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Online, distance and technologically-mediated education

This revised CAUT Bargaining Advisory provides an overview as well as a detailed examination of the main topics to address in negotiating language to protect the rights of academic staff in distance and technologically-mediated education.¹ When the first edition was written a decade ago, University administrations had a head start in the struggle over ownership rights to online course content. While the primary concerns remain the same, the past decade has seen some significant change.

Overview

Technologically-assisted teaching can be a very useful supplement in traditional classroom settings, and in reaching socially and geographically isolated students. Unfortunately many university administrations, and the federal and provincial governments, are interested for other reasons.

Administrators recognize that internet technology creates the potential to take apart – or “unbundle” – the faculty member’s job. This technology allows the role of teacher to be divided into course creator, deliverer, reviser, tutor and grader. Each of these job fragments, other than creator (which can be outsourced), can be assigned to different low paid contract employees.

Traditionally, academic staff have owned the course content — class outlines, lecture notes, overheads, assignments and the like — that they produce. As long as staff maintain this control over course material and by extension over the delivery of university courses, online education cannot be easily used to undermine the proper role of faculty.

Administrators assert that the mixing of staff-owned content with administration-owned software entitles them to an ownership share. They have also advanced an ownership claim on the basis of the technical assistance they supply to faculty to bring course content online. Finally, administrators have also raised concerns about those academic staff who offer their online courses through other institutions. Administrators view such staff as competing against their own university and raise this as a reason for stripping faculty of course content ownership.



From a legal perspective, these arguments are insufficient to justify any share of ownership by the employer in course material (in respect to the competition issue in particular, such concerns can adequately be addressed in “Conflict of Interest” or “Outside Employment” provisions of the collective agreement). Nevertheless these claims are being advanced, and academic staff associations must guard their members’ rights.

Definition

Contract language has been developed to define the various terms that are used to refer to online, distance, and technologically-mediated education largely in response to employer attempts to exempt it from collective agreement protections for other forms of course delivery. In addition to the Internet, these definitions capture a variety of course delivery systems.

Manitoba: Courses dependent on information technologies which involve the broadcast, transmission, retransmission, publication, recording, or storage of the contents of the course.²

Regina: In this collective agreement, Instructional and Information Technology is defined as any electronic media used to deliver academic instruction.³

NSCAD: Technology Assisted Courses include those which in whole or in part:

- (i) are taught by correspondence or teleconferencing;*
- (ii) are videotaped, recorded or otherwise electronically stored, broadcast or televised; or*
- (iii) are transmitted or received via the internet or the World Wide Web.⁴*

Brandon: Synchronous courses include courses where students participating in the classroom are split between two or more physical locations yet joined in real time by technological mediators such as the internet or video link.

Asynchronous courses include courses where lecture content is primarily delivered through previously stored data (usually electronically stored) and made available to students via the internet. Correspondent courses are also asynchronous courses.⁵

In recent years the definition of online education has expanded to include technologically-assisted and asynchronous aspects of classroom teaching, such as web-based course management systems like Moodle and Blackboard.

However, more important than specific definitions and restrictive categories is language that provides protection for member ownership of all course content, regardless of format and means of delivery.

Ownership

Ownership of material academic staff prepare for a course protects academic freedom. It ensures that academic staff are free to revise the content when appropriate — to reflect

changes in the literature and advances in their own thinking on the topics covered in the course. Individual ownership of course material also supports an educational pedagogical tradition in which each course, for the most part, is a unique creation, and its public offering is built upon the desire and availability of its creator to teach it. Without the creator of the course content, there is no course. This is the foundation of a model of teaching based on professional academic staff who are protected by guarantees of academic freedom.

In the classroom environment course content, consisting as it does of an amorphous collection of notes, ideas and one-time performances of lectures, is a difficult thing to commodify. In contrast, course content in an electronic environment is digital code on a hard drive, compact disk or other storage mediums. It can literally be placed in a box.

Contract language is thus necessary to specify ownership rights as clearly as possible. Such ownership is implied in most collective agreements by general language indicating that academic staff own the copyright to the works they create. Such language should be augmented to explicitly indicate that course content — in all forms — belongs to faculty.

