



**Collective Agreement**

**between**

**The University of Western Ontario**

**and**

**The University of Western Ontario  
Faculty Association – Librarians and Archivists**

**July 1, 2015 - June 30, 2019**



## TABLE OF CONTENTS

<a href="#">Definitions</a> .....	1
<a href="#">Academic Fraud and Misconduct</a> .....	3
<a href="#">Academic Freedom</a> .....	6
<a href="#">Alternative Workload</a> .....	8
<a href="#">Annual Report and Review</a> .....	10
<a href="#">Appointments</a> .....	18
<a href="#">Association Dues</a> .....	28
<a href="#">Association Rights</a> .....	29
<a href="#">Child and Family Care</a> .....	31
<a href="#">Compensation and Benefits</a> .....	32
<a href="#">Conflict of Interest and Conflict of Commitment</a> .....	42
<a href="#">Copies of the Agreement</a> .....	46
<a href="#">Court Leave</a> .....	47
<a href="#">Deferred Salary Leave</a> .....	48
<a href="#">Discipline</a> .....	50
<a href="#">Discrimination and Harassment</a> .....	54
<a href="#">Duration of the Agreement</a> .....	66
<a href="#">Education Assistance</a> .....	67
<a href="#">Education Leave</a> .....	69
<a href="#">Elected Public Office Leave</a> .....	71
<a href="#">Emergency Suspension</a> .....	73
<a href="#">Employment Equity</a> .....	74
<a href="#">Entry or Return of Administrators to the Bargaining Unit</a> .....	78
<a href="#">Exchange Leave</a> .....	79
<a href="#">Financial Emergency</a> .....	81
<a href="#">Grievance and Arbitration</a> .....	86
<a href="#">Health and Safety</a> .....	92
<a href="#">Implications of Technology</a> .....	94
<a href="#">Income Security</a> .....	96
<a href="#">Information</a> .....	103
<a href="#">Institutional Performance Indicators</a> .....	106
<a href="#">Intellectual Property</a> .....	107
<a href="#">Joint Committee</a> .....	124
<a href="#">Leave of Absence</a> .....	125
<a href="#">Liability Insurance</a> .....	127
<a href="#">Library Directors and Department Heads</a> .....	128
<a href="#">Management Responsibilities</a> .....	136
<a href="#">No Strike or Lock-Out</a> .....	137
<a href="#">Official File</a> .....	138
<a href="#">Pregnancy and Parental/Adoption Leave</a> .....	142
<a href="#">Privacy</a> .....	147
<a href="#">Professional Expense Reimbursement</a> .....	151
<a href="#">Professional Leave</a> .....	153
<a href="#">Promotion and Continuing Appointment</a> .....	159

<a href="#">Reassignment</a> .....	174
<a href="#">Recognition</a> .....	178
<a href="#">Reduced Workload</a> .....	179
<a href="#">Responsibilities of Members</a> .....	182
<a href="#">Retirement and Resignation</a> .....	187
<a href="#">Use of Facilities and Services Provided by Third Parties Under Licence or Contract</a> ..	191
<a href="#">Vacations and Holidays</a> .....	194
<a href="#">Working Conditions</a> .....	193
<a href="#">Workload</a> .....	196
<a href="#">Letter of Understanding – Academic Activity Support Fund</a> .....	199
<a href="#">Letter of Understanding – Annual Planning Process</a> .....	200
<a href="#">Letter of Understanding – Document Formats</a> .....	201
<a href="#">Letter of Understanding – Nominations and Elections Process</a> .....	202
<a href="#">Letter of Understanding – Reassignment Contingency</a> .....	204
<a href="#">Letter of Understanding – Transition Promotion Fund</a> .....	205
<a href="#">Letter of Understanding – Units</a> .....	206
<a href="#">Appendix A OLRB Certificate</a> .....	208
<a href="#">Appendix B Canadian Library Association</a> .....	209
<a href="#">Appendix C Arbitrators</a> .....	210

## DEFINITIONS

**Academic Colleague** shall be defined as a faculty member, Librarian or Archivist from the University who may attend proceedings, as permitted in this Collective Agreement, in support of a colleague. The Academic Colleague may assume the role of a listener, advocate, witness or presenter, but cannot act in the capacity of legal counsel.

**Academic Year** shall mean the period from July 1 to June 30.

**Association** shall mean The University of Western Ontario Faculty Association (UWOFA).

**Bargaining Unit** shall mean all persons employed as Librarian and Archivist members of the academic staff at The University of Western Ontario and represented by The University of Western Ontario Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, 3846-03-R dated September 15, 2004.

**Board of Governors** or **Board** shall mean the Board of Governors of The University of Western Ontario as established by the *University of Western Ontario Act, 1982*, as amended from time to time.

**Campus** shall mean the property of The University of Western Ontario

**Employer** shall mean The University of Western Ontario acting through the Board of Governors and through any other person not in the Bargaining Unit authorized by office or specific delegation to act on the Board's behalf.

**Faculty** shall mean an academic Faculty as constituted by the Senate and the Board of Governors.

**Fiscal Year** shall mean the period from May 1 to April 30.

**Member** shall mean any member of the Bargaining Unit.

**Member of the Bargaining Unit** shall mean any member of the Bargaining Unit.

**Parties** shall mean the parties to this Collective Agreement, viz. The University of Western Ontario and The University of Western Ontario Faculty Association.

**School** shall mean an academic School (with the exception of the School of Graduate and Postdoctoral Studies) as constituted by the Senate and the Board of Governors.

**Senate** shall mean the Senate of The University of Western Ontario as established in the *University of Western Ontario Act, 1982*, as amended from time to time.

## *Definitions*

**Unit** shall refer to a Library, Department or other operational division, established within Western Libraries or within a Faculty, in which one or more Librarians or Archivists are assigned, subject to the provisions of the Letter of Understanding "Units".

**University** shall mean The University of Western Ontario as established in the *University of Western Ontario Act, 1982*, as amended from time to time.

## **Interpretations**

**Due Dates:** Where a party is required to meet a deadline set in the Collective Agreement for the submission of materials, and such a deadline falls on a Saturday, Sunday, statutory holiday or other day when the University's Administration Offices are closed for regular business, the deadline shall be moved to the next day on which such offices are open for regular business

## ACADEMIC FRAUD AND MISCONDUCT

1. The Employer and the Association and its Members acknowledge that the University is subject to the application of the *Tri-Agency Framework: Responsible Conduct of Research*, as amended, and various agreements/sub-agreements with other research funders. Without derogating from the principle of institutional responsibility, the Association and its Members shall take all proper and reasonable steps to meet obligations under these agreements.
  - 1.1 The Employer shall strive to provide an environment that supports the best research and that fosters researchers' abilities to act honestly, accountably, openly and fairly in the search for, and dissemination of, knowledge by: establishing, publicizing and applying a research conduct policy and procedures; reporting to the Tri-Agency Secretariat on Responsible Conduct of Research; and by promoting education on, and awareness of, the responsible conduct of research; all in compliance with the *Tri-Agency Framework: Responsible Conduct of Research*.
2. The University Policy on *Academic Integrity in Research Activities*, MAPP 7.0, effective date September 24, 2013 shall be incorporated into this Collective Agreement and shall apply to the Employer, the Association and the Members.
  - 2.1 In the case of conflict between the provisions of MAPP 7.0, and any other provisions of this Collective Agreement, such other provisions of this Collective Agreement shall prevail. In the case of conflict between the provisions of MAPP 7.0 and/or this Collective Agreement and any relevant legislation, the provisions of the legislation shall prevail.
  - 2.2 Should the Employer make changes to MAPP 7.0, or introduce a successor policy, it shall advise Joint Committee. Where the parties agree to do so, the changes or successor policy shall be incorporated into this Collective Agreement.
3. Honest error, conflicting data, differences in the interpretation or assessment of data or of experimental design or practice do not constitute fraud or misconduct unless there has been intent to mislead. Any finding of fraud or misconduct in research or Academic Activity (as defined in the Article *Responsibilities of Members*) by the University shall require clear, cogent and convincing proof of actual dishonest purpose and intent or reckless disregard for the likelihood to mislead.
4. Examples of research or Academic Activity misconduct are described in section 3 of the University Policy *Academic Integrity in Research Activities*, MAPP 7.0.

### Retention of Research Materials

5. Members shall be responsible for providing the Employer access to his or her research or Academic Activity materials in electronic or some other format for seven (7) years from publication or release to the public of the research results.

This Clause shall not apply where destruction of original research materials or data before the expiration of a seven (7) year period is a legitimate pre-condition for conducting research and other Academic Activity; where such destruction of original materials is required, the Member shall provide access to secondary materials in which observations of the original data have been recorded.

## **Procedures**

6. Everyone in the University community plays an important role in the process for addressing allegations of research or Academic Activity misconduct and in helping to ensure that allegations are addressed appropriately and in a timely manner. The procedures to be followed by any person making or involved in an allegation are described in sections 4, 5 and 6 of the University policy on *Academic Integrity in Research Activities*, MAPP 7.0.
- 6.1 Where an Investigation Panel is required under the University policy on *Academic Integrity in Research Activities*, MAPP 7.0, in respect of a Librarian or Archivist Member Respondent, the Panel shall consist of:
  - a) a member of Western's community with legal expertise, as appointed by the Vice-President (Research) or designate, who shall act as Chair;
  - b) the Chief Librarian, Dean, or designate from the respective Unit of the Respondent;
  - c) two faculty members, Librarians or Archivists from Units outside of the Unit of the Respondent, at least one of whom shall be a Librarian or an Archivist;
  - d) where required by the Tri-Agency Framework or on request of the Respondent or Vice-President (Research) or designate, an external member, appointed by the Vice-President (Research) or designate, who has no current appointment with the University and has the appropriate expertise in the discipline to serve on the Panel. Emeritus librarians, archivists or faculty are eligible to serve on the Panel.
  - e) If additional expertise in the discipline is required on the Investigation Panel the Vice-President (Research) or designate, may appoint up to two additional members from within or outside the University.
- 6.1.1 Should any investigator or Investigation Panel member have a conflict of interest in the matter, he or she shall declare it and shall withdraw from the Investigation. In such a case, the Vice-President (Research) or designate, shall appoint a replacement.
7. Allegations shall be made in accordance with the provisions of sections 4 and 5 of the University policy on *Academic Integrity in Research Activities*, MAPP 7.0.
8. Any and all disciplinary measures shall be in accord with the provisions of the Article *Discipline*.

9. All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
10. The Employer shall endeavour to:
  - a) restore and protect the reputation and credibility of a Member wrongfully accused of fraud or misconduct in research or Academic Activity including, but not limited to, written notification of the decision to all agencies, publishers or persons who were informed by the Employer of the investigation;
  - b) protect the rights, position and reputation of a Member who in good faith makes an allegation of fraud or misconduct in research or Academic Activity or whom it calls as a witness in an investigation. Such protection shall include the provision of the University's legal counsel should the Member be sued as a result of making an allegation or participating as a witness in an investigation or proceedings related to an allegation, provided that the Member is at all times acting in good faith;
  - c) minimize disruption to the research or Academic Activity of the Member making the allegation and of any third Party whose research or Academic Activity may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
  - d) ensure that any substantial disruption to Professional Practice, Academic Activity and Service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referred to in a) and c) above.
11. The Employer shall, where practicable, take such disciplinary action as it deems appropriate against any person who makes allegations of fraud or misconduct in research or Academic Activity which are reckless, malicious or not in good faith.

## ACADEMIC FREEDOM

1. The essential functions of a university are the pursuit, creation and dissemination of knowledge through research and other scholarly and creative activities, and by teaching. Academic Freedom is essential to these functions and ensures the right of Members who, as part of their Responsibilities, teach, investigate and speculate, and/or create exhibits or displays, to do so without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected. Members shall enjoy the right to Academic Freedom and shall be free from institutional censorship. These rights are central to the protection of the public interest and the pursuit of truth.
2. Academic Freedom specifically entails, but is not necessarily limited to, the right of Members to state their views on matters relating to their expertise; to criticize the Employer, the Association or any corporate, political, public or private institution; and where the below-mentioned activities are part of their Responsibilities, to:
  - a) conduct research and to publish or make public the results thereof, and according to a schedule, deemed appropriate by the Member(s) concerned, subject to the provisions of any contract with a third party that imposes a delay on the publication of the Member's research. However, any contractual arrangement concerning research shall comply with standards of conduct that membership in a professional body may impose on that Member, with the Articles *Intellectual Property* and *Responsibilities of Members*, with relevant federal and provincial statutes, and with regulations and policies promulgated by Senate or the Board of Governors which are not in conflict with this Collective Agreement, for the protection of researchers, human subjects, and the health and safety of the public;
  - b) teach and discuss;
  - c) choose their own teaching methods;
  - d) select, acquire, disseminate or use materials in the exercise of the Member's Responsibilities, subject to the exceptions specified in Clauses 8.1, 8.1.1, and 8.1.2 below and relevant acquisitions and/or collections policy; and
  - e) create exhibits or displays;  
all without deference to prescribed doctrine.
3. The Employer and the Association agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.
4. The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Member by the Employer or the Association. Neither shall the Employer or the Association countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any

penalties or reprisals upon Members by any person, institution, agency or corporation with whom the Employer or the Association does business, or by any donor to the University or the Association, or from any source within the University.

5. The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the professional obligation to assist and carry out Responsibilities based on an honest and ethical search for knowledge.
6. Academic Freedom does not require neutrality on the part of a Member nor does it preclude commitment on the part of a Member. Rather, Academic Freedom makes such commitment possible. Academic Freedom also carries the responsibility to respect the rights and freedoms of others. In particular, Members are expected to recognize the right of other members of the academic community - faculty, staff and students -- to express their opinions. Academic Freedom does not confer legal immunity or legal defence by the Employer in respect of positions that may be taken but which are not specifically sanctioned by the Employer, nor diminish the obligation of Members to meet their responsibilities to the Employer.
7. Members shall not purport to speak on behalf of the Employer or the Association unless specifically authorized to do so. However, a statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the Employer. Similarly, a statement of Membership or position in the Association shall not be construed as an attempt to speak on behalf of the Association.
8. The Parties endorse and subscribe to the statement defining Academic Freedom in the context of libraries and expressing the responsibility of libraries to uphold Academic Freedom, given originally as the Canadian Library Association's *Statement on Intellectual Freedom* (see Appendix B).
  - 8.1 In accordance with the *Statement on Intellectual Freedom* (Appendix B), Members shall uphold the principles of access, intellectual freedom and free expression in the performance of their Responsibilities.
    - 8.1.1 The Parties acknowledge and accept that Members may restrict access to archival *fonds* and collections in order to comply with the terms of a donor agreement, Regulations of Senate and University policy as approved and promulgated by the Board of Governors, or federal or provincial legislation; and may restrict access to fragile, rare or valuable original materials.
    - 8.1.2 The Parties acknowledge and accept that archivist Members must restrict access to University records transferred to the physical custody of The University of Western Ontario Archives to those individuals authorized by the transferring unit.

## ALTERNATIVE WORKLOAD

1. The proportions of Professional Practice, Academic Activity and Service in the Normal Workload of a full-time Member may be altered for a specified period of Alternative Workload.
2. An Alternative Workload arrangement shall not change the overall magnitude of a Member's Workload.
3. A Member seeking an Alternative Workload arrangement shall apply in writing to the Chief Librarian or Dean at least three (3) months before the proposed Alternative Workload arrangement is to take effect. An application made less than three (3) months before the proposed change shall be considered only in cases of unforeseen circumstances.
  - 3.1 The Member's application shall state the reasons for the proposed Alternative Workload arrangements, the period for which they are to apply, and the proposed Responsibilities of the Member during that period.
  - 3.2 The Chief Librarian or Dean shall not arbitrarily withhold approval of the application. The Chief Librarian or Dean shall notify the Member of his or her decision on the application within twenty (20) working days of receipt of the application. Any decision not to approve the application shall be accompanied by written reasons. The Chief Librarian or Dean shall forward the proposed agreement to the Provost for final approval on behalf of the Employer. The proposed agreement shall state the period for which the Alternative Workload arrangements are to apply and the Responsibilities of the Member during that period and shall be signed by the Member, the Member's supervisor and the Chief Librarian or Dean. The Provost shall not arbitrarily withhold such approval. Any decision by the Provost not to approve the proposed agreement shall be accompanied by written reasons. The approved agreement shall be sent to the Member within twenty (20) working days of the Provost's approval, a copy shall be placed in the Member's Official File and a copy shall be sent to the Association.
4. The Chief Librarian or Dean may initiate discussion of a possible Alternative Workload arrangement for a Member at a meeting with the Member. Following such a discussion, the Chief Librarian or Dean may propose an Alternative Workload arrangement for the Member. Such a proposal shall be in writing, shall invite the Member to discuss its provisions and shall state that the Member's participation in any Alternative Workload agreement is voluntary.
  - 4.1 Members have the right to have a representative of the Association present at any discussion of the proposal.
  - 4.2 The Chief Librarian or Dean shall make any such proposal at least twenty (20) working days before the proposed Alternative Workload arrangement is to take effect.

5. An initial period of Alternative Workload may run for part or all of an Academic Year, for consecutive Academic Years, or until the Member resigns or retires.
- 5.1 An initial period of Alternative Workload may be followed by additional periods of Alternative Workload. Any such subsequent period(s) may run for all or part of an Academic Year, for consecutive Academic years, or until the Member resigns or retires.
- 5.2 Applications for additional periods of Alternative Workload, or for amendments to Alternative Workload arrangements, shall follow the procedures outlined in Clauses 3, 3.1 and 3.2 of this Article.
- 5.3 Members on Alternative Workload have the right to obtain reinstatement of Normal Workload immediately upon conclusion of the Alternative Workload period, or upon agreement of the Employer prior to the completion of an Alternative Workload period.
6. Where acceptance of a Library Director or Department Head position changes the Workload balance of a Member, such changes shall be reflected in an Alternative Workload agreement, in accordance with the provisions of the Article *Alternative Workload*.
- 6.1 Where a Member with Responsibilities in Academic Activity receives an Alternative Workload under Clause 14 of the Article *Library Directors and Department Heads* which reduces the proportion of Academic Activity in his or her Workload, the Member shall be entitled to a further Alternative Workload sufficient to recover the commitment to Academic Activity that was foregone. Such an Alternative Workload arrangement shall commence immediately upon completion of the term as Library Director or Department Head.
7. Where a Member with Responsibilities in Academic Activity receives an Alternative Workload which reduces the proportion of Academic Activity in his or her Workload in order to engage in Service to the Association or undertake an Administrative role, the Member shall be entitled to a further Alternative Workload sufficient to recover the commitment to Academic Activity that was foregone. Such an Alternative Workload arrangement shall commence immediately upon completion of the Service or Administrative role.
8. Members on Alternative Workload have the right to apply for Promotion.

## **ANNUAL REPORT AND REVIEW**

1. An Annual Review shall be conducted for all Members.
2. The purpose of the Annual Review is to:
  - a) provide an annual assessment of performance that allows recognition of a Member's achievements, and to identify areas for development in the Member's Professional Practice, Academic Activity and/or Service activities, as appropriate to the Member's Responsibilities and Workload;
  - b) provide for formative support and mentoring, and;
  - c) provide a basis for salary increments linked to performance for Full-Time Members.
3. A Member's Annual Review shall be based on the following documentation:
  - a) an Annual Report submitted by the Member, as defined in Clause 4.4 of this Article;
  - b) a Supervisor's Assessment by the Member's immediate supervisor as defined in Clause 10; and
  - c) any other documents in the Member's Official File that are relevant to an assessment of the Member's performance in the period under review.

### **Annual Report**

4. Each Member shall submit an Annual Report for the review period of the previous academic year to the Chief Librarian or Dean and shall submit a copy to his or her immediate supervisor by November 15 of each year. A copy of the Annual Report will be placed in the Member's Official File.
  - 4.1 Notwithstanding Clause 4, the following Members may decline to provide an Annual Report:
    - a) Full-Time Members in the final year of their Appointment;
    - b) Full-Time Members who did not have a Full-Time Appointment for more than three months during the review period;
    - c) Full-Time Members on Professional Leave at the time of the Annual Report submission;
    - d) Full-Time Members on Professional Leave who have a prior agreement with the Chief Librarian or Dean to receive the same assessment as in the year prior to the Professional Leave, in accordance with Clause 19 of the Article *Professional Leave*; and

- e) Members on sick leave or Pregnancy, Parental/Adoption Leave, or on an Employer approved Leave of Absence.
- 4.2 Each Member holding a Probationary Appointment shall also submit an Annual Report after completing six (6) months of employment, unless that anniversary is within two (2) months of the report required under Clause 4.
- 4.2.1 A Probationary Member at General Rank shall meet with his or her immediate supervisor for an informal review at least once between each scheduled Report under Clause 4.2 above.
- 4.3 The Annual Report shall be submitted by the Member in a standardized paper and electronic format as agreed upon by the Association and the Employer.
- 4.4 The Annual Report shall include, but is not limited to the following, as is relevant to the Member's Responsibilities:
- a) an up-to-date *curriculum vitae*;
  - b) a statement of the balance of Responsibilities, Professional Practice, Academic Activity and Service, as established in accordance with the Article *Workload*, which a Member had during the period under review; and, if applicable, a statement indicating how the balance of Responsibilities has been modified by any provisions specified in this Collective Agreement;
  - c) the Member's review of her or his performance in the area of Professional Practice. In cases where the Member's work is on projects of long-term duration the Member may include reference to earlier work that relates specifically to the project for the year currently under review. This review may include some or all of the following, with relevant explanation:
    - (i) progress toward achieving goals and objectives outlined in his or her Planned Activities and Contributions document for the period under review, in accordance with *Workload* Clause 3;
    - (ii) a list of professional development activities and a short description of selected activities of significance to the development of the Member as a Librarian or Archivist;
    - (iii) a report of any Employer-approved work outside the Unit;
    - (iv) other significant activities and achievements relevant to the Member's Professional Practice Responsibilities.
  - d) as applicable, a description of the Member's performance in the area of Academic Activity for the period under review and, where necessary, earlier work that relates specifically to the Academic Activity for the year currently under review;

## *Annual Report and Review*

- e) as applicable, a description of the Member's performance in Service for the period under review and earlier work, where necessary, that relates specifically to Service for the year currently under review;
  - f) identification of how the Member could continue to develop in his or her areas of Responsibility; and
  - g) any comments or specific suggestions for the Member's immediate supervisor on ways he or she can help to enhance the Member's future performance and/or better meet the goals of the Unit.
- 4.5 It is the Member's responsibility to provide in the Annual Report sufficient explanation of activities and their outcomes to enable the immediate supervisor and the Chief Librarian or Dean or designate to assess the Member's performance. In the absence of an Annual Report, or of sufficient explanation within it, the Member's immediate supervisor shall send a request to the Member to submit within five (5) working days an Annual Report, or to provide within five (5) working days what explanation may be lacking in the Annual Report submitted by the Member. If the Member does not within five (5) working days submit an Annual Report or provide additional explanation in response to this request, the Member's immediate supervisor shall assess the Member's performance in accordance with Clause 7. Where the information remains insufficient for an assessment, the Chief Librarian or Dean or designate may categorize the Member's performance as below the acceptable level. This Clause does not apply to Members who decline to submit an Annual Report under the terms of Clause 4.1.
- 4.5.1 Full-Time Members who have not had a Full-Time Appointment for more than three months during the review period shall receive the average Basic Salary Points under the Article *Compensation and Benefits*.
- 4.5.2 Where a Member on sick leave, Pregnancy, Parental or Adoption Leave, approved Leave of Absence, or Elected Public Office Leave at the time of the Annual Report submission declines to submit an Annual Report pursuant to Clause 4, the Member's immediate supervisor and the Chief Librarian or Dean or designate shall provide the Member with the same assessment as in the year prior to the Leave.
- 4.5.3 If a Member has been on Education Leave or Exchange Leave during the review period, the Member shall be deemed to have had a Normal Workload during the period of the Leave. A Member who does not wish to be deemed to have had a Normal Workload during the period of an Education Leave or Exchange Leave may request an Alternative Workload for the period of the Leave.
- 4.5.4 If a Member has been on Academic Activity Leave during the review period the Member shall be deemed to have had a Workload consisting exclusively of activities defined by the Member's Academic Responsibilities in the area of Academic Activity. As specified in Clauses 1 to 2.3 of the Article *Professional*

Leave a Member on Academic Activity Leave shall be deemed to have an Alternative Workload of 100% Academic Activity, unless the Member requests an Alternative Workload for the period of the Leave.

- 4.5.5 If a Member has been on Study Leave during the review period the Member shall be deemed to have had a Workload consisting exclusively of professional development activities. As specified in Clauses 3 to 4.2 of the Article *Professional Leave* a Member on Study Leave shall be deemed to have an Alternative Workload of 100% Professional Practice, unless the Member requests an Alternative Workload for the period of the Leave.
- 4.5.6 Where a Member has been on sick leave, Pregnancy and/or Parental/Adoption Leave or Employer-approved Leave of Absence or Elected Public Office Leave, and the Leave was in excess of six months, the period of Leave shall be removed from the period considered in the Annual Report and Review. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year following the Leave.
- 4.5.7 The Chief Librarian or Dean or designate shall allow for periods of Employer-approved sick leave or accommodation in a Member's assessment such that the Member is not penalized for having taken the Leave or accommodation.
- 4.6 For a Member who has had more than one immediate supervisor during the review period, his or her current immediate supervisor, where possible, shall consult with the Member's previous supervisor(s) when assessing the Member's performance in accordance with Clause 7.

### **Annual Review Committee**

- 5. The criteria and supporting evidence used for the assessment of the performance of all Members may be reviewed at the request of either the Association or the Employer. Such a request must be made by June 1. If a review is requested by either Party, an Annual Review Committee shall be established by July 1. Any revisions to the criteria and supporting evidence proposed by the Annual Review Committee shall be approved following the process prescribed in Clause 5.3 or 5.4 and shall be made available to the Members as provided for in Clause 5.5.
- 5.1 The composition of the Annual Review Committee shall be three Members elected by the Members and three individuals named by the Employer. The Committee may consult with and/or solicit suggestions from Members and from Administrators responsible for supervising Members.
- 5.2 By September 1 the Annual Review Committee shall review the criteria and supporting evidence used for the assessment of the performance of all Members and identify any proposed revisions.

## *Annual Report and Review*

- 5.3 Within two weeks of identification of any proposed revisions to the criteria and supporting evidence, the Annual Review Committee shall submit it to Members for ratification by a majority ballot, and forward it to the Chief Librarian and Deans of Faculties in which there are Members.
- 5.4 If the Annual Review Committee is unable to reach an agreement on the proposed revision(s) to the criteria and supporting evidence to be used for the assessment of the performance of Members by the deadline prescribed in Clause 5.2, or if the revisions to the criteria and supporting evidence proposed by the Annual Review Committee are not ratified by a majority ballot of the Members, the Chief Librarian and Deans of Faculties in which there are Members shall determine what revisions, if any, are to be made to the criteria and supporting evidence to be used.
- 5.5 Following either the ratification of the proposed revisions to the criteria and supporting evidence under Clause 5.3 or the determination of what revisions, if any, are to be made to the criteria and supporting evidence by the Chief Librarian and Dean(s) under Clause 5.4, copies of the revised criteria and supporting evidence shall be made available to all Members and a copy sent to the Association by November 1.

### **Annual Review**

6. The Annual Review shall be conducted in accordance with the provisions of the Article *Academic Freedom*, and shall assess a Member's performance of his or her Responsibilities, as set out in the Article *Responsibilities of Members* and modified by any of the provisions of this Collective Agreement.
7. Using the criteria and supporting evidence referred to in Clauses 5 and 5.2 through 5.5 of this Article, the Member's immediate supervisor shall assess each Member's performance in fulfilment of his or her Responsibilities and duties in each of Professional Practice, Academic Activity and/or Service, as appropriate to the Member's Responsibilities and Workload. This assessment shall be based on the Member's Annual Report, the Annual Review Meeting, and any other relevant documentation in the Member's Official File.
8. An Annual Review Meeting shall be held between the Member and his or her immediate supervisor by March 15. The purpose of the meeting is to provide an opportunity to discuss the Member's performance of his or her Responsibilities for the period under review, in accordance with the overarching purpose of the Annual Review as outlined in Clauses 2a) and 2b). The Annual Review Meeting also informs the completion of the Supervisor's Assessment.
- 8.1 The Annual Review Meeting is also intended to provide an opportunity for discussion of the Member's progress towards meeting the criteria for Promotion and/or Continuing Appointment.

9. No later than January 5, the Member's immediate supervisor shall prepare a one-page agenda, listing topics, questions or concerns to be discussed at the Annual Review Meeting, and shall send this agenda to the Member.
- 9.1 The Member may add topics to the agenda by responding in writing to the immediate supervisor within ten (10) working days of receipt of the agenda.
- 9.2 By January 15, a Member holding a Continuing Appointment may request, in writing, that the Chief Librarian or Dean attend the Annual Review Meeting with his or her immediate supervisor. The Chief Librarian or Dean shall respond in writing to the request within ten (10) working days of its receipt, and shall inform the Member of the date of the requested meeting and whether the Chief Librarian or Dean shall be represented by a designate.
- 9.2.1 By January 15, the Chief Librarian or Dean may request, in writing, to attend the Annual Review Meeting of a Member with Continuing Appointment and his or her immediate supervisor. The request shall include proposed dates, and indicate whether the Chief Librarian or Dean shall be represented by a designate. The Member shall respond, in writing, to this request within ten (10) working days of receipt of the request.
- 9.2.2 The Chief Librarian or Dean or designate shall participate in the Annual Review Meeting for a Member holding a Probationary Appointment.
- 9.3 At the Annual Review Meeting, the Member has the right to be accompanied by an Academic Colleague or by a representative of the Association, on one (1) week's notice to the Member's immediate supervisor.
- 9.4 A Member who performs Employer-approved work outside the Unit and within the University may request the presence of the immediate supervisor of said work to be at the Annual Review Meeting.
- 9.5 Following the Annual Review Meeting, if the Member wishes to submit a revised Annual Report based on discussions in the Annual Review Meeting, the Member must notify his or her immediate supervisor within five (5) working days of the Annual Review Meeting. Where this notification is given, the Member shall submit the revised Annual Report to the Chief Librarian or Dean by March 30, with a copy to his or her immediate supervisor. The revised Annual Report will replace the previously submitted Annual Report in the Member's Official File.
10. Following the Annual Review Meeting, the Member's immediate supervisor shall prepare a written Supervisor's Assessment of the Member's performance, in accordance with Clause 7. The Supervisor shall submit this Assessment to the Chief Librarian or Dean by April 30.
11. The Annual Review Report shall consist of brief comments supporting the categorization awarded to the Member for each of the areas of the Member's Responsibilities. The Chief Librarian or Dean or designate shall, in consultation

## *Annual Report and Review*

with the Member's immediate supervisor, categorize the Member's performance as being one of:

- a) outstanding;
- b) very good;
- c) good;
- d) acceptable; or
- e) below the acceptable level.

- 11.1 The categorization referred to in Clause 11 shall be based on the assessment of the Member's performance in each area of Responsibility and shall reflect the criteria and supporting evidence identified in accordance with the process provided for in Clauses 5 to 5.5.
- 11.2 The Chief Librarian or Dean or designate shall sign the final written Annual Review Report and send it to the Member, with a copy of the Supervisor's Assessment, by May 31. The Chief Librarian or Dean or designate shall send a copy to the Member's immediate supervisor. The Employer shall place a copy in the Member's Official File.
- 11.3 Once the Chief Librarian or Dean or designate has sent the signed Annual Review Report to the Member, the Member has the right to respond in writing to the Chief Librarian or Dean with any concerns she or he has about the Annual Review Report. The Employer shall place the written response in the Member's Official File with the Annual Review Report.
- 11.4 Once the Chief Librarian or Dean or designate has sent the signed Annual Review Report to the Member, the Member or the Chief Librarian or Dean may request a meeting if either party believes that there are any unresolved issues or concerns that merit additional, formal discussion. The request shall be made in writing and shall identify the specific issues or concerns to be addressed in the meeting. This meeting shall occur within ten (10) working days of receipt of the request, and shall be attended by the Member, the Chief Librarian or Dean, the Member's immediate supervisor and, if the Member wishes, an Academic Colleague or a representative of the Association.
  - 11.4.1 Within two (2) weeks of this meeting, the Chief Librarian or Dean shall send a written report of the meeting to the Member. A copy of this report shall be placed in the Member's Official File.
  - 11.4.2 A Member has the right to respond to the report in writing to the Chief Librarian or Dean within four (4) weeks of the Chief Librarian's or Dean's report. The Employer shall place the response in the Member's Official File with the original report.

12. Each year before July 30, the Employer shall provide the Association and the Employment Equity Committee with the number of Members assessed in each Unit, together with means and standard deviations of performance scores for the Bargaining Unit and for each Unit, in aggregate and broken down by gender, with all Units with fewer than four (4) Members combined into one assessment unit.
13. The Annual Report and Review process described in the Article shall be separate from disciplinary processes described in the Article *Discipline*.
- 13.1 The Association and the Employer agree that a categorization of a Member's performance as being "below the acceptable level" in any or all of Professional Practice, Academic Activity and Service does not itself constitute proof of a Member's failure to discharge her or his Responsibilities through incompetence or neglect of duties in any or all of these areas of activity. The Association and the Employer further agree that such a categorization may only constitute background information in an allegation by the Employer that a Member has failed to discharge her or his Responsibilities through incompetence or neglect of duties. The facts leading to, and following from, such a categorization, but not the categorization itself, may be considered as evidence of such failure in the event of an arbitration hearing.

## APPOINTMENTS

### Definitions

1. An Appointment shall be approved by the Employer and filled through competition at the Rank of:
  - a) General Librarian or General Archivist;
  - b) Assistant Librarian or Assistant Archivist;
  - c) Associate Librarian or Associate Archivist; or
  - d) Senior Librarian or Senior Archivist.

An Appointment shall be one of Continuing, Probationary or Term.

2. For all Ranks, Members shall have the following qualifications:
  - a) Librarian Members shall have a Master's degree from a program accredited by the American Library Association (ALA), or equivalent degree, or a PhD degree in library and information science, or equivalent degree.
  - b) Archivist Members shall have a Master's degree in Archival Studies, or a Master's degree with an archival studies specialization, or a Master's degree combined with relevant experience as an Archivist, or a PhD degree in archival studies, or equivalent degree.

- 2.1 Notwithstanding Clause 2 above, all Members who were Members as of June 30, 2006 and who do not have the qualifications stated therein shall be exempted from the provisions of that Clause.

3. A *Continuing Appointment* is a permanent full-time Appointment at the Rank of Associate Librarian or Associate Archivist or above. A Member who has successfully completed a probationary period or who has been appointed to a Continuing Appointment has the right to continuance of employment subject to the provisions of the Articles *Retirement and Resignation*, *Discipline* and *Reassignment*.

- 3.1 A Member may be appointed to a Continuing Appointment:
  - a) upon successful completion of a Probationary Appointment; or
  - b) on an initial Appointment as Associate Librarian or Associate Archivist or above, upon the recommendation of the Appointments Committee and the Promotion and Continuing Appointment Committee, with the approval of the Provost, in instances where a Librarian or Archivist has

met the criteria for Continuing Appointment as specified in the Article *Promotion and Continuing Appointment*.

4. A *Probationary Appointment* is an Appointment leading to consideration for a Continuing Appointment. Subject to Clauses 4.1.1, 4.1.2, 4.2, and 4.2.1 below, the maximum total length of the probationary period shall be six (6) years.
  - 4.1 A Member appointed to the Rank of General Librarian or General Archivist is expected to exhibit potential for successful performance in Professional Practice and potential for successful performance in Academic Activity and Service. This is the Rank at which a professional career at the University normally begins for Members with little or no experience.
    - 4.1.1 A Member appointed to the Rank of General Librarian or General Archivist shall have a probationary period of two (2) years ending in:
      - a) promotion to a Probationary Appointment at the Assistant Librarian or Assistant Archivist rank, in accordance with the provisions of the Article *Promotion and Continuing Appointment*; or
      - b) termination of employment.
    - 4.1.2 Any probationary period worked, while at the General level, shall count towards the total probationary period, as per Clause 4.
  - 4.2 Subject to Clause 4.2.1, a Member appointed to the Rank of Assistant Librarian or Assistant Archivist or above shall have a Probationary Appointment of four (4) years.
    - 4.2.1 A Member may request early consideration for Promotion and Continuing Appointment, in accordance with the provisions of the Article *Promotion and Continuing Appointment*.
  - 4.3 The probationary period shall be stated in the Letter of Appointment as specified in Clause 11 below and shall begin with the date of Appointment. Any Leave or Employer-approved absence exceeding one (1) month in duration shall cause an extension of the probationary period in an amount equal to the period of absence.
  - 4.4 A Member with a Probationary Appointment shall be considered for a Continuing Appointment in accordance with the Article *Promotion and Continuing Appointment* in the last year of the Member's probationary period.
5. A *Term Appointment* is a full-time or part-time Appointment for a contractually limited period of up to and including two (2) years.
  - 5.1 A Term Appointment may be made at any Rank, and shall be filled in accordance with Clauses 10 through 10.2.

## *Appointments*

- 5.2 A Member in a Term Appointment may be renewed only in the case of a succession of absences of a Member or Members, or to fill a vacancy which is known to be temporary to a maximum of two (2) years.
- 5.2.1 A Term Appointment at a General Rank shall continue for no more than two (2) years. Any Member who has held a Term Appointment(s) for at least two (2) years in total and who continues in a Term Appointment or is renewed or newly appointed to a Term Appointment shall be eligible for consideration for promotion under the Article *Promotion and Continuing Appointment*.
- 5.3 A Member on a Term Appointment who is offered and accepts a Probationary Appointment with substantially similar duties shall, upon the recommendation of the Appointments Committee and approval of the Chief Librarian or Dean, receive a reduction of the probationary period. No such reduction shall reduce the probationary period to less than one (1) year.
- 5.4 A Member with a Probationary or Continuing Appointment who is the successful candidate for a Term Appointment as specified in Clause 5, shall be temporarily transferred into the position for the duration of the Term Appointment. All terms and conditions of his or her Probationary or Continuing Appointment shall remain the same, unless otherwise indicated in the written temporary transfer agreement. Upon completion of the temporary transfer, the Member shall return to an equivalent position. Where possible, the equivalent position shall be mutually agreed upon by the Chief Librarian or Dean and the Member at the time of the temporary transfer. If an equivalent position is not available at the time the Member returns from the temporary transfer, the Member shall return to another position assigned by the Chief Librarian or Dean after consultation with the Member.
- 5.5 Should a Member with a Probationary or Continuing Appointment be seconded to a position outside the Bargaining Unit, either at the University of Western Ontario or at an external institution, all terms and conditions of his or her Probationary or Continuing Appointment shall remain the same, unless otherwise indicated in the written secondment agreement. Upon completion of the secondment, the Member shall return to an equivalent position. Where possible, the equivalent position shall be mutually agreed upon by the Chief Librarian or Dean and the Member at the time of the secondment. If an equivalent position is not available at the time the Member returns from the temporary transfer, the Member shall return to another position assigned by the Chief Librarian or Dean after consultation with the Member.
6. Where feasible and reasonable, vacancies resulting from either a temporary transfer or secondment shall be filled in a timely manner. The Chief Librarian or Dean or designate shall consult the Unit the Member is departing from, to understand and address any Workload concerns. If such a vacancy cannot be filled, the Chief Librarian or Dean or designate shall provide the reasons to the Association.

