation of the Executive Committee related thereto,</u> 	<p><i>Outlines the process by which the FAC adopts or amends its Terms of Reference</i></p>

to be given to all FAC Members at least 14 days prior to the meeting at which approval will be sought;

- iii. A motion within the agenda for a regular meeting of the FAC; and
- iv. The support of at least two-thirds of voting Members for the passage of such Terms.

13.18 C The FAC will review its Terms of Reference every three (3) years.

Attributed Hours for Council Work

13.19 A Any faculty member who participates in the bodies described in this article will have the following attributed hours recorded as workload, for each semester in which they are involved in the following activities:

- FAC Elected Faculty Member – 4 hours/wk.
- FAC Ex-officio Member: Union Local President – 1 hour/wk
- FAC Executive Committee Member – 1 hour/wk
- FAC President or Secretary – 2 hours/wk
- FAC Recording Secretary – 1 hour/wk
- Local Academic Council Member – 1 hour/wk
- Local Academic Council Chair – 2 hours/wk

Individuals shall be attributed time for each and every different role listed above that they occupy.

13.19 B For the application of Article 8.04, the parties agree that all work associated with the participation in academic governance bodies shall be considered to be work associated with the provision of academic leadership and the efficient functioning of the College, and shall not be considered to be assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto.

Establishes time attributed for each member of Faculty Academic Council or Local Academic Council, by position

Affirms that participation in the Faculty Academic Council or Local Academic Council is considered academic leadership at the College.