Manitoba: Members teaching courses dependent on information technologies which involve the broadcast, transmission, retransmissions, publication, recording, or storage of the contents of the course shall exercise copyright and intellectual property rights regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course under the provisions of Article 14 of the Collective Agreement.⁶

NSCAD: A Technology Assisted Course shall only be recorded or stored with the consent of the employee assigned to teach the course.⁷

Mount Saint Vincent: A member who develops a course for DLCE [Distance Learning and Continuing Education] shall retain copyright on the content of the course subject to the conditions of Article 27.⁸

Dalhousie: Members are sole copyright holders in their own lectures. The Board shall give every reasonable assistance to Members to prevent publication, recording or broadcasting of lectures not authorized by the Members concerned.

The copyright of any recorded work, such as film, videotape, audio recording and the like, belongs to the Member who is the creator of its content.⁹

Saint Mary's: Copyright applies to all original scholarly, scientific, literary, dramatic, musical and artistic and recorded works. Such works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and

*cassettes, computer programs; live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.*¹⁰

Note that there are worrisome exceptions to this type of protection. The following is an example:

*Laurentian: The Parties agree that **the University shall hold copyright** to any work including any creative work, printed material, computer programme, on-line course material, films, slides, tapes or similar materials produced by Members as part of their normal workload for the University for use in its distance education courses.*

The offering of courses to which the University has copyright under the terms of this Article shall be at the University's discretion. (emphasis added)¹¹

However, the Bryson arbitration decision¹² in 2004 was a landmark in the struggle to ensure that academic staff themselves determine the content of courses, regardless of format and mode of delivery.

After having been given responsibility for developing a new online course, UBC professor Mary Bryson was instructed to sign a contract transferring rights in "course materials" to the university. The contract required that Bryson acknowledge that the university could use the materials without attributing authorship and could revise and modify them or use them in a different context, without the author's consent. The contract further outlined that the university, not Bryson, would decide which materials were ultimately used in the course.

Bryson refused to sign the contract and was removed from the course development assignment. The academic staff association grieved the employer's actions under the collective agreement. The matter went to arbitration, and arbitrator James Dorsey found for the association and Bryson on all counts. He held that the scope of the union's exclusive bargaining authority included the right to negotiate about matters related to the copyright ownership and that the employer, by negotiating directly with members on this matter, violated this right.

The arbitrator also held that "ownership of the copyright in work produced in the course of employment by an academic author, rather than the university employer is important to support, foster and preserve academic freedom."

Ownership and resources

Employers sometimes seek to negotiate ownership rights to research and other forms of intellectual property based on the provision of resources beyond those normally required for the performance of the members' work. This can have implications for course content as well. At Brock, although the academic staff agreement protects copyrightable material developed through the provision of ordinary working facilities, which it defines very broadly, the clause that defines "significant resources" can still be invoked by the employer to insist that copyrightable materials are instead governed by individual contracts:

*When the University contributes **significant resources** to the development of copyrightable materials, as defined in 39.02, the ownership, use and rights of revision of such materials shall be governed by specific contracts between the member(s) and the University. [...] **Significant resources shall be resources provided** (exclusive of salaries and benefits, external grants and the provision of ordinary working facilities (as defined in Article 32 – Facilities) **at least equivalent to a stipend for a half-credit course as defined in this Agreement.** (emphasis added)¹³*

This definition of “significant resources” means that course release can be offered to develop online courses (or any copyrightable materials) to academic staff who could then be asked to sign a contract that requires forfeiting their ownership, revision and delivery rights. Even if such a contract were to offer the possibility of royalties for online courses, it could also leave it to individual members to bargain their own deals, with widely differing and inequitable results. When this happened at Brock, the academic staff association advised their members not to choose to sign away their intellectual property rights in exchange for a course release.

It is advisable to avoid allowing individual contracts with members to govern online courses or any technologically-assisted teaching, and the Bryson decision makes it clear that there is nothing about ownership and copyright of teaching materials that falls outside the working conditions of academic staff – and therefore outside the exclusive bargaining agency of academic staff associations in collective agreements.