**Appointments Committee**

7. With the exception of the chair position, Members shall elect an Appointments Committee annually by July 1.
- 7.1 Should an Appointments Committee have carriage of a competition, it shall complete its work notwithstanding the election of a new Appointments Committee.
- 7.2 The Appointments Committee shall consider all open positions for appointment approved by the Employer. It shall invite and consider comments and opinions on Appointments from all Members, paying particular though not exclusive attention to the views of those Members whose area of expertise coincides with, or significantly overlaps, that of the Appointment(s).
- 7.2.1 The Committee shall:
  - a) recommend the qualifications and experience required for each Appointment; and
  - b) recommend the content and placement of any posting or advertisement for each Appointment.
- 7.2.1.1 The Appointments Committee shall circulate the posting or advertisement for each Appointment to Members. Members shall have four (4) working days to submit comments or opinions on the posting and/or advertisement to the Appointments Committee.
- 7.2.2 After the submission of comments or opinions of Members, under Clause 7.2.1.1, the Appointments Committee shall compose and approve the final posting and/or advertisement for each Appointment.
- 7.3 The Appointments Committee shall consider all applicants for Appointments. It shall invite and consider comments and opinions on short-listed applicants from all Members, paying particular though not exclusive attention to the views of those Members whose area of expertise coincides with, or significantly overlaps, that of the applicants.
- 7.4 The Appointments Committee shall include:
  - a) the Chief Librarian or Dean or designate who shall chair the Committee, but shall not vote except to break a tie;
  - b) four (4) voting Members at large, elected by the Members who shall serve for all competitions;
  - c) one (1) voting Archivist Member, elected by the Members, who shall serve only for Archivist competitions; and

## Appointments

- d) one (1) Member, elected by the Members as an alternate, who shall replace a Member who is temporarily unable to serve.
- 7.4.1 The Appointments Committee may appoint up to two (2) additional non-voting Members for the purpose of a particular competition, who have been determined by the Committee to have expertise in the area(s) sought in the Appointment. While these Members may participate in the work of the Appointments Committee, as called upon, their role is advisory and the Appointments Committee is ultimately responsible for its work.
- 7.5 Except those appointed under Clause 7.4.1 above, all Members of the Committee shall hold Continuing Appointments.
- 7.6 Meetings of the Appointments Committee shall have quorum; quorum here is defined as two-thirds of the voting members of the committee and the chair.
- 7.7 The term of all elected members shall be two (2) years, with the terms of the four (4) voting Members at large staggered to ensure continuity.
- 7.8 If an elected member on the Appointments Committee resigns from the Committee, the Members shall elect a replacement for the balance of his or her term.
- 7.9 Pursuant to the Article *Conflict of Interest and Conflict of Commitment*, should any member of the Appointments Committee, including the chair, have a conflict of interest, she or he shall declare it and withdraw from consideration of, and voting on, all relevant cases.
- 7.10 Subject to the provisions of Clause 7.9 above, all voting members of the Committee present at the Committee's deliberations shall vote on the Committee's recommendations. No member present may abstain from voting.
- 7.11 All Members who participate in the work of the Appointments Committee, either as members of a sub-committee or as individuals, are bound by the provisions of Clauses 7.12, 7.12.1 and 7.13 below.
- 7.12 All members of an Appointments Committee shall respect the confidentiality of the Committee's deliberations, documents, consultations and proceedings. This constraint shall also apply to all other persons who may from time to time be required to appear before, or otherwise be involved in, proceedings in camera of any such Committee.
- 7.12.1 The provisions of Clause 7.12 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.
- 7.13 All members of the Appointments Committee shall be given access to information about the content and application of relevant federal and provincial legislation, and about University policies, relating to employment equity and federal

immigration requirements. In accord with the provisions of the Article *Employment Equity*, Members shall familiarize themselves with such information as a condition of serving on the Appointments Committee. Furthermore, the Employer shall ensure that the Committee is aware of the relevant legislation and University policies, and the Chief Librarian or Dean and the Members participating in the work of the Committee shall share responsibility for ensuring that the relevant legislation and University policies are followed throughout the deliberations of the Committee. The Committee may call upon the Office of Equity and Human Rights Services for assistance.

- 7.14 The membership of the Appointments Committee shall be reported to the Office of Faculty Relations. It will be available to the Senate, the Board of Governors and the Association, upon request.

### **Search Committee**

8. When decided by majority vote of the Appointments Committee, a Search Committee may be constructed to support and advise the Appointments Committee and may, subject to the terms set by the Appointments Committee, undertake the responsibilities of the Appointments Committee listed in Clauses 7.2 through 7.3 for a particular competition.

- 8.1 The Search Committee shall include:

- a) one (1) Member from the Appointments Committee, who shall chair the Search Committee;
- b) two (2) additional Members appointed by the Appointments Committee; and
- c) the immediate supervisor of the position in that particular competition, if he or she is not appointed under Clauses a) or b).

- 8.2 The chair of the Search Committee shall convene the Search Committee and shall monitor compliance with Clauses 7.9 through 7.13 of this Article and Clauses 4 through 6 of the Article *Employment Equity*.

- 8.3 Where a Search Committee has been constructed, the responsibility to recommend a candidate to the Employer remains with the Appointments Committee, under the terms of Clause 10.4.

### **Appointment of Members**

9. *The University of Western Ontario Act, 1982* empowers the Board of Governors to make Appointments to the academic staff on the recommendation of the President. The Employer shall make all Appointments to all positions in the Bargaining Unit in accord with the provisions of this Article.

## *Appointments*

10. Appointments shall be filled by competition, and shall be posted internal to the University and advertised externally where the Employer has approved the possibility of Appointment of an external candidate. Competitions shall be posted and advertised in accordance with provisions of the Article *Employment Equity*. Any Member who applies for a posted position shall be considered for that position.
- 10.1 Notwithstanding Clause 10, where a Term Appointment is to be filled, the Term Appointment shall be offered to the candidate who best meets the appointment criteria; where two such candidates meet the criteria equally preference shall be given to Members.
- 10.2 Notwithstanding Clause 10, unanticipated and emergent Term Appointments expected to be less than six (6) months in duration may be filled without open competition, on recommendation of the Appointments Committee and approval of the Chief Librarian or Dean.
- 10.3 The Employer shall receive and maintain all applications received by the posting deadline and shall make them available to the Appointments Committee.
- 10.4 The Appointments Committee shall be convened by the chair in a timely manner. The Committee shall:
  - a) review the application files of all applicants;
  - b) compile a short-list of candidates;
  - c) interview the short-listed candidates and review their references;
  - d) arrange meetings so all Members shall have the opportunity to meet and assess each short-listed candidate and allow Members three (3) working days in which to provide written feedback to the Committee;
  - e) consider any and all written feedback received;
  - f) consult with and call on the expertise of other Librarians, Archivists or faculty as required;
  - g) provide short-listed candidates with contact information about the Association's webpage; and
  - h) provide a report to the Employer, which shall include:
    - (i) the total number of applicants and the number with required qualifications, the numbers of male and female applicants and, where known, the same information for applicants from the other designated groups, as specified in the Article *Employment Equity*;

- (ii) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking; and
  - (iii) a recommendation concerning the Rank, Appointment type, salary, probationary period and, where applicable, term of Appointment for each recommended candidate. Subsequent reports may be submitted as necessary.
- 10.5 If the recommendation of the Appointments Committee is that an initial Appointment be a Continuing Appointment, the Chief Librarian or Dean shall place the candidate's application file before the Committee on Promotion and Continuing Appointment.
- 10.5.1 The Committee on Promotion and Continuing Appointment shall consider whether or not the Continuing Appointment should be granted, and shall provide reasons for its recommendation. In cases where the Committee recommends a Continuing Appointment, it shall also recommend the Rank at which the Appointment is made.
- 10.6 The recommendation of the Appointments Committee described in Clause 10.4 h) iii) shall be written by a member of the Committee other than the chair, who has been elected by the members of the Committee to undertake this task. All members of the Committee shall be provided with an opportunity to review the Committee's recommendation and acknowledge in writing that it is an accurate rendering of the Committee's decision.
- 10.6.1 The chair of the Appointments Committee shall forward the report(s) specified in Clause 10.4 h) and recommendation(s) of the Appointments Committee and, where applicable, the recommendation of the Committee on Promotion and Continuing Appointment, to the Provost within ten (10) working days of completion of negotiations with the recommended candidate.
- 10.6.2 If the Chief Librarian or Dean does not support the recommendation of the Appointments Committee or the Committee on Promotion and Continuing Appointment, he or she shall, within ten (10) working days of the recommendation of the Appointments Committee or the Committee on Promotion and Continuing Appointment, forward his or her own recommendation, with reasons, to the Provost, with a copy to the Appointments Committee.
- 10.7 The Provost or designate shall make the final decision on all Appointments within ten (10) working days of receiving the recommendations specified in Clauses 10.6.1 and 10.6.2 above. If an Appointment is not approved or a recommendation for a Continuing Appointment is not approved, the Provost or designate shall give reasons for his or her decision to the Chief Librarian or Dean, who shall provide a copy of the Provost's or designate's decision, including the reasons, to the Appointments Committee and, where applicable, the Committee on Promotion

## *Appointments*

and Continuing Appointment within five (5) working days of receipt of the Provost's decision.

- 10.7.1 If an Appointment or Continuing Appointment is not approved and the applicant is a Member, he or she shall be provided with a copy of the Provost's or designate's decision including the reasons. The notice to the Member shall advise the Member of his or her right to representation by the Association.

### **Letter of Appointment**

11. For all Appointments, the Employer shall provide the appointee with a Letter of Appointment, co-signed by the Provost or designate, stating the terms of the Appointment, including:
- a) the Member's position as a Librarian or Archivist and Rank;
  - b) the Member's job description at the time of Appointment;
  - c) the Member's balance of areas of Responsibility (Professional Practice, Academic Activity, and Service).
  - d) type of Appointment and date of Appointment;
  - e) initial salary;
  - f) evening and weekend shift requirements;
  - g) the appointee's Unit and immediate supervisor;
  - h) vacation entitlement;
  - i) referral to documents which provide information on existing benefits, including group insurance and pension plans currently in force;
  - j) where applicable,
    - (i) the length of any probationary period and the date on which Continuing Appointment procedures may begin; or
    - (ii) termination date of the Appointment;
  - k) any other terms and conditions of the Appointment as have been agreed upon by the appointee and the Employer; and
  - l) a statement that the Appointment is subject to the provisions of this Collective Agreement.
- 11.1 The terms and conditions described in the Letter shall comply with the provisions of this Collective Agreement. The Letter of Appointment shall inform the

successful candidate that he or she is a Member of the Bargaining Unit and shall give him or her access to a copy of the Collective Agreement.

## **ASSOCIATION DUES**

### **Dues Deductions – Bargaining Unit Members**

1. During the life of this Agreement, the Employer shall deduct from the monthly salary, based on T-4 income, of each Member of the Bargaining Unit such fees, monthly dues or assessments as may be authorized from time to time by the Association. The Association agrees to inform the Employer in writing of any proposed change in the level of these dues at least one (1) full month in advance of the month in which the proposed change would be effective. No more than four such changes may be initiated in any Fiscal Year.
2. The Employer shall remit the amounts deducted pursuant to Clause 1 above to the Association no later than the fifteenth (15<sup>th</sup>) day of the month after the deductions have been made, and shall inform the Association monthly of the names and ranks of employees from whose salaries deductions have been made and the amount so deducted from each employee's salary.
3. The Employer agrees to record the amount of the Association's deductions on each employee's T-4 slip in a manner consistent with Canada Revenue Agency (CRA) rules and regulations.

### **Dues Deductions – Indemnification**

4. The Association agrees to indemnify and save the Employer harmless from any claims or any liability in any way related to the deduction of dues under this Article, except for any claim or liability arising out of an error committed by the Employer. This indemnification relates to claims or liability arising out of the deduction of dues prior to and following ratification of the first Collective Agreement between the Parties.

## ASSOCIATION RIGHTS

### Representation

1. Except as otherwise expressly provided in this Agreement, the Employer shall not bargain with or enter into any agreement representing terms and conditions of employment with a Member or group of Members other than those designated by the Association.

### Relief Time

2. The Employer shall provide up to .3 of a full-time equivalent each year of the Collective Agreement, of relief time for such officers and/or representatives of the Association, as are identified by the Association. This relief time may be used at any time during the life of this Agreement.
  - 2.1 A Member of the Librarian and Archivist Bargaining Unit who completes the full cycle of Vice-President, President and Past President of the Association shall be provided with a period of six months of Alternative Workload in accordance with Clause 2.5.1 of this Article. Such a period of Alternative Workload shall be agreed to at the time of election to the position of Vice-President.
  - 2.2 If the Chief Negotiator for a Librarians and Archivists Collective Agreement is a Member of the Librarian and Archivist Bargaining Unit, the Employer shall provide a 25% reduction in the Normal Workload for Professional Practice of the Chief Negotiator for January 1 to December 31 in the year in which the negotiations for a renewed Collective Agreement will commence.
    - 2.2.1 If the Chief Negotiator for a Librarians and Archivists Collective Agreement is a Member of the Faculty Bargaining Unit, the Employer shall provide a 50% reduction in the teaching load of the Chief Negotiator for January 1 to December 31 in the year in which the negotiations for a renewed Collective Agreement will commence.
  - 2.3 In addition, the Association may purchase further relief time from the Employer for its officers and/or representatives calculated at actual cost of salary and benefits of the Member(s) for whom relief is purchased, to a maximum of .5 of a full-time equivalent each year of the Collective Agreement, which may be used over the life of this Agreement, subject to operational requirements.
  - 2.4 The Association shall normally indicate to the Employer by May 1 the names of the individuals designated to receive relief time for a given Academic Year, except for the Chief Negotiator. The Association shall normally indicate to the Employer the name of the Chief Negotiator by November 1 in the year prior to which the negotiations for a renewed Collective Agreement will commence.
  - 2.5 Members who have received relief time under the provisions of this Article shall have an Alternative Workload in which the proportion of Service to other

## *Association Rights*

Responsibilities shall be adjusted. This adjustment will reflect the increased proportion of work time devoted to Service responsibilities and shall be made in accordance with the *Alternative Workload* Article of the relevant Collective Agreement.

- 2.5.1 Where a Member with Responsibilities in Academic Activity receives an Alternative Workload which reduces the proportion of Academic Activity in his or her Workload in order to engage in Service to the Association, the Member shall be entitled to a further Alternative Workload sufficient to recover the commitment to Academic Activity that was forgone. Such an Alternative Workload arrangement shall commence immediately upon completion of the Service.

## **Space and Service**

3. The Employer shall provide the Association, at no charge, with accessible, appropriately furnished, serviced and maintained office space of at least 200 square feet, dedicated to work associated with this Bargaining Unit. University services, as may be agreed upon from time to time by the Parties, shall be provided at the current rate for internal users.
  - 3.1 The Association shall have use of the internal Campus mail service and the Inter-University Transit System (IUTS) for Association business, without charge, subject to availability.
  - 3.2 The Association shall have access to meeting rooms (including audio-visual equipment) on Campus for Association business, according to normal booking procedures, at the current rate for internal users.
  - 3.3 Employees of the Association shall be paid at the Association's expense through the University payroll system, and shall have the right to participate in the range of benefits available to University staff, with the same costs and payment arrangements. The Association shall pay any Employer's contribution to such benefits plans. Association employees shall not be eligible for membership in the Professional Managerial Association (PMA) or the University of Western Ontario Staff Association (UWOSA) or their successors.

## **Senate**

4. The Association President shall be an official observer to the Senate and shall have voice but no vote in matters of Senate business.
  - 4.1 The President of the Association shall receive notice of all meetings and documentation circulated to Senate and is entitled to attend and participate in all meetings without exclusion.

## CHILD AND FAMILY CARE

### Child Care

1. Members may access the Faculty Priority (FP) spaces allocated for on-Campus day care facilities under the Faculty Collective Agreement.
- 1.1 Both Parties acknowledge that FP spaces cannot be held vacant and may be filled by a non-Member's child if no Member accepts the offer of a space for the date it becomes available.
- 1.2 The priority for non-FP spaces will be as follows: first priority to full-time members of the University community (faculty, staff and students), second priority to part-time members of the University community, and last priority to members of the outside community.
- 1.3 The Employer shall provide a report to the Association by December 31 and June 30 of each year, indicating how many children of Members are on the waiting list for each kind of space (infant, toddler, preschool), how long each child has been on the waiting list and how many children of Members were unable to obtain a child care space for the date for which they indicated a need.
- 1.4 Based on the reports referenced in Clause 1.3, a review shall be conducted jointly by the Employer and the Association at the end of each year of this Collective Agreement to determine the extent of any unsatisfied demand for child care spaces for the children of Members and recommend options for improvement.
- 1.5 The day care facility shall have an Advisory Committee whose membership shall include a representative from the Association. This Committee shall meet at least once every six (6) months.
- 1.6 The design of day care programs for Members' children at the facility shall consider the need for extended hours and flexible enrolment options to accommodate Members' work schedules.

### Family Care

2. The Employer shall maintain an office that provides information, guidance and assistance to Members regarding resources, programs and policies relevant to schools, child care, elder care, parental leaves, and other family concerns.

## COMPENSATION AND BENEFITS

### I. Salaries for Probationary, Term and Continuing Members for the Academic Years 2015-2016 through 2018-2019.

1. The salary increase in any academic year shall apply to Probationary, Term and Continuing Appointment Members at The University of Western Ontario as of June 30 in the prior academic year who are also eligible Probationary, Term or Continuing Appointment Members on July 1 in the academic year to which the salary increase applies.
  - 1.1 Individual Base Salaries at June 30 of the academic year prior shall be used as the starting point for the application of the components included below.
  - 1.2 Salary increases shall be effective on the July 1 of the academic year to which they apply. The 2015-16 salary increases shall be retroactive to July 1, 2015.

#### Scale Increase

2. The Base Salaries of all Probationary, Term or Continuing Appointment Members will be increased by 1.0 % in each of the academic years 2015-16, 2016-17, 2017-18 and 2018-2019.

#### Lump-Sum Increase

3. After the scale adjustment on each July 1 of this Agreement, the Base Salaries of all Members with Probationary or Continuing Appointment will be increased by \$1,000.

#### Performance-Linked Career Progress Fund (PLCP)

4. In each of the academic years 2015-16, 2016-17, 2017-18 and 2018-2019, a Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of the Annual Report and Review of each Member in accord with the Article *Annual Report and Review*.
  - 4.1 The calculation of the PLCP fund and distribution mechanisms are described in Clauses 7 through 16 of this Article.

#### Floor Salaries and Associated Salary Adjustments

5. Salary floors for Full-Time Members are as follows:

	<u>Floor</u>			
	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Senior Librarian/Archivist	\$88,410	\$89,294	\$90,187	\$91,089
Associate Librarian/Archivist	\$73,624	\$74,360	\$75,104	\$75,855
Assistant Librarian/Archivist	\$63,590	\$64,226	\$64,868	\$65,517
General Librarian/Archivist	\$57,781	\$58,359	\$58,943	\$59,532

- 5.1 In each of the academic years 2015-16, 2016-17, 2017-18 and 2018-2019, after the scale adjustment, Lump Sum Adjustment, and any PLCP adjustment, salaries of those Full-Time Members that are below the new Floor Salaries will be moved up to the new Floor Salaries.

**Resulting Base Salaries**

6. In each of the academic years 2015-16, 2016-17, 2017-18 and 2018-2019, the adjustments outlined in Clauses 2 to 5.1 of this Article shall result in new Base Salaries for the academic year, to be used as the base for future year salary adjustments.
- 6.1 Notwithstanding the provisions of Clause 6, if a Member's Base Salary has been increased through application of the provisions of Clauses 18 through 22.1 of this Article, then the increased Base Salary shall be used as the base for future year salary adjustments.

**Calculation and Distribution of the Performance-Linked Career Progress Fund (PLCP)**

**Performance Assessment**

7. For the years 2015-16 through 2018-19, the PLCP adjustment is based on the outcome of the Annual Report and Review, described in the Article *Annual Report and Review*.
- 7.1 Performance levels will be assigned for each area of Responsibility (i.e. Professional Practice, Academic Activity and Service) having a non-zero weighting for each Member.
8. Performance levels and associated Points will be assigned as follows in each non-zero weighted area:

below the acceptable level	0 points
acceptable	1 point
good	2 points
very good	3 points
outstanding	4 points

**Performance Assessment Indicator (PAI)**

9. The PAI is the weighted average of Performance Level Points assigned in each area. The PAI for each Member may range from 0 to 4.00 rounded to two places of decimals.

**Salary Points and Associated Values**

10. A total number of Salary Points (SP) equal to the number of Probationary, Term and Continuing Members (converted to Full-Time equivalents) multiplied by 1.70 shall

*Compensation and Benefits*

be distributed in each of the academic years 2015-16, 2016-17, 2017-18 and 2018-2019.

10.1 In each year, 1.70 Salary Points per Member shall be distributed (see Clauses 14 through 14.1 of this Article).

11. In each year of the contract the value of a salary point for Members at each rank shall increase by 2%, as is reflected in clauses 11.1, 11.2, 11.3 and 11.4.

11.1 For Full-Time Members at the rank of General Librarian or General Archivist the value of a Salary Point will be as follows:

2015-16	\$991
2016-17	\$1011
2017-18	\$1031
2018-19	\$1052

11.2 For Full-Time Members at the rank of Assistant Librarian or Assistant Archivist the value of a Salary Point will be as follows:

	<b><u>Base Salary Range</u></b>	<b><u>Salary Point Value</u></b>
2015-16	less than \$69,957	\$1002
	\$69,957 - \$84,176	\$830
	\$84,177 and higher	\$658
2016-17	less than \$70,657	\$1022
	\$70,657 - \$85,018	\$847
	\$85,019 and higher	\$671
2017-18	less than \$71,364	\$1042
	\$71,364- \$85,868	\$864
	\$85,869 and higher	\$684
2018-19	less than \$72,078	\$1063
	\$72,078- \$86,727	\$881
	\$86,728 and higher	\$698

11.3 For Full-Time Members at the rank of Associate Librarian or Associate Archivist the value of a Salary Point will be as follows:

	<b><u>Base Salary Range</u></b>	<b><u>Salary Point Value</u></b>
2015-16	less than \$79,751	\$1002
	\$79,751- \$95,961	\$830
	\$95,962 and higher	\$658

*Compensation and Benefits*

2016-17	less than \$80,549	\$1022
	\$80,549- \$96,921	\$847
	\$96,922 and higher	\$671
2017-18	less than \$81,354	\$1042
	\$81,354- \$97,890	\$864
	\$97,891 and higher	\$684
2018-19	less than \$82,168	\$1063
	\$82,168- \$98,869	\$881
	\$98,870 and higher	\$698

11.4 For Full-Time Members at the rank of Senior Librarian or Senior Archivist the value of a Salary Point will be as follows:

	<u>Base Salary Range</u>	<u>Salary Point Value</u>
2015-16	less than \$96,541	\$1002
	\$96,541- \$116,164	\$830
	\$116,165 and higher	\$658
2016-17	less than \$97,506	\$1022
	\$97,506- \$117,326	\$847
	\$117,327 and higher	\$671
2017-18	less than \$98,481	\$1042
	\$98,481- \$118,499	\$864
	\$118,500 and higher	\$684
2018-19	less than \$99,466	\$1063
	\$99,466- \$119,684	\$881
	\$119,685 and higher	\$698

12. Where a Member's Base Salary before the application of the PLCP adjustment is below one of the breakpoints identified above, but where the PLCP adjustment to the Base Salary raises a Member's salary above a breakpoint, the Salary Points used shall be partitioned such that the Member's salary will be increased to the breakpoint using the value of the Salary Points for the salary range below the breakpoint, and then increased further (to the limit of the Member's Salary Points) using the value of the Salary Points for the salary range above the breakpoint.
13. The Salary Point values and the number of Members in each Base Salary Range shall establish the value of the PLCP fund, and the value of the Salary Point funds within it, that are to be distributed in each year.

## **Determining Salary Points and Salary Increments**

### **Salary Points and Salary Increments**

14. A Member assigned a PAI of less than 1.00 will receive 0.00 Salary Points and no PLCP-derived salary increment.
- 14.1 For a Member with a PAI of 1.00 or greater, the Member's Salary Points will be equal to the Member's fractional share of the total available Salary Points, which will be equal to the Member's PAI divided by the sum of the PAI for all Members with a PAI greater than 1.00.

### **Total Salary Points and Salary Increment**

15. For any Member, the total Salary Points awarded may not exceed 4.00.
16. A Member's Base Salary shall be increased by the value of his or her total Salary Points, as determined by the Salary Point values in Clauses 11 through 11.3 of this Article. This Base Salary increase shall be applied following the scale and lump sum increases described in Clauses 2 and 3 of this Article.

### **Career Trajectory Fund (CTF)**

17. A Career Trajectory Fund of \$40,000 shall be established in each of 2016-17 and 2018-2019.
- 17.1 The CTF shall be administered by a Career Trajectory Committee composed of five members, as follows:
  - a) two members (or alternates) chosen by the Association;
  - b) two members (or alternates) chosen by the Employer; and
  - c) the chair of the committee, who shall be chosen jointly by the Employer and the Association.
- 17.1.1 The Career Trajectory Committee shall conduct its work in each of 2016-17 and 2018-19 such that its recommendations for adjustments are made before the end of the Academic Year, with the recommended adjustments being applied retroactively to July 2016 and July 2018, respectively.

### **Gender-Based Anomalies Adjustments**

18. Gender-Based Anomalies Adjustments shall be assigned from the CTF in 2018-19 to Members with Probationary or Continuing Appointment whose salaries are determined to be anomalously low because of their gender. These adjustments shall be made from the CTF before any Career Trajectory Adjustments are considered.

### **Career Trajectory Adjustments**

19. In 2016-17, Career Trajectory Adjustments shall be assigned to Members with Probationary or Continuing Appointment whose salaries are anomalously low relative to their experience and accomplishment using factors including, but not limited to, years of service, years since MLIS (or equivalent Archivist qualification), rank, recent PAI scores. If the fund is not completely distributed then the undistributed component will be added to the 2018-19 Career Trajectory Fund.
20. In 2018-19, Career Trajectory Adjustments shall be assigned to Members with Probationary or Continuing Appointment whose salaries are anomalously low relative to their career stage compared to similar Librarians and Archivists at comparator institutions.
  - 20.1 In 2018-19 Career Trajectory Adjustments will only be made if funds remain following any Gender Anomaly Adjustments.
  - 20.2 Any funds remaining after the Committee has completed its work shall be distributed equally among the Members with Probationary or Continuing Appointment.
21. Career Trajectory Adjustments in 2016-17 and 2018-19 will be available only to those Members whose Performance Assessment Indicator (PAI) is 2.00 or greater, and the maximum adjustment a Member may receive in each of these years is \$3,000.

### **Market Adjustments**

22. Neither this Article nor any other in this Collective Agreement prevents the Employer from using other funds to increase a Member's salary in response to offers received from other employers or to accommodate other market forces.
  - 22.1 Members may also receive limited-term stipends or Base Salary increases associated with arrangements recognizing exceptional performance of Responsibilities.

## **II. Benefits and Pension**

### **Extended Health, Dental, Life and Disability Plans**

23. Members with a Probationary or Continuing Appointment, and Members with a Term Appointment for a term of at least one year, shall continue to have access to the benefit plans in existence for Members as specified in the Librarian/Archivist Collective Agreement effective July 1, 2011, with the following exceptions and changes:
  - a) Effective January 1, 2017, such Members shall have access to health, dental, life and disability benefits equivalent to those provided in the contract between The University of Western Ontario and Manulife Financial for Class 003 – The

## Compensation and Benefits

University of Western Ontario Faculty Association, as dated January 1, 2016, and also the Employee Assistance Program, Computer Purchase Program, Staff/Faculty Health Services and Service awards, which shall continue except as modified by this Collective Agreement or through mutual agreement of the Parties.

- b) The Employer shall make available on a website or other on-line service portal a summary of benefits that is reflective of the portions of the contract that are applicable to Members.
24. A Health Care Spending Account (HCSA) shall be made available to each Full-Time Member. The HCSA is intended to operate in accordance with the Canada Revenue Agency's guidelines for private health services plans, as amended from time to time. Amounts credited to the HCSA for each Member shall be used to reimburse the Member for qualified out-of-pocket health-related expenses. Qualified expenses include expenses that qualify for the medical expense tax credit, as defined under the *Income Tax Act (Canada)* and its Regulations, where such expenses are not covered or reimbursable under any other insurance or benefit program. Examples of qualified expenses include, but are not limited to:
- a) expenses incurred above the dollar maximums for particular benefits (for example, Visioncare and co-pay for certain categories of Medical Practitioners);
  - b) expenses associated with licensed and regulated Medical Practitioners including: Physiotherapist, Chiropractor, registered Massage Therapist, Registered Clinical Psychologist, licensed Osteopath, Naturopath, Chiropodist/Podiatrist, registered Acupuncturist; registered Speech Therapist, registered Occupational Therapist, Dietician;
  - c) expenses associated with personal assistive devices;
  - d) expenses associated with elective surgery (for example laser eye surgery); and
  - e) expenses associated with orthodontic expenses.

24.1 The amounts credited to the HCSA shall be allocated to the HCSA for a particular year in accordance with Clauses 24.3 and 24.4.

24.2 Unused funds from the HCSA may be carried forward one calendar year, but not beyond. HCSA funds remaining unused at the end of this second calendar year will be forfeited. No cash-outs of HCSA funds are permitted. Amounts paid from the HCSA in any calendar year shall not exceed HCSA funds credited in that year or carried forward from a prior year. Eligible expenses incurred in a particular calendar year shall be reimbursed only from HCSA funds allocated in that year or carried

forward from a prior calendar year. Eligible expenses, over and above available HCSA funds for any calendar year, cannot be carried forward and are not reimbursable under the HCSA.

24.2.1 For clarity, for expenses incurred in any given year under Clause 24 (c-e), Members may submit their receipts and use their carry forward HCSA funds combined with their current year HCSA fund entitlement to cover expenses under that receipt.

24.3 For the calendar years 2015 and 2016, Full-time Members will be allocated \$700 in flexible benefit credits that they may elect to allocate to either the Professional Expense Reimbursement or the Health Care Spending Account, in addition to a base allocation to Professional Expense Reimbursement of \$400.

24.3.1 Effective January 1, 2017, Members will be allocated \$1200 in flexible benefit credits that they may elect to allocate to either the Professional Expense Reimbursement (PER), a taxable Wellness Spending Account (WSA) or the HCSA.

24.4 All flexible benefit credit allocations must be made in \$100 increments. This election must be made by November 30 of the year prior to the calendar year in which the credits will be allocated to the various accounts. The election is irrevocable. Where a Member makes no election, all of the Member's flexible benefit credits will automatically be credited to the PER, and no amount will be credited to the Member's HCSA, or to the Wellness Account.

24.5 Notwithstanding Clause 24.4, newly-hired Full-Time Members shall have access to 100% of the allocations for the calendar year referred to in Clause 24.3, provided their appointment commences on or before July 1 of that calendar year. Full-time Members whose appointment commences after July 1 shall have access to 50% of the allocations for that calendar year. All newly hired Members shall direct the allocation of their flexible credits to HCSA, PER or WSA in accordance with Clause 24.4 within 30 days of the commencement of their Appointment, failing which the default allocation shall apply.

## **Pension**

25. Members with a Probationary or Continuing Appointment, and Members with a Term Appointment for a term of at least one year, shall continue to have access to the pension plan in existence for Members as specified in the Librarian/Archivist Collective Agreement effective July 1, 2011 with the following exceptions and changes:

- a) Effective January 1, 2016, the Employer shall contribute 9.0% of a Member's Pensionable Earnings for a Full-Time Member with twenty (20) or more years of Full-Time Service who is contributing 5.5% of Pensionable Earnings.

## *Compensation and Benefits*

- b) A Member may elect to make contributions at 5.5% of Pensionable Earnings at any time. Such election shall be irrevocable.
- 25.1 The Employer shall contribute 8.5% of Pensionable Earnings subject to Clause 25.
- 25.2 Employees shall contribute 5.5% of Pensionable Earnings unless the Member elected to make contributions at 1.5% by June 30, 2011.
- 25.3 Pensionable Earnings for Full-Time members are defined as Base Salary and stipends. Pensionable Earnings for Part-Time members are defined as T4 income.
- 25.4 Contributions to the Pension Plan shall cease at the earlier of:
- a) the end of a Phased Retirement period;
  - b) a Member's actual retirement date;
  - c) the date of termination of a Member's employment and in any case at the end of the Calendar Year in which the Member attains age 69.

### **Benefits after Normal Retirement Date**

26. Until the end of the year in which they turn 69, Members who continue to hold a Full-Time appointment beyond their normal retirement date (NRD) are entitled to the same coverage as Full-Time members who have not reached their NRD.
- 26.1 Notwithstanding the provisions of Clause 26 of this Article, Long Term Disability benefits and coverage end at a Member's NRD.
- 26.2 Notwithstanding the provisions of Clause 26 of this Article, Basic, Optional, and Dependent Life Insurance benefits, as well as Accidental Death and Dismemberment Insurance benefits, shall end at a Member's NRD. Employer-paid life insurance, with a value of \$15,000, shall be provided to Members who continue to hold a Full-Time appointment beyond their NRD.
- 26.3 A Member who continues to hold a Full-time appointment past the end of the year in which he or she turns 69 shall be entitled to all the Benefits provided by the University of Western Ontario Retired Group Benefit Plan.

### **III. Moving Expense Reimbursement and Research Grants**

27. A Member may request a Moving Expense Reimbursement and/or a Research Grant, in lieu of a portion of his/her salary, under the terms of the *Income Tax Act* and Canada Revenue policy.

- 27.1 A Moving Expense Reimbursement is intended to cover moving expenses which are, in accordance with the then current Canada Revenue Agency policies, eligible for reimbursement without generating a taxable benefit to the Member and which are incurred by a Member in relation to their work.
- 27.1.1 Responsibility for moving expenses lies with the Member. Any portion of the Moving Expense Reimbursement not used to cover moving expenses must be reported by the Member as income.
- 27.2 A Research Grant is intended to cover research related expenses for a specific research project where the research to be undertaken is beyond that ordinarily expected of the Member under his/her terms of employment.
- 27.2.1 Any amounts paid to a Member as a Research Grant will be paid as T4A income and will not be subject to statutory deductions. The Member is responsible for claiming research related expenses on his/her personal income tax return.
- 27.3 The payment of the Moving Expense Reimbursement and the Research Grant in lieu of salary shall not reduce the salary received below the Year's Maximum Pensionable Earnings under the Canada Pension Plan.
- 27.4 Responsibility for amounts paid as Moving Expense Reimbursement or a Research Grant lies with the Member. The Employer shall inform the Member of the terms and conditions applicable to such a request including the Member's responsibility for any liabilities that result from making payment in accordance with the request and including the Member's responsibility to indemnify the Employer for the following amounts that are related to the Member that may be incurred by the Employer in the event of an unfavourable decision by the Canada Revenue Agency (CRA):
- i) unpaid statutory deductions or remittances under the *Income Tax Act*, the *Employment Insurance Act* and the *Canada Pension Plan Act*, penalties of up to 10% of each of the unpaid deductions or remittances, and interest on these amounts;
  - ii) penalties of up to 10% and interest on other remittances.

If the Member accepts in writing the applicable terms and conditions and the Employer is satisfied that the request is in compliance with the *Income Tax Act* and CRA policy, then the Employer shall grant the request.

## CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

### Conflict of Interest

1. In this Article, *Relationship* means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage or common-law relationship, and any relationship of an intimate and/or financial and/or commercial nature during the preceding three (3) years, or any other past or present relationship which may give rise to a reasonable apprehension of bias.
2. An actual or potential conflict of interest arises where a Member's financial or other personal interest, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University.
3. The existence of an actual or potential conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or potential conflict; however, the Member shall disclose, in writing, such conflict to the Chief Librarian or Dean as soon as possible after becoming aware of it.
- 3.1 Actual or apparent conflict of interest that is of sufficient seriousness to compromise the integrity of the decision-making process may also be asserted by any other person with knowledge of the matter. Such assertions shall be communicated, in writing, to the Chief Librarian or Dean by the party concerned as soon as possible after that party becomes aware of the actual or apparent conflict of interest, and no later than the meeting(s) at which the matter is being discussed.
4. Following receipt of the notice of conflict provided for under Clause 3 or following receipt of an assertion of conflict under Clause 3.1, the Chief Librarian or Dean shall determine in a timely fashion whether an actual or potential conflict exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict, subject, where appropriate, to Clause 4.1 below and, in any case, after consultation with the Member.
- 4.1 Where a conflict of interest has been asserted by a third party, the Chief Librarian or Dean shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter.
- 4.2 Following the determination in Clause 4, the Chief Librarian or Dean shall immediately communicate his or her decision in the matter, in writing, giving reasons, to the Member and, where appropriate, to any third parties under Clause 3.1.
5. No Member shall knowingly participate in any decision that directly and preferentially benefits the Member, or a person with whom the Member has or has had a relationship, except in accord with the provisions of Clause 4 above.

## *Conflict of Interest and Conflict of Commitment*

6. No Member shall knowingly participate in any decision directly affecting a person from whom the Member stands to derive a financial benefit or with whom the Member has or has had a relationship.
7. Notwithstanding Clause 3 above, a Member who has any interest, directly or indirectly, in any commercial contract, transaction, proposed contract or proposed transaction under consideration by the Employer and participates in any decision related to these matters shall:
  - a) declare the nature and extent of the interest as soon as possible and no later than the meeting(s) at which the matter is to be considered;
  - b) withdraw from the meeting where the matter is being discussed;
  - c) refrain from taking part in any other discussion of the matter; and
  - d) refrain from voting on the matter.
8. In particular, without limiting the provisions of Clauses 2 through 7 of this Article and unless, after full disclosure of the conflict of interest, the Member is specifically authorized by the Provost or designate to do so, the Member shall not:
  - a) knowingly authorize the purchase of equipment, supplies, services or real property using University funds or funds administered by the Employer, from a source in which the Member, or any person with whom the Member has or has had a relationship, has a material financial interest; or
  - b) engage any individual with whom the Member has or has had a relationship in any capacity paid for by University funds or by funds administered by the Employer.

### **Conflict of Commitment**

9. The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Member's Responsibilities, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and of Members, the Employer agrees that Members may engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Member's Responsibilities to the Employer as defined in the Article *Responsibilities of Members*, subject also to the following conditions:
  - a) when a Member's outside activities involve the use of the Employer's facilities, supplies and services, their use shall be subject to the prior approval of the Employer. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the Employer, unless the Employer agrees, in writing, to waive all or part of such costs; and

## *Conflict of Interest and Conflict of Commitment*

- b) the Employer's approval of the use of the Employer's facilities shall not signify that such activities count as part of the Member's fulfilment of Responsibilities.
10. If a Member plans to undertake a major external activity which has the potential to interfere with the Member's Responsibilities, the Member must disclose the plans and seek approval to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing to the Chief Librarian or Dean and shall include:
- a) a description of the nature of the work;
  - b) an estimate of the time required to perform the work;
  - c) an estimate of the extent, if any, of the use of University facilities, supplies, support staff or students;
  - d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year;
  - e) an estimate of the impact the activity will have on Professional Practice, Academic Activity, and Service Responsibilities; and
  - f) such other information as may be reasonably required by the Chief Librarian or Dean to make an informed determination on the matter.
11. The Chief Librarian or Dean shall evaluate the request to determine the extent to which the activity will enhance or detract from the fulfilment of the Responsibilities of the Member.
12. The Chief Librarian or Dean shall consider the request as soon as possible and shall render a decision in writing within ten (10) working days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision. Such requests shall not be arbitrarily denied.
13. If the planned activity would detract from the fulfilment of the Member's Responsibilities, the Chief Librarian or Dean may require, as a condition of granting approval, that the Member agree to a period of Reduced Workload or Leave of Absence without pay.
14. A *Paid Professional Activity* is an activity funded by sources other than the University which arises from the Member's position and expertise and which confers a financial benefit.
- 14.1 Each Member who engages in an annual aggregate of \$2,000 Paid Professional Activities outside the Member's Responsibilities in the previous Academic Year shall submit a Paid Activities Report as part of the Member's Annual Report covering the period in question. The Paid Activities Report shall include:

*Conflict of Interest and Conflict of Commitment*

- a) the total time involved in each Paid Professional Activity and a brief description of the activities involved; and
  - b) any significant use of University resources in any Paid Professional Activity.
15. All information or reports disclosed in accord with this Article will be confidential.

## COPIES OF THE AGREEMENT

1. The Parties shall jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those appendices which the Parties agree should be distributed.
2. Subsequent to ratification, the Parties shall cooperate in any technical editing still required and the Employer shall prepare the master copy for dissemination. The process shall not delay the implementation or signing of the Agreement.
3. Within thirty (30) days of the completion of technical editing by the Parties, or as soon as possible thereafter, the Employer shall provide the Association with one electronic copy of the Agreement. The Employer shall provide the Association with written reasons for any delay beyond thirty (30) days from the completion of the technical editing.
4. Any Member hired subsequent to the initial distribution shall receive an electronic copy of the Agreement from the Employer at no cost to the Member or the Association. An electronic copy of the Agreement will be available for consultation by any person interviewed for or offered employment within the Bargaining Unit.
5. Within sixty (60) days of the completion of technical editing by the Parties, the Employer will prepare a copy of the Agreement in a form suitable for posting on the Internet, and the Employer shall make this copy accessible on the Employer's public web pages.

## COURT LEAVE

1. When a Member is called for jury duty, or is subpoenaed by anybody in Canada with the power to do so, and where jury duty or subpoenaed service requires absence from the University, the Member shall notify the Chief Librarian or Dean as soon as possible, and shall request Court Leave.
2. Court Leave shall be considered as leave with pay provided that the Member, on returning to work, gives the Chief Librarian or Dean verification from the Court or other body stating the period of jury duty or subpoenaed service.
3. If a Member on a Probationary Appointment takes a Court Leave for a period of less than one (1) month, there shall normally be no extension of the Member's probationary period.
- 3.1 If a Member on a Probationary Appointment takes a Court Leave for a period of one (1) month or more, the Member's probationary period shall be extended for a period equal to that of the Court Leave taken.
- 3.2 If a Court Leave, taken by a Member on a Probationary Appointment, demonstrably and seriously interferes with the performance of duties relevant to consideration for a Continuing Appointment, the Member may apply in writing and with reasons to the Chief Librarian or Dean, within thirty (30) days of the end of the Court Leave, requesting an extension beyond the provisions set out in Clauses 3 and 3.1 above. Such a request shall not be arbitrarily denied.
4. The Employer may request the Court to excuse a Member from jury duty or subpoenaed service on grounds relating to the Employer's operational requirements.

