

Carleton University's response (using MSWord tracked change) on Appendix I with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: May 11 August 10, 2012

Appendix I: Agreement With Respect To In Class CUTV/~~CUOL~~ Teaching

Intellectual property rights are governed by the CUASA collective agreement (see Article 14).

This contract applies to the CUTV/~~CUOL~~ broadcast ~~or distribution~~ of

(Course number/title)

for the \_\_\_\_\_ term and to re-use as specified in clause 6.

3. Resource Allocation

(a) The employer will provide sufficient resources to produce ~~tapes~~ ~~tapes~~ on-line modules/presentations of courses or recordings of the course for broadcast.

(b) Sufficient production support will be provided, time permitting, to allow minimal editing in order to produce an acceptable product.

(c) The following production resources in addition to normal technical support, will be provided:

(i) additional voice mail for the instructor YES/NO

(ii) additional voice mail for the TA's YES/NO

(iii) One TA for every fifty (50) students registered in the course

TA's— YES/NO

TA's YES/NO

If Yes, If Yes, Number of TA's \_\_\_\_\_

(iv) computer ~~and appropriate software~~ YES/NO

(v) other (specify) \_\_\_\_\_

4. Workload

The workload credit for teaching on CUTV ~~or produced for on-line distribution through CUOL~~ (whether a half ~~or~~ full credit course) during an academic year shall be one half ~~the~~ credit value of the course ~~value extra~~ extra of the course. Variation from this shall be by mutual written agreement. (Information on workload credit shall be transmitted to CUASA.)

(a) The workload credit applies YES/NO

(b) If no, the following workload credit is given: \_\_\_\_\_

(a) ~~The workload credit applies~~ YES/NO

(b) ~~If no, the following workload credit is given:~~ \_\_\_\_\_

5. Cancellation

The employer may cancel the CUTV/~~CUOL~~ portion of a course which is the subject of this agreement at any time and must give notice to the instructor. If the notice of cancellation is given to the instructor less than 30 days before the first scheduled class, the instructor will be provided with the agreed workload credit set out in clause 4.

6. Re-Use and Compensation

(a) It is intended that this CUTV/~~CUOL~~ course shall be rebroadcast

not at all

summer session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO

fall session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO

winter session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO

\_\_\_\_\_ times over \_\_\_\_\_ years The copyright holder shall be the instructor of record YES/NO

The creator shall have the right of first refusal to be assigned the instructor of record YES/NO

(b) The copyright holder retains the right to make revisions and edit the course prior to rebroadcast.

(c) Compensation

(i) When the copyright holder is also the instructor of record, ~~for a course which is rebroadcast, retransmitted, and/or offered on-line, the copyright holder shall receive there will be a~~ there will be a workload credit of half the credit value of the course plus a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(ii) Financial compensation to the copyright holder who is not the instructor of record shall be a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(iii) ~~An increase to~~ Variation of this standard shall be by mutual agreement. (Information on workload credit shall be transmitted to CUASA.)

Compensation: \_\_\_\_\_

Workload Credit: \_\_\_\_\_

Other: \_\_\_\_\_

2. Re-use Outside University

The copyright holder has / has not (circle as appropriate) an interest in the reuse of materials covered by this contract outside this University. If such reuse is proposed, it will be the subject of a separate agreement.

\_\_\_\_\_  
Copyright Holder Date

Recommended by: \_\_\_\_\_  
Chair/Director Date

Approved by: \_\_\_\_\_  
Faculty Dean Date

\_\_\_\_\_  
Associate Vice-President, Student Services Date