Where such individual contracts do exist, language in the collective agreement must at a minimum prevent them from contravening it (see the section on separate administrative units for online education, below).

A means to monitor the question of ownership and resources, including those specific to online education, such as software and technical assistance, could be to require the employer to notify the Union and member(s) affected with adequate notice when it seeks to invoke its rights regarding the contribution of significant/extraordinary resources, so that the Association can challenge the invocation of those rights, and prevent members from signing away theirs.

Another is to specify that both the technological and human resources and the course relief necessary to develop and teach online courses, including any necessary training, be considered as part of the resources normally offered to members in the performance of their work, and that members be informed of the resources at their disposal before they consent to teach the course.

Western Ontario’s agreement for Librarians acknowledges the issue, and provides training for those who develop or deliver these courses:

Members assigned or seeking independently to teach using ALTs shall have access to available training and resources provided by the Employer in order to facilitate the creation and conduct of the teaching. The Employer shall notify Members of the resources available to them.¹⁴

The following language is present in the York agreement:

*Employees assigned to teach courses delivered by alternate modes, as defined above, shall be provided with all reasonable technological and human resources required to develop and to conduct the course. Employees shall be provided with necessary training in the use of required technology. Employees shall be notified before such a course is assigned, of the resources available to them, and any travel requirements associated with the course.*¹⁵

In the case of regular academic staff, required training and information should be defined as part of normal resources provided for the performance of their work; in the case of contract academic staff that are required to use technology in the delivery of courses, paid training should be negotiated over and above the course stipend.

It should be noted that the problem of defining ordinary and extraordinary resources is not restricted to online or technologically-assisted education but is a concern for all intellectual property of academic staff.

Blanket Licensing Agreements

Many collective agreements contain language that grants to the university the right to use intellectual property developed by an individual academic staff member, notwithstanding specific faculty ownership rights in their creations. Typical language reads:

The University has a non-exclusive, royalty-free, fully-paid-up license to use for noncommercial educational and research purposes, all intellectual property developed by Members.

The original intent of such language was to balance academic staff ownership rights with the right of the university community as a whole to enjoy the use of works whose creation it contributed to. While this objective is laudable, it is advisable to renegotiate such language to prevent employers from using it to gain control of course content.

The Brock agreement excludes material produced with ordinary resources from such a blanket license agreement, and prevents the sale of those produced with “significant resources:”

*... in all cases where a member prepares copyright material **using significant resources** provided by the University (as defined in Article 39.03 (a)), the member shall grant the University a non-exclusive, royalty free, irrevocable and non-transferable license to use the copyrighted material solely for the University’s internal use **but without the right to commercially exploit, sub-license or sell any copyrighted material.** (emphasis added)*¹⁶

But as noted above, the definition of “significant resources” does not protect ownership of course content completely. What follows are other limitations that have been placed on blanket license language.

*Acadia and Mount Saint Vincent: Employees grant to the Employer a non-exclusive, royalty free, non-transferable license to use, for University internal academic, teaching, research and service purposes, Intellectual Property created by Employees. **Such right shall not include the right to transfer, license, exploit or use the Intellectual Property for distance education or for any purpose other than the internal use of the Employer.*** (emphasis added)¹⁷

The Concordia agreement places a ten-year time limit on the licensing period, and the Winnipeg agreement goes even further:

*Where the Author owns Copyright in the Work, the University shall have a non-exclusive, non transferable, royalty-free right to use the Work in exigent circumstances for archival and internal administrative, noncommercial research and/or educational purposes **for no less than one (1) full academic year and no more than two (2) full academic years, unless otherwise agreed in writing.*** (emphasis added)¹⁸

In the 44-day strike at Brandon in the fall of 2011, one of the issues at stake was the employer's desire to exert greater flexibility regarding technologically-mediated courses. The settlement limited the licensing for asynchronous courses to one year renewable agreements and included a commitment to reexamine the current license agreement in light of what exists at other universities.