## DEFERRED SALARY LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, at least two (2) years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. These restrictions may be modified in individual cases by the Provost on recommendation from the Chief Librarian or Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. Deferred Salary Leave is intended to allow for a leave of absence funded by the individual Member at no cost to the Employer during the period of the Leave. Such a Leave may be granted where the Employer determines that the Leave will not interfere with the ability of the Member's Unit to meet its operational requirements.
3. The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by Canada Revenue Agency (CRA); any changes in the Act or its interpretation override the provisions of this Article.
4. Unpaid leaves of four (4) months, six (6) months or one (1) year may be funded through a Deferred Salary Leave arrangement as defined in Section 248(1) of the *Income Tax Act*.
5. All Continuing Appointment Members are eligible to apply for a Deferred Salary Leave.
6. Salary may be deferred over a one (1) to five (5) year period, and the deferred salary shall be completely used during the Leave period. The Member must return to the University for a work period at least as long as the Leave, as required under the *Income Tax Act*.
7. The percentage of nominal salary deferred will range between 5% and 25%, depending upon the income needs during the period of deferral and the period of the Leave.
8. The salary deferred is retained by the Employer to be deposited into a University interest-bearing bank account. The bank will be a registered financial institution used by the University and the interest rate will be the maximum rate available.
9. During the year(s) of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. During the Leave, income tax is payable on the accumulated deferred salary as it is received and also on the interest accrued during the Leave period.
10. During the years of deferral the contributions of the Member and the Employer towards the Member's benefits will be based on the Member's total salary (i.e., the sum of the actual salary received and the deferred salary). The Member may elect to pay the cost of benefits and pension contributions during the period of the

Deferred Salary Leave. During a Deferred Salary Leave the Employer will not contribute towards the costs of benefits, including pension.

11. Professional Leave credit shall not be earned during a Deferred Salary Leave.
12. A Member must make application for a Deferred Salary Leave to the Chief Librarian or Dean. A Member shall apply in writing six (6) months before the period of salary deferral is to commence. The application shall state the periods requested for salary deferral and the Leave to follow, along with the amount of salary to be deferred.
13. After consultation with the immediate supervisor, the Chief Librarian or Dean shall recommend to the Provost that the application be either approved or denied. The Employer shall then approve or deny the application within one (1) month after the application is made. Approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
14. Details of the Deferred Salary Leave, where approved by the Employer, will be confirmed in writing and signed by the Member and the Employer. If an application is approved, the Member's Unit will be committed to accommodating the Deferred Salary Leave at the approved commencement date.
15. Members on Deferred Salary Leave are not eligible for consideration for Promotion while on Leave. Activity in any area of the Member's Responsibilities, reported for the period of Deferred Salary Leave, shall be included if/when a participant is subsequently considered for Promotion.
16. Leave cancellation shall occur on termination of employment, disability or death of the Member. The deferred salary plus interest shall be paid to the Member, or to the Member's beneficiary or estate, subject to tax regulations.
17. Withdrawal or postponement of the Deferred Salary Leave for reasons other than termination of employment, disability or death requires written application to the Employer at least six (6) months before the Leave is scheduled to begin. The Employer shall approve or deny the application within one (1) month after the application is made. Government regulations require that if salary has been deferred for the maximum five (5) year period, the Leave cannot be postponed.

## DISCIPLINE

### General

1. A Member may be disciplined only for just cause and in accord with the provisions of this Article and only after a determination by the Employer that discipline of the Member is warranted. Such disciplinary action shall be consistent with the principle of progressive discipline, commensurate with the seriousness of the offense.

### Types of Discipline

2. The following disciplinary measures may be taken by the Employer against a Member and documented in the Member's Official File:
  - a) a written warning or reprimand;
  - b) suspension with pay;
  - c) suspension without pay; or
  - d) dismissal for cause.

### Written Warning or Reprimand

3. A written warning or reprimand shall contain a clear statement of the reasons for taking the action and shall be clearly identified as a disciplinary measure. Where a Member disagrees with the substance of a warning/reprimand, he or she may file a reply which will form part of the Official File.
  - 3.1 The failure of a Member to grieve a warning/reprimand shall not be deemed an admission of the validity of the warning/reprimand.

### Suspension

4. Suspension is the act of the Employer in relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.

### Dismissal

5. Dismissal means the termination of Appointment without the Member's consent but does not include termination under the *Reassignment* Article.
  - 5.1 Mere non-renewal of a Term Appointment does not constitute dismissal. Not granting a Continuing Appointment to a Probationary Member does not constitute dismissal.
  - 5.2 Grounds for dismissal of a Member shall be:
    - a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
    - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
    - c) abandonment of duties.

### **Medical Disability**

6. Medical disability shall not be cause for discipline. If the Employer considers a Member's behaviour to be unacceptable and believes this behaviour may be the result of illness, the Employer may require the Member to undergo a medical examination pursuant to Clause 17 of the Article *Income Security*.
- 6.1 If a Member is relieved from duties pending the outcome of the procedure established under Clause 6, the Member shall be deemed to be on sick leave and shall receive salary and benefits in accordance with the Article *Income Security*.

### **Disciplinary Process Distinct from Assessments**

7. Disciplinary processes shall be distinct from assessment processes such as are used for Promotion and Continuing Appointment and Annual Report and Review.
- 7.1 The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in an assessment; however, the facts that resulted in or may result in the imposition of discipline may be considered if relevant to an assessment.

### **Disciplinary Process Distinct from Discrimination and Harassment**

8. No disciplinary action in respect of a finding of Harassment or discrimination shall begin under this Article before the allegation of discrimination and/or Harassment is substantiated in accordance with the *Discrimination and Harassment* Article.

### **Investigation**

9. All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
10. The Employer may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Such investigation shall be limited to the specifics of the allegation.
- 10.1 In advance of an investigation, the Employer may undertake a review of the facts in the allegation to determine whether the allegation is responsible and an investigation should be pursued. This review will be completed within fifteen (15) working days of receipt of the allegation. If it is determined that an investigation is warranted, the Employer shall commence the investigation within ten (10) working days of the conclusion of the review, by notifying the Respondent in accordance with Clause 10.2 below.
- 10.2 Subject to Clause 10.3 below the Employer shall advise the Member in writing of the substance of the allegations and the scope of the investigation, and invite the Member to respond to the allegation(s) by meeting with the Employer or by submitting materials, or both. The Employer shall simultaneously inform the Member of his or her rights under Clause 9 above.

## *Discipline*

- 10.3 The Employer may withhold information, decide not to notify the Member or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized.
- 10.3.1 If the decision is made to withhold information under the terms of Clause 10.3, the Employer shall notify the President of the Association immediately and shall further provide the President of the Association with all details as they become available.
- 10.4 Members and the Employer shall maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the Employer has grounds to believe that such confidentiality may put a person at risk of significant harm. In such a case, the Employer shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.
- 10.4.1 All persons contacted by the Employer during the investigation shall be informed of the confidentiality requirement under Clause 10.4 above.
- 10.5 The Employer shall notify the Member of the tentative results of the investigation within ten (10) working days of the results being known. If the tentative results are not available within forty-five (45) days of the start of the investigation, then, within two (2) working days the Employer shall explain the delay to the Member and to the Association as appropriate.
- 10.5.1 Notification, under Clause 10.5 above, shall advise the Member whether discipline will or will not be imposed, the nature of the discipline proposed and shall invite the Member to attend a meeting, before the investigation is closed and any discipline is imposed. The notification shall state that the Member has the right to have an Association representative at the meeting. The meeting shall take place within thirty (30) days of the sending of the invitation.
- 10.6 The Member may respond to the invitation in person or through an Association representative. Should the Member fail to respond within ten (10) working days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed under the terms of this Article.
11. At the meeting, the Employer shall provide the Member with details of the disciplinary measures proposed. The purpose of the meeting shall be to permit the Member to submit documents or oral evidence and make submissions concerning the tentative results of the investigation or concerning any proposed discipline.
- 11.1 If a Member is reprimanded, suspended or dismissed, he or she shall be given written notification within ten (10) days, together with the reasons for taking this action in sufficient detail to permit him or her to respond.
- 11.2 Any Grievance related to a suspension or dismissal shall start at Step 2.

- 11.3 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 11.4 A Member who is dismissed shall receive a lump sum equivalent to four (4) months' full salary within fifteen (15) working days of the effective date of dismissal. Such sum shall be deducted from any retroactive salary ordered through Arbitration.
- 11.5 At an Arbitration or Grievance hearing relating to discipline, the onus is on the Employer to prove that the discipline was for just cause.

**Institutionalized Member**

12. A Member who is committed to a penal institution for a period of six (6) months or less shall be given a Leave of Absence without pay for the period of incarceration.
- 12.1 Notwithstanding Clause 12 above, a Member who is incarcerated prior to trial in a criminal matter shall continue to be paid full salary and benefits until the Member is found guilty.

**Sunset Provision**

13. All warnings/reprimands and all documents associated with them shall be removed from the Member's Official File twenty-four (24) months after the date on which the warning/reprimand was given to the Member, unless the Member has been given further warnings or reprimands and does not successfully grieve the matter.

**Restriction on Discipline**

14. A Member may not be disciplined for violation of a rule, regulation or policy unless that rule, regulation or policy has been promulgated by the appropriate authority and does not violate this Collective Agreement.
- 14.1 No investigation under this Article shall be initiated by the Employer more than one hundred and eighty (180) days after it knew or ought to have known about the facts that could be the basis for discipline.

## DISCRIMINATION AND HARASSMENT

1. The Parties are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and Harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

### Definitions

#### Discrimination

2. Except as permitted by law, there shall be no Discrimination, interference, restriction or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Appointment, Promotion, Continuing Appointment, reappointment, dismissal, termination of employment, layoff, Professional Leaves or other Leaves or benefits, by reason of the grounds a) through h) listed below; nor shall any Discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
  - a) race, color, ancestry, place of birth, ethnic or national origin, citizenship (except for new Appointments as provided for by law); or
  - b) creed, religious or political affiliation or belief or practice; or
  - c) sex, sexual orientation, gender identity or expression, physical attributes, marital status, or family relationship; or
  - d) age; or
  - e) physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Member's Responsibilities; but this exception shall not relieve the Employer from its duty to accommodate in accordance with the *Human Rights Code*, R.S.O. 1990, c. H.19 or other applicable legislation); or
  - f) place of residence (except where the place of residence would interfere with the carrying out of any part of the Member's Responsibilities); or
  - g) record of offences (except where such record is relevant to the Member's Responsibilities); or
  - h) membership or participation in the Association.
- 2.1 Clause 2 does not apply to any action or decision based on a *bona fide* occupational requirement or qualification.

- 2.2 For the purposes of determining what limitations may reasonably be imposed in good faith to meet the objective requirements of employment, every employee is entitled to individual consideration.
3. The Employer shall take proper and reasonable steps to avoid systemic Discrimination through policies or practices that may lead to adverse job-related consequences.
4. This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### **Harassment**

5. There shall be no Harassment or Sexual Harassment exercised against or by any Member.
- 5.1 *Harassment* means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds of Discrimination under Clause 2. Harassment includes Sexual Harassment and Personal Harassment, including Workplace Harassment. Harassment may constitute a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

### **Sexual Harassment**

- 5.1.1 *Sexual Harassment* includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance or sexual orientation and includes situations where:
  - a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment, academic status or academic accreditation; or
  - b) submission to such conduct by an individual is used as a basis for employment, or for performance, academic status or academic accreditation decisions affecting such individual; or
  - c) such conduct interferes with an individual's work or performance; or
  - d) such conduct creates an intimidating, hostile or offensive working or academic environment.

This definition of Sexual Harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between employees or bona fide academic discussion. However, Members who have authority over or the ability to confer or refuse benefits of an academic or financial nature and who are involved or become involved in a relationship with a student or

## *Discrimination and Harassment*

employee could be in a situation where the ability of the student or employee to consent is compromised and thus such relationship should be embarked on with caution. In any event such relationships shall be declared in accordance with the Article *Conflict of Interest and Conflict of Commitment*.

### **Personal Harassment**

5.1.2 *Personal Harassment* includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the *Human Rights Code* and listed in Clause 2.

For the purposes of this Article, Personal Harassment includes *Workplace Harassment* as defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably known to be unwelcome.

5.1.3 Harassment does not include:

- a) interpersonal conflict or disagreement;
- b) the proper exercise of the performance evaluation provisions of this Collective Agreement; or
- c) the exercise of expression protected by the Article *Academic Freedom*.

### **Responsibilities of the Parties**

6. The Employer, Academic Leaders (Deans, Chief Librarian, Associate and Assistant Deans, University Archivist, Associate and Assistant University Librarians, Chairs, Directors, and other Unit Heads) and the Association and Members share responsibility for ensuring and promoting a safe working and learning environment that is free from Discrimination and/or Harassment and shall take proper and reasonable steps to uphold the policies and procedures set out in this Article.

In addition to the foregoing shared responsibility:

6.1 The Employer shall:

- a) provide Academic Leaders and Members with appropriate training regarding Harassment and Discrimination. Such training shall be developed in consultation with the Association;
- b) provide supports and resources for the administration of its policies and programs relating to Discrimination and Harassment including, but not limited to, this Article. In particular, the Employer shall ensure that in addition to the Director, at least one Human Rights Officer (HRO), who can be contacted at the Office of Equity and Human Rights Services, is appointed to provide education and support pursuant to this Article and other University policies related to human rights.

6.2 The Association shall:

- a) participate in joint training/education sessions as applicable;
- b) provide representation to Members in accordance with the Collective Agreement and legislative requirements.

6.3 Academic Leaders shall:

- a) become familiar with and communicate the Employer's policies regarding Discrimination and Harassment to faculty, staff and students within their Faculty/Department/Library;
- b) participate in education relating to Discrimination and Harassment, specifically related to administrative duties and accountabilities;
- c) identify training needs and encourage all faculty, staff and students to attend relevant training related to the Employer's policies and programs relating to Discrimination and Harassment;
- d) involve the HRO in any unit-based attempts at resolving or mediating potential Harassment;
- e) report any incident(s) which may be related to Discrimination and Harassment immediately to the HRO;
- f) keep detailed records of any instances of Discrimination and Harassment and forward to the HRO and/or Associate Vice President, Human Resources (AVP-HR) as required.

6.4 Members shall:

- a) cooperate with the Employer in its exercise of the duties imposed by this Article (e.g., any efforts to resolve and/or investigate matters relating to Discrimination and Harassment);
- b) report immediately any instances of Discrimination and Harassment to the HRO in accordance with the applicable procedure;
- c) participate in training as required.

6.5 The Human Rights Officer (HRO) shall:

- a) facilitate the development, implementation and ongoing management and/or coordination of the Employer's policies and programs relating to Discrimination and Harassment including, but not limited to, this Article;
- b) provide support, education and advice to Academic Leaders with respect to dealing with Discrimination and Harassment issues;

## *Discrimination and Harassment*

- c) provide information to Members on the various support programs/mechanisms available to them (e.g. Employee Assistance Program);
- d) review and address issues of climate and culture concerns on request of the Employer or the Association;
- e) by August 1st of each year, provide an annual report to the President with a copy to the Association. This report shall provide a statistical record of incidents occurring, including the results of alternate resolutions and disposition of complaints.

### **Violence and Threats to Safety**

- 7. Where a Member becomes aware of circumstances that might reasonably be interpreted as a threat to the safety of any member of the campus community, or becomes aware that any member of the campus community is a victim or perpetrator of violence including domestic violence, the Member shall immediately report this information to the Campus Police.
- 7.1 The parties acknowledge the HRO may be required by law to release relevant information to law enforcement agencies or to the Employer regarding threats to safety or potential violence. Where any such release involving a Member is deemed necessary, the HRO shall notify the President of the Association.

### **Right to Advice, Representation or Support**

- 8. Members may seek the advice of the Human Rights Officer (HRO) in order to discuss situations which may be encompassed by this Article. All such discussions shall be confidential to the HRO and in accordance with the policies and procedures of the Office of Equity and Human Rights Services.
- 8.1 In any meeting or hearing held pursuant to the terms of this Article, Members may be accompanied by a representative of the Association or by another support or resource person of the individual's choosing, and shall be so advised by the HRO when the Member first has contact with the HRO.
- 8.2 With respect to matters arising under the terms of this Article Members may be represented by legal counsel at their own expense.

### **No Reprisal or Retaliation**

- 9. Any reprisals, retaliation or threats of reprisals or retaliation for pursuing rights under this Article, for having participated in procedures, or for acting in any role under these procedures are prohibited. Any such alleged reprisal or retaliation or threat thereof shall be grounds for laying a complaint under this Article and proceeding directly to a fact-finding investigation of the alleged reprisal or retaliation as described in Clause 14 of this Article.

10. Any Grievance arising from the application of this Article is limited to a complaint that the procedure(s) of this Article was (were) not followed, except for the following:
  - a) a Grievance that a remedy provided by the Employer is inappropriate or inadequate; or
  - b) a Grievance claiming that the determination of the Employer is inconsistent with the Investigator's finding of fact; or
  - c) a Grievance that Discipline imposed by the Employer is inappropriate; or
  - d) a Grievance that a term (or terms) of the resolution reached under this Article has (have) been breached; or
  - e) a Grievance that the Employer has made an improper decision in respect of Clause 14.1 of this Article.
- 10.1 Members may seek assistance from the Human Rights Tribunal of Ontario (HRTO), in accordance with the HRTO time limits, even when taking steps under this Article.
- 10.2 If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before the HRTO or to proceedings in the courts or to the laying of a criminal charge, then any action under this Article shall be suspended until such proceedings are concluded.
- 10.3 The Employer shall not be restricted in fulfilling its responsibilities under the *Human Rights Code*, other applicable legislation, or where the safety of individuals is threatened or compromised.
  - 10.3.1 Where the Employer deviates from any procedure set out in this Article in order to fulfill its responsibilities under Clause 10.3, it shall notify the Association should the matter involve a Member.

### **Conflict of Interest**

11. Any person involved in the application of any of the provisions or procedures under this Article shall, on the grounds of conflict of interest or reasonable apprehension of bias, immediately declare any such conflict of interest or bias to the parties to the complaint, to the Vice-President (Resources & Operations) or designate and to the Association. The Vice-President (Resources & Operations) or designate shall forthwith provide a replacement for the person who has made the declaration.
  - 11.1 Any party to a complaint who objects to the participation of any person in the application of the provisions or procedures under this Article on the grounds of conflict of interest or reasonable apprehension of bias may inform the Vice President (Resources & Operations) or designate that he or she wishes that person to be replaced, stating his or her reasons. The Vice-President (Resources & Operations) or designate shall immediately inform the Association of any such declaration. The Vice-President (Resources & Operations) or designate shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable

## *Discrimination and Harassment*

opportunity to respond to it. Where the Vice-President (Resources & Operations) sustains the objection and appoints a replacement, she/he shall provide the Association with reasons for the replacement.

### **Reporting and Assessment of Incidents and Complaints of Discrimination and/or Harassment**

12. Any Member who believes that he or she has been subjected to, or has witnessed, behaviour that violates this Article, should immediately report his or her concerns or the incident to the HRO.
- 12.1 Whenever a person seeks assistance with a matter relating to Discrimination or Harassment from someone other than the HRO, the person shall be advised to contact the HRO. In addition, the person being asked for assistance should immediately contact the HRO to advise the HRO that assistance has been sought. The HRO shall be responsible for acting on the information received in a timely manner.
- 12.2 The HRO shall provide a confidential consultation to discuss concerns and/or incidents that may be encompassed under this Article. If the HRO determines that the facts alleged if proven would constitute Discrimination or Harassment under this Article, the HRO shall advise the Member that the Member can choose from the following options:
  - a) request alternate resolution;
  - b) file a complaint and request investigation; or
  - c) not pursue the matter further. Such a decision does not bar the Employer from taking any action deemed necessary in relation to its obligations under the *Occupational Health and Safety Act*.
- 12.3 The Employer agrees that it shall take disciplinary action against those who make allegations of Discrimination and Harassment that are reckless, malicious or not in good faith.

### **Option A: Request for Alternate Resolution**

13. Alternate resolution normally refers to options *other than* a complaint process. It is a problem-solving approach that has the goal of achieving a resolution satisfactory to all parties. Alternate resolution is normally not appropriate where one of the parties desires a formal procedure which may result in a decision imposing corrective, preventive, remedial or disciplinary consequences.
- 13.1 Each situation is unique and it is necessary for the HRO to have flexibility in determining the most appropriate options to attempt to reach a resolution. In order for the alternate resolution to proceed, all parties must agree to participate in the process. Some examples of alternate resolution include:

- a) facilitated discussion;
- b) mediation; or
- c) education.

13.2 The HRO retains the discretion to approve a request for alternate resolution where:

- a) the request was made within six (6) months of the date of the last incident;
- b) the matter is within the jurisdiction of the University, i.e., involves employees and/or students of the University; and
- c) the issues to be addressed through alternate resolution are within the scope of the Article, i.e., alleging Discrimination or Harassment.

13.3 There may arise circumstances where, in the opinion of the HRO, alternate resolution is not a viable option. Such circumstances include, but are not limited to, situations where:

- a) there is a safety risk to either or both of the parties;
- b) there is significant power imbalance between the parties;
- c) the remedy sought by one party is of a monetary or a punitive nature; or
- d) the prospects of resolution appear to be unlikely.

13.3.1 If the HRO approves a request for alternate resolution, the HRO shall advise the relevant parties of this decision.

13.3.2 If the HRO does not approve a request for alternate resolution, the HRO shall advise the Member requesting alternate resolution of this decision in writing within ten (10) working days after that decision has been made and shall provide reasons for not considering alternate resolution to be a viable option.

13.4 The HRO may, at any time, refuse to continue alternate resolution proceedings based on information or concerns related to the factors specified in Clauses 13.2 and 13.3. Where alternate resolution is terminated, the HRO shall provide reasons for his or her decision.

13.5 Alternate resolution proceedings shall be completed within twenty (20) working days of receiving the request for alternate resolution. This time period may be extended upon agreement between the HRO and relevant, involved party(ies), to a maximum of forty (40) working days.

13.6 If alternate resolution proceedings do not result in settlement of all issues, the HRO shall advise all relevant, involved parties of the option to file a Complaint and Request for Investigation.

## *Discrimination and Harassment*

- 13.7 If a resolution consistent with the terms of this Article and any applicable legislation (e.g., the *Ontario Human Rights Code* or *Occupational Health and Safety Act*) is achieved, all parties shall sign a statement of the terms of resolution. The terms of resolution will indicate that a Member has the right to seek the advice of, or provide a copy to, the Association. A copy of the terms of resolution shall be retained in the files of the HRO for a period of five (5) years and shall not be placed in the Member's Official File.
- 13.8 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution. If the Employer refuses to take such action, it shall not sign the statement and shall state in writing to the parties why it refuses to do so. Such a response from the Employer can be grieved proceeding directly to Step 2 of the grievance procedure in accordance with Clause 13 of the Article *Grievance and Arbitration*.

### **Option B: Complaint and Request for Investigation**

14. A complaint may be submitted within twelve (12) months of the latest alleged incident of Discrimination and/or Harassment directly to the AVP-HR (or designate).

The complaint shall be in writing and include:

- a) the name(s) of the Complainant(s);
  - b) the name(s) of the Respondent(s);
  - c) date, time and place of the incident(s);
  - d) any relevant information or evidence to the support the allegation including names of witnesses; and
  - e) sufficient information for the Respondent(s) to be able to respond.
- 14.1 Following receipt of the complaint, the AVP-HR (or designate) shall determine the following:
- a) whether the complaint was received within 12 months of the latest alleged incident;
  - b) whether the matter is within the jurisdiction of the University, i.e., involving employees and/or students of the University;
  - c) whether the allegations are within the scope of this Article;
  - d) whether the allegation contains sufficient information for the Respondent(s) to be able to respond; and
  - e) which interim measures are required, if any, during the complaint and investigation process.

- 14.2 Where the AVP-HR, or designate, determines that the criteria in 14.1 are met, and an investigation will be undertaken, he or she shall within ten (10) working days following that determination, provide written notice to the Complainant and the Respondent that there is a complaint that will be investigated. The notice shall provide the name of the investigator or indicate that an investigator will be appointed and shall indicate that the Member may seek the advice and support of the Association.
- 14.2.1 If the AVP-HR or designate determines that an investigation will not be undertaken, he or she shall, within ten (10) working days following that determination, provide written notice to any Member who is a Complainant and shall provide reasons for this decision.
- 14.2.2 If the AVP-HR or designate cannot make a decision as to whether an investigation will be undertaken within ten (10) working days, he or she shall provide written notice to the Association that there is a complaint involving a Member or Members which may, at some point, require an investigation, together with the reasons for not being able to make a decision at that time. Any Member who is a Complainant shall also be informed that a decision concerning an investigation is under consideration. The status of the complaint shall then become an agenda item to be discussed at all bi-monthly meetings described in Clause 15.
- 14.3 If the AVP-HR or designate decides to begin an investigation the AVP-HR shall, in a timely manner:
- a) appoint an internal or external Investigator, to prepare a fact finding report in which the Investigator shall review the complaint and determine whether Discrimination and/or Harassment has been established;
  - b) ensure that the Investigator has relevant experience in such investigations and does not have a conflict of interest in the matter under review;
  - c) inform the Association of the name of the investigator;
  - d) contact the Association's Grievance Officer for consent, where an internal Investigator is proposed;
  - e) advise the President of the Association, where the Employer has made the complaint.
- 14.4 The Employer-approved costs of the external Investigator shall be borne by the Employer.
- 14.5 The Respondent shall be informed by registered mail or equivalent of any and all allegations by being provided a copy of the complaint and any interim measures to be taken under 14.1 e) within ten (10) working days of the Investigator's appointment. The Respondent shall be provided the opportunity to respond in writing and/or in person to the complaint. Any written reply shall be provided to the Complainant and to the Investigator within ten (10) working days of the latest of:

## *Discrimination and Harassment*

- a) the receipt of the complaint; and
- b) any interview with the Investigator.

Where the Complainant(s) fail(s) to participate in an Investigation, the complaint shall be deemed withdrawn. Where a Respondent fails to participate, the Investigation may proceed in absentia, and a finding may be made against the Respondent in accordance with Clause 14.7. No Member shall be required, except as required by law, to participate as a witness in an investigation.

14.5.1 The Employer may withhold information, decide not to notify or delay notifying a Member who is the Respondent if there is believed to be a risk of harm to any person or to University property or that the investigation may otherwise be impacted.

14.5.1.1 If the decision is made to withhold information under the terms of Clause 14.5.1, the Employer shall notify the President of the Association immediately and shall further provide the President of the Association with all details as they become available.

14.6 Members and the Employer shall maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the Employer has grounds to believe that such confidentiality may put a person at risk of significant harm. In such a case, the Employer shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

14.6.1 Members contacted by the Employer during the investigation shall be informed of the confidentiality requirement under Clause 14.6.

14.7 Should the allegation of Discrimination and/or Harassment be substantiated the disciplinary processes shall be in accordance with Clauses 10.5 through 11.5 of the Article *Discipline*.

14.7.1 A Member who is a Complainant or Respondent (or the Association with the Member's consent) may access the Investigation Report in the Office of the AVP-HR. In the event an Investigation Report involving a Member as a Respondent concludes that the allegation of Harassment and/or Discrimination has been substantiated and the Report is to be used in a disciplinary proceeding, or where the Association files a grievance in respect of the investigation, a copy of the Investigation Report shall be provided to the Association, upon consent of the Member.

14.7.2 Any outcome or resolution of a matter achieved through the processes indicated in Clauses 14 through 14.5.1 above, including the complaint, any written response(s) by a Respondent, or other written records, shall remain with the complaint as it may move forward and shall be retained by the HRO/AVP-HR.

15. The AVP-HR or designate, the HRO, and up to two (2) representatives appointed by the Association shall meet on a bi-monthly basis and shall review the status of

proceedings under this Article involving Members as Complainants or Respondents.

**Retention of Files**

16. All documents related to a complaint filed according to Clause 14 of this Article shall be retained in confidence for ten (10) years in the Office of Equity & Human Rights Services. Such files in the Office of Equity & Human Rights Services may only be accessed by the Human Rights Officer or the AVP-HR. Files will be destroyed, in a confidential manner, after the ten-year period.
- 16.1 Notwithstanding Clause 16, the Office of Faculty Relations may retain records relating to a complaint filed according to Clause 14 where the matter has been the subject of a proceeding under the *Discipline* article.

## **DURATION OF THE AGREEMENT**

1. This Collective Agreement shall be in force, except where specific Articles provide otherwise, for four (4) years from July 1, 2015 until June 30, 2019.
- 1.1 Notwithstanding Clause 1, unless otherwise specified in this Collective Agreement, no provisions shall apply retroactively to the date of ratification.

## EDUCATION ASSISTANCE

1. The Educational Assistance Plan encourages career development by providing financial assistance to Members who pursue additional education and qualifications.
2. All Members with Probationary or Continuing Appointment, including Members granted Education Leave, are eligible to apply for Education Assistance.
  - 2.1 Education Assistance is available to those Members who have an active Appointment at the beginning and completion of the course.
    - 2.1.1 Course completion date is the last day classes are held or the exam date, whichever is later.
  - 2.2 The courses(s) must be related to the present work duties or anticipated career plan for the individual within the University. A course is defined as a series of academic lectures that culminates in an examination and/or grade being awarded, or a professional development opportunity that results in receipt of a formal qualification or a certificate of completion. The education must be primarily of benefit to the University as determined by the Chief Librarian or Dean.
3. Subject to Clauses 2, 2.1, 2.2, 4, 5, 8, and 9 of this Article, the Employer shall reimburse Members for the tuition fee of any course taken by the Member at The University of Western Ontario, at another accredited post-secondary educational institution, or under the auspices of a professional association, upon successful completion of the course.
4. Tuition fees eligible for payment do not include any supplementary expenses or fees, ancillary fees, program specific fees or other supplemental expenses such as books, lab fees or activity fees, etc.
5. The maximum reimbursement for any Member shall be \$4,000 per Fiscal Year.
6. Subject to Clause 5 above, the Employer shall pay in advance the tuition fees of any courses taken by a Member at The University of Western Ontario where the Member has successfully completed a course for credit at The University of Western Ontario and where the Member does not owe the University any funds in respect of Education Assistance.
7. Should a Member resign, retire or be terminated for just cause within one (1) year of the end of the course, or should the Member not successfully complete the course, the Member shall be liable for the tuition of the course. At the Employer's discretion, repayment may be made by payroll deduction.
8. Application for Education Assistance shall be made to the Chief Librarian or Dean on the application form provided, at least one (1) month in advance of the commencement of the course. Applications will be responded to within ten (10) working days. Approval of Education Assistance shall not be arbitrarily withheld and

## *Education Assistance*

any decision not to approve the application shall be accompanied by written reasons.

9. Once the course has been completed, proof of successful completion must be submitted to the Chief Librarian or Dean. Where the tuition fee has not been paid in advance, the tuition fee receipt must also be submitted for reimbursement.
10. This benefit will be treated as tax exempt under the conditions of this Article; however, the Member accepts responsibility for any subsequent adverse determination by the Canada Revenue Agency (CRA).
11. If a course is to be taken during normal working hours, the Chief Librarian or Dean shall consult with the Member's immediate supervisor regarding the Member's working schedule.
12. The Chief Librarian or Dean may request that a Member take certain courses of study or seminars which would be advantageous to both the Member and the Employer. If the Member agrees to take such a course, seminar or workshop, the Employer shall bear the full cost and the Member shall have sufficient time away from his or her responsibilities to pursue the course.

## EDUCATION LEAVE

1. The purpose of an Education Leave is to expand and improve a Member's qualifications by enabling the Member to pursue studies or undertake training or other activities related to the Member's Responsibilities. Such a Leave shall be granted if the Employer determines that the Leave would be of sufficient benefit to the Member and the University, and that the Leave would not interfere with the ability of the Member's Unit to meet its operational requirements.
2. A Member with Continuing Appointment is eligible to apply for Education Leave.
3. An Education Leave shall not exceed one (1) year.
4. A Member granted an Education Leave shall be obliged to return to employment with the University for a time equal to the period of the Leave. Should a Member not satisfy this condition, the Member shall be indebted to the Employer for the sum of the salary, benefits and pension contributions paid to the Member by the Employer during the Education Leave, unless the Employer waives such obligation.
5. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, at least two (2) years of full-time continuous service shall elapse between any two (2) successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. At the request of the Member, these restrictions may be modified in individual cases by the Provost, on the recommendation from the Chief Librarian or Dean. Approval of any such request shall not be arbitrarily withheld.
6. A full-time Member on Education Leave shall receive 85% of salary and the Member's normal benefits shall continue, provided that the Member's income from all sources does not exceed 100% of the Member's salary.
7. A Member granted an Education Leave may request a Moving Expense Reimbursement and/or a Research Grant, in lieu of a portion of his/her salary, while on Education Leave in accordance with Clauses 27 through 27.4 in the Article *Compensation and Benefits*.
8. Professional Leave credit shall be earned during an Education Leave subject to the provisions of the Article *Professional Leave*.
9. A Member shall apply for Education Leave in writing to the Chief Librarian or Dean of the Member's Faculty. The application shall describe in detail the plan for, and the objectives, duration and expected benefits of the proposed Education Leave, as well as the Member's duties and provisions for evaluation during and after the Leave. A Member shall apply in writing at least six (6) months before the proposed Leave is to take effect.

## *Education Leave*

10. The Chief Librarian or Dean shall consult with the Member's immediate supervisor. The Employer shall then approve or deny the application within twenty (20) working days of the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
11. Changes to the arrangements in Clause 9 above may be made by agreement of the Member and the Employer in writing.
12. Members on Education Leave may apply for Promotion, but are not eligible for consideration for Promotion, while on Leave. The record of activity in any area of the Member's Responsibilities during the Education Leave shall be included should a participant be subsequently considered for Promotion.

## ELECTED PUBLIC OFFICE LEAVE

1. Members who become candidates for full-time public office shall be granted on request a temporary Elected Public Office Leave for the duration of the election campaign. Such Elected Public Office Leave shall be paid for the duration to a maximum of twenty-five (25) days of work. Such a request must be made to the Chief Librarian or Dean as soon as the Member has decided to become a candidate. Such a request shall not be arbitrarily denied.
- 1.1 Alternatively, or in addition to the Elected Public Office Leave in Clause 1 above, a Member may request a Reduced Workload arrangement. Such a request must be made by the end of the first working day after the Member becomes a candidate, notwithstanding Clause 3.1 of the Article *Reduced Workload*. Consideration of the request shall be expedited.
- 1.2 Elected Public Office Leave days do not have to be taken consecutively or as whole days.
2. A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
3. A Member who is elected to full-time public office shall be granted Elected Public Office Leave without salary or benefits for the duration of the public office term. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave. During the Leave, the Employer shall not contribute to the cost of benefits and pension.
4. The Elected Public Office Leave shall end when the Member's first public office term expires or, if the Member successfully seeks subsequent terms of office, at the end of five (5) years, whichever is longer. A Member who seeks public office or who seeks to stay in public office for more than five (5) years, and who has not resigned, shall cease to be an employee of the University at the end of the fifth (5<sup>th</sup>) year in office.
5. The Member, upon both making a request to the Chief Librarian or Dean and returning to the workplace no later than two (2) weeks following the expiry of the Leave, shall be reinstated in his or her previous Appointment.
6. A Member on Elected Public Office Leave is not eligible for consideration for Promotion or Continuing Appointment. Subject to Clause 6.1 below, if a Member on a Probationary Appointment takes an Elected Public Office Leave for a period of less than one (1) month, no extension of the probationary period shall occur. Where an Elected Public Office Leave is taken for a period of one (1) month or more, the period of probation shall be extended for a period equal to that of the Elected Public Office Leave taken or eighteen (18) months, whichever is less.
- 6.1 If Elected Public Office Leave, taken by a Member on a Probationary Appointment, demonstrably and seriously interferes with the performance of duties relevant to consideration for a Continuing Appointment, the Member may apply in writing and

*Elected Public Office Leave*

with reasons to the Chief Librarian or Dean, within thirty (30) days of the end of the Elected Public Office Leave, requesting an extension beyond the periods set out in Clause 6 above. Such an extension shall not be arbitrarily denied.

## EMERGENCY SUSPENSION

1. Notwithstanding the provisions of the Article *Discipline*, the President or designate may suspend a Member with full pay where:
  - a) the Employer has grounds to believe that the failure to take the action outlined herein would result in:
    - (i) physical harm or other significant detriment to a person(s) associated with the University; or
    - (ii) significant harm, loss or damage to University property or data or to property or data of members of the University community on the University Campus; and
  - b) the Employer has considered all reasonable alternatives to suspension.
2. Where an Emergency Suspension has taken place:
  - a) the basis of the Employer's actions shall be fully disclosed to the Member affected and the Association;
  - b) the Member affected and the Association shall be given an opportunity to address the basis for the Employer's actions, should they choose to do so, and to suggest alternatives to the suspension; and
  - c) the suspension of the Member under the provisions of this Article shall be for a period no longer than necessary to address the concern of the Employer in sub clause 1 a) above hereof.
3. Grievances under this Article shall begin at Step 2.

## EMPLOYMENT EQUITY

1. The Parties endorse the principle of equity in employment. Employment Equity involves hiring the most suitably qualified candidate for any open position while ensuring that the hiring process and the qualifications required for each position are fair and equitable for all persons. The Parties agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of the following groups: women, aboriginal peoples, persons with disabilities and visible minorities. Other groups as may be designated as under-represented in federal and provincial human rights legislation or agreed to by the Parties may be included in this list.
2. The Parties agree to work towards increasing the proportion within the Bargaining Unit of members of these groups, to improve their employment status and to ensure their full participation in the University community.
3. Based on a process of voluntary self-identification, the Employer shall maintain an ongoing employee database to identify membership in the designated groups.
4. The Employer agrees to use the following search procedures to find qualified members of under-represented groups for Full-Time Appointments.
  - a) Advertisements placed in *University Affairs (UA)* and the *Canadian Association of University Teachers (CAUT) Bulletin* or their successors, and in other relevant professional journals, national newspapers, listservs and websites. Choice of paper or electronic editions will be at the discretion of the Appointments Committee.
  - b) In consultation with the Appointments Committee, the Employer, through Equity & Human Rights Services, shall also develop and maintain a list of relevant contact associations representing designated groups to which notice of the advertisement shall be sent.
  - c) Advertisements shall indicate that the University is committed to employment equity and diversity and that applications are welcome, particularly from designated groups. All such advertisements shall be audited by the Office of Faculty Relations for compliance with this policy.
  - d) Letters from the Chief Librarian or appropriate Dean, as applicable, to their equivalents in other Canadian universities inviting qualified women, visible minorities, aboriginal people and persons with disabilities to apply for advertised positions.
  - e) Other measures as authorized by the Chief Librarian or Dean or designate, in consultation with the Library Director or Department Head searching for candidates and the office responsible for employment equity matters in the University.

5. When making a recommendation for any full-time appointment to the Chief Librarian or Dean, the Appointments Committee shall make a report on the search process that shall include:
  - a) the total number of applicants and the number with appropriate professional qualifications, the numbers of male and female applicants and, where known, the same information for applicants from the other designated groups;
  - b) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking. This report shall also include explicit statement of the rationales for the exclusion of any qualified candidates who are known to be members of the designated groups. The Committee shall review this report before recommending any formal offer of Appointment;
  - c) where the information required in Clauses 5 a) and 5 b) of this Article is incomplete or otherwise problematic, the available information shall nevertheless be reported as fully as possible, with explanation. So as to improve the quality of this information, the Employer shall develop appropriate methods of collecting and reporting the information;
  - d) the total number of applicants who received interviews, the number of males and females who received interviews, and, where known, the same information from applicants from other designated groups; and
  - e) for an individual being recommended for a Full-Time Appointment, any information concerning his or her membership in any of the designated groups.
6. The criteria used to evaluate candidates for Appointment and Promotion and Continuing Appointment shall not allow for systemic discrimination against members of designated groups, or against individuals by reason of the factors listed in Clauses 2 (a) through 2 (h) of the Article *Discrimination and Harassment*.
7. The Employer shall fill and maintain the full-time position of Director of Equity & Human Rights Services and provide support for that position.
8. The Employer shall give all Members chosen to serve on the Appointments Committee or on the Committee for Promotion and Continuing Appointment access to the current *Employment Equity Guide (for Committees established under the Faculty and Librarians and Archivists Collective Agreements)* and any other relevant information about the equity context, federal and provincial legislation (including immigration statutes) and University policies. This *Employment Equity Guide* shall be made available, in electronic form, on both the University and Association websites. Members shall familiarize themselves with such information as a condition of serving on such committees. Furthermore, the Chief Librarian or Dean or designate shall ensure that committees are aware of the relevant legislation and University policies, and the Chief Librarian or Dean or designate and the Members

## *Employment Equity*

participating in the work of the committees shall share responsibility for ensuring that the relevant legislation and University policies are followed throughout the deliberation of the committees. The committees may call upon the Office of Equity & Human Rights Services for assistance.

