



**University of
Prince Edward Island
FACULTY ASSOCIATION**

2008-09 Officers & Staff

MEMO

David Seeler
President
Companion Animals
566-0886
seeler@upei.ca

Betty Jeffery
Vice-President
Robertson Library
566-0741
bjeffery@upei.ca

Wayne Peters
Past-President
Engineering
566-0495
wpeters@upei.ca

Debra Good
Secretary/Treasurer
Business
566-0348
dgood@upei.ca

Nola Etkin
Member-at-Large
Chemistry
566-0693
netkin@upei.ca

David Groman
Member-at-Large
Aquatic Diagnostic Service
Pathology & Microbiology
566-0830
groman@upei.ca

Jane Magrath
Member-at-Large
English
566-0478
jmagrath@upei.ca

Jim Sentance
Member-at-Large
Economics
566-0498
sentance@upei.ca

Susan Gallant
Office Manager
566-0438
sgallant@upei.ca

To: All Members of the Faculty Association
Date: Sept. 16, 2008
Subject: Arbitration Confirms Union's Right to Represent Members on Intellectual Property

An award recently issued by an arbitration board has solidly confirmed the UPEIFA's right to represent its members' interests on intellectual property issues. This award comes three years after a grievance was initially filed by the Union in July 2005 and after a previous settlement of the issue with the Employer had failed to be implemented.

Through this entire process, the Union has maintained that the Employer does not have the right to engage members directly to require them to agree to alterations of their own intellectual property rights when it enters into research funding agreements with third-parties. It has been the Union's position that it is the sole and exclusive bargaining agent for its members on intellectual property rights and other issues covered by the collective agreement. The Union has contended that the Employer must deal with the Union when its members' rights are being affected by third-party research funding agreements. This recent arbitration ruling confirms these principles with the Employer's agreement and orders the Parties to comply with its terms.

The Union has never sought to restrict what its members can do with their own intellectual property. It has only fought to ensure that it is able to protect its members' rights and that it is able to advise members about any implications for their rights from any third-party agreement. This ruling provides the Union with these abilities and puts in place a process with the Employer to deal with third-party funding agreements while ensuring that there are no delays to the research work.

Accordingly, once the Office of Research and Development receives a third-party funding agreement which it is willing to accept and which seeks to alter the rights of the member(s) involved, it must forward the proposed agreement to the Union. The Union then has 10 working days to consult with the faculty member(s) involved and to advise the Office of Research and Development if the third-party funding agreement may be executed.



University of Prince Edward Island FACULTY ASSOCIATION

2008-09 Officers & Staff

David Seeler
President
Companion Animals
566-0886
seeler@upei.ca

Betty Jeffery
Vice-President
Robertson Library
566-0741
bjeffery@upei.ca

Wayne Peters
Past-President
Engineering
566-0495
wpeters@upei.ca

Debra Good
Secretary/Treasurer
Business
566-0348
dgood@upei.ca

Nola Etkin
Member-at-Large
Chemistry
566-0693
netkin@upei.ca

David Groman
Member-at-Large
Aquatic Diagnostic Service
Pathology & Microbiology
566-0830
groman@upei.ca

Jane Magrath
Member-at-Large
English
566-0478
jmagrath@upei.ca

Jim Sentance
Member-at-Large
Economics
566-0498
sentance@upei.ca

Susan Gallant
Office Manager
566-0438
sgallant@upei.ca

It is very important to note that the Union has agreed that if a member wants the contract to be executed, the Union will not arbitrarily decide otherwise. Normally, the only time that the Union would advise the Office of Research and Development that an agreement must not be executed would be if that is the direction provided to it by its member(s) after being fully advised by the Union of their rights under the collective agreement.

The Employer has agreed that in any instances where intellectual property is assigned to the University for commercialization purposes and commercialization does not occur, the University will release its assignment back to the member(s) involved.

A further aspect of this ruling will deal with those members who met with the Union during May/June 2007 and indicated their desire to have the Employer re-visit their third-party research funding agreements. Meetings will be scheduled soon between the member(s) involved, the Union, and the Office of Research and Development to provide an opportunity to resolve the outstanding issues. Should this not be possible, the University is required to contact the third-party directly to seek its agreement to amend the intellectual property terms to recognize the member's interests under the collective agreement. If the matter is still unresolved after this step, a voluntary mediation process has been established with a final recourse under Section H4.8.1 of the collective agreement.

Should you have any questions or concerns about this arbitration ruling or the processes that have been established to deal with intellectual property and third-party funding agreements, please contact the Union directly.