Beyond Ownership

The first step is to strengthen collective agreement language in respect to course content ownership. However, this is just the starting point. In and of itself faculty ownership guarantees nothing, for it still allows employers to accumulate a critical mass of course content by simply buying it from other academic staff or “off the shelf” from external commercial enterprises.

In addition to tightening up ownership language, it is also imperative to strengthen collective agreement language on the actual use and delivery of course content over the Internet or by other electronic means. Associations must ensure that all such matters are governed by the collective agreement and not by private deals between individual faculty and employers.

In practice this means negotiating language that, at a minimum, mandates the creation and delivery of courses, regardless of format, only by unionized academic staff at the institution. A further step is language that stipulates that only the faculty member who develops course content can use it.

Rights to Delivery

The exclusive right of the member who develops online course material to deliver the material is of critical importance to the teaching profession. The alternative is the casualization of university teaching wherein course content is separated from its creator and its delivery is performed by a pool of contract employees with little or no job security.

Course content can be separated from its creator in a number of ways. The first is its outright seizure by university administrations. Strong collective agreement language on academic staff copyright protects against this.

A second threat is the demand by employers for the right to offer online course content after its creator has left the university. In the case of such initiatives it is important to remember that with a traditional lecture or seminar-based course there is no expectation that departing academic staff members will leave behind their course material for other staff to present.

Similarly, academic staff are under no obligation to sign over online course material so that it can be offered after their departure from the institution. The offering of course material “online” must remain contingent on the availability and desire of the academic staff member who developed and owns it to teach it. If the university administration wants to continue offering the same course title after an academic staff member leaves, it should have another academic staff member develop and teach the course — the same practice as is followed in traditional campus-based courses.

The third means by which university administrations separate course content from its developer is by buying it from willing academic staff. This is a more difficult issue to address.

One solution is an appeal to the individual consciences of academic staff members. The hope is that, by underlining the danger the sale of online course material represents, staff members will choose not to do so.

The alternative solution is to place in collective agreements or handbooks tight control on the use and sale of online course content. For example, provisions can stipulate that online course offerings must be developed by the university's academic staff and that only the academic staff member who developed the course content can use it.

The Université de Moncton campus d'Edmundston has such a provision for at least the three subsequent times a new technologically-assisted course is offered, and only if the member does not invoke this right can the course be taught by another member – and even then the member who developed it retains intellectual property rights on the course and course materials. The Edmundston agreement also protects explicitly against the casualization of delivery by not permitting temporary members or part-time staff to be assigned to a technologically-assisted course unless they hold a position at the institution, and also protects against the importing of online courses when the course content is being currently taught by a member, when a member is qualified and available to teach it, or when members are locked out or on strike.

A number of agreements now have language which not only protects members' control over courses they develop using technology but also against the potential impact of importing distance courses created elsewhere:

*A course developed by anyone or any organization may only be developed and/or offered at the University of Manitoba through information technologies **if it does not have the consequence of eliminating or reducing a Member's and/or Members' position(s).*** (emphasis added)¹⁹

Workload

Two important issues are implicated under this heading. The first is the right of academic staff to determine if they wish to convert their courses to an online format. The second is the quantitative recognition that online teaching is given in a staff member's teaching load. With respect to the first issue, staff must have control over decisions relating to the online instruction. Examples of language are as follows:

*Lakehead: The Dean shall not assign development or delivery of a distance education course as part of a member's teaching responsibilities without his/her prior consent.*²⁰

Ottawa: Courses which:

- (a) are taught by correspondence or at off-campus locations, or*
- (b) are videotaped, recorded, broadcast or televised, or*
- (c) call for unconventional methods, such as teleconference teaching, may be included in a member's workload **only with this member's prior consent and, when applicable, only after any special arrangements that may be required have been agreed upon.*** (emphasis added)²¹

*York: Assignment of courses using alternate modes of delivery shall be consistent with the pedagogic and academic judgments and principles of the faculty member employee as to the appropriateness of the use of technology in the circumstances. Furthermore, it is recognized that not all courses are appropriate for alternate delivery. Normally, a faculty member will not be required to convert a course without his/her agreement.*²²

In respect to the weighting given to online education in the staff member's workload, it is important to recognize that the preparation and teaching of distance education and online courses is a time consuming job. All the material that is delivered in classroom by lecture or through discussion must be recorded for online courses — much of it in written form, and interaction with students is often more time-consuming.