9. The Parties agree to maintain the presently established Employment Equity Committee. This Committee shall consist of: two representatives appointed by the Association, at least one of whom shall be a member of one of the designated groups; two representatives appointed by the Employer, at least one of whom shall be a member of one of the designated groups; and the Director of Equity & Human Rights Services, who shall be a non-voting member. A representative of the Association and a representative of the Employer shall serve as co-chairs of the Committee.
10. Before the conclusion of each Academic Year, the Employment Equity Committee shall receive data sorted by gender and by such other designated groups for which data are available, on the number of Full-Time Librarians and Archivists hired in that year. An updated report shall be sent to Senate, the Board and the Association by January 31 of the following year.
11. The Employment Equity Committee shall be advisory to the President's Standing Committee on Employment Equity, or its successor(s) and shall:
  - a) serve as a vehicle for discussions between the Parties concerning the development, implementation and monitoring of such equity programs as are or may be required by law, or by University policy and this Collective Agreement;
  - b) periodically review the criteria for the evaluation of candidates for Appointment, Promotion and Continuing Appointment, and the implementation of these criteria, to determine whether either the criteria or practices systemically discriminate against members of designated groups, or against individuals by reason of the factors listed in Clauses 2 (a) through 2 (h) of the Article *Discrimination and Harassment*;
  - c) consider, after completion of an annual statistical survey and analysis by the Office of Equity & Human Rights Services and the Committee, whether or not, and to what extent, there are inequities in the representation of designated groups within the Membership of the Bargaining Unit;
  - d) consider whether or not there are other groups of persons who have a reasonable, just and demonstrable claim for consideration, in addition to the individual protections provided to them pursuant to the Article *Discrimination and Harassment*. If the Employment Equity Committee identifies such situations, it may bring forward recommendations to the Association and the Employer for consideration; and

- e) through the Joint Committee, submit recommendations to the Employer and the Association for consideration, and to the President's Standing Committee on Employment Equity, or its successor(s) for information.

## ENTRY OR RETURN OF ADMINISTRATORS TO THE BARGAINING UNIT

1. An Administrator who is excluded from the Bargaining Unit by virtue of his or her office shall, upon completion of the term of office or resignation or removal therefrom, take up Membership in the Bargaining Unit as a Librarian or Archivist. This may be a position within the Unit in which he or she held a position before moving into the Administrative position, or another position within Western Libraries or The University of Western Ontario assigned at the discretion of the Provost, commensurate with the Member's qualifications and experience.
  - 1.1 Where a Member with Responsibilities in Academic Activity accepts a reduction in the proportion of Academic Activity in his or her Workload to accept an Administrative position outside of the Bargaining Unit, upon return to the Bargaining Unit, the Member shall be entitled to an Alternative Workload sufficient to recover the commitment to Academic Activity that was foregone. Such an Alternative Workload arrangement shall be negotiated before acceptance of the Administrative position and shall commence immediately upon completion of the term as Administrator.
  - 1.2 Where an Administrator is returning to a position in the Bargaining Unit, in allocating work in accordance with Clause 2.2 of the Article *Workload*, the Unit Members shall take into consideration the proportion of the Member's commitment and length of time needed for the Member to update Professional Practice skills and expertise in order to competently undertake his or her role.
    - 1.2.1 Where a Member's Workload has been adjusted to allow updating of Professional Practice skills and expertise, all such activities toward that purpose shall be considered in the Annual Report and Review process, in accordance with the Article *Annual Report and Review*.

## EXCHANGE LEAVE

1. An Exchange Leave is required for a Member's participation in an exchange program with another institution. In such instances, the Member is replaced by a professional librarian or archivist from the other institution. While on an Exchange Leave, a Member's distribution of Responsibilities remains the same as if the Member were not on Leave, unless arrangements have been made under the Article *Alternative Workload*.
2. Members at the Assistant Rank or above with at least two years of continuous service are eligible to apply for an Exchange Leave. Such a Leave may be granted where the Employer determines that the Leave will be of sufficient benefit to the University, and that the Leave will not interfere with the ability of the Member's Unit to meet its operational requirements.
3. An Exchange Leave shall not exceed one (1) year.
4. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental Adoption Leave and Sick Leave, at least two (2) years of full-time continuous service shall elapse between any two (2) successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Chief Librarian or Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
5. Subject to the provisions of Clause 2 of this Article, participants in the exchange program need not be from the same area of Professional Practice.
6. The salaries and benefits of the participants will be the responsibility of their respective home institutions.
7. Responsibility for removal expenses lies with the Member. A Member whose application for Exchange Leave has been approved may request to have a portion of his/her salary while on Exchange Leave paid as a Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the *Income Tax Act* and Canada Revenue Agency (CRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgment by CRA.
8. Professional Leave credit shall be earned during this Leave, subject to the provisions of the Article *Professional Leave*.
9. Any application for Exchange Leave shall be made by the Member to the Chief Librarian or Dean. The application shall describe in detail the duration, nature and expected benefits of the exchange, including any provisions for evaluation during and after the exchange, and shall include the *curriculum vitae* of the other participant. A Member shall apply in writing at least six (6) months before the proposed Leave is to take effect. A copy of the application shall be sent to the Member's immediate supervisor.

## *Exchange Leave*

10. The Chief Librarian or Dean shall consult with the Member's immediate supervisor. The Provost or designate shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision to approve or not to approve the application shall be accompanied by written reasons within twenty (20) working days of receipt of the application.
11. Members on Exchange Leave are not eligible for consideration for Promotion while on Leave. Activity in any area of the Member's Responsibilities, reported for the period of Exchange Leave, shall be included if/when a participant is subsequently considered for Promotion.
12. If a Member becomes ill or injured such that the Exchange Leave cannot be completed, the Exchange Leave for that Member may be cancelled at the Member's request and the provisions of Clause 7 and subsequent clauses of the Article *Income Security* shall apply.
- 12.1 If a Member becomes ill or injured during the first six (6) months of a twelve (12) month Leave, then the Member shall have the option of completing the Leave at a later date to be agreed upon by the Member and the Chief Librarian, Dean or designate.

## **FINANCIAL EMERGENCY**

### **General**

1. A state of Financial Emergency occurs when the Financial Commission referred to in this Article determines that substantial and recurring financial deficits or losses, determined or projected by generally accepted accounting principles, will persist for more than two (2) years and will threaten the continued functioning of the University.
2. No Probationary or Continuing Appointment Member shall be terminated, dismissed, suspended or otherwise penalized with respect to terms and conditions of employment as a result of a state of Financial Emergency having been declared and confirmed pursuant to the procedures described in this Article; however, Members may be laid off in accord with this Article if a state of Financial Emergency has been declared and confirmed pursuant to the procedures described in this Article. Such layoff shall be Campus-wide in accord with Clause 9 of this Article.
3. The expectation of short-term deficits is not Financial Emergency.
4. A determination of Financial Emergency pursuant to Clause 8.5 of this Article may be made only once with regard to any Fiscal Year and shall not be made more than two (2) years in advance of that Fiscal Year.
5. A state of Financial Emergency shall terminate at the end of the Fiscal Year subsequent to the Fiscal Year of its determination.
6. The costs incurred by the Financial Commission shall be paid by the Employer.

### **Assertion of Financial Emergency**

7. When the President considers that the financial situation of the University is severe enough that a state of Financial Emergency leading to layoffs may exist, the President shall give written notice thereof to the Board of Governors and the Association. As of the date of such notice, the procedures specified in this Article shall apply: no new Members may be appointed and salary and benefit increases to Members that have been negotiated but not implemented shall be suspended.
  - 7.1 Within two (2) working days of giving notice under Clause 7 above, the Employer shall forward to the Association the financial documentation upon which the President's concerns were based.
  - 7.2 Within ten (10) working days of the notice specified in Clause 7 above, the Parties shall establish the Financial Commission described in Clause 8.1 below.

### **Evaluation of Financial Situation**

## *Financial Emergency*

8. The Financial Commission shall meet to consider the possible Financial Emergency as specified in the President's formal notice and whether to confirm or deny that a Financial Emergency exists.
- 8.1 The Financial Commission specified in Clause 7.2 above shall be composed of three members, one chosen by the Employer, one chosen by the Association and a Chair chosen by both the Employer and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.
- 8.2 The onus of proof shall be on the Employer to establish to the satisfaction of the Financial Commission that the state of Financial Emergency exists according to the assertion made in Clause 7 above and within the meaning of this Article.
- 8.3 The Financial Commission shall inquire into and answer each of the following, as well as any other matters it considers relevant:
  - a) whether the University's financial position constitutes a bona fide financial emergency such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) Fiscal Years;
  - b) whether in view of the essential functions of the University the laying-off of Members is a reasonable type of cost-saving and whether all reasonable means of achieving cost-saving in other areas of the University's expenditures have been explored and taken into account;
  - c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
  - d) whether all reasonable efforts have been made to secure further assistance from the Provincial Government; and
  - e) whether all reasonable means have been taken to reduce costs through Members' voluntary early retirement, voluntary resignation or voluntary Reduced Workload.
- 8.3.1 The Financial Commission shall have access to any University documents, data and records that it considers relevant to its inquiries.
- 8.4 The Financial Commission shall conduct its inquiries, including receiving the submissions of the Employer and the Association, within sixty (60) days of its Appointment and shall report within thirty (30) days of receiving the final submission.
- 8.5 If the Financial Commission determines that a Financial Emergency exists, its report shall specify the amount of annual reduction required in the budgetary allocation to salaries and benefits of Members over the period of Financial Emergency. The Employer may reduce the budgetary allocation for salaries and benefits of Members

by laying off Members, but such reduction shall not exceed the amount of the reduction specified by the Financial Commission.

**Implementation**

9. The implementation of layoffs shall be supervised by a three person subcommittee of the Joint Committee on Implementation: one chosen by the Employer, one chosen by the Association and a Chair chosen by the other two subcommittee members. The subcommittee shall verify that layoffs are consistent with the principles set out in this Clause before they are implemented.

9.1 Subject to Clause 9.2 below, Members shall be laid off across the Bargaining Unit regardless of rank, Probationary or Continuing Appointment status, length of service or performance.

9.2 The number of days of layoff shall be determined as follows:

a) a Nominal Annual Salary (NAS) shall be determined for each Member. The NAS shall be the regular annual salary on the date the Financial Emergency was verified;

b) a Standard Number of Days (SND) of layoff shall be determined. The actual number of days of layoff required of each Member shall be as follows:

(i) Members whose NAS does not exceed two-thirds of the Floor Salary for Assistant Librarians and Assistant Archivists shall not be laid-off;

(ii) Members whose NAS equals or exceeds four-thirds of the Floor Salary for Assistant Librarians and Assistant Archivists shall be required to take the Standard Number of Days of layoff, rounded down to the nearest half day;

(iii) Members whose NAS is between two-thirds and four-thirds of the Floor Salary for Assistant Librarians and Assistant Archivist shall be required to take the number of days of layoff given by the following formula:

$$\frac{\text{NAS} - (.67 \times \text{Asst. Floor})}{.67 \times \text{Asst. Floor}} \times \text{SND}$$

rounded down to the nearest half day. (Asst. Floor is the Floor Salary for Assistant Librarians and Assistant Archivists.);

c) Regardless of when the days of layoff are taken by Members, each Member's salary shall be temporarily reduced by an amount equal to

## *Financial Emergency*

0.4167 percent for each day of layoff required,<sup>§§§</sup> and such reduction shall remain in effect during the term of the verified Financial Emergency;

- d) During a period when Members' salaries are reduced by virtue of the imposition of layoff, all benefit plans which are salary-related, including but not limited to pensions and life insurance coverage, shall continue to be based on Members' unreduced salaries, and all applicable Employer and Member contributions to such plans shall continue to be made on the basis of unreduced salaries;
- e) The Standard Number of Days of layoff shall be that number required to achieve the reduction in the budgetary allocation to salaries and benefits for Members specified by the Financial Commission.

9.3 Members shall be notified of the number of their layoff days within thirty (30) days of the date on which the subcommittee is established under Clause 9 above.

9.4 Members shall schedule layoff days so as to avoid interference with scheduled Responsibilities.

9.5 In accord with Clauses 4 and 5 of this Article, when a second or further assertion of Financial Emergency is not made, the Employer shall, at the conclusion of the period of Financial Emergency, restore all salaries to their pre-layoff level, including negotiated salary and benefit increases suspended under Clause 7 above.

### **Consecutive Financial Emergency**

10. Should the Employer believe that declaration of a consecutive Financial Emergency is necessary to meet a continuing budgetary crisis, the President shall, within thirty (30) days after the close of the period for which the verified Financial Emergency was declared, deliver the notice specified in Clause 7 above, which shall trigger the verification process of this Article. If no such notice is given, then the provisions of this Article shall not be triggered for one (1) full Fiscal Year.

10.1 It is understood and agreed to by the Parties that contract negotiations may take place during an asserted and/or verified Financial Emergency by mutual consent of the Association and the Employer. The Parties agree that if the term of this Collective Agreement ends during an asserted or verified Financial Emergency, the provisions of this Collective Agreement shall remain in force until the end of such emergency, or until the Parties agree by mutual consent to undertake contract negotiations. In the event that consecutive Financial Emergencies are declared, the provisions of this contract shall remain in force until such time as a verified Financial Emergency has passed and no further assertions of Financial Emergency are made as provided for in Clause 10 above, or until the Association and Employer agree by mutual consent to undertake contract negotiations.

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<sup>§§§</sup> 0.4167% is 1/240. Assume 20 "working days" in each month.



## GRIEVANCE AND ARBITRATION

### General

1. The Parties acknowledge it is important to resolve disputes arising from this Agreement informally, amicably, promptly, justly, and equitably.
2. All offers of settlement shall be kept confidential and are without prejudice.
3. There shall be no reprisals of any kind taken against any Member because of the Member's participation in the Grievance and Arbitration procedure under this Agreement.
4. The Association shall have carriage of all Grievances. No Grievance may proceed to Step 1 unless it has been assumed by the Association.
5. Written communications between the Association and the Employer pursuant to this Article made by registered mail or receipted hand delivery shall be deemed to be received on the date of delivery of such communications. Written communications pursuant to this Article which are communicated electronically may be signed using the electronic signature of an authorized person and shall be deemed to be received on the date documented by a "read receipt".

### Definitions

6. A *Grievance* is any dispute or difference between the Parties that has not been resolved informally (as described in Clause 11), arising from the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
7. For the purposes of interpretation of this Article, the meaning of "circumstance" shall include the occurrence of facts which gives rise to the disputed application, interpretation, administration, or alleged violation of this Agreement, including any alleged failure to apply or administer this Agreement. To the extent that these occurring facts are part of an ongoing sequence or pattern in which these facts repeat, each day they repeat constitutes a new occurrence and thus a new circumstance.

### Types of Grievance

8. An *Individual Grievance* is a Grievance initiated by the Association against the Employer on behalf of a single Member, who is solely affected. Only one Grievance concerning the same circumstance will be recognized. Where Grievances are similar, the Parties agree to make the necessary arrangements to hear the Grievances as a Group Grievance.
- 8.1 A *Group Grievance* is a Grievance involving the same issue in dispute initiated by the Association against the Employer on behalf of two or more Members, who alone are affected. The Grievance shall name only the Members who have given written

consent to be named therein. The withdrawal of any Members from a Group Grievance does not thereby terminate the Grievance.

8.2 A Policy Grievance is a Grievance involving the interpretation, application or alleged violation of this Agreement that has implications generally for Members initiated by the Association against the Employer, or a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Employer against the Association.

8.2.1 Subject to Clause 11.2.1 of this Article, the Association agrees not to bypass the Individual or Group Grievance process by filing Policy Grievances.

### **Application**

9. The following Grievances shall be filed at Step 2 of this Article:

- a) Policy Grievances;
- b) suspension or dismissal (as per the Article *Discipline*);
- c) denial of Continuing Appointment (as per the Article *Promotion and Continuing Appointment*);
- d) any Grievances for which a provision of this Agreement specifies that such Grievances shall be initiated at Step 2.

### **Time Limits**

10. Any time limits in this Article may be extended by agreement between the Parties. If the Association fails to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure and has not within that period requested and been granted an extension of time from the Employer, the Grievance will be considered abandoned. If the Employer or its representative(s) fail(s) to reply to a Grievance within the time limits set out at any of the stages or steps of the Grievance or Arbitration procedure, and has not within that period requested and been granted an extension of time from the Association, the Association may submit the Grievance to the next step of the procedure.

10.1 One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties.

### **Informal Resolution**

11. Except as otherwise specified in Clause 9 above, a Member or group of Members must attempt to resolve a dispute by informal discussion with the Chief Librarian or his/her/their Dean before the initiation of a formal Grievance. The Chief Librarian or Dean may appoint an Associate Chief Librarian, University Archivist or Associate Dean who is not in conflict as a designate. The Member or group of Members must contact the Office of the Chief Librarian or the Office of the Dean within one hundred and eighty (180) days of when the Member(s) knew or ought reasonably to have

## *Grievance and Arbitration*

known of the circumstance giving rise to the dispute. A meeting shall be convened by the Chief Librarian or Dean or designate in order to deal with the matter. The Member or group of Members presenting the complaint(s) has the right to have the Association and/or an Academic Colleague present at this meeting, and to have Association representation at his/her/their request. Prior to the meeting the Chief Librarian or Dean or designate shall inform the Member or group of Members, in writing, of this right. The Association and the Employer shall have the right to have representation at any such meeting, and to that end the Chief Librarian or Dean or designate shall simultaneously inform the Association and the Office of Faculty Relations at least five (5) working days in advance of such a meeting.

- 11.1 Should the Chief Librarian or Dean or designate declare a conflict of interest, he or she shall withdraw from the proceedings. The Provost shall appoint a substitute designate.
- 11.2 If the dispute is resolved at the informal stage, the matter shall be reduced to writing by the Chief Librarian or Dean or designate within ten (10) working days of the meeting at which the complaint was discussed and the Member's or Members' signature(s) shall confirm his/her/their acceptance of the resolution, and his/her/their acknowledgment of being informed of the right to Association presence or representation at the informal discussion meeting. A copy of this document shall be forwarded to the Association and the Office of Faculty Relations.
  - 11.2.1 The resolution of a complaint at the informal stage shall be binding on the signatories to the resolution. However, any resolution, withdrawal or abandonment of a complaint which has been referred to the informal stage shall be without prejudice or precedent and shall not be binding on the Parties to the Collective Agreement regarding any future similar issue unless the Parties to the Collective Agreement agree otherwise in writing. Such without prejudice or precedent resolution, withdrawal or abandonment of a complaint shall not preclude either Party from filing a Policy Grievance on the specific issue leading to the complaint. The resolution, withdrawal or abandonment of a complaint shall not form part of such a Policy Grievance, nor shall the Member or group of Members who are signatories to the resolution, withdrawal or abandonment of complaint be required to be a witness in the Policy Grievance.
- 11.3 If the Member(s) and the Chief Librarian or Dean or designate cannot resolve the dispute, the Chief Librarian or Dean or designate shall, within ten (10) working days of the informal meeting, forward in writing to the Member(s) reasons for denying the complaint. A copy of this document shall be forwarded to the Association and the Office of Faculty Relations.
- 11.4 If the Member fails to respond to any request for a meeting relative to the informal complaint within fifteen (15) working days of the delivery of notification of such a request, the Member shall be deemed to have abandoned the complaint. Notification of same shall be sent by the Chief Librarian or Dean or designate to the Association and to the Office of Faculty Relations.

## **Formal Grievance Process**

### **Step 1**

12. Where there is no resolution at the informal stage the Association may decide to proceed with a formal Grievance. The Grievance must be filed with the Chief Librarian or Dean or designate in writing within fifteen (15) working days of the Association's receipt of the Chief Librarian's or Dean's or designate's letter specified in Clause 11.3. The Association may also file a Grievance at any time during the informal stage. The Grievance shall set out the details of the circumstance giving rise to the Grievance, specify the Article or Articles or right(s) which has or have been allegedly breached, and identify the remedy sought.
- 12.1 The Chief Librarian or Dean or designate, who may be accompanied by another representative of the Employer, shall meet with the Member(s) and the Member's or the Members' Association representative within ten (10) working days from the receipt of the Grievance. The Member(s) also has (have) the right to be accompanied by an Academic Colleague at the meeting with the Chief Librarian or Dean or designate pertaining to the Grievance. The Chief Librarian or Dean or designate shall forward his/her written decision to the Association within ten (10) working days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.
- 12.2 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Member(s), the Association representative and the Chief Librarian or Dean or designate within ten (10) working days after the Step 1 meeting. Any such settlement shall not set a precedent with respect to any other matter or circumstances unless the Parties to the Collective Agreement agree in writing to be bound in the future by such a settlement.

### **Step 2**

13. Failing a resolution at Step 1, the Grievance may proceed to Step 2 within fifteen (15) working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Provost through the Director of Faculty Relations.
- 13.1 Grievances initiated at Step 2 under Clause 9 above must be filed within fifteen (15) working days of the date upon which the Association knew or ought reasonably to have known of the circumstance. Policy Grievances initiated by the Association in accordance with Clause 11.2.1 above must be filed within fifteen (15) working days of the date of notification to the Association of the resolution, withdrawal or abandonment of the informal complaint.
- 13.2 The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with the Member(s) and up to two Association representatives within ten (10) working days from the receipt of the Grievance.
- 13.2.1 The same decision-maker shall not hear and the same Employer designate shall not be present at both Step 1 and Step 2 of the same Grievance.

## *Grievance and Arbitration*

13.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at or before the Step 2 meeting.

13.4 The Provost or designate shall within ten (10) working days after the date of the last meeting under Clause 13.2 forward his/her written decision, with reasons, to the Association.

### **Step 3: Arbitration**

14. Grievances initiated at Step 3 must be submitted to arbitration within fifteen (15) working days of the circumstance giving rise to the Grievance. If, in the course of Step 2, no settlement is reached, the Association may submit the Grievance to Arbitration within fifteen (15) working days of receipt of the Step 2 response. Submission to arbitration shall occur as follows:

14.1 Appointment of the Arbitrator: Except in cases where the Parties agree to the selection of an Arbitration Board, upon receipt of a notice of intention to proceed to Arbitration, the Employer and the Association shall select one Arbitrator from the list of Arbitrators in Appendix C of this Agreement. Unless otherwise agreed, Arbitrators shall be selected on a rotating basis from the list.

14.2 Arbitration Board: Where the Parties agree a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one (21) days of the decision to proceed to Arbitration, indicating the name of an appointee to an Arbitration Board. The third member of the Arbitration Board, who shall be the Chair of the Board, shall be selected by the Parties from the list of Arbitrators in Appendix C of this Agreement. The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. Appointments from within the University community to the Arbitration Board shall be unpaid and shall be deemed equivalent to Service on other University committees.

14.3 Duties and Powers of the Arbitrator or Arbitration Board: An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or an Arbitration Board under the Ontario *Labour Relations Act*, but has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.

14.4 Costs of Arbitration: Both Parties agree to pay 50% of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the Parties agree to pay the fees and expenses of their respective appointees and 50% of the fees and expenses of the Chair of the Arbitration Board.

### **Other**

15. No minor technical irregularity or error shall prevent the substance of a Grievance being heard and determined on its merits, nor shall it affect the jurisdiction of the Arbitrator.

16. Any Grievance initiated or in process between the expiry date of this Agreement and the ratification of a new Agreement between the Parties may proceed to Arbitration in accord with the terms of this Agreement.
17. In this Article, “days” means calendar days unless otherwise specified.
18. In this Article, “working days” refers to days upon which the University’s Administration Offices are open.

## HEALTH AND SAFETY

1. The Employer and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the Employer and the Members have responsibilities as delineated in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (hereinafter “the *Act*”).

### Responsibilities of the Employer

2. The Employer shall comply with the provisions of the *Act*.
  - 2.1 In keeping with these provisions, the Employer reserves the right to establish and enforce such standards, rules, regulations, policies and procedures as may be considered necessary for workplace health and safety.
  - 2.2 The Employer shall inform all Members and the Joint Occupational Health and Safety Committee (see Clause 4) of any standards, rules, regulations, policies or procedures established by The University of Western Ontario to protect the workplace health and safety of employees.
  - 2.3 The Employer shall provide Members with access to information relevant to their workplace health and safety through a Health and Safety website. Such information shall include but not be limited to Inspection and Compliance Reports; information on hazard avoidance, specific perils, and ergonomics; reporting of health and safety concerns; Work Refusal Procedures; and links to applicable Federal, Provincial, and Municipal legislation.
    - 2.3.1 Work Refusal Procedures shall be applicable to situations where employees perceive an immediate threat of violence to themselves. Any such situation shall be reported to Campus Police immediately.

### Responsibilities of Members

3. Members shall work in compliance with the provisions of the *Act* and in compliance with the standards, rules, regulations, policies or procedures specified by the Employer (see Clause 2.2). They shall also insist that all persons under their supervision follow the same standards, rules, regulations, policies or procedures, and shall notify the Employer of any non-compliance.
  - 3.1 Members shall follow safe working practices in carrying out their responsibilities and shall follow the standards, rules, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.
  - 3.2 Members shall advise their immediate supervisor of any circumstances which come to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

**The Joint Occupational Health and Safety Committee**

4. The Employer and the Association agree to participate in the Joint Occupational Health and Safety Committee (JOHSC) in accord with the Committee's terms of reference as determined by the Employer, the Association and other employee groups. The JOHSC shall report to the University Health and Safety Committee.
- 4.1 The Association shall have the right to appoint a total of two (2) representatives to the JOHSC, in representing all Association Bargaining Units.
- 4.2 The JOHSC shall support the health and safety measures of the Department of Occupational Health and Safety and shall draw the attention of the Vice-President, Resources and Operations to any egregious or repeated violations of the safety compliance orders. Prior to drawing the attention of the Employer to such violations, the JOHSC may invite Employer representatives, Members or other persons to appear before it to explain the lack of compliance.
- 4.3 Any member of the JOHSC may initiate formal discussion within the Committee on a matter of workplace health and safety. He or she may do so by writing to either of the co-chairs of the JOHSC in advance of the meeting at which the discussion is to take place or, where circumstances warrant immediate notice, by raising the concern at a meeting of the JOHSC.

**Emergency Preparedness**

5. The Association shall be consulted regarding any new or changed Emergency Preparedness Policy, including but not limited to Fire or Bomb Threat, which requires that Members take any action other than standard evacuation procedures. Any protocols developed shall put safety as the highest priority.

## **IMPLICATIONS OF TECHNOLOGY**

### **Definition**

1. For the purposes of this Article, an Information and Communication Technology (ICT) is a device, technique or method used in the transmission, re-transmission, broadcasting, telecommunication (including teleconferencing), recording, and reception, in electronic form, of data, images, and text in support of the fulfillment of the Responsibilities of Members, including but not limited to computer software, the technologies of multimedia, videotape, audiotape, digital recording, computer-mediated information processing and communication (including electronic mail), and transmission or reception via the Internet or World Wide Web.

### **Rights of Members**

2. Except as provided for in this agreement, no Member shall be obliged to use ICTs unless their use is required for the fulfillment of Responsibilities.
  - 2.1 The Parties agree that within the context of operating requirements of the University, Members may select and use ICTs, including those ICTs not supported by the Employer, that enable them to fulfill their Responsibilities.
  - 2.2 The Employer, through the website of Information Technology Services, shall advise Members of new ICTs that are supported by the University, the nature of the support available, and any training opportunities for their use.

### **Automation or Other Technological Change**

3. When, as a result of automation or other technological change, the Employer determines that new or greater skills are required than are already possessed by affected Members under present methods of operation, such Members shall be given a reasonable period to acquire skills necessitated by the new method of operation. There shall be no reduction in pay and benefits during the training period of any such Member. It is recognized that the Member may make a request for such training. Such requests shall not be arbitrarily denied. The Employer shall bear all costs associated with the training.
  - 3.1 Where changes in existing practices with respect to ICTs may have a significant impact on the Responsibilities of Members, the Parties agree to provide the Joint Committee with information regarding any proposed change, enhancement or discontinuation of any current ICT, or plans or proposals to introduce any new ICT. When proposed by the Employer, such information shall be communicated in writing by the Provost or designate to the Association with a copy to the Chairs of the Joint Committee. Such information shall be provided sufficiently in advance of proposed implementation to allow the Joint Committee to meet and consider the proposed changes before the proposed date of implementation.

3.1.1 Joint Committee members may consult with persons whose professional expertise is related to the technology or change.

3.2 Either the Employer or the Association may propose ICTs to the Joint Committee.

### **Alternative Learning Technologies**

4. For the purposes of this Article, Alternative Learning Technologies (ALTs) are technologies used to provide alternative modes of instruction. This Article shall apply to all instruction which is part of the Responsibilities of the Member and which uses ALTs, including but not limited to: distance education; instruction which in whole or in part is videotaped, recorded, broadcast, televised, or digitally rendered in multi-media formats; online instruction; and instruction delivered in whole or in part by computer-mediated conferencing, electronic mail, or teleconferencing, whether or not such instruction is offered on Campus, through the University's internal network, or off Campus through either the Internet or the World Wide Web. Instruction using ALTs also includes situations where part of the teaching is done using computers where such use of computers replaces conventional teaching, and teaching using ICTs to manage a Member's teaching, such as electronic class lists and integrated systems to teach and manage instruction in World Wide Web formats.

5. Any alteration in Workload arising from the creation or presentation of instruction using ALTs shall be recognized as part of the Member's Workload.

5.1 In establishing a Member's Workload, every reasonable effort shall be made to assign work using ALTs in a manner consistent with the desires of Members and their familiarity with the required technology. The innovative nature of the instruction, the Member's familiarity with the technology used, the appropriateness and effectiveness of the proposed ALTs, the effects on accessibility of the instruction to students, the available support for and reliability or integrity of the technology, and the availability of human resources shall be considerations.

5.1.1 While instruction using ALTs in a Unit shall be a consideration in the planning process, individual Members are not precluded from using ALTs in the fulfillment of their teaching Responsibilities.

6. 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.

## INCOME SECURITY

### Compassionate Leave

1. The Member shall notify the Chief Librarian or Dean and his or her immediate supervisor of his or her need for Compassionate Leave as soon as possible. The Member shall submit the request for Compassionate Leave in writing with reasons to the Chief Librarian or Dean for approval.
2. The Employer shall grant paid Compassionate Leave to a Member when a death occurs in his or her Immediate Family. For this Article, *Immediate Family* is defined as the Member's spouse (including common-law partner) of the opposite or same sex, parent, step-parent, mother-in-law, father-in-law, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step-child, foster parent, foster child or ward.
3. The Chief Librarian or Dean or designate may also grant paid Compassionate Leave for other grounds such as to attend the funeral of a friend or relative other than those specified in Clause 2, to attend to urgent or critical health needs of the Member's Immediate Family, to provide for urgent or extraordinary elder or child care needs of the Member's Immediate Family, to assume care of a foster child, or for other personal reasons requiring urgent attention.
4. The Chief Librarian or Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member.
5. The Chief Librarian or Dean or designate shall respond to all requests within five (5) working days. The response shall be made in writing to the Member. If the Chief Librarian or Dean or designate denies the request, his or her written response to the Member shall include reasons for his or her decision. The Chief Librarian's or Dean's or designate's approval of Compassionate Leave on such grounds shall not be arbitrarily withheld.
6. The Chief Librarian or Dean or designate shall advise the immediate supervisor only of the duration of the leave.

### Sick Leave and Short-Term Disability Benefits

7. The Employer shall provide the arrangements described in Clauses 8 through 26 of this Article to assist eligible Members who are absent from the workplace as a result of illness or injury.
8. A Full-Time Member who is absent from work as a result of illness or injury shall receive his or her actual salary as a Short-Term Disability benefit up to a maximum of fifteen (15) consecutive calendar weeks (one hundred five (105) consecutive calendar days), except as described in Clauses 9.1, 9.2 and 9.3.

9. If a Full-Time Member becomes absent from work due to a recurrence of the same or related illness or injury during the first four weeks following the Member's return to work on a full-time basis from sick leave, the Member is entitled to the unused portion of the original fifteen-week period of Short-Term Disability benefit.
- 9.1 If a Full-Time Member on sick leave is able to return to work on a part-time basis within the initial fifteen-week period, the Member's eligibility to receive Short-Term Disability shall be extended by the amount of time actually worked by the Full-Time Member during the initial fifteen-week period.
- 9.2 If a Full-Time Member becomes ill or injured while on Professional Leave such that the Professional Leave cannot be completed, the Member may, at the Member's discretion, elect to go on sick leave, and the provisions of the Article *Professional Leave* shall cease to apply. If the remaining part of any Academic Activity Leave exceeds three months, the remaining part of the Academic Activity Leave shall be deferred. The scheduling of the deferred period following a return to work shall be determined by mutual agreement between the Member and the Chief Librarian or Dean.
- 9.3 If a Full-Time Member becomes ill or injured such that an Education Leave cannot be completed, the Member may, at the Member's discretion, elect to go on sick leave and the provisions of the Article *Education Leave* shall cease to apply. If the remaining part of the Education Leave exceeds three (3) months, the remaining part of the Education Leave may be deferred. The scheduling of the deferred period following a return to work shall be determined by agreement between the Member and the Chief Librarian or Dean.
- 9.4 If a Full-Time Member becomes ill or injured during the election campaign while on Elected Public Office Leave, the Member may, at the Member's discretion, elect to go on sick leave, and the Leave provision of Clause 1 of the Article *Elected Public Office Leave* shall not apply.
- 9.5 If a Full-Time Member's absence due to illness or injury continues beyond the fifteen (15) consecutive calendar weeks (one hundred five (105) consecutive calendar days), the Full-Time Member will be entitled to Long-Term Disability as outlined in Clauses 13, 14 and 16 of this Article.
10. A Part-Time Member who is absent from work as a result of illness or injury shall receive his or her actual salary as a Short-Term Disability benefit, up to a maximum of fifteen (15) calendar weeks (one hundred five (105) calendar days) in any twelve-month period or to the end of his or her contract, whichever occurs first.
11. A Member shall inform the Chief Librarian or his or her Dean or designate as soon as reasonably possible of his or her absence due to illness or injury, the expected date of return to work, and any change to the expected date of return to work.

## *Income Security*

- 11.1 When the Chief Librarian or Dean or designate is informed that a Member will be absent due to illness or injury, the Chief Librarian or Dean or designate shall make alternative arrangements to temporarily discontinue, defer or cover the Member's Professional Practice duties.
12. After an absence of one (1) week, and when reasonably requested thereafter by the Employer, the Member shall provide a written statement, completed by the attending physician or a similarly accredited Health Care Professional, to the effect that the Member is under the care of a Health Care Professional (as recognized by OHIP), describing the Member's ability to attend and perform work, and stating the estimated date of return to work. Any costs associated with the written statement required by the Employer shall be paid by the Employer.
- 12.1 The Employer shall acknowledge receipt of the notification provided by a Member in accordance with Clause 12 above, and shall inform the Member in writing that the Member must contact Rehabilitation Services to coordinate receipt of medical information, obtain information about short- and long-term benefit entitlements, return to work procedures, and relevant deadlines; and that the Member may seek the assistance of the Association.

### **Long-Term Disability (Full-Time Members Only)**

13. If a Full-Time Member's absence due to illness or injury continues beyond the fifteen (15) consecutive calendar weeks of Short-Term Disability, the Full-Time Member may qualify for Long-Term Disability (LTD) benefits as described in Clause 13.1 or 15.2 below, but only in accord with, and to the extent of, the terms of legislation and/or the Long-Term Disability benefits (LTD) policy in effect.
- 13.1 For a disability resulting from non-work-related injuries or illnesses, the Member may be eligible for LTD through the University Group Disability Insurance program and Canada Pension Plan.
14. If a Member qualifies for LTD beyond the initial fifteen-week period, then the Member's Extended Health Plan, dental care, Vision care, pension and basic life insurance benefits shall be continued and the Member shall not be required to pay the group insurance premiums, if any. The extended health, dental and Vision care eligible benefits at any point during the disability will be in accordance with the group insurance contract in effect for full-time active Members of the bargaining unit. Both Member and Employer pension contributions will be made by the Employer during the period of full disability. Should the Member return to work in a partial capacity, Clause 14.1 below shall apply for continuing pension contributions. Pension contributions shall be based on the Member's pensionable earnings in effect at the date of disability, increased annually at the rate of increase in disability benefits, in accordance with the provisions of the applicable Pension Plan.

- 14.1 A Member receiving part of his or her pay from the Employer and part from the Disability Income Replacement Program shall make member pension contributions on the portion of pay received from the Employer. The Employer's contribution shall be based on the total amount of Member's and Employer's contributions at the date of disability less the amounts, if any, paid by the Member, in accordance with the provisions of the applicable Pension Plan.

**Workplace Illness or Injury**

15. A Member shall report any illness or injury arising out of and in the course of his or her employment to his or her Chief Librarian or Dean or designate as soon as possible.
- 15.1 A Full-Time Member who is absent from work as a result of an illness or injury arising out of and in the course of his or her employment shall be paid his or her actual salary, as a Short-Term Disability benefit, by the Employer for up to the first fifteen (15) weeks of any such absence. Any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board (WSIB) shall be paid to the Employer. Thereafter, if the Member continues to be entitled to such benefits, the Member shall receive the benefits directly from the WSIB.
- 15.2 For a disability resulting from workplace injuries or illnesses, the WSIB will pay the Member directly. The Member may also qualify for Canada Plan disability benefits. Subject to the LTD policy, in the event that disability benefits from all sources are less than 85% of the indexed net salary in effect on the first day of disability, the Member shall qualify for partial LTD from the University Group Disability Insurance program.
16. If a Member continues to qualify for Workplace Safety and Insurance Board benefits beyond the initial fifteen-week period then the Member's Extended Health Plan, dental care, Vision care, pension and basic life insurance benefits shall be continued and the Member shall not be required to pay the group insurance premiums, if any. The extended health, dental and Vision care eligible benefits at any point during the disability will be in accordance with the group insurance contract in effect for full-time active Members of the bargaining unit. Both Member and Employer pension contributions will be made by the Employer during the period of full disability. Should the Member return to work in a partial capacity, Clause 14.1 of this Article shall apply for continuing pension contributions. Pension contributions shall be based on the Member's pensionable earnings in effect at the date of disability, increased annually at the rate of increase in disability benefits, in accordance with the provisions of the applicable Pension Plan.
17. Should a Member be working out of province for any period of six (6) months or more, he or she must report said absence in advance to enable the Employer to provide for continuation of WSIB benefit coverage.

**Medical Documentation of Illness or Injury, and of Fitness to Work**

18. The Employer reserves the right to require medical documentation of illness or injury and/or information relevant to the Member's ability to attend and perform work either from the Member and/or from a medical examination by a Health Care Professional. The Member shall be referred to the University's workplace wellness representative for a determination of a qualified Health Care Professional, acceptable to the Employer, and to the Member, to conduct the medical examination. Any costs associated with documentation of medical examinations required by the Employer and not otherwise covered by Government or employer health plans shall be paid by the Employer.
- 18.1 Notwithstanding any entitlement under this Article, should a Member fail or refuse to provide medical evidence requested by the Employer under Clauses 12 or 18, the Employer may deem the Member to be on sick leave and following expiry of any available STD, LTD or WSIB benefits may discontinue salary until receipt of the requested medical evidence.
19. Subject to any disclosure or report required by statute, nothing in Clause 18 of this Article shall require, permit or allow any disclosure of any medical information from any Health Care Professional employed by the University, or any other representative of the University, other than those results of the examination referred to which pertain to the Member's ability to carry out his or her Responsibilities.

**Return to Work**

20. Before a return to work following an illness- or injury-related absence of more than two (2) weeks (fourteen (14) calendar days), or where the Employer has reason to believe that the Member may be unable to return to work or that the Member may require accommodation, the Employer may require the Member to provide medical documentation as described in Clause 18 of this Article. This documentation shall confirm that the Member has been in the care of a Health Care Professional and that, in the opinion of the Health Care Professional,
  - a) the Member is able to return to work without restrictions; or
  - b) the Member is able to return to work, with the nature and duration of any work restrictions described.
21. The Employer shall provide a collaborative return-to-work program for Members who are absent from the workplace as a result of illness or injury. The Association shall advise and assist Members regarding participation in this program. A Member shall participate in the program where it is appropriate to the Member's needs. The program will involve the joint efforts of the Member, a representative of the Association, the Member's Health Care Professional, the Chief Librarian or Dean or designate, and Rehabilitation Services. If the return-to-work program involves assessments of physical ability by Rehabilitation Services or an

independent third party, the costs of these assessments shall be paid fully by the Employer.

22. In all cases the return-to-work program shall be consistent with the Parties' duty to accommodate a Member's disability, short of undue hardship, in accord with the provisions of the Ontario *Human Rights Code*, R.S.O. 1990, c. H.19.
23. If a Member is to return to work with restrictions, the Chief Librarian or Dean or designate shall contact Rehabilitation Services before the Member's return to work.
  - 23.1 Following this contact, and normally before the Member's return to work, the Member, the Chief Librarian or Dean or designate and Rehabilitation Services shall meet to discuss any accommodations required for the Member's return to work. At the Member's discretion, he or she may be accompanied at this meeting by a representative of the Association. Any decisions or agreements resulting from this meeting shall be reduced to writing by Rehabilitation Services. This record shall specify the nature of any work restrictions, and also the nature of any accommodations to be provided. Copies shall be provided to the Chief Librarian or Dean and the Member, and the Member's immediate supervisor, if applicable.
  - 23.2 The Member shall be allowed sufficient time to consult the Association.
  - 23.3 If the Chief Librarian or Dean, or designate, and the Member both confirm that the arrangements for return to work are appropriate, the Chief Librarian or Dean or designate, a representative of Rehabilitation Services and the Member shall sign copies of the arrangements.
24. Subject to Clause 22 of this Article, any accommodation required for a Member to return to work on a full- or part-time basis, with or without restrictions, shall be provided by the Employer through the Member's Unit.

#### **Retention of Previous Entitlements**

25. Full-Time Members employed before October, 1969, retain the unused portion of their sick leave coverage credited to them to June 30, 1972, up to a maximum of six (6) months (twenty-six (26) weeks). If, after an absence of fifteen (15) weeks due to a non-occupational illness or injury, a Member is unable to return to full-time employment, any unused accumulated sick leave credits up to a maximum of eleven additional weeks shall be used to pay the difference between the LTD and full salary.
26. In the case of a Member on a Probationary Appointment, the Promotion and/or Continuing Appointment process shall be postponed where the Member has taken documented sick leaves of at least twenty-four (24) weeks in a twelve-month period. Such postponement shall be for a period equal to the length of the documented sick leaves. The letter from the Employer notifying the Member of

## *Income Security*

the postponement shall advise of the postponement and state that a Member may elect early consideration in accordance with Clause 8 of the Article *Promotion and Continuing Appointment*.

## INFORMATION

### Information Provided by the Employer

1. The Employer shall provide the Association with the following information in a mutually agreed-upon paper or electronic form within three (3) months after the end of each Academic Year:
  - a) a list containing the name of each Member employed at any time during the Academic Year, together with:
    - (i) Appointment status, date of first Appointment, Rank, date of Appointment to current Rank, degrees earned and years attained, birth date, sex, and Unit;
    - (ii) nominal salary, actual salary with the following broken out and identified: administrative stipends, and retroactive pay (if any) from a previous Academic Year;
    - (iii) the termination date or date of change of status from Full-Time and the relevant category of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death, for all Members who are not employed as Full-Time Members on the first day of the following Academic Year;
  - b) the names and new Ranks of Members who have received promotions, and the effective dates of such promotions; and
  - c) a list of all Members granted Leave (excluding sick leaves) for the present or next Academic Year or part thereof and the type of Leave granted. This list shall indicate the precise nature of the Leave.
2. The Employer shall provide the Association with the following information within one (1) month of the information becoming available to the body or agent which normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information, on a University website to which the Association has access:
  - a) agendas, notices of meetings and approved minutes (except for minutes of confidential sessions) of the Pension Board(s) responsible for administering Member pensions, the report concerning the Pension plans at the time of distribution, and a copy of the current Plan and any amendments to the Plan;
  - b) the quarterly reports provided to the Board of Governors pertaining to the University's financial position throughout the year;
  - c) the annual audited statement of the University, when this statement has been approved by the Board, including all appendices, supplements and ancillary documents;

## *Information*

- d) timely disclosure of the existence and scope of any Employer or University plans which could have a substantial impact on the employment conditions of Members;
- e) each University budget when released to the Senate;
- f) notice, agenda and accompanying exhibits for the public session of Board of Governors meetings when they are distributed to Board members, and minutes of the previous meeting in public session after approval by the Board;
- g) the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to Board of Governors or Senate committees, with any terms of reference for those committees at the time of their election or appointment;
- h) such information about benefit plans, including, but not limited to, copies of relevant insurance policies, as may be reasonably required by the Association for the purposes of collective bargaining; and
- i) such other information as may be set out elsewhere in this Agreement that is required to be given.

### **Information Provided by the Association**

- 3. The Association agrees to provide the Employer with the following information:
  - a) a list of all persons authorized to represent the Association to the Employer, updated within one (1) week of any change;
  - b) a list of the officers and other members of the Executive Committee of the Association within one (1) month of such membership being established; and
  - c) such other information as may be set out elsewhere in this Agreement that is required to be given.
- 4. The Association agrees to provide such general information about the activities of the Association to the Employer as the Association shall from time to time determine. Such information may include, but is not limited to:
  - a) a list of members of all standing committees of the Association;
  - b) notice of general meetings of the Association and copies of the agenda and approved minutes;
  - c) a copy of each Association newsletter or bulletin at the time of issuance to Association members; and

- d) a copy of the current Constitution and By-laws of the Association, as amended from time to time.

This information may be provided in whole or in part by publication on the Association's public website.

### **Correspondence**

- 5. All regular correspondence between the Parties arising out of, or incidental to, this Collective Agreement, except where otherwise expressly provided, shall pass between the President of the Association (or designate) and the Office of Faculty Relations. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal postal service. Any correspondence whose original bears a signature and which is delivered in electronic form shall be supplemented by a copy of the original delivered in paper form.
- 6. Any Grievance arising from the provisions of Clauses 1 through 4 of this Article shall commence at Step 2 in accord with the provision of the Article *Grievance and Arbitration*.
- 7. It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through the Joint Committee, and the Parties will attempt to mutually agree on what information is required and on the dates on which such information might be provided.

## **INSTITUTIONAL PERFORMANCE INDICATORS**

1. For the purposes of this Article, a New Institutional Performance Indicator is any mode of data aggregation, designed to evaluate or compare the performance of a Unit, that has not been used by the Employer before the ratification of this Collective Agreement, or that the Employer proposes to use for a new purpose after the ratification of this Collective Agreement.
2. The Employer shall provide the Joint Committee with any New Institutional Performance Indicator that it proposes to use in materials provided to external reviewers engaged to advise any Selection Committee established under the provisions of the Article *Library Directors and Department Heads*.
3. Any New Institutional Performance Indicator provided to the Joint Committee shall be provided to the Committee sufficiently in advance of its use to allow the Committee to meet and consider the proposed New Institutional Performance Indicator before it is used.
4. If the Association has grounds to believe that a New Institutional Performance Indicator is invalid because, in whole or in part, it is inappropriate for the purposes for which it was designed, the Association may submit its objections to the Employer.

## INTELLECTUAL PROPERTY

### Section I: Copyright

#### Definition

1. Section I of this Article shall apply to all copyrightable material, unless the copyrightable material is *Patentable Intellectual Property* as defined in Clause 6 of this Article in which case it will be subject to Section II of this Article. Copyrightable material includes all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form.
  - 1.1 Original 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 or local Intranets and/or the World Wide Web, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, digital recordings or any other mass storage medium, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
  - 1.2 Notwithstanding Clauses 1 and 1.1 of this Article, Section I of this Article does not apply to computer software developed, improved or written by a Member, and which the Member wishes to be protected and/or exploited for commercial gain. Such computer software shall be subject to the provisions of Section II of this Article.
  - 1.3 Section I of this Article does not apply in respect of outcomes of a Member's activity undertaken outside of the employment relationship, as long as the activity has been undertaken without use, other than incidental, of University facilities; such outcome(s) may not be used as evidence of a Member's fulfilment of Responsibilities.

#### Licence

2. Subject to the provisions of Clauses 2.1, 3, 3.1, and 3.2, a Member who creates a copyrighted work in the course of the Member's Responsibilities shall grant the Employer a five-year non-exclusive, royalty-free, irrevocable and non-transferable licence to copy and/or use such works in other Professional Practice, Academic Activity and Service activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication.
  - 2.1 Subject to the provisions of Clauses 3, 3.1, and 3.2, the provisions of Clause 2 of this Article shall not apply to:
    - a) lecture notes created by a Member, regardless of format or method of delivery;

## *Intellectual Property*

- b) individual course websites created by a Member;
- c) examinations created by a Member;
- d) other copyrightable material created by a Member and intended for use only by the students registered in the Member's course.

### **Materials Produced in the Course of Fulfilling Responsibilities**

- 3. Subject to Clauses 4 through 5, a Member is the sole holder of copyright in his or her own lectures and in all copyrightable material produced pursuant to his or her Responsibilities, even if such material was produced solely on the Employer's time and with the Employer's facilities and resources. The Employer acknowledges that it has no interest in and no claim to any copyright for such works, except where there is an agreement between the Member and the Employer assigning or licensing specified uses and interest, or as otherwise provided in Clause 2 above or elsewhere in this Collective Agreement.
- 3.1 Subject to Clauses 4 through 5, and to such provisions as may be subsequently agreed by the Parties regarding Distance Education, a Member teaching a course or part of a course dependent on information and communication technologies which involve the broadcast, transmission, re-transmission, publication, recording, or storage of the contents of the course shall exercise copyright in all course materials created by the Member regardless of the medium used to broadcast, transmit, re-transmit, publish, record or store the course, except where there is an agreement between the Member and the Employer or a third party assigning or licensing specified uses and interests. A copy of any such agreement shall be provided to the Association.
- 3.2 Any agreements pursuant to Clauses 3 and 3.1 shall specify:
  - a) limits and conditions of use of copyright material;
  - b) whether, and under what circumstances, the Member assigns the right to rework, revise, or amend the copyright material and whether there is a waiver of moral rights, in whole or in part;
  - c) what rights of use the Member retains;
  - d) the term of the licensing agreement; and
  - e) the conditions for renewal or termination.
- 3.3 In the event that the Employer or assignee relinquishes its rights in any work assigned to it by a Member, all waived and/or assigned rights shall revert to the Member.
- 3.4 A Member has the right to bring a representative from the Association when discussing a possible agreement with the Employer pursuant to Clauses 3 and 3.1.

**Works Commissioned by the Employer for Use by Others**

4. The development of materials by a Member that are commissioned by the Employer shall be governed by a special agreement between the Employer and the Member. This special agreement shall be in writing, shall be consistent with the provisions of Section I of this Article, and shall specify copyright ownership and the terms of any licensing arrangements under the agreement, and may require a waiver of moral rights of the Member in favour of the Employer.
  - 4.1 In the early stages of the development of a commissioned work, Members shall provide the Employer with a list in writing of any copyright material to be contained therein and the names of copyright holders. The Employer shall pay any cost related to securing any necessary copyright permissions and for use of such approved copyright material. The Employer shall have the right to refuse to pursue copyright clearances which are judged to be prohibitively expensive.
    - 4.1.1 If the Employer exercises the right to refuse to pursue copyright clearances at this stage, either party to the special agreement referred to in Clause 4 above may withdraw, or the parties may jointly revise the special agreement.
  - 4.2 At the time of delivery of commissioned works, the Member shall warrant, in writing, to the Employer that, to the best of his or her knowledge, he or she is the holder of copyright in material contained therein not already listed pursuant to Clause 4, or shall provide the Employer with a list in writing of any other copyright material contained therein and the names of the holders of copyright in such material. No such copyright material may be included by the Member without prior written approval of the Employer.
  - 4.3 All special agreements for commissioned works shall contain a clause which allows the Member(s) who develop(s) or contribute(s) to the development of the works to use (for their own purposes) all or part of the works that they have created under the agreement, but which prohibits the developer(s) from licensing, donating, selling or reselling such works to any person(s), body or agency external to the University.
  - 4.4 A Member has the right to bring a representative from the Association when discussing a possible agreement with the Employer pursuant to Clauses 4 through 4.3.

**General**

5. The development of materials by a Member as part of specially assigned duties shall be governed by a special agreement between the Employer and the Member. The special agreement shall be in writing, shall describe any anticipated outcomes capable of copyright protection, and shall specify copyright ownership in such a case.
  - 5.1 Members who are engaged in activities undertaken in fulfilment of their Responsibilities at locations away from the University Campus (for example,

## *Intellectual Property*

Members on Professional Leave) shall continue to be subject to the provisions of Section I of this Article.

- 5.2 On the death of a Member or former Member, any transferable interest which he or she had derived under this Article or under any agreement made pursuant to Section I of this Article shall pass to his or her estate.
- 5.3 Members shall comply with the *Canadian Copyright Act* when, in the course of undertaking Responsibilities, copyright-protected materials are used. Where a person authorized by the University advises a Member on the allowable use of a copyright-protected material (for example under the terms of a license or through a statutory exception), the Member shall follow that advice. When dealing with copyright laws, which may be open to interpretation and honest differences of opinion as to their applicability, Members who act honestly and in good faith in complying with copyright law and Western's guidelines while carrying out their employment responsibilities will be considered by the Employer to be compliant with the law and will be defended by the Employer in the unlikely event that they are sued as a result. The Employer may refuse to defend a Member accused of copyright infringement in the following situations:
- a) where the alleged infringement is so blatant that it could not possibly be considered to reflect a reasonable interpretation of the law;
  - b) where the Member has deliberately continued in a course of action after being advised by the University that it considers the course of action to be a violation of copyright law;
  - c) where the Member has received notice of an allegation of infringement and continues the impugned course of action without notifying and consulting with Western's Copyright Office; or
  - d) where the Member is not acting in the course of his or her employment.

In any situation where a Member is alleged to have infringed copyright laws, the Member shall be advised of their right to seek assistance from the Association with respect to the matter.

## **Section II: Patents**

### **Definitions**

6. For the purposes of Section II of this Article, and subject to Clause 23 of this Article, *Patentable Intellectual Property* (PIP) is any outcome attributable to a Member's activity undertaken in fulfilment of the Member's Responsibilities that has the potential to be protected (by patent or other statutory means other than by copyright alone) and which the Member wishes to be protected and/or exploited for

commercial gain. In this Article, the term *patent* shall apply to any such form of statutory protection.

- 6.1 Computer software developed, improved or written by a Member can be PIP if the Member wishes it to be protected and exploited for commercial gain. For the purposes of this Article, three classes of computer software PIP are recognized. These are:
  - a) computer software developed, improved or written by a Member which is an integral part of a larger item of PIP, and which is intended for use with non computer software components. Such computer software shall be treated like all other forms of PIP for the purposes of Section II of this Article;
  - b) computer software developed, improved or written by a Member as part of duties undertaken in fulfilment of his or her Responsibilities, which can be protected and/or exploited for commercial gain and which is not an integral part of a larger item of PIP. Such computer software shall be designated Free Standing Computer Software Patentable Intellectual Property for the purposes of this Article, and shall be subject to the provisions of Section II of this Article; and
  - c) computer software developed, improved or written by a Member without making significant use of University resources, which can be protected and/or exploited for commercial gain, and which is not an integral part of a larger item of PIP. Such software shall be subject to the provisions of Section II of this Article.
7. For the purposes of Section II of this Article, PIP does not include any potentially protectable outcome of a Member's activity undertaken outside of the employment relationship, as long as the activity has been undertaken in accord with the provisions of Clause 9 of the Article *Conflict of Interest and Conflict of Commitment*.
8. For the purposes of Section II of this Article, Contract Arrangements are Research or other activities performed by a Member under a contractual arrangement between the Employer and an external body, where the contract yields full or partial rights of commercial use of the results of the Research or other activity to the external body.
9. For the purposes of Section II of this Article:
  - a) Net Income is Gross Income less Expenses; and
  - b) "*Intellectual Property Creator*" (IPC) is the Member(s) responsible for creating an item of PIP.
- 9.1 Expenses means all direct costs and expenses actually incurred by the Employer or the IPC(s) and paid or owed to an arms-length third party (as "*arms-length*" is used in the *Income Tax Act*), with respect to the PIP for:

## *Intellectual Property*

- a) obtaining and maintaining statutory protection for the PIP, including direct legal fees and filing and maintenance fees with applicable governmental and regulatory offices, and including expenses related to patent searches;
- b) any prototype development for the PIP (including the cost of laboratory supplies and the cost, charged at standard rates, of any technicians or similar personnel engaged in such prototype development); and
- c) exploiting the PIP for commercial gain, including travel expenses actually incurred by the IPC(s) and/or personnel of the WORLDDiscoveries® Business Development Office, and other marketing expenses, freight and insurance costs incurred in transporting any goods or other material related to the PIP and any sales, use and other direct taxes and any customs duties and similar governmental charges incurred in respect of the use, sale, assignment, licensing or other disposition of the PIP and any goods and material related thereto.

9.1.1 Expenses shall not include any costs for time spent by WORLDDiscoveries® Business Development Office personnel, the IPC(s) or other University personnel in activities referred to in Clauses 9.1 a), b) and c) of this Article or in any other activities related to the PIP.

9.2 Gross Income means:

- a) all revenues, receipts and other consideration, whether in cash or otherwise, paid, transferred or otherwise made available to the IPC(s) or the Employer from arms-length parties provided that in this instance Gross Income shall not include receipts, contributions or entitlements arising from or attributable to sponsored research contracts referable to the IPC(s) or to the PIP for which such consideration is payable or otherwise made available; and
- b) the consideration deemed to be received pursuant to the other terms of this Article, by the IPC(s) or the Employer from non-arms-length parties (as *non-arms-length* is used in the *Income Tax Act*) from the use, sale, assignment, licensing or other disposition, in accord with this Article, of the PIP, including the shares or any options for shares as part of a spin-off company in connection with the exploitation for commercial gain of the PIP unless a different sharing arrangement has been agreed to under the provisions of Clause 12.1 below.

## **Determination of Income and Expenses**

- 9.2.1 Where the Employer or the IPC(s) receive(s) consideration from the use, sale, assignment, licensing or other disposition of PIP from a non-arms-length party, he/she will be deemed to have received the greater of:
- a) the value of the consideration paid; or
  - b) the fair market value which would be received for that disposition of the PIP from an arms-length third party. This value shall be established by:
    - (i) the capital raised by an initial public offering, or provided by a private investor to fund a spin-off company created to exploit the PIP for commercial gain; or
    - (ii) agreement between the Employer and the IPC(s).
- 9.2.2 Where the fair market value in 9.2.1 b) cannot be established through the provisions of 9.2.1 b) (i) or (ii), the Dispute Resolution process described in Clauses 27 and 28 of this Article shall be used.
- 9.2.3 In cases where the consideration is not payable in cash but in some other form, whichever of the Employer or the IPC(s) is entitled to receive a share of the consideration from the other(s) shall have the option of receiving:
- a) its share of the consideration in the form initially received by the Employer or the IPC(s) as the case may be; or, if the Parties agree,
  - b) the value of that consideration as determined by agreement between the Employer and the IPC(s).
- 9.3 Where the Employer enters into contracts with third parties who use different definitions of Net and Gross Income, the definitions in such third party contracts will be used to determine the value of the Net Income to be distributed between the Employer and the IPC(s) under the provisions of Clauses 15 or 16 of this Article. Before the Employer enters into contracts with third parties that use different definitions of Net and Gross Income, both the Employer and the IPC(s) must have approved the use of the different definitions.
- 9.4 All determinations of what to include in the operating and capital budgets and all determinations regarding amortization of capital expenditures will accord with accepted general accounting practices. Profit, loss and carry forward determinations shall accord with accepted accounting practices.
- 9.5 Subject to the provisions of Clause 9.4 of this Article, if in any Fiscal Year Expenses exceed Gross Income, then the negative Net Income shall be carried forward as an Expense into the next Fiscal Year.
- 9.6 Subject to the provisions of Clause 9.4 of this Article, where both the Employer and (an) IPC(s) are carrying forward Expenses from previous years (for example, where either the IPC(s) or the Employer has commenced exploitation for commercial gain and has subsequently assigned responsibility for exploitation to the other Party)

## *Intellectual Property*

these shall be deducted from the Gross Incomes in the same ratio as these Expenses are to each other.

### **Patentable Intellectual Property Not Arising from Contract Arrangements**

10. PIP not arising from Contract Arrangements, unless otherwise assigned, shall be owned by the IPC(s).
11. The Parties acknowledge that it is in the interest of the Employer and Members for PIP to be protected and/or exploited for commercial gain as quickly as possible after the creation of the PIP. Accordingly, it is in the Employer's and Members' interest for the IPC(s) to determine promptly whether she/he/they wish(es) to protect or exploit outcomes of his/her/their activities for commercial gain. Full details of any PIP created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the appropriate office of the Vice-President (Research). This disclosure shall be made to the Employer through the appropriate office of the Vice-President (Research), shall be made in a timely manner once the IPC(s) has (have) determined that he or she (they) wishes (wish) to protect or exploit the outcome of his/her/their activities for commercial gain, and shall be sufficiently detailed to allow an assessment of the suitability of the PIP for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the PIP that would jeopardize the IPC's (IPCs') ability to protect the PIP or exploit it for commercial gain, should the IPC(s) wish or the Employer not wish to protect the PIP and/or exploit it for commercial gain. Where a Member is obliged to disclose details of PIP to another institution, this shall not remove the obligation to disclose to the Employer under this Clause.
12. Within four weeks of the disclosure specified in Clause 11 of this Article, the IPC(s) shall decide whether or not to assign rights for protection and/or exploitation to the Employer. During this period, the Employer shall have the opportunity to consult with the IPC(s) regarding the decision. The IPC(s) shall make every reasonable effort to participate fully in such discussions.
  - 12.1 The discussions referred to in Clause 12 of this Article shall include proposals from the Employer for any work that may be required of the IPC(s) under the provisions of Clauses 15 or 15.1 of this Article. Where the PIP may be exploited for commercial gain through a spin-off company, the discussions referred to in Clause 12 of this Article shall include proposals from the Employer concerning the share of equity in the spin-off company provided as additional compensation to the IPC and the Employer for involvement in the creation and operation of the spin-off company. Unless such proposals result in a different agreement, each Party's share shall be as determined by the operation of Clauses 9 through 9.6 above, and 15 e) below. Where there is more than one IPC associated with the PIP, the sharing of equity in such a spin-off company may reflect the status of a particular IPC as a founding inventor or the IPC's contribution to and participation in the creation of such PIP.
13. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, the Employer shall, within three (3) months of the assignment by the IPC(s), notify the

IPC(s) whether it intends to seek protection of the PIP and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s).

- 13.1 Any decisions of the Employer not to protect PIP and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 15.2, are business decisions and not based on an assessment of the academic merits associated with that PIP.
14. During the period specified in Clause 13 of this Article, and any extension thereof, the Employer is the legal owner of the PIP and the IPC(s) shall not personally encumber the PIP nor frustrate the rights and obligations of the Employer by engaging in any contractual arrangements that pertain to commercial exploitation of the PIP with or by a third party; nor shall the IPC(s) seek to protect the PIP, nor exploit it for commercial gain, nor disclose it in any way that would jeopardize the Employer's ability to protect and/or exploit it for commercial gain, without the consent of the Employer.
15. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, and the Employer agrees to protect the PIP and/or exploit it for commercial gain, then:
  - a) the Employer assumes the responsibility for protection and/or exploitation of the PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. IPC(s) shall make reasonable efforts to assist the Employer in this endeavour, and shall complete all necessary documentation (including assignments) as may be required. The Employer shall use such efforts as it believes are reasonable in the circumstances to exploit the PIP for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the PIP;
  - b) the IPC(s) shall not disclose or publish any details of the PIP for a period of twelve (12) months following the Employer's notification to the IPC(s) of its decision to protect the PIP and/or exploit it for commercial gain, unless such disclosure or publication has been agreed to in writing by the Employer. Such agreement shall not be unreasonably withheld, particularly when the IPC will be considered for Continuing Appointment within eighteen (18) months of the disclosure required under Clause 6 of this Article. For the purposes of determining the start of this eighteen month period, consideration for Continuing Appointment begins at the time of application of the provisions of Clauses 7, 7.1 or 8 of the Article *Promotion and Continuing Appointment*;
  - c) the Employer shall provide to the IPC(s), no later than June 30 each year:
    - (i) a statement reporting action taken to protect the PIP and/or exploit it for commercial gain during the preceding Fiscal Year; and

## *Intellectual Property*

- (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year, and such access as is within the Employer's control to any statements or records as may be required for the IPC(s) or delegate(s) to verify the accuracy of this statement.
  - d) where the PIP has not been exploited for commercial gain through a spin-off company (for example, where the PIP has been exploited for commercial gain by licensing following protection by patent or other statutory means), the Employer shall, no later than June 30 each year, remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year;
  - e) where the PIP has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year as determined by Clauses 9 through 9.6 above unless a different agreement regarding share of equity in a spin-off company has been agreed to under the provisions of Clause 12.1.
- 15.1 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize PIP created by the IPC(s). At no financial cost to the IPC(s), the IPC(s) shall provide the Employer with assistance in ensuring that written descriptions of the PIP and filings for the seeking of statutory protection are complete and accurate. The IPC(s) shall also continue to provide related know-how around the PIP that may be needed for its application, commercialization or licensing.
- 15.2 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the PIP created by the IPC(s), then at the initiation of the Employer, and with the consent of the IPC(s), the Employer shall transfer the rights to the PIP and any issued or pending registration for statutory protection to the IPC(s), in which instance responsibilities of the IPC(s) concerning such commercialization shall be the same as those described in Clause 16 of this Article.
- 15.2.1 If any IPC, after 120 days notice, does not consent to reassignment of the PIP to him or herself, then the Employer is free to discontinue exploitation and/or protection of the PIP with no further cost or obligation to itself.
- 15.2.2 In the event that the Employer, as the owner of any PIP by virtue of assignment from an inventor group of IPCs, decides to discontinue exploitation and/or protection of the PIP, the Employer shall assign the PIP back to the inventor group of IPCs with no further cost or obligation to itself. Resolution of any dispute between members of the inventor group concerning the continued exploitation and/or protection of the PIP is the responsibility of the inventor group and not the Employer.
- 15.3 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the PIP, the IPC(s) may request that the Employer transfer the rights to the PIP, and any issued or pending registration for statutory protection, to the IPC(s). Any

disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 27 and 28 of this Article.

16. If the IPC(s) do(es) not assign rights for protection and/or commercialization to the Employer, or the Employer does not assume responsibility for protection and/or exploitation, or if the Employer ceases such activity under the provisions of Clause 15.2 or 15.3, the IPC(s) is(are) free to protect the PIP and/or exploit it for commercial gain independently of the Employer. In such circumstances, the IPC(s) shall:
  - a) assume the responsibility for protection and/or exploitation of the PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. The IPC(s) shall use such efforts as he/she (they) believe(s) are reasonable in the circumstances to exploit the PIP for commercial gain. All such steps shall be taken at no cost to the Employer;
  - b) provide the Employer, no later than June 30 each year:
    - (i) a statement reporting action taken to protect the PIP and/or exploit it for commercial gain;
    - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the previous Fiscal Year and such access as is within the IPC's (IPCs') control to any statements or records as may be required for the Employer to verify the accuracy of this statement; and
  - c) remit to the Employer a sum equal to 15% of the Net Income for the previous Fiscal Year, unless the PIP is Free Standing Computer Software PIP, in which case the IPC(s) shall remit to the Employer a sum equal to 7% of the Net Income for the previous Fiscal Year. In the case of computer software PIP defined under Clause 1.1 c) of this Article, the IPC(s) shall remit to the Employer a sum equal to 3% of the Net Income for the previous Fiscal Year.
- 16.1 If at any time following the periods specified in Clauses 12 and 13 of this Article, neither the Employer nor the IPC(s) choose(s) to protect and/or exploit, or continue to protect and/or exploit the PIP, then the IPC(s) shall be free to publish or disclose the details of the PIP.

### **Patentable Intellectual Property Arising from Contract Arrangements**

17. No Member shall independently enter into a direct contractual relationship with a body or bodies external to the University where the contract places the Member under an obligation to generate PIP as part of his or her Responsibilities, and/or to generate PIP using University facilities.

## *Intellectual Property*

18. The Employer may, at a Member's request, or with a Member's permission, enter into a Contract Arrangement with an external body on the Member's behalf. The terms of the Contract Arrangement shall be subject to the approval of the Member, the Employer and the external body.
- 18.1 The Contract Arrangement shall specify the extent to which the Member, the Employer, the external body, and any other participants share in the ownership of any PIP created under the Contract Arrangement, and shall specify which party(ies) shall have the right to protect the PIP and exploit it for commercial gain.
- 18.2 The Contract Arrangement shall specify any period of time that must elapse before any of the participants in the Contract Arrangement can publish or otherwise disclose any PIP created under the Contract Arrangement. Such period of time shall not exceed one hundred twenty (120) days, but may be extended once by agreement of all the parties; under no circumstances may the extension exceed one year.
- 18.3 All Contract Arrangements shall be consistent with regulations and policies promulgated by Senate or the Board of Governors at the time of ratification of this Collective Agreement.
- 18.4 In the case that the Member possesses sole ownership of the PIP and the exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, Clauses 11 to 17, inclusive, of this Article shall apply.
- 18.5 In the case that the external body who is a party to the Contract Agreement possesses sole or partial ownership of the PIP and partial or exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, if at any time the external body relinquishes its rights then, subject to any Employer rights specified in the Contract Agreement, ownership of the PIP shall revert to the Member and Clauses 11 to 17, inclusive, shall apply.
- 18.6 In the case that the Employer has sole ownership and the exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, Clauses 18.6.1 to 18.6.7, inclusive, shall apply.
  - 18.6.1 Full details of any PIP created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the appropriate office of the Vice-President (Research). This disclosure shall be made to the Employer through the appropriate office of the Vice-President (Research) and shall be sufficiently detailed to allow an assessment of the suitability of the PIP for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the PIP that would jeopardize the IPC's (IPC's) ability to protect the PIP or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the PIP and/or exploit it for commercial gain.
  - 18.6.2 The Employer shall, within four (4) months of receiving the disclosure by the IPC(s), notify the IPC(s) whether it intends to seek protection of the PIP and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of

the Employer and the IPC(s). During this period and any extension thereof, the IPC(s) shall not make any disclosure that in any way would jeopardize the Employer's ability to protect and/or exploit the PIP for commercial gain, without the consent of the Employer.

18.6.3 Any decisions of the Employer not to protect PIP and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 18.6.6, are business decisions and not based on an assessment of the academic merits associated with that PIP.

18.6.4 If the Employer undertakes to protect the PIP and/or exploit it for commercial gain, then;

- a) the Employer assumes the responsibility for protection and/or exploitation of the PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. IPC(s) shall make reasonable efforts to assist the Employer in this endeavour, and shall complete all necessary documentation (including assignments) as may be required. The Employer shall use such efforts as it believes are reasonable in the circumstances to exploit the PIP for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the PIP;
- b) the IPC(s) shall not disclose or publish any details of the PIP for a period of twelve (12) months following the Employer's notification to the IPC(s) of its decision to protect the PIP and/or exploit it for commercial gain, unless such disclosure or publication has been agreed to in writing by the Employer. Such agreement shall not be unreasonably withheld, particularly when the IPC will be considered for Continuing Appointment within eighteen (18) months of the disclosure required under Clause 18.6.1 of this Article. For the purposes of determining the start of this eighteen-month period, consideration for Continuing Appointment begins at the time of application of the provisions of Clauses 7, 7.1 or 8 of the Article *Promotion and Continuing Appointment*;
- c) the Employer shall provide to the IPC(s), no later than June 30 each year:
  - (i) a statement reporting action taken to protect the PIP and/or exploit it for commercial gain during the preceding Fiscal Year; and
  - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year, and such access as is within the Employer's control to any statements or records as may be required for the IPC(s) or delegate(s) to verify the accuracy of this statement.
- d) where the PIP has not been exploited for commercial gain through a spin-off company (for example, where the PIP has been exploited for commercial

## *Intellectual Property*

gain by licensing following protection by patent or other statutory means), the Employer shall, no later than June 30 each year, remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year;

- e) where the PIP has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year.

18.6.5 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize PIP created by the IPC(s). At no financial cost to the IPC(s), the IPC(s) shall provide the Employer with assistance in ensuring that written descriptions of the PIP and filings for the seeking of statutory protection are complete and accurate. The IPC(s) shall also continue to provide related know-how around the PIP that may be needed for its application, commercialization or licensing.

18.6.6 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the PIP created by the IPC(s), then at the initiation of the Employer, and with the consent of the IPC(s), the Employer shall transfer the rights to the PIP and any issued or pending registration for statutory protection to the IPC(s), in which instance responsibilities of the IPC(s) concerning such commercialization shall be the same as those described in Clause 11 of this Article unless the IPC chooses to publish the PIP, in which case it ceases to be PIP as defined in this Article.

18.6.7 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the PIP, the IPC(s) may request that the Employer transfer the rights to the PIP, and any issued or pending registration for statutory protection, to the IPC(s), and the IPC(s) is (are) free to protect the PIP and/or exploit it for commercial gain in accord with the provisions of Clause 16 of this Article. Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 27 and 28 of this Article.

### **Patentable Intellectual Property Arising from Collaborations Outside Contract Arrangements**

19. It is recognized that Members may create PIP in collaboration with other Members, or in collaboration with other members of the University community, or in collaboration with persons external to the University.

20. Any Member entering into a collaboration with other members of the University community, or with a person external to the University, where there is no Contract Arrangement governing the collaboration, shall inform his or her collaborators that the provisions of this Article apply to any PIP generated by the Member as part of the collaboration.

21. a) Where a Member undertakes Academic Activity where it is envisaged that the creation of PIP might occur, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the

University, the Member shall, at the outset of the Academic Activity, establish in writing, and with the agreement of the collaborator(s), how the ownership of any PIP, and any Net Income generated therefrom, would be shared between them, taking into consideration each party's obligations to the Employer and/or others.

b) Where a Member undertakes Academic Activity that leads to the creation of PIP that was not envisaged, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the University, the Member shall establish, in writing and with the agreement of the collaborator(s), how the ownership of the PIP, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.

22. a) In cases where the IPC(s) has (have) assigned rights to protect and/or exploit PIP to the Employer, and the Employer has assumed the responsibility to do so, the Employer shall, following consultation with the collaborators, apportion the Net Income referred to in Clauses 15 d) or 10 e) between the creators of the PIP in accord with any agreement reached between the collaborators concerning the disposition of Net Income among them. Where there is a dispute between (an) IPC(s) and the Employer concerning this apportionment, the provisions of Clauses 27 and 28 of this Article shall apply.

b) In cases where a Member enters into a collaboration with a person external to the University where there is no Contract Arrangement governing the collaboration, Clause 11 c) shall apply if the agreement required by Clause 21 of this Article cannot be reached between the IPC and his/her collaborators and/or the employer of the collaborator(s).

### **General**

23. The rights granted to a Member under this Article do not extend to anything created by a Member as part of specially assigned Professional Practice or Service duties that are expected to yield outcomes capable of protection (by patent or other statutory means) and/or exploitation for commercial gain. In such cases the outcomes are the property of the Employer unless alternative arrangements have been agreed to in writing between the Member and the Employer.

24. The Employer recognizes that there is a practice of exchange, hereafter referred to as Material Transfer, between Members and persons, organizations, or institutions, without material consideration, of results of research, biotechnology and genetic engineering products and other materials for non commercial research and teaching purposes. It is further recognized by both the Employer and the Association that, from time to time, there may be benefits arising from Material Transfers, usually for a consideration, between Members and companies for commercial research. All Material Transfers shall be governed by a contractual Material Transfer Agreement between the Employer and the persons, organizations, institutions or companies.

## *Intellectual Property*

The terms of the Material Transfer Agreement shall be subject to the approval of the Member, the Employer, and the persons, organizations, institutions or companies.

25. Members who are engaged in activities undertaken in fulfilment of their Responsibilities at locations away from the University Campus (for example, Members on Professional Leave) shall continue to be subject to the provisions of this Article.
26. In the application of the provisions of this Article, the Employer and Members shall comply with relevant federal and provincial statutes, and with regulations and policies promulgated by Senate or the Board of Governors which are not in conflict with this Collective Agreement, for the protection of researchers, human subjects, the health and safety of the public, and the welfare of laboratory animals.

### **Dispute Resolution**

27. If the parties to the dispute agree, any dispute between (a) Member(s) and the Employer to which the Vice-President (Research) is not a party and which arises solely from the application of the provisions of this Article regarding calculation and distribution of Net Income, performance of responsibility for the commercialization of PIP, or from ownership of PIP shall be referred to the Vice-President (Research) or designate, who shall attempt to mediate between the parties. Such mediation may continue for a maximum of thirty (30) days after the referral of the dispute.
  - 27.1 If the dispute is resolved through such mediation, the settlement shall be reduced to writing and countersigned by the Vice-President (Research) and the parties within five (5) days of the resolution.
28. If any dispute between (a) Member(s) and the Employer is not resolved through the application of Clauses 27 and 27.1 of this Article, then the Employer or the Member(s) may submit the dispute to arbitration by a single arbitrator as follows:
  - a) the single arbitrator shall be agreed upon by the Member(s) and the Employer within thirty (30) days of the date on which one party notifies the other that the process of arbitration under this Clause is desired. If the Member(s) and the Employer fail to agree upon a single arbitrator within the thirty-day period, then the arbitrator shall be selected by a Judge of the Ontario Court (General Division) upon application of either party. Such application shall request that the arbitrator so selected should be qualified by education and training to rule on the particular matter under dispute. The appointment of the arbitrator shall be conditional on the arbitrator's agreeing that his or her award shall be delivered in writing within sixty (60) days of

the completion of the hearing (unless the parties agree otherwise) and that no account shall be rendered until the final award has been rendered;

- b) the arbitration shall be held in London, Ontario;
- c) the award rendered by the arbitrator shall be final and binding;
- d) the arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief, but has no jurisdiction to alter, amend, add or subtract from this Collective Agreement, or to render a decision inconsistent with its terms; and
- e) the arbitrator may determine the proportion of the fees and expenses of the arbitrator to be paid by each party to the arbitration. Failing such determination, the Employer and the Member(s) shall each pay 50% of the fees and expenses of the arbitrator. Such fees and expenses shall be Expenses as defined in Clause 9.1 of this Article. Any other expenses incurred by a party to the dispute shall be borne by that party.

### **Previous Arrangements**

- 29. The revenue-sharing and cost-sharing provisions of this Article shall be effective on the date of ratification of this Collective Agreement and shall not be applied retroactively to PIP arrangements between Members and the Employer that were agreed to prior to this date, unless otherwise agreed to by the Member and the Employer.

## JOINT COMMITTEE

1. There shall be a Joint Committee consisting of four persons representing the Employer and four Members from the Association's Bargaining Units representing the Association.
2. At least two representatives of the Employer and two representatives of the Association shall be present at any meeting of the Joint Committee.
3. Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and a representative of the Association.
4. The Committee shall meet monthly. Monthly meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
5. The Joint Committee shall discuss matters raised by either the Employer or the Association that relate to the administration, operation or interpretation of the UWOFA Collective Agreement(s); however, the Committee shall not discuss the specific details of any Grievance that has proceeded to Step 1 or beyond and that has not been resolved.
6. The Joint Committee shall have no power to interpret or modify the provisions of either Collective Agreement, but may recommend to the Employer and the Association changes to procedures for the application of the Collective Agreement(s), or changes to the Collective Agreement(s).
7. The Joint Committee may recommend that the Employer and the Association create Joint Subcommittees to consider specific matters.
- 7.1 The co-chairs of the Joint Committee shall receive advance notice of changes in existing practices with respect to computing and information technology where required by the Article *Implications of Technology*. Where the Joint Committee so recommends, a Joint Subcommittee may be created to consider the issues in more depth and to make recommendations to the Employer, with a copy to the Association.
8. Upon the expiry of this Collective Agreement the Joint Committee and any subcommittees shall cease to discuss and/or consider any matters that strictly relate to the administration, operation or interpretation of this Collective Agreement.

## LEAVE OF ABSENCE

1. Members at the Assistant rank and above with at least two years of continuous service are eligible to apply for a Leave of Absence. The Leave shall be granted where the Employer, in consultation with the Member and the Member's immediate supervisor, determines that the Leave will not interfere with the ability of the Member's Unit to meet its operational requirements.
2. A Leave of Absence shall not normally exceed one (1) year. At the request of the Member, this restriction may be modified in individual cases by the Provost, on recommendation from the Chief Librarian or Dean. Approval of any such request shall not be arbitrarily withheld.
3. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, at least two (2) years of continuous service shall elapse between any two (2) successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. At the request of the Member, these restrictions may be modified in individual cases by the Provost, on recommendation from the Chief Librarian or Dean. Approval of any such request shall not be arbitrarily withheld.
4. No salary shall be received during an approved Leave of Absence.
- 4.1 Approval of a Leave of Absence shall not increase the Workload of other full-time Members in the Unit.
5. The Member may elect to pay the cost of benefits and pension contributions during the period of the Leave of Absence. During a Leave of Absence, the Employer will not contribute towards the costs of benefits, including pension.
6. Professional Leave credit shall be earned during a Leave of Absence, subject to the provisions of the Article *Professional Leave*.
7. A Member shall apply in writing at least six (6) months before the proposed Leave is to take effect to the Chief Librarian or Dean. The application shall describe in detail the purpose and duration of the Leave. In the case of unforeseen circumstances, however, a Member shall be permitted to apply for such a Leave less than six (6) months before the desired start date, and this application shall be given consideration.
8. The application shall be approved or denied by the Chief Librarian or Dean or designate. The Chief Librarian or Dean or designate shall not arbitrarily withhold approval, and shall provide written notice of his or her decision, with reasons in the case of a denial, within twenty (20) working days of receipt of the application. The written reasons shall be accompanied by a statement that the Member has the right to receive assistance and representation from the Association.
9. Members on a Leave of Absence are not eligible for consideration for Promotion during the Leave of Absence. This restriction may be modified in individual cases

## *Leave of Absence*

by the Provost, on recommendation from the Chief Librarian or Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.