To account for this fact, Regina provides for 1.5 times the credit hours for preparation and delivery of courses using instructional and information technology. At NSCAD staff are given 1.5 times the normally assigned course credit value. At the Université de Moncton campus d'Edmundston, members receive a stipend for the development of an online course, and a unit of course relief each time they teach an online course. Academic staff at the Atlantic School of Theology negotiated in their first collective agreement a \$2,000 additional stipend for the first offering of an online course.

At Western, courses using Alternative Learning Technologies (ALTs) may be part of the assigned teaching load of a member, and any alteration in load arising from the creation or

presentation of such courses is recognized as part of the Member's Workload. In determining Workload, consideration is given to any additional demands placed on members who teach courses primarily by ALTs.

At Mount Saint Vincent, compensation for the rebroadcast of a televised distance course credits the course developer with a royalty fee of \$250. The member teaching the course shall receive the sum of \$125 per student enrolled in a half-unit course or \$250 per student enrolled in a full-unit.

The method of compensation for the preparation and delivery of online courses should be as similar as possible to regular course teaching — to either be part of regular workload, or to be paid as overload on a per course basis. Some agreements have adopted a different approach: tying compensation to student enrollment, essentially a “piece work” system. As a result, when registration is low, the faculty member's compensation is correspondingly small, even though the preparation time is the same regardless of enrolment numbers. Such a “piece work” system establishes a dangerous compensation precedent. Instead of tying compensation to student numbers, a more appropriate means of accounting for vagaries in class size is for the administration to provide additional teaching assistants or other support as enrollment increases — in the same manner as is done with regular courses.

At Algoma University, the clause on Distance Education for contract academic staff was based on such a “piece work” model until the association negotiated a floor equivalent to the regular per-course stipend for distance courses of up to 25 students, allowing additional compensation tied only to enrollment above that number.

The Université de Moncton campus de Shippagan also has a course-credit floor combined with a scale of additional premiums for preparation and delivery, for different types of technologically-assisted teaching and for different levels of student enrolment.

Choice of Technology

The choice of technology is just one part of the academic decisions regarding a course. This is recognized explicitly in the Western Ontario agreement:

The creation of a course taught through ALTs (Alternative Learning Technologies) shall also include the modification of a course taught through ALTs, conversion of a course from traditional instructional methods to ALTs, and conversion from one ALT to another. Credit courses using ALTs may include but are not limited to: correspondence courses; distance studies courses; and courses which are delivered in whole or in part by means of ICTs, whether or not they are offered on Campus, through the University's internal network, or off Campus through either the Internet or the World Wide Web.²³

At Manitoba the technology must be approved by academic staff:

Instructors must consent to the technology used in teaching courses dependent on information technologies.²⁴

Approval of Online, Distance and Technologically-mediated Courses

Western's agreement ensures that decisions about Alternative Learning Technologies courses follow normal collegial decision making:

The introduction of a credit course or courses using ALTs in a Unit shall be subject to the Unit's normal collegial decision making. This requirement shall not preclude the introduction of ALTs into courses by individual Members.²⁵

Separate Administrative Units for Distance Courses

Some institutions deliver distance education through separate organizational units that require instructors to teach on separate per-course contracts, similar to Continuing Education schools. One example is Open Acadia, the unit of Acadia University responsible for the delivery of credit courses and programs through distance education during Spring and Summer Terms or through extension, and academic staff at Acadia have negotiated language to ensure compliance with the Collective Agreement:

Employees may work on contract with Open Acadia and such contracts shall not violate the terms of this Agreement. Appendix I shall be used when Employees are contracted to develop online credit courses for Open Acadia.²⁶

However, the Acadia agreement also allows for revision procedures for distance learning course materials to be specified on the course development contract. The academic staff agreement at UNB grants UNB Online the right to revise the course when it is no longer being offered by the creator.