- 9.1 In the case of a Member on a Probationary Appointment, the Promotion and/or Continuing Appointment process shall be postponed where the Member has taken an approved Leave of Absence of at least twenty-four (24) weeks in a twelve month period. Such postponement shall be for a period equal to the length of the Leave of Absence. The letter from the Employer notifying the Member of the postponement shall advise of the postponement and state that a Member may elect early consideration in accordance with Clause 8 of the Article Promotion and Continuing Appointment.
- 9.2 Any record of activity in the Member's areas of Responsibilities that is generated during the Leave period may be included when a Member is considered for Promotion and/or Continuing Appointment.
10. If a Leave of Absence for one year or more is denied, any grievance of the failure to grant the Leave shall begin at Step 2.

## LIABILITY INSURANCE

1. The Employer shall provide insurance coverage in respect of the liability of Members acting within the scope of their normal course of employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies now in force.
2. A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association. Members who determine that the insurance coverage provided by the Employer is not adequate to meet their individual needs shall be expected to make their own insurance arrangements.
3. Responsibility for the management of any claim covered by the Employer's insurance policies rests solely with the Insurer. Timely notice must be given to the Employer of any action or claim of which a Member has knowledge or of any occurrence or situation which a Member ought reasonably to know might give rise to any action or claim.
4. A Member who is a respondent to a formal complaint investigated or adjudicated under internal policies formally ratified by the Employer and who independently engages legal counsel to provide advice in respect of such investigation or adjudication may, if the complaint is not upheld, apply for reimbursement of legal fees so incurred. The application shall be submitted in writing to the Provost and Vice-President (Academic) and to the President of the Association. If both agree, in writing, that the application should be granted, in whole or in part, then the Employer and the Association will reimburse the Member, in the amount so agreed, in equal shares.
5. This Article and any insurance obtained pursuant to it do not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the Employer against a Member.

## **LIBRARY DIRECTORS AND DEPARTMENT HEADS**

1. Library Directors and Department Heads are positions held by Members with Continuing Appointment who carry out broad administrative and supervisory responsibilities as delegated by the Employer in accordance with the provisions of the Collective Agreement.

### **Terms of Office of a Library Director or Department Head**

2. The term of office for a Library Director or Department Head shall be up to five (5) years. Following a review by and recommendation from the Selection Committee as defined in Clause 4.1 below, and subject to Clause 5.1 below, a Member may be renewed for a further term of office as Library Director or Department Head.
  - 2.1 Notwithstanding Clause 2 above, all Members who were Library Directors as of July 1, 2006, and who continue in the same position, shall hold an indefinite term of office in that position and shall be exempt from the review and renewal process specified in this Article save for the option to end their term of office with nine (9) months' written notice to the Chief Librarian.
3. A Member who is a Library Director or Department Head shall receive an annual stipend. The amount of the stipend shall be a minimum of \$6,000, except for Library Directors who were appointed before July 1, 2006 and who continue in the same position (see Clause 3.1.1 below). The amount of the stipend and any other arrangements negotiated between the Member and the Chief Librarian at the time of appointment as Library Director or Department Head shall be written into the written agreement as set out in Clause 11 below.
  - 3.1 Members who are Library Directors or Department Heads as of July 1, 2015, or who have a letter dated prior to the date of ratification of this Collective Agreement that appoints them to the role of Library Director or Department Head with a starting date subsequent to July 1, 2015, may elect, within 30 days of ratification, to receive their stipend in one of the following ways:
    - a) Where a Library Director or Department Head has served one or more consecutive term(s) totalling at least a term of five (5) years, and at the conclusion of his or her current term of office as Library Director or Department Head continues as a Member, then the Member shall continue to receive the stipend as negotiated under Clause 11 of this Article as part of his or her salary; however, the amount of the stipend shall be reduced by the amount of any salary increments subsequently received by the Member; or
    - b) in accordance with Clause 3.2 of this Article, from the first of the month following the election.
  - 3.1.1 A Library Director who was appointed before July 1, 2006 and who continues in the same position shall receive an increase to his or her stipend of \$2,000 to continue until his or her term of office ends and if he or she elects the option in Clause 3.1 b) shall receive an additional increase to his or her stipend of \$1,000.

- 3.2 For a Member who receives a letter, dated after the date of ratification of this Collective Agreement, appointing him or her to the role of Library Director or Department Head, or a Member who has elected option b) under Clause 3.1, the amount of the stipend shall be a minimum of \$7000. This stipend shall cease at the end of his or her term of office as Library Director or Department Head.
- 3.3 Where a term of office as Library Director or Department Head ends, the Member shall return to a position assigned by the Chief Librarian after consultation with the Member. This may be a position within the Library or Department in which he or she held the position of Library Director or Department Head, or another position within the Bargaining Unit, commensurate with the Member's qualifications and experience.
- 3.3.1 An appointment of a Library Director or Department Head may end:
- a) on completion of the term of office as noted in the written agreement, under Clause 11 of this Article; or
  - b) on nine (9) months notice by the Member; or
  - c) on six (6) months notice or pay in lieu of the Library Director or Department Head stipend by the Employer.

**Library Director or Department Head Selection Committee**

4. Where a Library Director or Department Head Appointment is to be made, a Selection Committee shall be elected.
- 4.1 The Selection Committee shall include:
- a) the Chief Librarian or designate who shall chair the Committee, but shall not vote except to break a tie;
  - b) an Associate or Assistant University Librarian or the University Archivist, chosen by the Chief Librarian;
  - c) one (1) Member who is a Library Director or Department Head elected by the Members of the Bargaining Unit;
  - d) two (2) Members from the appropriate Library or Department, elected by Members in that Library or Department. If the Library or Department has fewer than two (2) Members apart from the Library Director or Department Head, the Library or Department shall be represented by one (1) Member of the Library or Department and one (1) Member elected by the Bargaining Unit; and
  - e) one (1) Member elected by the Members of the Bargaining Unit as an alternate who shall replace a Member who must withdraw for any reason.
- 4.2 A quorum shall consist of the chair and three voting members.

## *Library Directors and Department Heads*

- 4.3 The Chief Librarian shall inform all Members of the names of the members of the Committee.
- 4.4 The Selection Committee shall be convened by the chair of the Committee no more than one month after the election of the members of the Committee.
- 4.5 In consideration of any review of or application for the position of Library Director or Department Head, should any Member of the Selection Committee have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment*, that Member shall withdraw from consideration of the relevant case or cases and shall be replaced by the alternate Member. Should the chair have a conflict of interest, the Provost shall appoint a replacement. Should the member chosen by the Chief Librarian as specified in Clause 4.1b) have a conflict of interest, the Chief Librarian shall choose a replacement.
- 4.6 Recommendations of the Selection Committee described in Clauses 7, 9 and 10.2 shall be written by a member of the Committee other than the chair, who has been elected by the members of the Committee to undertake this task. All members of the Committee shall be provided with an opportunity to review the Committee's recommendation and acknowledge in writing that it is an accurate rendering of the Committee's decision.

### **Renewal of a Term of Office as Library Director or Department Head**

5. No later than ten (10) months prior to the end of a Library Director or Department Head's current term of office, the Chief Librarian shall discuss with the Member the possibility of renewal if the Chief Librarian has determined that the position of Library Director or Department Head will continue.
- 5.1 Where there is possibility of renewal, the Member shall respond in writing to the Chief Librarian within one (1) month of this discussion, advising whether or not he or she wishes to be considered for renewal.
6. Should the Member wish to be renewed, a Selection Committee shall be convened for the purpose of reviewing the work of the Member for possible renewal. The Chief Librarian or designate shall call for the election of Members to the Selection Committee no later than ten (10) working days after receiving the Member's decision to be considered for renewal.
- 6.1 The Selection Committee shall consult with the Members and staff in the Library or Department, as well as other leaders interacting with the role to determine their preferences and opinions on the renewal of the current incumbent as Library Director or Department Head, and specific interview questions that could be asked of the current Library Director or Department Head. This consultation shall take the form of an invitation to provide written submissions to the Selection Committee.
- 6.1.1 The Selection Committee shall also invite each Member in the Library or Department to meet individually with the Selection Committee.

- 6.2 The Selection Committee shall ask Members of the Library or Department to recommend names of faculty members or other staff who should be invited to provide written submissions regarding renewal of the current incumbent as Library Director or Department Head. The current Library Director or Department Head may also provide a list of faculty members or staff whose input they would like to have solicited by the Selection Committee.
- 6.3 All such consultations shall be confidential. Opinions collected shall be used without prejudice.
- 6.4 The Selection Committee shall review the work of the Library Director or Department Head, and shall interview the Library Director or Department Head before making a recommendation to the Chief Librarian. The review shall include consultation with Members in accordance with the provisions of this Article. The Selection Committee shall also consider the Library Director's or Department Head's performance as articulated in his or her Annual Review documents.
7. The Selection Committee shall either recommend or not recommend the Library Director or Department Head for renewal. If the Selection Committee recommends renewal, it shall also recommend the length of this renewal.
- 7.1 Within one (1) week of the Selection Committee making its recommendation, the Chair shall forward the recommendation to the Provost.
- 7.1.2 The Provost shall make the final decision as to the renewal and the term of the renewal of the incumbent as Library Director or Department Head, and shall give reasons for his or her decision to the Selection Committee and to the Association.
- 7.2 If a Library Director or Department Head is renewed, the Chief Librarian shall inform all Members of the renewal and, in consultation with the Library Director or Department Head, shall provide an updated written agreement under Clause 11 of this Article to be signed by the Chief Librarian and the Member and placed in the Member's Official File.

#### **Selection of a Library Director or Department Head**

8. If the Member, after consultation with the Chief Librarian as specified in Clause 5 above, has indicated in writing that he or she does not wish to be considered for renewal as Library Director or Department Head, or leaves the position before the end of his or her term of office and the Chief Librarian has determined that the position will continue, the Chief Librarian or designate shall call for the election of a Selection Committee, in accordance with the provisions of Clause 4.1 above, to select a new Library Director or Department Head. The call for election shall be made within ten (10) working days of the receipt by the Chief Librarian of the current Library Director's or Department Head's written decision not to seek renewal or complete the current term.
- 8.1 If a new Library Director or Department Head position is created, the Chief Librarian or designate shall call for the election of a Selection Committee, in accordance with

## *Library Directors and Department Heads*

the provisions of Clause 4.1 above, to select a new Library Director or Department Head. The call for election shall be made within ten (10) working days of the date upon which a decision is made by the Chief Librarian to fill the newly created Library Director or Department Head position.

- 8.2 The Selection Committee shall consult with the Members and staff in the Library or Department, as well as other leaders interacting with the role, to determine their preferences and opinions on the desirable attributes or qualities for the Library Director or Department Head and specific interview questions that could be asked of any candidate. This consultation shall take the form of an invitation to provide written submissions to the Selection Committee.
- 8.3 If the Selection Committee formed according to Clause 4.1 above has not recommended that the current Library Director's or Department Head be renewed, or if the Selection Committee's recommendation to renew the current Library Director or Department Head has not been approved by the Provost, the Chief Librarian shall, as soon as possible, direct the Selection Committee to reconvene.
- 8.4 The Selection Committee shall advertise the position within the University and shall also advertise the position externally if the Provost has approved the possibility of selection of an external candidate.
- 8.5 Internal applicants for a position as Library Director or Department Head shall be Members with a Probationary or Continuing Appointment. In order to be appointed as Library Director or Department Head a Member with a Probationary Appointment must be granted Continuing Appointment in accordance with Clauses 10 through 10.3 of this Article.
- 8.6 The Selection Committee shall consider all applicants.
- 8.7 The Selection Committee shall consult with the Members and staff in the Library or Department to ascertain their opinions and preferences regarding any short-listed candidates. Members and staff of Western Libraries shall have an opportunity to become aware of the candidate's qualifications and suitability for the position. This shall involve an opportunity to meet with the candidate, to review the *curriculum vitae* of the candidate, to attend a presentation given by the candidate, and to provide written submissions to the Selection Committee.
- 8.8 The Selection Committee shall consider all written submissions received through the consultation process provided for in Clause 8.7 of this Article.
9. If the Selection Committee recommends a Member with Continuing Appointment, the Chair of the Selection Committee shall forward the Committee's recommendation to the Provost, including a recommendation for the length of the term of office.
- 9.1 The Provost shall approve or deny the recommendation as soon as possible after receipt of the recommendation. Any denial of the Selection Committee's recommendation shall be accompanied by written reasons.

- 9.2 If the Provost denies the recommendation the Selection Committee shall reconvene to consider other applicants or to reopen the search.
10. If the Selection Committee recommends an external candidate, or a Member with a Probationary Appointment, the Chief Librarian shall place the *curriculum vitae* of the recommended candidate, any other evidence of the candidate's previous performance in Professional Practice, Academic Activity and Service, all written submissions received through the consultation process provided for in Clause 8.7 of this Article, and any letters of reference considered by the Selection Committee before the Committee on Promotion and Continuing Appointment.
- 10.1 The Committee on Promotion and Continuing Appointment shall recommend to the Provost whether or not the external candidate or the Member with a Probationary Appointment should be granted a Continuing Appointment. The Committee on Promotion and Continuing Appointment shall also recommend the Rank at which the Continuing Appointment would be made.
- 10.2 The Chair of the Selection Committee shall forward the recommendations of both Committees to the Provost. The recommendation of the Selection Committee shall include a recommendation for the length of the term of office as Library Director or Department Head.
- 10.3 The Provost shall approve or deny the recommendations of the Selection Committee and the Committee on Promotion and Continuing Appointment. Any denial of the recommendation of either Committee shall be accompanied by written reasons to both Committees.
- 10.4 Should a Member with a Probationary Appointment who is recommended by the Selection Committee not be granted Continuing Appointment, it shall be without prejudice to their being considered for Continuing Appointment in the future pursuant to the provisions of the Article *Promotion and Continuing Appointment*.
- 10.5 If the Provost denies the recommendation of the Selection Committee, the Selection Committee shall reconvene to consider other applicants or to reopen the search.
11. The Chief Librarian shall enter into negotiations with the candidate approved by the Provost in accordance with the provisions of Clauses 9.1 or 10.3 of this Article. All arrangements made under the provisions of Clauses 14 and 14.1 of this Article, including arrangements made in accordance with the provisions of the Article *Alternative Workload*, and any arrangements made under the provisions of the Article *Professional Leave*, shall be described in a written agreement. This written agreement shall also specify any responsibilities delegated to the Library Director or Department Head that are in addition to the tasks specified in the provisions of this Collective Agreement. Any such additional responsibilities shall be in accordance with the provisions of this Collective Agreement. The written agreement shall be co-signed by the Chief Librarian and the Member and shall be placed in the Member's Official File.

## *Library Directors and Department Heads*

- 11.1 Any subsequent changes to the arrangements made according to the provisions of Clause 11 above must be reflected in an amended written agreement and placed in the Member's Official File.
- 11.2 Should negotiations with a candidate fail, the Selection Committee shall reconvene to consider other applicants or to reopen the search.
12. If an external candidate is appointed, the Chief Librarian shall provide this candidate with a Letter of Appointment, co-signed by the Provost, stating the terms and conditions of the Appointment as well as any arrangements described in Clause 11 of this Article. The terms and conditions described in the Letter shall comply with the provisions of this Collective Agreement. The Letter of Appointment shall indicate to the successful candidate that he or she is a Member of the Bargaining Unit and shall provide information on how to access the Collective Agreement and a summary of existing benefits, including group insurance and pension plans, currently in force.

### **Acting Library Director or Acting Department Head**

13. If the position of a Library Director or Department Head becomes vacant or if the incumbent is on a Leave, for a period expected to last at least 3 months, the Chief Librarian shall invite all Members to provide their views on the suitability of Members of the Department, the Library or another Library/Department to serve as Acting Library Director or Department Head.
  - 13.1 After consulting with the Library or Department Members, the Chief Librarian shall appoint an Acting Library Director or Acting Department Head to serve until such time as the incumbent returns from Leave or, in the case of vacancy, the vacancy is filled or the Chief Librarian determines the vacant position will not continue.
  - 13.2 The specific responsibilities of, and the authority delegated to, an Acting Library Director or Acting Department Head shall be in accordance with this Collective Agreement and shall be specified in a written agreement.
  - 13.3 The term of office for an Acting Library Director or Acting Department Head shall not normally exceed one (1) year, and shall in no case exceed two (2) years.
  - 13.4 For a Member serving as Acting Library Director or Acting Department Head, the provisions of Clauses 14 through 14.2.1 apply.
  - 13.5 A Member serving as Acting Library Director or Acting Department Head shall receive a minimum stipend equal to that set out in Clause 3, prorated as appropriate to the term of office. A Member shall not continue to receive the stipend following the conclusion of his or her term of office as Acting Library Director or Acting Department Head.

### **Workload**

14. Where acceptance of a Library Director or Department Head position changes the Workload balance of a Member, such changes shall be reflected in an Alternative

Workload agreement, in accordance with the provisions of the Article *Alternative Workload*.

- 14.1 Where a Member with Responsibilities in Academic Activity receives an Alternative Workload under Clause 14 above which reduces the proportion of Academic Activity in his or her Workload, the Member shall be entitled to a further Alternative Workload sufficient to recover the commitment to Academic Activity that was foregone. Such an Alternative Workload arrangement shall commence immediately upon completion of the term of office as Library Director or Department Head.
- 14.2 Where a Member is returning from one or more terms as a Library Director or Department Head to another position in the Bargaining Unit, in allocating work in accordance with Clause 2.2 of the Article *Workload*, the Unit Members shall take into consideration the proportion of the Member's commitment and length of time needed for the Member to update Professional Practice skills and expertise in order to competently undertake his or her role.
  - 14.2.1 Where a Member's Workload has been adjusted to allow updating of Professional Practice skills and expertise, all such activities toward that purpose shall be considered in the Annual Report and Review process, in accordance with the Article *Annual Report and Review*.

## MANAGEMENT RESPONSIBILITIES

1. Subject to the provisions of this Agreement, the Association acknowledges the right of the Employer to operate and manage the University and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights, privileges and obligations conferred on the Employer by the *University of Western Ontario Act, 1982*, as amended.
2. The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a manner which is not arbitrary or inconsistent with this Collective Agreement.
3. If the Employer wishes to amend or discontinue any of its recognized practices, which may possibly affect Members, and which are not otherwise the subject of the Collective Agreement, it shall give notice of proposed amendment or discontinuance simultaneously to the Association and to the Joint Committee which shall have two (2) months to discuss the proposed amendment(s).

## NO STRIKE OR LOCK-OUT

1. The Association agrees that there will be no Strike (partial or full withdrawal of services) during the term of this Agreement.
2. The Employer agrees that there will be no Lock-out during the term of this Agreement.
3. Strike and Lock-out bear the meanings used in the Ontario *Labour Relations Act, 1995*, S.O. 1995, c.1, Sched. A., and amendments thereto.
4. Where individuals in a labour dispute, other than those in the Bargaining Unit, engage in a Strike and maintain picket lines, and where Members of the Bargaining Unit could suffer personal harm, the Employer shall take every precaution reasonable in the circumstances for the protection of a Member, as required by the Ontario *Occupational Health and Safety Act* R.S.O. 1990, c. O.1, and amendments thereto.
5. Members have the right to decline to perform the normal duties of striking or locked-out employees of the Employer during a legal Strike by another Bargaining Unit of employees of the Employer or during any Lock-out of another Bargaining Unit by the Employer.

## OFFICIAL FILE

### General

1. An Official File shall be established for each Member upon ratification of this Collective Agreement and, thereafter, whenever a Member is appointed who does not have an Official File. The Official File shall be the only file used in decisions with respect to any and all terms and conditions of employment of a Member.
- 1.1 Maintenance of the Official File shall be the responsibility of the Chief Librarian or Dean. The Official File shall be confidential, subject to the provisions of Clause 5 below.
  - 1.1.1 The documents constituting the Official File shall be the paper originals or paper copies or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.
  - 1.1.2 Any document which forms part of the Official File but which must be removed after a set period shall be disposed of by confidential destruction.
- 1.2 Copies of some or all of the materials in the Official File may be used for normal University administrative purposes and may be filed elsewhere for such purposes. Any such copies shall be clearly marked "Confidential". All restrictions specified in this Article which apply to the Official File shall apply to all copies of part or all of the File.

### Contents

2. The Official File of each Member shall contain only material pertaining to the employment of the Member.
  - 2.1 The documents and materials in the Official File shall include, but are not limited to, materials such as:
    - a) an inventory sheet which records the title or a brief description of each item included, the number of pages of or attachments to each item, the name of the person who added or removed each item, the date of the addition or removal of each item, and the date and distribution of copies made of each item;
    - b) a list of all persons outside of the Office of the Chief Librarian or Dean, granted access to the Official File, and the date of and reason for access;
    - c) the Member's *curriculum vitae* supplied by the Member following ratification of this Collective Agreement, or at the time of application for the Member's first Appointment, and as updated from time to time;
    - d) any university transcripts supplied by the Member at the time of application by the Member for his or her first Appointment;

- e) any letters of application from the Member for Appointments following the ratification of this Collective Agreement;
- f) any letters of reference in support of a Member's application for an Appointment. If references are reviewed by a Member under the provisions of Clause 3 or 3.1 of this Article, all information that would reveal the identity of the author shall be removed;
- g) the Member's original signed offer of employment or Letter of Appointment;
- h) salary and work history;
- i) any documentation concerning arrangements made under any of the provisions of this Collective Agreement that alters the balance among the areas of the Member's Responsibilities;
- j) copies of all documents related to the Article *Annual Report and Review*;
- k) documentation arising from the application of the provisions of the Article Discipline;
- l) the Member's Promotion and Continuing Appointment File and any files created for assessment purposes, each of which shall be deemed to be an annex to the Official File;
- m) signed letters of commendation or complaint;
- n) decisions and recommendations together with any reasons arising from personnel decision making processes; and
- o) correspondence.

#### **Addition and Removal of Materials**

- 2.2 With the exception of student evaluations, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member, except as provided below in Clause 4 of this Article.
- 2.3 When material in the Official File is copied for reasons specified in this Collective Agreement, that information shall be included in the inventory sheet as outlined in Clause 2.1 a) of this Article.
- 2.4 Any additions to or removals of material from the Official File must be recorded on the inventory sheet as specified in Clause 2.1 a) of this Article. Each Member may request annually from the Chief Librarian or Dean a copy of the inventory sheet of his or her Official File. The Chief Librarian or Dean or designate shall forward this copy to the Member within five (5) working days of receipt of a request from the Member.

## *Official File*

- 2.5 To allow a Member to review material which is being permanently removed from his or her Official File, such materials shall be retained by the Employer for twenty (20) working days from the date that written notification is sent to the Member by the Employer or from delivery of the inventory sheet to the Member pursuant to Clause 2.4 above whichever is earliest.

### **Access and Copies**

3. A Member shall have the right, after giving two (2) days' notice, to examine the entire contents of his or her Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Chief Librarian or Dean. A Member may be required to produce identification before access to his or her Official File is granted. A Member may be accompanied by a colleague or a representative of the Association. A Member shall not remove his or her Official File, or parts thereof, from the office where it is held, nor shall a Member annotate or in any way alter the Official File during this examination.
  - 3.1 A Member may, upon written request, obtain a copy of any document in his or her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per–page charge routinely levied for photocopying on the University Campus.

### **Members' Rights**

4. A Member shall have the right to have included in his or her Official File written comments on the accuracy, relevance, meaning or completeness of the contents of the Member's Official File. These comments may include supplementary documents considered relevant by the Member, including signed, written comments from students.
  - 4.1 A Member may request, in writing to the Chief Librarian or Dean, the removal from his or her Official File of any material which the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept. Such requests shall not be unreasonably denied.
    - 4.1.1 The Chief Librarian or Dean shall decide within thirty (30) working days whether or not to remove the impugned material. For any impugned material not removed, the Chief Librarian or Dean shall render a decision in writing to the Member, stating the reasons for the decision.
  - 4.2 Any denial of a Member's request for the removal of the impugned material shall be grieved at Step Two, described in the Article *Grievance and Arbitration*.

### **Release of Information**

5. None of the contents of the Official File shall be revealed or released to any person, other than an authorized representative of the Employer, without the express written consent of the Member concerned, except when permitted:

- a) for Grievance and Arbitration purposes;
- b) by the provisions of this Collective Agreement; or
- c) by law.

5.1 Access to the contents of an Official File in the case of Clause 5 c) above shall be granted only to persons who show proof to the Chief Librarian or Dean that such access is required by law. The Employer shall notify the Member concerned immediately after granting access, stating the person or persons granted access and the legal reasons for granting this access, unless such notification is prohibited by legal statute.

## PREGNANCY AND PARENTAL/ADOPTION LEAVE

### Pregnancy Leave

1. A pregnant Member shall be granted Pregnancy Leave of up to seventeen (17) weeks, provided she has been employed at the University for thirteen (13) weeks or more of continuous service at the time the Leave commences.
  - 1.1 Such a Leave may be initiated at any time within seventeen (17) weeks of the expected delivery date of the Member's newborn child(ren) following notification in writing to her Chief Librarian or Dean, normally three (3) months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence. The notice period shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.
    - 1.1.1 In the case when a newborn is hospitalized within four (4) weeks of birth, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized, but the Pregnancy Leave shall be taken within fifty-two (52) weeks from the date of the birth of the child. In such circumstances the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.
  - 1.2 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during her Pregnancy Leave provided that:
    - a) the Member has been employed by the University on a continuous regular basis for a period of one (1) year or more at the time the Leave commences;
    - b) the Member has a Full-Time Appointment or Part-Time Appointment at the time the Leave commences; and
    - c) the Member makes application, qualifies for and receives Employment Insurance Benefits.
  - 1.2.1 A Member who qualifies under the provisions in Clause 1.2 is eligible for a maximum of seventeen (17) weeks paid Leave under the conditions set out in Clauses 4, 4.1 and 4.2.
- 1.3 A Member's Pregnancy Leave ends:
  - a) if she is entitled to Parental Leave, seventeen (17) weeks after the Pregnancy Leave began;
  - b) if she is not entitled to Parental Leave, on the day that is the later of:
    - (i) seventeen (17) weeks after the Pregnancy Leave began, and
    - (ii) six (6) weeks after the birth, stillbirth or miscarriage.

2. In accordance with the Article *Income Security*, the Employer shall grant Sick Leave for absences from work due to illness or injury, including illness or injury related to pregnancy.
- 2.1 Members who do not meet service eligibility requirements for Pregnancy Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements. For example, a Member who does not qualify for Pregnancy Leave may be eligible to request Compassionate Leave, Leave of Absence, sick leave, Reduced Workload or Alternative Workload in accordance with this Collective Agreement or other leave entitlements under the *Employment Standards Act*.

### **Parental/Adoption Leave**

3. A Member who becomes a parent of a newborn or newly adopted child or who takes custody of a child who is being placed for adoption with the Member, shall be entitled to Parental/Adoption Leave of up to thirty-five (35) weeks if the Member has also taken Pregnancy Leave, or of up to thirty-seven (37) weeks otherwise. Such a Member shall be granted Parental/Adoption Leave upon notification in writing to her or his Chief Librarian or Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence, subject to the following:
  - a) except where the Leave is to be taken by the birth mother of a child, the Leave shall commence no later than fifty-two (52) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s).
  - b) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave shall commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made.
  - c) in the case of an adoption where the Member travels in order to bring the child into the Member's care or custody, at the discretion of the Member, the Parental Leave may commence on the date such travel begins.
  - d) in the case where a newly adopted child is hospitalized within four (4) weeks of the child's coming into the care and custody of the Member, a Member may postpone Parental/Adoption Leave by the number of weeks the child is hospitalized. In such circumstances, the Member may apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.
- 3.1 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during

## *Pregnancy and Parental/Adoption Leave*

his or her Parental/Adoption Leave provided that:

- a) the Member qualifies for Parental/Adoption Leave under Clause 3;
- b) the Member has been employed by the University on a continuous regular Full-Time basis for a period of one (1) year or more at the time the Leave commences and is Full-Time at the time the Leave commences;
- c) the Member makes application, qualifies for and receives Employment Insurance Benefits.

3.1.1 A Member who qualifies under the provisions in Clause 3.1 is eligible for a maximum of twenty-four (24) weeks paid Leave, inclusive of any paid Leave received under Clause 1.2.1, under the conditions set out in Clauses 4, 4.1, and 4.2.

3.1.2 Members who do not meet service eligibility requirements for Parental/Adoption Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements. For example, a Member who does not qualify for Pregnancy Leave may be eligible to request Compassionate Leave, Leave of Absence, sick leave, Reduced Workload or Alternative Workload in accordance with this Collective Agreement or other leave entitlements under the *Employment Standards Act*.

### **Supplementary Employment Insurance Benefits**

4. The details of SEIB are as follows:

- a) 100% of salary at the time of the initiation of the Leave paid by the Employer, for the initial two-week waiting period prior to the commencement of the Employment Insurance Benefits and;
- b) the difference between Employment Insurance Benefits receivable and 95% of the salary at the time of the initiation of the Leave, paid by the Employer.

4.1 In no case shall the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance Benefits and any other earnings received by the Member exceed 100% of the Member's salary at the time of the initiation of the Leave.

4.2 In the case where both parents are employees of The University of Western Ontario, the twenty-four (24) weeks may be taken by one parent or shared between the two parents.

### **Payment of Benefits**

5. Where a Member is receiving benefits under the SEIB in accord with the provisions of Clause 4, the Employer will continue the Member on full benefits. Any costs normally paid by the Member will be deducted by the Employer from the benefits available under the SEIB.
- 5.1 Vacation entitlement will continue to accrue while a Member is on Pregnancy and/or Parental/Adoption Leave.

### **Continuous Service**

6. The Leaves defined in this Article shall not be considered a break in service.

### **General Considerations**

7. In the case of a Member on a Probationary Appointment, the Promotion and/or Continuing Appointment process shall be postponed for one (1) year for a Member who, by the time the Committee's consideration commences, has or will have taken a Pregnancy and/or Parental/Adoption Leave, alone or combined with other leaves, of at least twenty-four (24) weeks. Such a Member may elect to request early consideration in accordance with Clause 8 of the Article *Promotion and Continuing Appointment*.
8. Periods of Pregnancy and/or Parental/Adoption Leave shall be counted as time toward Professional Leave eligibility.
9. Upon return to work following a Pregnancy and/or Parental/Adoption Leave, the Member shall not be penalized for her or his absence or for the fact that she or he did not perform work during such Leave.
10. If a Member terminates employment with the University within six (6) months following the date of return from Pregnancy and/or Parental/Adoption Leave, the Member shall be indebted to the University for the sum of monies paid to them by the University under the Supplementary Employment Insurance Benefit during their leave. The amount owing shall be calculated as the percentage of the six month period when the Member was not employed by the University times the amount of Supplemental Employment Insurance Benefit paid.
11. In the event that a Pregnancy and/or Parental/Adoption Leave coincides with some or all of a Professional Leave, the Member is entitled to or postponement of the Professional Leave.
12. Members taking Pregnancy and/or Parental/Adoption Leave are not expected to work during the period of Leave. Members may, at their own option, elect to apply for research grants.

### *Pregnancy and Parental/Adoption Leave*

13. A Member who returns from Pregnancy and/or Parental/Adoption Leave and a Member who is eligible for, but chooses not to take, such Leave may apply for a Reduced Workload Agreement. Such an application shall not be arbitrarily denied. Such an Agreement is governed by the relevant provisions of the Articles *Reduced Workload and Alternative Workload*.
14. A Member may end the Leave on a date earlier than that originally set out by providing written notice to the Member's Chief Librarian or Dean at least four (4) weeks before the earlier date.

## PRIVACY

1. The Employer and the Association and its Members acknowledge that the University is subject to the application of the Ontario *Freedom of Information and Protection of Privacy Act, (FIPPA)* R.S.O. 1990, Chap F.31 as amended. Without derogating from the principle of institutional responsibility, the Association and its Members shall take all proper and reasonable steps with respect to information under their joint or collective control to meet obligations under this Act.
- 1.1 Notwithstanding Clause 1, on matters where the Collective Agreement provides more rigorous protections or limitations than FIPPA, the Collective Agreement shall prevail.
2. Members providing in-class instruction may instruct students, staff, and visitors that any video or audio recording of classroom operations requires written permission of the Member.
3. Subject to the provisions of Clauses 1, 1.1, 3.2, 3.3, 3.4 and 4 of this Article, the Employer shall neither examine nor utilize the content of a Member's or former Member's Files without the Member's or former Member's written consent. For the purposes of this Article, Files are defined as:
  - a) records of teaching materials collected, prepared or maintained by a Member;
  - b) records respecting or associated with research conducted or proposed by a Member; and
  - c) records relating to a Member's Service activities in any form, under a Member's control and stored on University property.

Such Files do not include the Official File of a Member, materials pertaining to students, or official records of University committees.

- 3.1 Upon termination of a Member's employment for any reason, the Employer shall permit access, for a period of one (1) month, by the former Member or his or her legally authorized representative to his or her Files, in any form, for removing, destroying, purging, or any other purpose.
- 3.1.1 Upon termination of a Member's employment for any reason, any Files remaining after application of the provisions of Clause 3.1 shall, after a minimum of one (1) year's storage, be disposed of at the discretion of the Chief Librarian or Dean by:
  - a) offering them to the University Archives as a donation;
  - b) confidential destruction; or
  - c) retaining them for internal use.

## *Privacy*

- 3.1.2 Upon termination of a Member's employment for any reason, any Files retained under Clause 3.1.1 c) shall be disposed of at a later date by the Chief Librarian or Dean by:
  - a) offering them to the University Archives as a donation; or
  - b) confidential destruction.
- 3.2 Upon termination of a Member's Employment for any reason, the Member, within two (2) weeks of termination, shall provide the Employer with any records, excluding materials developed and maintained by a Member for use in a degree credit course, relevant to the Member's Professional Practice Responsibilities and remaining in the Member's possession.
- 3.3 Upon termination of a Member's Employment for any reason, the Member, within two (2) weeks of termination, shall provide the Employer with any records of evaluation of students and any material containing the personal information of students, relevant to the Member's Professional Practice Responsibilities and remaining in the Member's possession.
- 3.4 Notwithstanding the provisions of Clauses 3 and 3.1 above, the Employer shall have access to a Member's Files for the operational requirements of the University when the Member is unable to provide or consent to access to them.
4. The Employer shall not inspect a Member's paper files, including Files as defined in Clause 3 above or engage in electronic monitoring or other scrutiny of any mass storage device(s) of a Member's computer(s) or of a Member's Internet, phone, photocopier data, or e-mail usage in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files or the files in any form or on the mass storage device(s), the electronic mail communications of Members, or details of Internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security or health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity. Where the Employer or a Member has a concern involving security or other misuse of computer equipment, the Employer shall provide clear notification of its intended activities to the affected Members and to the Association, together with the reasons for them. This provision may be waived after consultation with the President of the Association.
  - 4.1 In case of conflict between the provisions of any University privacy guidelines or policies and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply.
5. No Member shall make confidential or proprietary information of the University available to persons who are not intended to have access to such information until made generally available to members of the public. Nor shall a Member use such information for the personal benefit of the Member or any person of his or her immediate family. Any such use of information shall be considered a conflict of

interest and shall be subject to the provisions of the Article Conflict of Interest and Conflict of Commitment.

### **Fair Information Practices**

6. Sections I, III and IV of the *UWO Guidelines on Access to Information and Protection of Privacy, Manual of Administrative Policies and Procedures 1.23* (hereafter referred to as MAPP 1.23) effective date May 23, 1996, shall be incorporated into this Collective Agreement and shall continue to apply to the Employer, the Association and the Members throughout the life of this Collective Agreement, except as specified in Clauses 6.1 and 6.2.
  - 6.1. In the case of conflict between the provisions of MAPP 1.23, or any successor policy, and any other provisions of this Collective Agreement, such other provisions of this Collective Agreement shall prevail. In the case of conflict between the provisions of MAPP 1.23 and/or this Collective Agreement and any relevant privacy legislation, the provisions of the legislation shall prevail. In particular, in case of conflict between the *Ontario Freedom of Information and Protection of Privacy Act (FIPPA)*, or any rulings flowing from that Act, and MAPP 1.23 or successor and/or this Collective Agreement, FIPPA and such rulings shall prevail.
  - 6.2 The Association shall be consulted regarding any new privacy policy or changes to MAPP 1.23, and any such change(s) shall be incorporated into this Collective Agreement, once duly approved and promulgated, subject to Clause 6.1.
7. Before contracting with a third party for the collection, storage, or use of Member's Personal information or the content of Members' Files the Employer shall take all reasonable steps to ensure that the terms of any agreement with such third party require that the third party will securely collect, store and/or use the information and protect the privacy of the Member(s)' personal information and contents of Members' Files, and that the Employer's obligations under the *Freedom of Information and Protection of Privacy Act (Ontario)* as it may be amended and/or replaced from time to time are addressed. In the event of a material privacy breach involving personal information or the content of a Member's File, the Employer shall notify the affected Member of the breach and of measures taken to address the breach. The Employer shall also notify a Member of any requests received by the Employer or by the third party (if known by the Employer) for disclosure of personal information of the Member or content contained in the Member's Files, unless prohibited by law or court order from doing so. Where the Employer ought reasonably to know that an agreement principally provides for the third party storage of Members' personal information or the contents of Members' files, the Employer shall, as soon as is reasonably practicable following execution of the agreement, provide notice of the agreement to the Association.

### **Surveillance**

## *Privacy*

8. The Association shall be consulted regarding any new or changed policy related to electronic surveillance.
9. The Employer shall provide the Association with information on the number of cameras and general location (building, floor and department) of all known video-monitoring devices in the workplace used for the purpose of general safety and security. Such a report shall be provided quarterly in writing, or by access to a website. It is understood that these devices shall not be used for performance evaluation purposes.

## PROFESSIONAL EXPENSE REIMBURSEMENT

1. Each Member holding a full-time Appointment may claim Reimbursable Expenses. The dollar value of the PER shall be determined based upon allocation of flexible benefits credits as described in Clause 24.1 of the article *Compensation and Benefits*.
2. Each Member holding a part-time Appointment may claim Reimbursable Expenses up to a base value of \$450 for each Calendar Year.
3. Reimbursable Expenses include professional expenses such as:
  - a) membership fees for professional associations and/or learned societies related to the Member's professional role;
  - b) subscriptions to professional, learned or industry-related periodicals;
  - c) books, instruments, supplies, materials, computer software and hardware, the purchase or lease of equipment and services;
  - d) page and reprint charges or costs incurred in the course of the Member's Responsibilities;
  - e) registration fees for the Member to attend professional or scholarly conferences, institutes, meetings, seminars or workshops;
  - f) transportation, food and accommodation, according to the University travel policies, for the Member for professionally related activities; and
  - g) academic regalia.
4. The University retains title to all materials and equipment purchased.
5. Members who are required by the Employer to travel to conferences or meetings shall be fully reimbursed for all approved expenses eligible under University travel policy. The reimbursement for required travel under this Clause shall not count as a Reimbursable Expense for Professional Expense Reimbursement.
6. Members shall apply for reimbursement through the University's on-line system and shall submit receipts for expenditures covered under Clauses 1 and 2 of this Article to the Chief Librarian or Dean for approval each year during the period from February 1 to March 31. Claims for eligible expenses exceeding \$500 may be made at any time of the calendar year. Reimbursement shall occur within one (1) month of submission to Financial Services.
7. Any unclaimed portion of the amounts allocated for the calendar years 2015, 2016, 2017 or 2018 may be utilized for eligible Reimbursable Expenses incurred

### *Professional Expense Reimbursement*

in a subsequent year provided the claim has been submitted for approval by March 31, 2019.

8. If a Member's Reimbursable Expenses exceed the amount allocated for the calendar years 2015, 2016, 2017 or 2018, the non-reimbursed portion of such excess may be claimed in a subsequent calendar year, provided the claim has been submitted for approval by March 31, 2019.
9. The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by the Canada Revenue Agency (CRA); the Member accepts responsibility for any subsequent adverse judgment by CRA.

## PROFESSIONAL LEAVE

### Academic Activity Leave

1. The purpose of Academic Activity Leave is to allow a Member's Workload to consist exclusively of activities defined by the Member's Responsibilities in the area of Academic Activity.
2. Only Members holding a Continuing Appointment with at least 10% Academic Activity Responsibility are eligible for Academic Activity Leave.
  - 2.1 Subject to Clause 7, Members with Academic Activity Responsibility shall accrue eligibility for Academic Activity Leave at the rate of one and one half (1.5) months' leave for each full year of continuous service from date of appointment if applying for a first Academic Activity Leave, or from date of completion of the last Academic Activity Leave, to a maximum of nine (9) months.
  - 2.2 An eligible Member may apply for his or her first Academic Activity Leave after three (3) years of continuous service from his or her date of first appointment to The University of Western Ontario as a Librarian or Archivist. Members with accrued eligibility are entitled to apply for subsequent Academic Activity Leaves in accordance with Clause 5 below.
  - 2.3 Subject to the provisions of Clauses 2, 2.1, and 2.2 of this Article, a Probationary Member who is being considered for Continuing Appointment is eligible to apply for Academic Activity Leave to begin after Continuing Appointment is achieved.

### Study Leave

3. The purpose of a Study Leave is to allow a Member's Workload to consist exclusively of activities which permit the Member's professional development through independent study.
4. Only Members holding a Probationary or Continuing Appointment are eligible for Study Leave.
  - 4.1 Members shall accrue eligibility for Study Leave at the rate of two (2) weeks of leave for each full year of continuous service from date of appointment if applying for a first Study Leave, or from date of completion of the last Study Leave, to a maximum of eight (8) weeks.
  - 4.2 An eligible Member may apply for his or her first Study Leave after three (3) years of continuous service from his or her date of first appointment to The University of Western Ontario as a Librarian or Archivist. Members with accrued eligibility are entitled to apply for subsequent Study Leaves in accordance with Clause 5 below.

### General

## *Professional Leave*

5. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, at least twelve (12) months of continuous service shall elapse between any two (2) successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Chief Librarian or Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
- 5.1 A Member may accrue eligibility for both Academic Activity Leave and Study Leave simultaneously and may take such leaves in combination in which case they shall be counted as a single Professional Leave for the purpose of Clause 5.
6. The period of service accumulating towards eligibility to apply for a Professional Leave may be interrupted by other Leaves allowed under this Agreement. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, if the total period of Leave exceeds three (3) months in any one (1) calendar year, none of the Leave period shall count towards the time accumulating towards eligibility to apply for a Professional Leave.
- 6.1 The period of service accumulating towards eligibility to apply for a Professional Leave shall include periods of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave.
7. Any agreement made between the Employer and a Member under the provisions of the Articles *Alternative Workload* and *Reduced Workload* shall contain explicit provisions defining the method by which Professional Leave eligibility will be calculated during the period of the Alternative Workload or Reduced Workload agreement.
8. Members who have been appointed directly from a position as a Librarian or Archivist at another University may be granted a maximum of two (2) years' credit for service. Subject to this maximum, the service shall normally count at the rate of one (1) year Professional Leave credit for each two (2) years of service. The extent to which service will count towards eligibility to apply for a Professional Leave must be agreed upon at the time of the Member's Appointment and must be stated in the Member's Letter of Appointment.
9. All Professional Leaves shall be at 85% of salary. Benefits shall be maintained based on the Member's nominal salary.
10. A Member on Professional Leave shall undertake a full-time commitment to Academic Activity (in the case of Academic Activity Leave) or Study (in the case

of Study Leave), and shall not accept paid employment that conflicts with this commitment. Total employment income during the Professional Leave shall not exceed 125% of normal salary without the prior approval of the Provost.

11. A Member applying for a Professional Leave shall provide the following to the Chief Librarian or Dean or designate:
  - a) an up-to-date *curriculum vitae*;
  - b) a detailed and clear plan for the Leave, including a description of the nature and location of the activities to be undertaken during the Leave, along with a description of the expected outcomes, and a copy of all invitations if the Member intends to spend all or part of the Leave at one or more locations other than the Member's normal, assigned workplace;
  - c) if applicable, a copy of the report submitted after the previous Professional Leave;
  - d) the requested start and end date, and a description of all leaves taken (including dates of departure and return) in the previous seven (7) years;
  - e) a copy of the Member's Letter of Appointment, if this letter deals with Professional Leave credit referred to in Clause 8 above;
  - f) a statement of any external financial support to be sought for this leave;
  - g) other documents, if any, demonstrating the Member's progress or accomplishments in the Member's Responsibilities as defined in the Article *Responsibilities of Members*, during the previous six (6) years; and
  - h) any evidence of progress or accomplishment in Librarianship or Archival Practice.
- 11.1 The Member shall submit these documents to the Chief Librarian or Dean or designate:
  - a) by July 1 of each year for a Professional Leave to commence in the following calendar year; or
  - b) by January 1 of each year for a Professional Leave to commence in the July 1 to December 31 period of that calendar year. Such applications shall be subject to availability following consideration of applications made under (a) above, as well as the restrictions of Clauses 12.3 and 12.4 below.
12. The Member's application shall be evaluated by the Chief Librarian or Dean or designate using the following criteria:
  - a) the application is complete and accurate;

## *Professional Leave*

- b) the Member meets the eligibility criteria:
  - (i) for Academic Activity Leave, as set out in Clauses 2, 2.1, 2.2, 2.3, 5, 5.1, 6, 6.1, 7 and 8 of this Article; and
  - (ii) for Study Leave, as set out in Clauses 4, 4.1, 4.2, 5, 5.1, 6, 6.1, 7 and 8 of this Article;
- c) the Member has a satisfactory record of accomplishment in Responsibilities, as defined in the Article Responsibilities of Members, during the previous six (6) years. The evaluation of the Member's record of accomplishment shall include:
  - (i) the written Annual Reports and Annual Review Reports of the preceding years; and
  - (ii) any other evidence of progress or accomplishment in Academic Activity that is submitted by the Member;
- d) the proposed activities and the expected outcomes are viable and credible, and consistent with the purpose of the type of Professional Leave applied for;
- e) the report on the previous Professional Leave, if any, provides evidence that the applicant's ability to contribute to his or her role will be enhanced by a Professional Leave;
- f) the Member is able to comply with the provisions of Clause 17 of this Article; and
- g) considerations following from the restrictions in Clauses 12.3 and 12.4 below, including, but not limited to, consequences to the Member that may arise from deferral, shortened period, alternate period or refusal of the Leave.

12.1 If the Chief Librarian or Dean or designate finds in the initial consideration of the application for a Professional Leave that the application may not meet the criteria listed in Clause 12 above or cannot otherwise be granted under Clause 12.3 or 12.4 below, she or he shall send a letter to the applicant asking for more information and/or suggesting an alternate or shortened period of leave or deferral of the leave. If, after receiving the Member's response (or no response is forthcoming within two (2) weeks of the request), the Chief Librarian or Dean or designate still finds that the application may not meet the criteria listed in Clause 12 above or cannot otherwise be granted under Clause 12.3 or 12.4 below, the Chief Librarian or Dean or designate shall provide the applicant with a letter describing the manner in which, in the Chief Librarian or Dean or designate's view, the criteria have not been met. This letter shall contain an invitation to the applicant to meet with the Chief Librarian or Dean or designate.

At such a meeting, the Member may be accompanied by a representative of the Association. The meeting with the applicant will take place before the Employer makes his or her decision, unless the applicant declines the invitation, or fails to meet with the Chief Librarian or Dean or designate within two (2) weeks of the letter being sent.

- 12.2 The Chief Librarian or Dean or designate shall within thirty (30) days after the application deadlines in Clause 11.1 above recommend that the Employer approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve shall be accompanied by written reasons.
- 12.3 To ensure operational requirements are met, in any Unit of five (5) Members or fewer, no more than one (1) Member may be on a Professional Leave at any one time.
- 12.4 The Employer shall approve Professional Leave applications which meet the criteria in Clause 12 above to a maximum of two (2) full-time equivalent positions per year.
13. In the judgment of the Chief Librarian or Dean, it may be necessary for a Member to postpone or shorten his or her Professional Leave in order to ensure the effective functioning of the Member's Unit. If an approved Professional Leave is so postponed, the period of deferral shall, subject to the eligibility provisions of this Article, count towards eligibility to apply for a subsequent Professional Leave. If an approved Professional Leave is so shortened, the period by which the Leave is shortened shall remain as a period which may be taken in a subsequent Professional Leave.
14. A Member granted a Professional Leave may request a Moving Expense Reimbursement and/or a Research Grant, in lieu of a portion of his/her salary, while on Professional Leave in accordance with Clauses 27 through 27.4 in the Article *Compensation and Benefits*.
15. Upon completion of a Professional Leave, the Member shall, within three (3) months, provide the Chief Librarian or Dean with a report describing the activities undertaken during the Professional Leave and the actual and anticipated outcomes.
16. Approval of a Professional Leave shall not increase the workload of other Full-Time Members in the Unit.
17. A Member on a Professional Leave shall return to his or her position for a period equal to the length of the Leave. Should a Member not satisfy this condition, he/she will be indebted to the Employer for the sum of monies paid to him/her by the Employer during his/her Leave, unless the Employer waives such obligation.
18. Notwithstanding the provisions of Clauses 2.1, 2.2, 2.3, 4.1 and 4.2 of this Article, all Members who were employed as a Librarian or Archivist on the date of

## *Professional Leave*

certification shall commence accrual of service for the purposes of eligibility under this Article, commencing on the date of certification.

19. If a Member has made prior agreement with the Chief Librarian or Dean to receive the same assessment as in the year prior to Professional Leave, then the Member is not required to submit an Annual Report. Such option shall be requested in the application for Professional Leave.

## PROMOTION AND CONTINUING APPOINTMENT

### General Clauses

1. Unless otherwise provided for in this Collective Agreement, this Article applies only to Members with Probationary or Continuing Appointments, as defined in the Article *Appointments*.
2. The Employer shall promote Members only in accordance with the provisions of this Article.
3. Promotion and the granting of Continuing Appointment by the Employer shall be on the basis of performance in Professional Practice, Academic Activity, and Service in relation to relevant criteria outlined in this Article. The range of duties encompassed by each of Professional Practice, Academic Activity, and Service is defined in the Article *Responsibilities of Members*. Performance in each area of Responsibility shall meet the expectations for the Associate Rank if the Member is considered for Continuing Appointment, and shall meet the expectations for the desired Rank if the Member is considered for Promotion. Successful performance in Professional Practice will be considered the primary criterion for Promotion and Continuing Appointment. Contributions to Service shall be recognized as a criterion in Promotion and Continuing Appointment.
- 3.1 In the application of the provisions of this Article, the relative significance accorded to Professional Practice, Academic Activity, and Service shall be subject to any arrangements described in the Letter of Appointment and any other arrangements made under the provisions of the Collective Agreement.

### Committee on Promotion and Continuing Appointment

4. With the exception of the chair position, Members shall elect a Committee on Promotion and Continuing Appointment annually by July 1.
- 4.1 The Committee on Promotion and Continuing Appointment shall include:
  - a) either the Chief Librarian or designate from Western Libraries who shall chair the Committee for Western Libraries Members, or the appropriate Dean or designate who shall chair the Committee for non-Western Libraries Members, but shall not vote except to break a tie;
  - b) four (4) voting Members at large, elected by the Members, who shall serve for the consideration of all Members' Files;
  - c) one (1) voting Archivist Member, elected by the Members, who shall serve only for the consideration of Archivist Members' Files; and
  - d) one (1) Member, elected by the Members as an alternate, who shall replace a Member who is temporarily unable to serve.

## *Promotion and Continuing Appointment*

- 4.2 All voting members of the Committee on Promotion and Continuing Appointment shall hold Continuing Appointments.
- 4.3 The term of all elected members shall be two (2) years, with the terms of the four (4) voting Members at large staggered to ensure continuity.
- 4.3.1 Should a Committee on Promotion and Continuing Appointment have carriage of a Continuing Appointment file, it shall complete its work notwithstanding the election of a new Committee on Promotion and Continuing Appointment.
- 4.4 If an elected member on the Committee on Promotion and Continuing Appointment resigns from the Committee, the Members shall elect a replacement for the balance of his or her term.
- 4.5 The Committee shall consider all Promotion and Continuing Appointment applications.
- 4.6 Meetings of the Committee on Promotion and Continuing Appointment shall have quorum; quorum here is defined as two-thirds of the Committee plus the chair.
- 4.7 The Committee on Promotion and Continuing Appointment shall be convened by the chair.
- 4.8 If an elected member of the Committee on Promotion and Continuing Appointment is to be considered for Promotion, he or she shall retire from the Committee during that Academic Year and the alternate shall serve.
- 4.9 In consideration of any application for Promotion or Continuing Appointment, should any voting member of the Committee on Promotion and Continuing Appointment have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment*, or where there is bias or a reasonable apprehension of bias, that member shall withdraw from consideration of the relevant case or cases and shall be replaced by the alternate member. Should the chair have a conflict of interest, the Provost shall appoint a replacement.
- 4.10 Subject to the provisions of Clauses 4.7 and 4.8 above, all voting members of the Committee on Promotion and Continuing Appointment present at the Committee's deliberations shall vote on the Committee's recommendations. While all members shall endeavour to participate in all meetings of the Committee, members who have missed meetings shall not be excluded from future meetings. No voting member present may abstain from voting, even if such a Member has not been present at all previous meetings to consider a given File.
- 4.11 The Committee may call on the relevant expertise of persons not on the Committee.
- 4.12 All deliberations of the Committee on Promotion and Continuing Appointment shall be confidential.

- 4.12.1 The provisions of Clause 4.12 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.
- 4.13 Any stenographic or other notes, including originals, taken during meetings of the Committee on Promotion and Continuing Appointment by someone who is not a member of the Committee shall be placed in the Promotion and Continuing Appointment File and shall be considered part of the File. This provision applies to such notes taken during any meetings of the Committee, including meetings before the Provost receives the File and meetings that may occur if the Provost returns the File to the Committee under the provisions in Clauses 22.2 and 22.3 of this Article. Such notes shall be treated in the same manner as letters under Clause 6.4 of this Article; i.e., information enabling identification shall be removed.
- 4.14 The Employer shall report the membership of the Committee on Promotion and Continuing Appointment to the Association by no later than July 30.

**Promotion and Continuing Appointment File**

5. A Promotion and Continuing Appointment File shall be opened and maintained for each Member eligible for Promotion or Continuing Appointment. The File shall include:
- a) an updated *curriculum vitae*, submitted by the Member;
  - b) a copy of the Letter of Appointment provided to the Member at the time of initial Appointment.
  - c) a copy of the Member's job description;
  - d) a copy of any document concerning arrangements made under any of the provisions of this Collective Agreement that alters the balance between the Member's Responsibilities.
- 5.1 At least one week before the Committee on Promotion and Continuing Appointment meets to begin its consideration and evaluation of the Promotion and Continuing Appointment File, the following shall be added to the Promotion and Continuing Appointment File:
- a) an updated *curriculum vitae*, submitted by the Member;
  - b) a letter of recommendation from the Member's immediate supervisor;
  - c) for a Member with a Probationary Appointment under consideration for Promotion and/or Continuing Appointment, copies of all documents related to the Article *Annual Report and Review* for the current year and previous four years from the Member's Official File;
  - d) for a Member with a Continuing Appointment under consideration for Promotion, a chart of all performance categorizations, as assessed under

## *Promotion and Continuing Appointment*

Clause 11 of the Article *Annual Report and Review*, for each of Professional Practice, Academic Activity and Service;

- e) any letters of recommendation solicited by the Member, which shall be sent directly to the Chief Librarian or Dean;
- f) letters received by the Chief Librarian or Dean following a public solicitation for comments on the Member's performance;
- g) letters from arm's-length referees as required by Clauses 13.1 and 13.1.1 of this Article;
  - (i) the letters from referees shall be solicited by the Chief Librarian or the Dean;
  - (ii) the referees shall be chosen by the Chief Librarian or Dean from a list supplied by the Member. Where possible, the number of referees listed by the Member shall be three (3) times the number of referees to be chosen. The Chief Librarian or Dean may add names to this list, but if he or she does so, the Member shall be allowed the opportunity to object in writing to the names added by the Chief Librarian or Dean on the ground of the referee's lack of expertise or because of some direct academic or personal dispute. Any such objection shall be placed in the Member's Promotion and Continuing Appointment File;
  - (iii) the list of names supplied by the Member shall include a description of the qualifications of each referee, the areas of the Member's Responsibilities on which the referee might be expected to comment, and any previous interactions with the referee that might lead to a perception of bias in the referee's assessment of the Member's performance;
  - (iv) each referee shall be asked to comment on the candidate's performance in the areas of Professional Practice, Academic Activity, and Service on the basis of the referee's knowledge of the candidate's work and/or the dossier submitted to the referee; and
  - (v) each referee shall be provided with the relevant criteria for Promotion and/or Continuing Appointment as they are set out in Clauses 11 through 16.1.
- h) a written submission from the Member, articulating his or her case for Promotion and/or Continuing Appointment and summarizing his or her relevant contributions, activities, and accomplishments; and
- i) a table of contents listing all documents in the package, and signed by the Member and the Chief Librarian or Dean.

6. The Member shall be given advance notice of when the File will be ready for review, and shall have at least two (2) working days to complete the review and sign the table of contents.
- 6.1 Once the Member has signed the table of contents referred to in Clause 5.1 i) above, no further documentation shall be added to the Promotion and Continuing Appointment File, except as provided for subsequently in this Article, or by mutual agreement of the Member and the Chief Librarian or Dean.
- 6.2 Any letters referred to in Clause 5.1 above that arrive after the table of contents has been signed by the Member and before the Committee on Promotion and Continuing Appointment meets to begin its consideration and evaluation of the File shall be added to the File. In such circumstances, the Member shall be given the opportunity to examine and copy the letter(s) (subject to Clause 6.4 below) at least three (3) working days before the Committee on Promotion and Continuing Appointment meets to begin its consideration and evaluation of the File. During this time the Member may add to the Promotion and Continuing Appointment File under the provisions of Clause 5.1 h) above.
- 6.3 It is the Member's responsibility to provide the items described in Clauses 5.1 a), 5.1 g) (iii) and 5.1 h) above within four (4) weeks of any request by the Chief Librarian or Dean that the Member do so. The Chief Librarian or Dean may extend this period in the event that circumstances beyond a Member's control make it impossible to respond within the four (4) week period.
- 6.4 A Member shall have the right to a copy of any document in his or her File, including letters. However, in accord with the University's policy of maintaining confidentiality, before the Member receives a copy of such a letter, all information that would reveal the identity of the author(s) shall be removed.
- 6.5 Subject to Clause 6.6 below, a Member may withdraw his or her File from consideration by the Committee on Promotion and Continuing Appointment at any time prior to the Committee's formulation of its recommendation. Such withdrawal must be in writing and submitted to the chair. In such a case, the Member's File shall continue, except that the Member may choose either to include all letters or to exclude all letters obtained in accord with Clause 5.1e) above.
- 6.6 If a Member who holds a Probationary Appointment, and who is being considered for a Continuing Appointment in the last year of his or her probationary period, withdraws his or her File from consideration by the Committee on Promotion and Continuing Appointment under the provisions of Clause 6.5 above, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.

**Consideration for Promotion and/or Continuing Appointment**

## *Promotion and Continuing Appointment*

7. For a Member holding a Probationary Appointment at the General Rank, the Chief Librarian or Dean or designate shall initiate consideration for Promotion to a Probationary Appointment at the Assistant Rank, within the first month of the last year of the Member's probationary period at the General Rank and shall, at the same time, initiate the public solicitation for comments on the Member's performance as specified in 5.1 f) above. The Chief Librarian or Dean or designate shall inform the Member, in writing, of the initiation for consideration for Promotion and the documents required in Clauses 5.1 a), and 5.1 h) above. The Member shall supply the items within four (4) weeks of the invitation. The Chief Librarian or Dean may extend this period in the event that circumstances beyond a Member's control make it impossible to respond within the four (4) week period.
- 7.1 For a Member holding a Probationary Appointment at the Assistant Rank or higher, the Chief Librarian or Dean or designate shall initiate consideration for Promotion and/or Continuing Appointment within the first month of the last year of the Member's probationary period and shall, at the same time, initiate the public solicitation for comments on the Member's performance as specified in 5.1 f) above. The Chief Librarian or Dean or designate shall inform the Member, in writing, of the initiation for consideration for Promotion and/or Continuing Appointment and the documents required as specified in Clause 5.1 above.
- 7.2 A Member at Associate Rank may request that consideration for Promotion be started. Such a request must be made in writing to the Chief Librarian or Dean by March 1st, and must be accompanied by the items referred to in Clauses 5.1 a), 5.1 g) (iii) and 5.1 h) above. The Member shall, at the same time, inform his or her immediate supervisor that he or she has applied for Promotion. The Chief Librarian or Dean or designate shall acknowledge in writing receipt of the request within four (4) weeks of receipt and shall, at the appropriate time, initiate the public solicitation for comments on the Member's performance as specified in Clause 5.1 f) above. The acknowledgement shall indicate that the Member's File shall be considered by the Committee in the next Academic Year.
- 7.3 A Member may request the Employer consider granting an extension to the Member's Probationary Appointment where the Member has experienced extenuating circumstances which require accommodation under the *Ontario Human Rights Code*, and which limited the Member's ability to fully perform the duties of his or her position for a prolonged period such that progress toward Continuing Appointment is materially jeopardized. The Member shall bring evidence of extenuating circumstances to the attention of the Employer at the time of occurrence, or as soon as possible where health reasons precluded bringing the circumstances to the Employer's attention immediately.

### **Early Consideration for Promotion and/or Continuing Appointment**

8. A Member holding a Probationary Appointment at Assistant Rank or higher, who believes he or she has met the relevant criteria, may request early consideration

for a Promotion and/or Continuing Appointment, to be started no earlier than one (1) year from the beginning of his or her Probationary Appointment or promotion to his or her current Rank. The Member requesting consideration for Promotion and/or Continuing Appointment must submit the items specified in Clauses 5.1 a), 5.1 g) (iii) and 5.1 h) above, along with the request.

- 8.1 The Chief Librarian or Dean or designate shall acknowledge, in writing, receipt of the required items within four (4) weeks of receipt and, at the same time, shall initiate the public solicitation for comments on the Member's performance as specified in Clause 5.1 f) above.
- 8.1.1 The Member who is contemplating requesting that consideration for Promotion and/or Continuing Appointment be started early, in accordance with 7.2 above, may consult with her or his supervisor and/or the Chief Librarian or Dean before requesting such consideration.
- 8.1.2 In the case of early consideration for Promotion and/or Continuing Appointment, if the Promotion and Continuing Appointment Committee does not recommend Promotion and/or Continuing Appointment, the Member's Promotion and Continuing Appointment File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause 5.1 g) of this Article and applicable to this initial consideration for Continuing Appointment. The Committee's recommendation shall be placed in the File and the Member shall be considered again by the Committee once only, in the final year of the Probationary Appointment.

### **Criteria for Promotion and Continuing Appointment**

9. Criteria for Promotion and Continuing Appointment shall be applied in a consistent and uniform manner in accordance with the Appointment and with the Rank.
10. The Committee shall pay particular attention to the record of the Member's performance as evidenced by the documents listed in Clauses 5.1 c) or d) (as applicable) of this Article.
11. When a candidate is considered for Promotion, evidence relevant to the criteria listed in Clauses 14, 15, or 16 below shall be provided to the Committee. The Committee shall determine, based on the evidence, whether or not the candidate has established a record of performance within each area of the Member's Responsibilities, consistent with the candidate's Workload that meets the criteria for the desired Rank.
12. Promotion through the Ranks shall be on the basis of performance in Professional Practice, Academic Activity, and Service, as specified in the Article *Responsibilities of Members*.
13. Continuing Appointment shall be granted to a Member holding the Rank of Associate or Senior upon his or her successful completion of the probationary

## *Promotion and Continuing Appointment*

period as specified in the Member's Letter of Appointment or upon the successful completion of an early consideration for Continuing Appointment as specified in Clause 7.2 while also exhibiting a commitment to professional excellence and growth. The Member shall also have met the criteria, as specified in Clauses 15 or 16 below, established for achievement of the Rank of Associate or Senior, as appropriate.

- 13.1 For Promotion and/or Continuing Appointment at the Rank of Associate Librarian or Associate Archivist, there shall be four (4) referees, at least two (2) of whom shall be external to the Bargaining Unit or the University.
- 13.1.1 For Promotion and/or Continuing Appointment at the Rank of Senior Librarian or Senior Archivist, there shall be five (5) referees, at least three (3) of whom shall be external to the Bargaining Unit or the University.
14. A Member appointed or promoted to the Rank of Assistant Librarian or Assistant Archivist shall demonstrate a sustained record of achievement in Professional Practice, provide evidence of a proven ability to effectively use his or her professional education and demonstrate a capacity to develop and extend his or her expertise in Professional Practice and Academic Activity, as appropriate to his or her Responsibilities. The Member shall also demonstrate a satisfactory record of performance in the area of Service.
15. A Member appointed or promoted to the Rank of Associate Librarian or Associate Archivist shall demonstrate a sustained record of achievement in Professional Practice which demonstrates initiative, leadership and creativity. The Member shall demonstrate the ability to apply skill and critical thinking to problem-solving and shall provide evidence of continued growth in his or her expertise in Professional Practice. As appropriate to his or her Responsibilities, the Member shall provide evidence of Academic Activity and the dissemination of the results as defined in the Article *Responsibilities of Members*. The Member shall also demonstrate a satisfactory record of performance in Service.
- 15.1 For Promotion and/or Continuing Appointment at Associate rank, such Promotion and/or the granting of Continuing Appointment by the Employer is on the basis of a record of Academic Activity and not on the basis of potential to establish such a record. The evaluation of the record of performance in Academic Activity shall take into account quality, creativity and significance for librarianship or archival practice, as well as productivity. The Academic Activity record normally includes invited or refereed journal publications, invited or refereed papers or conference presentations, published monographs, or other vehicles or media, as are appropriate to the Member's area of Academic Activity, as described in the Article *Responsibilities of Members*. The Academic Activity record may also include any material deemed by the Member to be relevant including non-refereed articles, unpublished documents, works in progress and creative works as described in the Articles *Responsibilities of Members* and *Annual Report and Review*. However, in evaluating the record of performance, unpublished documents, work in progress, and results of Academic Activity that have not undergone evaluation

by peers shall be weighted accordingly. The written opinion of at least one arm's-length expert who is external to the University shall be included in the referees specified in Clause 13.1.

16. A Member appointed or promoted to the Rank of Senior Librarian or Senior Archivist shall demonstrate a sustained record of high accomplishment in the performance of Professional Practice and a record of sustained Academic Activity recognized by peers and colleagues both within and outside of the University. The Member shall provide evidence of the dissemination of the results of Academic Activity as defined in the Article *Responsibilities of Members*. The Member shall also demonstrate a satisfactory record of performance in the area of Service.
- 16.1 For Promotion and/or Continuing Appointment at Senior rank such Promotion and/or the granting of Continuing Appointment by the Employer is on the basis of an established record of Academic Activity and not on the basis of potential to establish such a record. The evaluation of the record of performance in Academic Activity shall take into account quality, creativity and significance for librarianship or archival practice, as well as productivity. The Academic Activity record normally includes invited or refereed journal publications, invited or refereed papers or conference presentations, published monographs, or other vehicles or media, as are appropriate to the Member's area of Academic Activity, as described in the Article *Responsibilities of Members*. The Academic Activity record may also include any material deemed by the Member to be relevant including non-refereed articles, unpublished documents, works in progress and creative works as described in the Articles *Responsibilities of Members* and *Annual Report and Review*. However, in evaluating the record of performance, unpublished documents, work in progress, and results of Academic Activity that have not undergone evaluation by peers shall be weighted accordingly. The written opinion of at least one arm's-length expert who is external to the University shall be included in the referees specified in Clause 13.1.1.

### **Consideration and Recommendations**

17. The Chief Librarian or Dean or designate shall inform all members of the Committee on Promotion and Continuing Appointment that the Member's Promotion and Continuing Appointment File is available for review within five (5) working days of the Member signing the table of contents under Clause 5.1 i) of this Article. Members of the Committee shall have at least five (5) working days in which to review the File. The Committee shall meet within fifteen (15) working days of the notice of the availability of the File to consider the Member's application.
- 17.1 Recommendations by the Committee on Promotion and Continuing Appointment shall be based on the evidence in the Promotion and Continuing Appointment File and as otherwise set out in Clauses 18 and 18.4 below. In reaching its recommendation, the Committee shall evaluate whether or not the Member has established a sufficiently strong record of performance to meet the criteria for

## *Promotion and Continuing Appointment*

granting of Promotion and/or Continuing Appointment in accordance with this Article.

18. Should the Committee or the Chief Librarian or Dean or designate have questions about the candidate's record of performance, the Committee Chair may request, in writing, additional information from the candidate. The chair shall forward this request to the candidate, and both the request and any information received shall be added to the Promotion and Continuing Appointment File. The Member shall respond to a request for additional information within 2 (two) weeks of receipt of the request. The Committee may extend this period in the event that circumstances beyond a Member's control make it impossible to respond to the Committee within the two-week period.
- 18.1 If, after receiving additional information, the Committee is considering a negative recommendation, the Committee must request, in writing, a consultation with the candidate. Before such consultation with the Member, the Committee shall, through its chair, provide the Member with a written statement describing the Committee's reasons for considering a negative recommendation. This statement shall be added to the Promotion and Continuing Appointment File.
- 18.2 Should the Member fail to meet with the Committee within four (4) weeks of a request for a consultation, the Member shall be deemed to have declined to meet with the Committee.
- 18.2.1 The Committee may extend this period in the event that circumstances beyond a Member's control make it impossible to meet with the Committee within the four-week period.
- 18.3 Should the Member so wish, he or she may be accompanied at the consultation by an Academic Colleague from his or her Unit, or by a person appointed by the Association.
- 18.4 The Member may provide additional documentation at this consultation, and any documentation provided by the Member shall be added to the Promotion and Continuing Appointment File.
19. Following deliberation, the Committee shall issue its recommendation, including reasons, in a document that shall be written by a member of the Committee other than the chair, who has been elected by the members of the Committee to undertake this task. All members of the Committee shall be provided with an opportunity to sign the Committee's recommendation to acknowledge that it is an accurate rendering of the Committee's decision.
- 19.1 A copy of the recommendation of the Committee shall be sent to the Member and the Member's immediate supervisor by the chair of the Committee.
20. In the case of a Member from a Unit other than Western Libraries, the Promotion and Continuing Appointment File shall also include a recommendation from the

Dean of the Member's Unit. The chair shall request such recommendation from the Dean.

21. Not later than ten (10) working days following receipt of the Committee's recommendation, the chair of the Committee on Promotion and Continuing Appointment shall place the Committee's recommendation, and the recommendation from the Chief Librarian or Dean, as applicable, with written reasons, in the Promotion and Continuing Appointment File and forward the File to the Provost.
  - 21.1 These recommendations shall not be grievable, except as part of a Grievance initiated according to Clause 23 below.
22. The Provost shall review the Promotion and Continuing Appointment File and consider the recommendations of the Committee on Promotion and Continuing Appointment and of the Chief Librarian or Dean, as applicable.
  - 22.1 The Provost may consult the Vice-Provost (Academic Planning, Policy and Faculty) and/or the Vice-President (Research) regarding the File. Any such consultation shall be documented in writing and this record shall be forwarded to the Member and to the Committee, and shall be included in the Promotion and Continuing Appointment File.
  - 22.2 If the Provost determines that the File is incomplete, or requires additional information in order to arrive at a decision, or has other concerns about the recommendation of the Committee on Promotion and Continuing Appointment and/or the Chief Librarian or Dean, he or she may return the File to the Committee with a written statement describing matters of concern. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have four (4) weeks from receipt of the written statement to provide the Committee on Promotion and Continuing Appointment with any information that may be required to respond to the Provost's concerns. Any information received from the Member shall be in writing and shall be placed in his or her File. The Committee shall consider the Provost's concerns and any additional information that has been placed in the File in accordance with the provisions of this Clause.
  - 22.3 If the Provost is considering denial of a recommendation from the Committee on Promotion and Continuing Appointment, he or she shall return the File to the Committee with a written statement describing matters of concern. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have four (4) weeks from receipt of the written statement to provide the Committee on Promotion and Continuing Appointment with any information that may be required to respond to the Provost's concerns. Any information received from the Member shall be in writing and shall be placed in the File. The Committee shall consider the Provost's concerns and any additional information that has been placed in the File in accordance with the provisions of

## *Promotion and Continuing Appointment*

this Clause. Following this consideration, the Committee Chair shall forward the Committee's response to the Provost within two (2) weeks.

- 22.4 The Provost shall either approve or deny each recommendation for Promotion and/or Continuing Appointment made by the Committee on Promotion and Continuing Appointment and shall notify the Member, the Chair of the Committee on Promotion and Continuing Appointment, and the Member's immediate supervisor, in writing of his or her decision, within four (4) weeks of receipt of the Committee's recommendation or subsequent response.
  - 22.4.1 The effective date of a Promotion and/or Continuing Appointment for someone considered early pursuant to Clause 8. or 8.1 shall be the first day of the month following the month in which the Provost made the decision.
  - 22.4.2 The effective date of a Promotion to Assistant rank shall be the first day following the end of the two-year probationary period specified in Clause 4.1.1 of the Article *Appointments*.
  - 22.4.3 The effective date of a Promotion to Senior rank shall be the first day of the month following the month in which the Provost made the decision.
  - 22.4.4 In the case of a denial, the Provost shall provide reasons for his or her decision.
- 22.5 In the case of Probationary Appointments considered pursuant to Clauses 7 and 7.1 above, if the Provost approves a recommendation that Promotion and/or Continuing Appointment be denied, or if the Provost denies a recommendation that Promotion and/or Continuing Appointment be approved, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
- 22.6 In the case of Probationary Appointments considered pursuant to Clause 7 above, if the Provost approves a recommendation that Promotion be denied, or if the Provost denies a recommendation that Promotion be approved, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
- 22.7 Decisions regarding Promotion from the General rank to the Assistant rank; and decisions regarding Continuing Appointment shall be communicated to the Member no less than three (3) months prior to the end date of the Member's probationary period.
- 22.8 Decisions regarding Promotion at Senior rank shall be communicated to the Member within six (6) months of sign-off on the submission of the Member's Promotion and Continuing Appointment file.

## **Grievance**

23. Any Grievance of a denial of Continuing Appointment and/or Promotion shall be commenced at Step 2, according to the provisions of the Article *Grievance and Arbitration*.
- 23.1 Where the grounds for a Grievance of this decision are based in whole or in part on allegations of discrimination, as defined in the Article *Discrimination and Harassment*, the procedures of this Article and the Article *Grievance and Arbitration* shall apply in place of those in the Article *Discrimination and Harassment*.
24. Without in any way limiting the powers of an arbitrator under the Ontario *Labour Relations Act*, 1995, S.O 1995, c.1 Sched. A with respect to any matter covered by this Collective Agreement, in arbitrations pursuant to this Article, the arbitrator shall have the jurisdiction to examine and grant a remedy on any aspect of the process or decision leading to the Grievance, including but not limited to substantive or procedural errors, and/or bias or reasonable apprehension of bias.
- 24.1 In arbitrations pursuant to this Article an arbitrator shall not have the power to award Promotion or Continuing Appointment, but may prescribe other remedies, including but not limited to extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.
- 24.2 The provisions in Clause 24.2.5 of this Article are subject to the outcome of any Grievance referred to in Clause 23 of this Article.
- 24.3 If a Member on a Probationary Appointment has a Grievance arising from Clause 23 of this Article and pending beyond the end of the final year of the Member's Probationary Appointment, the Member's Appointment shall be extended for an additional four (4) months.
- 24.4 Where a Member chooses not to grieve the denial of Continuing Appointment, and his or her Probationary Appointment will end, he or she shall be entitled to a one (1) year Term Appointment with no change in terms and conditions except by mutual agreement, or a payment of fifty percent (50%) of his or her annual salary in lieu of the one (1) year Term Appointment.

**Disposition of the Promotion and Continuing Appointment File**

25. Following the Employer's notification described in Clause 22.4 above, the disposition of the Promotion and Continuing Appointment File shall be as follows:
- a) in the case of a Member at General Rank who has been considered for Promotion to the Rank of Assistant:
- (i) if the Member has been promoted, the Promotion and Continuing Appointment File shall be returned to the Chief Librarian or Dean, as appropriate, and retained for future consideration for Continuing Appointment and/or Promotion; or

## *Promotion and Continuing Appointment*

- (ii) if the Member has not been promoted, the File shall be returned to the Chief Librarian or Dean and retained for a period of seven (7) years and shall then be disposed of by confidential destruction. The File shall be available for the purposes of any Grievance referred to in Clause 23 above.
- b) in the case of a Member who has been considered for Promotion to the Rank of Senior:
  - (i) if the Member has been promoted, the Promotion and Continuing Appointment File shall be retained by the Chief Librarian or Dean for consideration for Continuing Appointment, if applicable, or for a period of seven (7) years once the Member has obtained Continuing Appointment and shall then be disposed of by confidential destruction; or
  - (ii) if the Member has not been promoted, the Promotion and Continuing Appointment File shall be returned to the Chief Librarian or Dean for future consideration for Promotion and/or Continuing Appointment. The curriculum vitae present in the File at this point shall remain in the File, along with a copy of any future updated *curriculum vitae*.
- c) in the case of a Member on a Probationary Appointment at a Rank below Senior, who has been granted a Continuing Appointment, the File shall be returned to the Chief Librarian or Dean for the purposes of Promotion;
- d) in the case of a Member on a Probationary Appointment at the Rank of Senior, who has been granted a Continuing Appointment, the File shall be returned to the Chief Librarian or Dean and retained for a period of seven (7) years and shall then be disposed of by confidential destruction; and
- e) in the case of a Member on a Probationary Appointment, who has been denied a Continuing Appointment, the File shall be retained by the Chief Librarian or Dean for a period of seven (7) years and shall then be disposed of by confidential destruction. The File shall be available for the purposes of any Grievance referred to in Clause 23 above.

### **Data to be Sent to Senate**

26. Before the conclusion of each Academic Year the Employer shall report to Senate, the Board and the Association both on an annual and a cumulative basis, sorted by gender and by such other designated groups for which data are available: the number of Members considered for Promotion and/or Continuing Appointment for each of Clauses 7, 7.1, 7.2, 8 and 8.1.

- 26.1 For each set of data, also sorted in the same fashion, the Committee's recommendation made under Clause 19 of this Article shall also be summarized, along with the Employer's decisions under Clause 22.4 of this Article.

**Transition Provisions**

27. Notwithstanding Clause 13 of this Article, a Member with a Probationary Appointment at the rank of General or Assistant Librarian or Archivist at the time of ratification of this Collective Agreement shall be eligible to be considered for Continuing Appointment at the rank of Assistant.
- 27.1 A Member with a Continuing Appointment at the rank of Assistant Librarian or Archivist, at the time of ratification of this Collective Agreement will not be required to achieve the rank of Associate to retain his or her Continuing Appointment.

## REASSIGNMENT

### General

1. This Article governs the Reassignment or severance of a Member resulting from the closure or reorganization of his or her position.
  - 1.1 This Article does not apply to the Reassignment of a Library Director or Department Head under Clause 3.3 of the Article *Library Directors and Department Heads*.
  - 1.2 With the exception of Clause 8 below, this Article applies to Probationary and Continuing Appointment Members only.
2. A reassigned Member's salary and benefit levels shall remain at least the same as before Reassignment.

### Reassignment Process

3. Where the Employer has determined that a Member's position is to be reorganized or closed, the Employer shall communicate to all directly affected Members that they will be offered reassignment or severance by registered letter three (3) months in advance of the effective date of the closure or reorganization of the position. The letter shall include an invitation from the Chief Librarian or Dean to meet to discuss the reasons for the closure or reorganization and details of possibilities for Reassignment (including Unit, job description and Responsibilities), where appropriate. The letter shall also include an offer of notice and severance under Clauses 6 and 7 of this Article. At the same time, the letter will be copied to the Association.
  - 3.1 If no possibility for Reassignment exists, the Member shall be advised and shall be offered notice and severance under Clauses 6 and 7.
  - 3.2 Within ten (10) working days of the receipt of the letter, the Member shall respond in writing to the Chief Librarian or Dean indicating if he or she will attend the proposed meeting. If the Member chooses to attend the meeting, it shall take place within twenty (20) working days of the Member's response.
4. At the meeting referred to in Clause 3 above, the Member and the Chief Librarian or Dean shall discuss fully the possible positions to which the Member could be reassigned and any professional development or retraining required for the Member to assume any of those positions. The Member may propose possible positions to which they believe they could be reassigned, in addition to those proposed by the Chief Librarian or Dean. The Member may be accompanied to such meetings by a representative of the Association. Any correspondence arising from the meeting shall be copied to the Association.