Another example is Mount Saint Vincent's Department of Distance Learning and Continuing Education (DLCE):

The development, complete re-development, revision or delivery of a distance education course shall be governed by the terms and conditions of a DLCE contract authorized by the Dean and issued by the Office of the Vice-President (Academic). Copies of this agreement shall be forwarded to the member's Chair, Dean, and the President of the Association; Nothing in any agreement or DLCE contract shall be in contravention of the provisions of the Collective Agreement.²⁷

But some associations have made inroads at ensuring that these courses are managed on a similar basis as all other courses, as at Concordia where a letter of agreement was signed with the Administration in 2008 that effectively brought the preparation and teaching of eConcordia courses into the collective agreement.

A different problem is posed by the Université de Moncton distance education network, established as a pilot project with federal funding in 2005. Because Moncton has three campuses, it was established as an independent network to coordinate the delivery of distance education courses at all three, at arms' length from the actual employer at each campus. And because each campus bargains separately, the pressure for campuses to compete with each other for online offerings has been used to attempt to lower the bar on the workload value and compensation for the individual courses at each bargaining table.

At Laurentian, the first group of instructors teaching exclusively in distance education was certified in 2011. Although they were certified separately, their inclusion in the existing collective agreement provisions which cover other contract academic staff at Laurentian was successfully negotiated. Whether or not this is possible in other circumstances where distance education instructors become certified, there should at least be no reduction of existing rights that have been previously negotiated for other contract academic staff: those rights should form the basis for any new agreement negotiated for distance education separately.

Technological Assistance to Classroom Teaching

In recent years the definition of online education has expanded to include technologically-assisted aspects of classroom teaching, as in the Western agreement:

Credit courses using ALTs also include credit courses where part of the teaching is done using computers where such use of computers replaces conventional classroom teaching, and credit courses using ICTs to manage the teaching component of Member's Academic.

Responsibilities, such as systems for examinations and grading, plagiarism detection systems, electronic class lists, and integrated systems to teach and manage courses in World Wide Web formats. (emphasis added)²⁸

Contract Academic Staff at University of Toronto have paid training in addition to course stipends for teaching-related technology:

*Employees shall receive paid training in Blackboard and any online technology required for the performance of their assigned duties, to be paid at the hourly SIA rate.*²⁹

Blackboard is a course content management system; others include Moodle and WebCT. Creating and maintaining such sites can create an additional layer of work in a course – especially if the site is interactive – and yet it is specifically excluded from the provisions governing online course content in many collective agreements.

Cape Breton: For the purposes of this article, On-line Course Delivery (Distance) (OLCD) refers to the delivery of credit courses through a virtual classroom. OLCD does not refer to classroom teaching off campus. Nor does it refer to on-campus teaching that utilizes some of the same electronic means of delivery used by OLCD courses, for example:

- (a) Videoconferencing or live streaming video;
 - (b) Podcasts, blogs, etc;
 - (c) CD ROMs, DVDs, or other digital storage formats;
 - (d) WWW content, including websites specifically designed for a course and web-based pedagogical tools such as WebCT or Moodle;**
 - (e) Email and evolving means of on-line social-networking.
- Such means of delivery are used by OLCD courses as a substitute for the face-to-face interaction between students and faculty in a traditional classroom.³⁰*

And yet, some associations have at least tried to ensure that intellectual property rights extend to course ware:

*Employee(s) are the sole holders of intellectual property rights in any **course ware** or teaching materials created by them for a technologically-mediated course, subject to the provisions in this Article in regard to teaching materials offered in any other course by the University of New Brunswick.³¹*

Conclusion

Online, distance and technologically-mediated education continues to be important terrain in the battle to preserve and extend hard-won intellectual property rights for academic staff. It has not ceased to be a concern for employers, and academic staff associations should remain vigilant in how they both negotiate and enforce ownership and control over all course content.■

Endnotes

1. The delivery of course content over the Internet or by other electronic means. However, a variety of other phrases are also used: *Emerging Teaching Technologies* (Windsor); *Distance University Education via Technology (DUET)* (Mount Saint Vincent); *Technologically Mediated Course Offerings* (Saint Mary's); *Technology Enhanced Courses* (UNBC); *Alternative Learning Technologies* (Western). The generic term currently used in CAUT's Model Clause on the subject is *Courses delivered at a distance*.

2. Article 34.3.2, University of Manitoba – University of Manitoba Faculty Association 2010 - 2013 Collective Agreement. Hereafter UMFA.

3. Article 30.1, University of Regina 2008-2011, Collective Agreement & University of Regina Faculty Association.

4. Article 38.02(A), Faculty Union Nova Scotia College of Art and Design Unit 1, Collective Agreement Feb 21, 2012 - Dec 31, 2012. Hereafter FUNSCAD.

5. Article 32.2, Agreement between Brandon University & Brandon University Faculty Association Apr 1, 2011 - Mar 31, 2015.

6. Article 19.A.2.4.1.2.2, UMFA.

7. Article 38.02 (B), FUNSCAD.

8. Article 25.2, Collective Agreement between Mount Saint Vincent University Board of Governors and Mount Saint Vincent University Faculty Association Jul 1, 2010 - Jun 30, 2012. Hereafter MSVUFA.

9. Article 23.03 and 23.04, Collective Agreement Board of Governors and Dalhousie Faculty Association 2011 - 2014.

10. Article 15.4.18, Agreement between Saint Mary's University and Saint Mary's University Faculty Union Sep 1, 2009 - Aug 31, 2012.

11. Article 6.35.2 and 6.35.8, Collective Agreement between The Laurentian University Faculty Association and The Board of Governors of Laurentian University, Jul 1, 2011 - Jun 30, 2014.

12. See Bryson arbitration decision,
http://www.facultyassoc.ubc.ca/docs/arbitrations/arb_bryson2004.pdf.

13. Article 39.03, Collective Agreement between Brock University and the Brock University Faculty Association, Jul 1, 2011 - Jun 30, 2014. Hereafter BUFA.

14. Article 6, Faculty Collective Agreement between The University of Western Ontario and The University of Western Ontario Faculty Association- Librarians and Archivists, Jul 1, 2010 - Jun 30, 2015. Hereafter UWOFA.

15. Article 18.08.3, Collective Agreement May 1, 2009 - Apr 30, 2012, York University Faculty Association and York University Board of Governors. Hereafter YUFA.

16. Article 39.07, BUFA.

17. Article 33.06 –Thirteenth Collective Agreement between The Board of Governors of Acadia University and The Acadia University Faculty Association, Jul 1, 2010 - Jun 30, 2014 (Hereafter AUFA) & Article 27.3, MSVUFA.

18. Article 17.2.3, Collective Agreement between The University of Winnipeg and The University of Winnipeg Faculty Association 2010 - 2013.

19. Article 34.3.3, UMFA.

20. Article 35.02.03, Lakehead agreement between the Board of Governors and the Lakehead University Faculty Association, Sep 1, 2011 - Aug 31, 2015.

21. Article 22.2.3, Collective Agreement between the University of Ottawa and the Association of Professors of the University of Ottawa, May 1, 2008 - 30 Apr 2011.

22. Article 18.08.3, YUFA.

23. Article 4, UWOFA.

24. Article 34.3.1, UMFA.

25. Article 5.1, UWOFA.

26. Article 44.03, AUFA.

27. Article 25.1.2 & 25.1.3, MSVUFA.

28. Article 4, UWOFA.

29. Article 23.08, Collective Agreement between The Governing Council of the University of Toronto and The Canadian Union of Public Employees, Local 3902 (Unit 3), Sep 1, 2009 - Aug 31, 2012.

30. Article 27.2.4.1, Collective Agreement between Cape Breton University Faculty Association and Board of Governors Cape Breton University, Jul 1, 2009 - Jun 30, 2013.

31. Article 38.07(b), 11th, Collective Agreement between The University of New Brunswick and The Association of University of New Brunswick Teachers (Group 1), 2009 - 2013.