- 4.1 Within five (5) working days after the meeting specified in Clause 4, or the Member's notice that he or she will not attend the meeting offered in Clause 3, the Chief Librarian or Dean shall send in writing by registered letter an offer of Reassignment specifying the position (including Unit, job description and Responsibilities) to which the Member would be reassigned and any professional development or retraining required. Along with the offer of Reassignment, the Employer shall include the offer of notice of severance specified in Clauses 3 or 3.1.
- 4.1.1 When more than one Member is affected by a closure or reorganization occurring at the same time, offers of Reassignment specified in Clause 4.1 shall be sent to those Members within five (5) working days after the last of the meetings specified in Clause 4.
- 4.2 The cost of any required professional development shall be paid by the Employer. The Member shall be given time to complete any professional development requirements during working hours, whenever possible, with no loss of accrued vacation time. If the required professional development opportunities are not available during working hours, the Member shall be compensated with equal lieu time.
- 4.2.1 Retraining may include a program up to a maximum of one (1) year. The cost of any such retraining required by the Employer shall be paid by the Employer. Where such retraining constitutes less than 100% of Normal Workload and there is insufficient work available which the Member can perform during the period of retraining, the Member and Employer shall agree to an appropriate Reduced Workload arrangement under the Article *Reduced Workload*.
- 4.2.2 Where retraining is required as a result of Reassignment, the Chief Librarian or Dean and the Member shall discuss and agree upon the details of the required retraining, including additional qualifications and shall put the agreement in writing as part of the Member's acceptance of the Reassignment. The agreement shall include details of how success in meeting these qualifications shall be measured. The agreement may include an Alternative Workload arrangement to accommodate the Member's retraining.
- 4.2.3 The agreement shall also include provisions for meetings to discuss and assess progress at least at the mid-point and at the end of the retraining period. Any concerns that the Member is not meeting the terms specified in the agreement shall be stated in a letter to be sent by registered mail to the Member within two (2) weeks of these assessments. The Member may be accompanied to such meetings by a representative of the Association. Any correspondence arising from the meeting shall be copied to the Association.
5. The Member shall notify the Chief Librarian or Dean no later than twenty (20) working days after the meeting occurring under Clause 4, or the Member's notice

## *Reassignment*

that he or she will not attend the meeting offered in Clause 3, whether he or she will accept the offer of Reassignment or of Severance.

- 5.1 If the Member agrees to the Reassignment with professional development, the Member and the Chief Librarian or Dean shall sign an agreement stating the terms of the Reassignment, including the provisions specified in Clause 4.2. A copy shall be given to the Member, to the Member's immediate supervisor, and to the Association, and a copy shall be placed in the Member's Official File.
- 5.2 If the Member agrees to the Reassignment with retraining, the Member and the Chief Librarian or Dean shall sign an agreement stating the terms of the Reassignment, including the provisions specified in Clauses 4.2.1, 4.2.2 and 4.2.3. A copy shall be given to the Member, to the Member's immediate supervisor, and to the Association, and a copy shall be placed in the Member's Official File.
- 5.3 If the Member does not agree to the Reassignment then the Member shall be deemed to have accepted the offer of notice and severance under Clauses 6 and 7.

## **Notice and Severance**

6. Members with Probationary or Continuing Appointments shall be offered a notice period of three (3) months. The Employer may at its discretion offer to pay three (3) months' salary in lieu of notice.
  - 6.1 If the Member becomes eligible to retire within the notice period, he or she may elect to retire during the notice period rather than receive pay in lieu of notice.
7. Members with Probationary or Continuing Appointments, who do not elect to retire, shall be offered severance pay of the greater of:
  - a) one (1) month's salary for each year of service since the Member's Appointment as a Librarian or Archivist at Western, with a minimum of three (3) months' salary and a maximum of twelve (12) months' salary; or
  - b) severance pay under the *Employment Standards Act*.

Periods of paid leave shall count as service.

- 7.1 For the purposes of Clause 7 above, the monthly salary shall be based on the Member's regular annual salary at the time the offer of notice and severance is made.
- 7.2 If, subsequent to undergoing retraining as provided for in Clause 4.2.2, a Member has not attained the competencies or qualifications necessary to fulfill the Responsibilities of the reassigned position, any notice and severance which would be payable to the Member under Clauses 6 and 7 shall be reduced by the

amount paid to the Member in consideration of retraining, subject to the requirements of the *Employment Standards Act*.

8. A Member holding a Term Appointment shall be reassigned to an available position for which he or she is qualified until the end of his or her current term of Appointment. If no such position is available, or if the Member does not agree to the Reassignment, the Member shall be given twenty (20) working days' notice.
9. Termination of a Member's employment occurring through the application of the provisions of this Article does not constitute dismissal.

**General**

10. The Employer shall forward to the Association a copy of any correspondence related to notice and severance which is distributed to Members.
11. Any grievance arising from the application of this Article shall start at Step 2. Timelines shall commence on the day following receipt of the letter in 4.1.

## **RECOGNITION**

1. The Employer recognizes the Association as the sole and exclusive bargaining agent for members of the Bargaining Unit as defined by certificate number 3846-03-R dated September 15, 2004 of the Ontario Labour Relations Board. This document is attached at Appendix A. The certificate and subsequent amendments, if any, shall be incorporated into, and shall become part of, this Collective Agreement.

## REDUCED WORKLOAD

1. A Reduced Workload is one in which the Workload of a Full-Time Member is reduced from Full-Time to less than Full-Time but on a regular basis. Reduced Workload shall not normally be less than 50% of Normal Workload.
2. Notwithstanding the provisions of the Article *Alternative Workload*, the proportions of a Member's efforts devoted to each of Professional Practice, Academic Activity and Service may be altered by a Reduced Workload. One or both of Academic Activity or Service may be excluded from the Member's Workload under Reduced Workload.
3. A Member may apply to the Chief Librarian or Dean or designate (copied to the Member's immediate supervisor) for Reduced Workload. The Chief Librarian or Dean or designate shall not arbitrarily withhold approval, and any decision by the Chief Librarian or Dean or designate not to approve the application shall be accompanied by written reasons. The Chief Librarian's or Dean's or designate's response shall be sent to the Member within twenty (20) working days of receipt of the Member's application. The Chief Librarian's or Dean's or designate's approval of the application shall be contingent on agreement of the Member and the Employer to the provisions of the proposed Reduced Workload. These provisions shall accompany the approval and shall specify the period of the Reduced Workload, the proportion of Reduced Workload to Full-Time Workload, duties during the period of Reduced Workload, extensions to the probationary period, provisions for annual performance evaluation during and after the period of Reduced Workload, the rate of accrual of Professional Leave eligibility during the period of Reduced Workload, and the level of salary and benefits during the period of Reduced Workload including during any Professional Leave.
  - 3.1 Members shall apply in writing at least six (6) months before any Reduced Workload is to take effect. Application made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.
4. The Chief Librarian or a Member's Dean or designate may initiate discussion of a possible Reduced Workload for a Member at a meeting with the Member convened for the purpose, or at a meeting convened in accord with the provisions of Clause 11.4 of the Article *Annual Report and Review*. Following such a discussion, the Chief Librarian or a Member's Dean or designate may propose a Reduced Workload. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Reduced Workload is voluntary, and shall state that the Member has the right to have a representative of the Association present at any discussion of the proposal.
  - 4.1 Such a proposal shall be made at least six (6) months before the proposed Reduced Workload is to take effect.

## *Reduced Workload*

5. If the Member and Chief Librarian or Dean or designate agree on the provisions of the proposed Reduced Workload those provisions, including the provisions required by Clause 3 of this Article, shall be confirmed in writing and signed by the Member and Chief Librarian or Dean. Where the Reduced Workload is less than 50%, the written agreement shall include notice that participation in the Long Term Disability Plan is not available.
  - 5.1 An initial period of Reduced Workload shall run for part or all of an Academic Year, for consecutive Academic Years, until the end of the Member's contract, or, in the case of a Member with Continuing Appointment, for up to three (3) consecutive years.
  - 5.2 An initial period of Reduced Workload may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in accord with the provisions of this Article and must be made in writing at least six (6) months in advance. Approval of such application(s) shall not be arbitrarily withheld, and any decision not to approve the application shall be accompanied by written reasons. These subsequent periods may run for all or part of an Academic Year, or for a term of years, or until the end of the Member's contract, or until retirement.
6. The signed agreement produced in accord with the provisions of Clause 5 of this Article shall be forwarded to the Provost or Vice-Provost for final approval on behalf of the Employer. Such approval shall not be arbitrarily withheld and any decision by the Employer not to approve the proposal shall be accompanied by written reasons. The Employer's decision shall be forwarded to the Chief Librarian or Dean who shall forward a copy to the Member within twenty (20) working days of receipt of the signed agreement referred to in Clause 5 of this Article. A copy of each approved proposal shall be sent to the Association.
7. In the case of Probationary Members, if a 50% reduction has occurred for two (2) years or longer, the probationary period for Continuing Appointment shall be extended by one year (e.g., from six (6) to seven (7) years). It is the responsibility of the Member to request such an extension from the Chief Librarian or Dean or designate (copied to the Member's immediate supervisor) no later than the beginning of the second year of 50% Reduced Workload.
8. The level of salary in a Reduced Workload shall be prorated to reflect the proportion of Reduced Workload to Full-Time Workload.
9. The amounts of any salary increases shall occur *pro rata* based on the relationship as in Clause 8 above. Any percentage increases in salary shall be applied as a percentage of the Member's pro-rated salary. Salary payments shall continue to be made on a monthly basis over twelve (12) months.
10. Provided that the Reduced Workload is at least 50% of Full-Time Workload, eligibility for and participation in all group insurance plans, legislated plans and pension plans shall continue as is or as amended from time to time, but coverage

shall be on a *pro rata* basis (where appropriate) as in Clause 8 above, except as specified in Clause 11, 11.1 or 11.2 below.

11. Subject to Canada Revenue Agency regulations, for those Members with at least 50% of Full-Time Workload who are over age fifty-five (55) and with ten (10) or more years of full-time service when beginning the period of Reduced Workload, contributions by the Employer and Member to pension and group insurance plans and benefits therefrom shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short- and Long-Term Disability.
- 11.1 If a Member reaches age fifty-five (55) during the period of Reduced Workload, benefits shall continue on a *pro rata* basis as in Clauses 10 or 11.2 for the balance of the Reduced Workload.
- 11.2 A Member with a Reduced Workload of less than 50% of Full-Time Workload may participate in all group insurance plans, excluding the Long-Term Disability Plan, at his or her own cost.
12. Vacation and Sick Leave entitlement shall be on a *pro rata* basis as in Clause 8 above.
13. At the Member's discretion, any or all of the benefits other than those specifically covered by Clauses 11 and 11.1 which may be in force at the time of application for a Reduced Workload may be continued on a non-*pro rata* basis if the Member agrees to pay the cost difference between the *pro rata* and non-*pro rata* or reduced benefit.
14. Notwithstanding that Professional Leave eligibility may have accrued, in full or in part, during a period of Reduced Workload, a Member who is not in a Reduced Workload and who is on Professional Leave shall receive salary in accord with the provisions of Clause 9 of the Article *Professional Leave*.
15. Members on Reduced Workload shall be eligible for consideration for Promotion or Continuing Appointment.
16. Requests for amendments to the Reduced Workload shall follow the foregoing procedures.
17. Any grievance of failure to meet timelines specified in this Article shall begin at Step 2.

## RESPONSIBILITIES OF MEMBERS

1. Responsibilities of Members derive from the academic and professional nature of their work in the Libraries, the Archives, and in the University, and from their position as members of the academic community. The Responsibilities of Members shall be a combination of:
  - a) Professional Practice;
  - b) Academic Activity; and
  - c) Service.

### Professional Practice

2. Professional Practice encompasses meeting information and service needs related to the University's research and scholarship, teaching and learning, and service mandates. Professional Practice includes the development, assessment, organization, management, preservation and dissemination of information resources; and the development, promotion and delivery to the University community of information services and access, instruction, and records management services. Professional Practice may include the selection, training and/or supervision of Library or Archives staff; and the provision of advice and guidance to other University staff and professional colleagues. Professional Practice includes the right and responsibility to engage in professional activity to maintain currency in the profession. Members contribute to the development and implementation of strategic directions, priorities, policies, procedures and standards for the resources and services offered by the libraries and the archives.
  - 2.1 In accordance with certificate 3846-03-R, the Employer agrees that the Professional Practice Responsibilities defined in this Article will be performed by Member Librarians and Archivists, and Professional Practice Responsibilities and Workload shall be assigned as specified in the Article *Workload*.
  - 2.2 Members may be assisted in Professional Practice by non-Members.

### Academic Activity

3. Each Member with Responsibilities in the area of Academic Activity shall be entitled and expected to engage in Academic Activity, which involves some or all of:
  - a) the creation of new knowledge, including understanding or concepts;
  - b) the creative application of existing knowledge;
  - c) the organization and synthesis of existing knowledge;that is relevant to librarianship or archival practice.
  - 3.1 Members shall disseminate the results of Academic Activity. It is the responsibility of Members to make the results of their Academic Activity available for independent review and assessment in a form in which its contribution to

librarianship and/or archival practice can be evaluated by peers. This normally entails invited or refereed journal publication, invited or refereed papers or conference presentations, published monographs, or other vehicles or media, as are appropriate to the Member's area of Academic Activity.

4. Academic Activity directly related to performance in Professional Practice is encouraged. Where a Member's Academic Activity is judged by peer review to represent a development of materials or methods of an innovative sort or an academic advance, with application wider than the Member's own Professional Practice, then such work may be counted either as Professional Practice or as Academic Activity, but not both.

### **Service**

5. Each Member shall be entitled and expected to accept an equitable share of administrative responsibilities by participating in the work of the University through membership on, for example, Library, Faculty, School, Department, Senate, Association and University committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with her or his consent.
  - 5.1 Membership on any Unit, Library, Faculty, School, Department or other committees that results from a Member's specific Professional Practice Responsibilities does not constitute Service.
6. Members are encouraged to participate in the work of professional or scholarly associations, editorial boards and academic and professional journals, and other service to the external community, provided such activities are based on the Member's professional expertise and do not conflict with the fulfillment of their Responsibilities with the University. Such participation shall be considered Service.
  - 6.1 Publications relevant to librarianship and/or archival practice which do not fall under Clause 3.1 above shall be considered Service under Clause 6.

### **Specification of Responsibilities**

7. Members shall undertake training and development as required by legislation or as required by the Employer to inform them of their work-related legal obligations and of their responsibilities under University or Senate policy. Such training and development costs will be borne by the Employer.
8. A Member who holds a Probationary or Continuing Appointment shall have Responsibilities in all three areas named in Clauses 2 through 6.1 above, unless

## *Responsivities of Members*

there is an Alternative Workload agreement in force, pursuant to the Article *Alternative Workload*.

- 8.1 Subject to Clause 8 above, the full-time commitment of each Member shall include at least 10% to Academic Activity and 5% to Service.
- 8.2 Except as otherwise specified in this Collective Agreement, commitment to Professional Practice Responsibilities shall be greater than the combination of Academic Activity and Service.
- 8.3 A Member's Professional Practice Responsibilities shall be specified in a job description which is signed by the Member and the Chief Librarian or Dean. The job descriptions of all Members shall be fully accessible to all Members. The job description for each Member shall be placed in the Member's Official File, and a copy shall be given to the Member.
  - 8.3.1 A change in an existing job description may be proposed by the Member or by the Member's supervisor or by the Chief Librarian or Dean:
    - a) any change(s) proposed by the Member's supervisor shall be documented, with reasons, in a letter which shall be sent to the Member and Chief Librarian or Dean;
    - b) any change(s) proposed by the Chief Librarian or Dean shall be documented, with reasons, in a letter which shall be sent to the Member and the Member's supervisor;
    - c) any change(s) proposed by the Member shall be documented, with reasons, in a letter which shall be sent to the Member's supervisor and the Chief Librarian or Dean;
    - d) the Member, the Member's supervisor and the Chief Librarian or Dean or designate shall fully discuss any proposed changes;
    - e) if the Member, the Member's supervisor and the Chief Librarian or Dean or designate agree on the proposed change(s), a revised job description shall be signed by both the Member and the Chief Librarian or Dean and placed in the Member's Official File, and a copy shall be given to the Member;
    - f) if the Member, the Member's supervisor or the Chief Librarian or Dean or designate do not agree on the proposed change(s), then the Member may present his or her concerns to the Workload Review Committee. The concerns of each party shall be heard by the Workload Review Committee, using the processes set out in the Article *Workload*. That Committee shall consider these concerns and the proposed changes, and may propose a resolution of the parties' differences. Should the Committee not choose to propose a resolution or should such attempted resolution not be acceptable to the parties, the matter may be addressed through the grievance process under Clause 6 of the Article *Workload*;

- g) at any meeting or hearing regarding a Member's job description, the Member may choose to be accompanied by an Academic Colleague or an Association representative at the Member's discretion, upon one week's notice to the Employer.

**Fulfillment of Responsibilities**

9. In fulfilling her or his Responsibilities, a Member shall:

- a) maintain competence and currency as appropriate to the Member's Responsibilities;
- b) adhere to assigned schedules in all but exceptional circumstances and, in case of sudden illness or emergency, make all reasonable effort to notify his or her immediate supervisor. The Member shall inform his or her immediate supervisor of any planned absences and make mutually acceptable alternative arrangements to ensure coverage of Responsibilities; and
- c) adhere to the regulations of Senate and University policy as approved and promulgated by the Board of Governors. Where there is a conflict between the regulations of Senate or University policy and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply;
- d) ensure information in the Member's control is maintained securely such that confidential information and personal information can only be accessed in accordance with the *UWO Guidelines on Access to Information and Protection of Privacy, Manual of Administrative Policies and Procedures 1.23* (hereafter referred to as MAPP 1.23) effective date May 23, 1996; and
- e) comply with the Canadian Copyright Act when, in the course of undertaking Responsibilities, copyright-protected materials are used. Where a person authorized by the University advises a Member on the allowable use of a copyright-protected material (for example under the terms of a license or through a statutory exception), the Member shall follow that advice. When dealing with copyright laws, which may be open to interpretation and honest differences of opinion as to their applicability, Members who act honestly and in good faith in complying with copyright law and Western's guidelines while carrying out their employment responsibilities will be considered by the Employer to be compliant with the law and will be defended by the Employer in the unlikely event that they are sued as a result. The Employer may refuse to defend a Member accused of copyright infringement in the following situations:
  - i) where the alleged infringement is so blatant that it could not possibly be considered to reflect a reasonable interpretation of the law;

## *Responsivities of Members*

- ii) where the Member has deliberately continued in a course of action after being advised by the University that it considers the course of action to be a violation of copyright law;
- iii) where the Member has deliberately continued in a course of action after being advised by the University that it considers the course of action to be a violation of copyright law;
- iv) where the Member has received notice of an allegation of infringement and continues the impugned course of action without notifying and consulting with Western's Copyright Office; or
- v) where the Member is not acting in the course of his or her employment.

In any situation where a Member is alleged to have infringed copyright laws, the Member shall be advised of their right to seek assistance from the Association with respect to the matter.

## **RETIREMENT AND RESIGNATION**

### **Resignation**

1. A Member may resign by giving three (3) months' notice in writing to the Chief Librarian or Dean. At the request of the Member, and on the recommendation of the Chief Librarian or Dean, the Provost may waive, or agree to a reduction in, the notice period.
- 1.1 A Member's notice of resignation is irrevocable, except by mutual agreement of the Member and the Chief Librarian or Dean.

### **Retirement**

2. A Member's Normal Retirement Date is deemed to be the July 1 that coincides with or immediately follows the Member's sixty-fifth (65th) birthday.
- 2.1 A Member is eligible to retire at any time within ten (10) years before the Normal Retirement Date and at any time thereafter in accordance with the pension plan applicable to Librarians and Archivists.
- 2.2 Subject to applicable legislation, a Member who is eligible to retire may elect to retire in advance of his or her Normal Retirement Date in order to unlock eligible pension contributions (and accumulated investment).

### **Post-Retirement Benefits**

3. Members who were Full-Time Members on June 30, 2007, must have five years of Full-Time service in order to receive Post-Retirement Benefits if they retire. Members who became Full-Time Members on or after July 1, 2007, must have ten years of Full-Time service in order to receive Post-Retirement Benefits if they retire.
- 3.1 Effective January 1, 2017, the Post-Retirement Benefit Plan for future retirees will consist of:
  - a) Employer-paid life insurance of \$15,000;
  - b) Health, Dental, Visioncare and Extended Medical expense reimbursement in accordance with the Group Benefits contract in effect for retired Members on July 1, 2006, with the following exceptions:
    - i) the definition of a dependent child shall change to include only those under the age of 21 unless the child is registered as a full-time student in which case the child must be under the age of 25. A mentally or physically infirm child will continue to be eligible for coverage in accordance with the Benefits contract effective February 1, 2003 for the Faculty Retiree Group.

- ii) that emergency out-of-country coverage be limited to trips of 60 days or less.
- 3.2 Subject to Clause 2.2, Members who are eligible to retire and who wish to retire with Post-Retirement Benefits shall do so on at least 12 months written notice to the Chief Librarian or Dean. Upon request of a Member, the Provost, on the recommendation of the Chief Librarian or Dean, may waive or modify this notice period and may agree to retirement with Post-Retirement Benefits prior to a July 1 on compassionate grounds.
- 3.2.1 A Member's notice of retirement with post-retirement benefits is irrevocable, except by mutual agreement of the Member and the Employer.

### **Phased Retirement**

4. Members with ten years of Full-Time service who are within ten years of their Normal Retirement Date, shall have the right to phase their retirement using the provisions of the Article *Reduced Workload*.
- 4.1 A Member choosing to phase his or her retirement may do so by giving written notice to the Chief Librarian or Dean at least twelve months in advance of the date on which the Member plans to begin Phased Retirement.
- 4.2 Members choosing to phase their retirement shall do so over a one, two or three-year period with a maximum workload of 75% and minimum workload of 25% in each year of the Phased Retirement.
- 4.3 Phased Retirement arrangements (including, but not limited to, reduction of Workload in each year of the phase period and consequent reduction in salary, Workload balance during the phase period, Professional Leave accrual rate and level of pay while on Professional Leave, Pension contributions and benefits coverage) shall be determined using the provisions of the Article *Reduced Workload*.
- 4.3.1 A Member shall, in each year of the Phased Retirement, have a Normal Workload, pro-rated in each area of Responsibility to reflect the degree of Reduced Workload, unless altered through the provisions of the Article *Alternative Workload*.
- 4.3.2 Once the Phased Retirement arrangements have been agreed to, these arrangements, the Member's choice to phase his or her retirement, and the date of retirement shall be irrevocable except by agreement between the Member and the Employer.
- 4.3.2.1 Upon request of a Member who is in Phased Retirement, the Chief Librarian or Dean may approve retirement before the end of the Phased Retirement period on compassionate grounds.

## *Retirement and Resignation*

- 4.3.4 A Member on Phased Retirement shall not undertake any other University employment during the Phased Retirement period.
- 4.3.5 A Member on Phased Retirement cannot begin taking his or her pension derived from regular contributions to the University's Academic Pension Plan during the Phased Retirement period.

### **Librarian or Archivist Emeritus/Emerita Designation**

5. Each Member who has held a Continuing Appointment for at least five (5) years and who retires shall qualify for the designation "Librarian or Archivist Emeritus/Emerita." Such Members shall be granted the appropriate "Emeritus/Emerita" designation for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by writing to the President.
6. In exceptional cases, where a Member does not qualify under the conditions described in Clause 4 above, or where Retirement is based on medical grounds, the Chief Librarian or Dean may make a recommendation through the Vice-President (Academic) to the President for the conferral of the appropriate Emeritus/Emerita designation. The President shall have the authority to approve this designation.
7. All recipients of the Librarian or Archivist Emeritus/Emerita designation shall be accorded the following privileges, which may only be withdrawn for cause:
- a) in any calendar listing of Academic Staff, Librarians and Archivists will be listed, including the designation of Librarian or Archivist Emeritus/Emerita, where applicable;
  - b) they will be invited, along with all librarians and archivists, to all Convocations and other public events of the University, and may elect to take part in Convocation processions;
  - c) all social areas of the University Campus will be open to them on the same basis as to Members;
  - d) they will be provided with identification cards and accorded full library privileges;
  - e) where available, they will be provided with a free dial-up for remote access to the University computer system and the Internet for forty (40) hours per month; and
  - f) they will be permitted to park free of charge at all times in designated parking lots, at all metered parking spaces, and at other parking facilities at any time on weekends and holidays, and between 5:00 p.m. and 6:00 a.m. every working day.

## **USE OF FACILITIES AND SERVICES PROVIDED BY THIRD PARTIES UNDER LICENCE OR CONTRACT**

1. Members shall receive, upon request, terms and conditions attaching to the use by Members, or by those under their supervision, of specialized facilities and/or services provided to the Employer by third parties under license, contract or other agreement. Members shall receive, upon request, Employer-held information describing the operation and use of such specialized facilities and services. Such facilities and services may include, but are not limited to, specialized databases, software and equipment, whether located on or off Campus.
2. As a condition for the use of such facilities or services, Members may be required to confirm their understanding and acceptance of prescribed responsible use obligations by submitting to the Chief Librarian or Dean a signed user agreement or statement of preparedness to comply.
- 2.1 Members may be asked to identify individuals under their supervision who, by virtue of likely or intended use, should be asked to sign a user agreement or statement of preparedness to comply. Members may be asked to notify any staff members, students or other persons under their supervision who may use such facilities or services, of any prescribed responsible use obligations.
3. Should the University be called to account for alleged breach(es) of a term or condition in such an agreement, the Employer may request assistance from individual Members in conducting an investigation. Such assistance shall not be arbitrarily withheld.
4. Nothing in this Article shall be construed as placing an obligation on Members to accept or use any particular facility or service in the fulfilment of their Responsibilities.

## VACATIONS AND HOLIDAYS

### Vacation

1. Each Full-Time Member appointed for less than twelve months is entitled to fifteen (15) working days vacation each calendar year. Vacation entitlement accrues at a rate of 1.25 working days for each month of service, from commencement of the Appointment.
- 1.1 Each Full-Time Member with an appointment term of twelve (12) months or more with up to two (2) years of continuous full-time service at the University of Western Ontario, is entitled to twenty (20) working days vacation each calendar year. Vacation entitlement accrues at the rate of 1.67 working days for each month of service, from commencement of the Appointment.
- 1.2 After two (2) years of continuous full-time service at the University of Western Ontario, each Full-Time Member is entitled to twenty-two (22) working days vacation each calendar year, accrued at the rate of 1.83 working days for each month of service.
- 1.3 After nineteen (19) years of continuous full-time service at the University of Western Ontario, each Full-Time Member is entitled to twenty-seven (27) working days vacation each calendar year, accrued at the rate of 2.25 working days for each month of service.
- 1.4 After twenty-six (26) years of continuous full-time service at the University of Western Ontario, each Full-Time Member is entitled to twenty-eight (28) working days vacation each calendar year, accrued at the rate of 2.33 working days for each month of service.
- 1.5 After twenty-seven (27) years of continuous full-time service at the University of Western Ontario, each Full-Time Member is entitled to twenty-nine (29) working days vacation each calendar year, accrued at the rate of 2.42 working days for each month of service.
- 1.6 After twenty-eight (28) years of continuous full-time service at the University of Western Ontario, each Full-Time Member is entitled to thirty (30) working days vacation each calendar year, accrued at the rate of 2.5 working days for each month of service.
2. A Full-Time Member shall take vacation at a time or times agreeable to the Member and his or her immediate supervisor. In Units where agreement cannot be reached between the Member and his or her immediate supervisor, the matter shall be referred to the Chief Librarian, Dean, or designate. The Chief Librarian, Dean or designate shall not arbitrarily deny a request to take vacation at a time or times sought by the Member.
3. A Part-Time Member shall be paid a monthly vacation payment in lieu of a paid vacation in the amount of 6% of salary earned in each month.

4. It is expected that each Member will take his or her vacation, or a portion thereof, in the year in which it is earned. However, each Member may carry over unused vacation days into the next calendar year, but the cumulative total of vacation days carried over shall not exceed twenty-five (25) working days. In addition, a Member who has taken a pregnancy or parental leave during the year may carry over all unused vacation days earned during such leave, into the next calendar year only.

### **Holidays**

5. In addition to paid vacation, the following paid holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:
  - a) any day declared as a holiday by the President of the University;
  - b) any day declared as a statutory holiday by the federal or provincial authorities; or
  - c) any other day on which the University premises are declared closed by the President of the University.
- 5.1 If a Member is required to work on a holiday, as defined in Clause 5 above, he or she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the Employer.

### **Religious Accommodation**

6. Members are entitled, upon giving due notice to the Member's immediate supervisor, to rearrange their duties so they can observe the religious obligations and practices of their faiths. For recurring religious obligations and practices, a single notice shall suffice.

## WORKING CONDITIONS

1. Within the framework of operating requirements, the Employer shall provide facilities and support to enable Members to fulfil their Responsibilities as defined in the Article *Responsibilities of Members*.

### General Working Environment

2. Where construction or other similar forms of interference create working conditions which seriously impinge on a Member's ability to meet his or her Responsibilities, the Employer shall endeavour to provide suitable temporary alternative space, or shall endeavour to alleviate the interference.
3. Members shall have access to private facilities for the nursing and/or changing of infants.
  - 3.1 A pregnant or nursing Member may request appropriate workspace to enable her to perform her Responsibilities. The Member shall meet with the Chief Librarian or Dean or designate to request such arrangements. Such requests shall not be arbitrarily denied.
4. A Member shall not be assigned new duties that as of September 15, 2004 were exclusively performed by members of other employee groups, unless the Member agrees to such duties.

### Health, Safety and Security

5. The Employer shall provide adequate lighting on established Campus routes from parking areas to places of work.
  - 5.1 Between 4:00 p.m. and 6:00 a.m. Monday-Friday and all day Saturday and Sunday, non-reserved sections of all core parking lots shall be open without additional charge to Members who hold permits for perimeter lots.
  - 5.2 A Member's complaint to the Chief Librarian or Dean or designate regarding a work-related matter of health, safety or security shall be responded to in a timely manner.
  - 5.3 The Joint Committee shall discuss issues surrounding personal security brought to it by either Party. The Joint Committee may make recommendations to the Employer on implementing corrective security measures and/or refer the discussion to the Joint Committee on Occupational Health and Safety.
  - 5.4 A Member may refuse to work or do particular work where he or she has reason to believe that continuing to work is likely to endanger himself, herself or another worker. Any Member refusing work must comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O-1. and shall promptly report the circumstances of the refusal to the immediate supervisor, Chief Librarian or Dean, or Campus

## *Working Conditions*

Police. The Member shall remain in a safe place near his or her workstation until the matter is dealt with.

### **Office and/or Shared Work Space Assigned to Members**

6. The Employer shall provide each Member with a furnished workspace, including telephone and computer access and upgrades as required for the processing and transmitting of information. Each Member shall have access to his or her workspace at all times for the purpose of undertaking his or her Responsibilities, unless access is denied through the application of the provisions of this Collective Agreement, or access is denied for emergency or safety reasons.
- 6.1 Any reassignment or alteration of office or shared workspace shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.

### **Technology and Support Services**

7. Where available, each Member shall be provided with free dial-up for remote access to the University computer system and the Internet.
- 7.1 Each Member shall be provided with technical support for his or her work computer at no charge to the Member.

### **Library Facilities**

8. Subject to Library regulations, all Members shall be given access to all the library holdings on Campus.

### **Teaching Facilities**

9. Members shall not be required to conduct, or participate in, classes, tutorials or laboratories where the attendance exceeds the capacity of the assigned space.

### **Parking**

10. Members shall have access to parking facilities, subject to the prevailing regulations.
11. Parking rates for Members shall not be increased by more than the Consumer Price Index (CPI), as determined annually from January to January by Statistics Canada, unless the Association is first advised and given the opportunity to respond in writing to the rationale provided by the Employer.

### **Religious Accommodation**

12. In accord with the provisions of the Article *Vacations and Holidays*, Members are entitled, upon giving due notice in writing to the Chief Librarian or Dean, to rearrange their duties so they can observe the religious obligations and practices of their faiths. For recurring religious obligations or practices, a single notice shall suffice.

## WORKLOAD

1. A Member's Workload consists of activities undertaken in fulfillment of his or her Responsibilities in the areas of Professional Practice, Academic Activity, and Service as defined in the Article *Responsibilities of Members*, and specified in the Member's Letter of Appointment, in the job description pertaining to the Member, and in any subsequent arrangement documented in the Member's Official File.
  - 1.1 The Normal Workload of a Member holding a Probationary or Continuing Appointment shall balance Professional Practice, Academic Activity, and Service such that the commitment shall be 75% in the area of Professional Practice and 25% in the combined areas of Academic Activity and Service, with a minimum of 10% Academic Activity and a minimum of 5% Service.
    - 1.1.1 The Workload of a Member holding a Probationary or Continuing Appointment may be altered by application of the provisions of:
      - a) the Article *Alternative Workload*, which changes the balance of commitment from Normal Workload as defined in Clause 1.1 above, while maintaining the overall magnitude of the Workload; and/or
      - b) any other Articles of this Collective Agreement that change the magnitude of the Workload and/or the balance of commitment to Professional Practice, Academic Activity and/or Service.
  - 1.2 Notwithstanding Clause 1 of this Article, the Workload of a Member holding a Term Appointment may consist of one or more Responsibilities (Professional Practice, Academic Activity and Service) as specified in the Letter of Appointment and defined in the Article *Responsibilities of Members*.
2. The magnitude of the Workload of a Member shall be established in discussion with the Member's immediate supervisor and shall reflect consultation with other Members of the Unit regarding the distribution of their work.
  - 2.1 Members' Workload shall include participation in planning, as appropriate to their Unit.
  - 2.2 The Members shall, in consultation with their immediate supervisor, ensure that individual Member contributions are equitable in distribution and constitute a reasonable Workload. In doing so, consideration shall be given to Members' requests concerning scheduling and to the matching of activities with Members' skills and expertise. The Members shall determine policies for equitable distribution of work on holidays, weekends and evenings within the context of the Members' Workloads.
3. In discussion with his or her immediate supervisor, each Member shall organize his or her work consistent with the priorities identified through the annual planning process, and shall describe his or her planned activities and contributions, as well as the distribution of Responsibilities within his or her Normal Workload balance

for the coming academic year in a Planned Activities and Contributions document. This document shall be completed by May 15 of each year, and shall be sent by the Member to his or her immediate supervisor and to the Chief Librarian or Dean for inclusion in the Member's Official File.

- 3.1 During the year, if the Member considers changes to his or her planned activities and contributions to be significant, he or she shall discuss the changes with his or her immediate supervisor as soon as possible and, as appropriate, shall document these changes as part of the review of performance in his or her next Annual Report, in accordance with the Article *Annual Report and Review*.
4. If a Member or group of Members within a Unit considers that their Workload arising out of the annual planning process is inequitable relative to distribution of work among other Members in the Unit, or does not constitute a reasonable Workload, or if the Member or group of Members has concerns about scheduling or the compatibility of the Member's or Members' activities with their skills and expertise, the Member(s) may discuss the matter with their immediate supervisor.
  - 4.1 If, following discussion with their immediate supervisor, a Member or group of Members within a Unit continues to have concerns with respect to the issues identified in Clause 4, the Member or group of Members may bring the matter to the Chief Librarian or Dean for consideration.
  - 4.2 The Member or Members, or the Chief Librarian or Dean, or designate, may request a meeting to discuss the Member's or Members' concerns. If requested, the meeting shall involve the Chief Librarian or Dean or designate, the Member or Members, and the Member's or Members' immediate supervisor. The Member(s) may choose to be accompanied by an Academic Colleague or a representative of the Association.
  - 4.3 In the event that an informal resolution is not reached following the meeting with the Chief Librarian or Dean or designate, then the Member(s) or Chief Librarian or Dean may bring the matter to the Workload Review Committee for consideration.

#### **Workload Review Committee**

5. A Workload Review Committee shall be established as needed to consider concerns brought to it as specified in Clause 4.3 of this Article.
  - 5.1 The Workload Review Committee shall consist of two individuals named by the Employer, and two Members elected by and from the Members. The Committee shall elect its own chair, and shall propose resolution by consensus with all members present. Each of the Employer and the Members may name one additional person as alternate.
  - 5.2 The Workload Review Committee shall consider complaints brought to it concerning Workload under Clause 4.3 of this Article, and also concerns brought

## Workload

to it concerning job descriptions through application of the provisions of Clause 8.3.1 f) of the *Article Responsibilities of Members*.

- 5.3 The Committee will meet to review the complaint received and will give notice to the Member(s) and the Chief Librarian or Dean of a date for hearing.
- 5.4 Where the complaint relates to an individual Member's Workload or job description, the notice to the Member shall inform the Member that he or she may be accompanied by a representative of the Association.
- 5.5 Where the complaint relates to two or more Members, the notice to the involved Members shall inform them that they may be represented by up to two (2) Members from the Unit who may be accompanied by a representative of the Association.
- 5.6 The Chief Librarian or Dean or designate may attend with a representative of the Employer.
- 5.7 The parties will signify their intent to attend the hearing and will provide all materials to be relied upon two (2) weeks in advance of the hearing date.
- 5.8 Each party will have an opportunity to present evidence and testimony. The Committee may otherwise determine its own procedure.
- 5.9 Following the hearing, the Committee will, by consensus, attempt to find a resolution to the concern.
- 5.10 Where the concern relates to a Member's Workload, the Committee shall consider the requirement that a Member's Workload be equitable in distribution and constitute a reasonable Workload, and shall also consider whether the Member's concerns relating to scheduling or compatibility of the activities with the Member's skills or expertise have been appropriately and adequately taken into account.
- 5.11 Where the concern relates to a Member's job description, the Committee shall, in attempting to find a resolution, apply the criterion that a Member's job description not be unreasonably or inappropriately altered to the Member's detriment.
6. Any Grievance regarding a Member's Workload or job description shall be commenced at Step 2, according to the provisions of the Article *Grievance and Arbitration*.

**LETTER OF UNDERSTANDING**  
**ACADEMIC ACTIVITY SUPPORT FUND**

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

For each academic year of this Collective Agreement, the Employer shall provide an Academic Activity Support Fund of \$5,000 to provide Academic Activity grants for Members who have Academic Activity as part of their Responsibilities.

All applicants shall submit a written and signed application to the Chief Librarian or Dean by June 1. The application must include:

- a) the nature and scope of the specific Academic Activity for which funding is requested;
- b) the anticipated start and end dates of the Academic Activity;
- c) a proposed budget including all expenses, known and projected, that will be associated with the Academic Activity. Expenses may include, but are not limited to, travel, purchase of supplies, support personnel or technology and equipment; and
- d) the anticipated use of the results of the Academic Activity.

The Chief Librarian or Dean shall review all applications received and, subject to funds being available, determine which applications will be approved. Approval of the applications shall not be arbitrarily withheld, although priority shall be given to applications received from Probationary Members who have Academic Activity as part of their Responsibilities.

Each member is eligible to receive only one Academic Activity grant during the life of this Collective Agreement.

The Chief Librarian, and Deans as appropriate, shall communicate to all Members the results of the allocations for the Academic Activity Support Fund, indicating who received the grant, the amount of the grant and the general nature of the Academic Activity by September 1.

Upon application and approval, a Member may receive an Academic Activity grant of up to \$1,000, in an amount determined by the Chief Librarian or Dean based on the Member's application. Any funds granted must be utilized within three (3) years of receiving the Academic Activity grant or the unspent funds revert to the Employer.

Any unallocated funds in the Academic Activity Support Fund remaining at the end of each academic year shall revert to the Employer.

## LETTER OF UNDERSTANDING

### ANNUAL PLANNING PROCESS

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

1. The work of Members shall be established on an annual basis as a result of the planning process undertaken by Western Libraries or the Faculty, as appropriate. The annual planning process shall include the development of Western Libraries or Faculty-wide operational plans and individual Unit operational plans.
2. Members shall have the opportunity to be actively involved in the annual planning process at various levels, as described above.
3. In Western Libraries the involvement of Members shall include the opportunity to participate in developing a new annual planning process.
4. Members who are Library Directors or Department Heads shall participate in developing and implementing the annual planning process.
5. Members shall have the opportunity to participate in developing annual Unit operational plans, which will include identifying Unit priorities and allocating resources for the coming year. As appropriate to the Unit, the process of developing such operational plans may involve staff from other employee groups.
6. The annual Unit operational plans developed through the process referred to above shall provide Members with the basis on which to identify their individual planned activities and contributions for the coming year, in accordance with the Article *Workload*, and also consider whether Member activities and contributions are equitable in distribution and constitute a reasonable Workload, in accordance with clause 2.2 of the Article *Workload*.

## LETTER OF UNDERSTANDING

### DOCUMENT FORMATS

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

1. In order to ensure that the Annual Report and Review and Workload processes most effectively serve the purpose stated in Article *Annual Report and Review* and *Workload*, and to find means of ensuring that the processes are not excessively onerous for Members, Supervisors, and the Chief Librarian, Dean and their designates, the Parties agree to constitute, within one month of the ratification of this Collective Agreement, a Joint Working Group on Document Formats.
2. The Working Group shall be composed of two persons appointed by the Employer, one of whom shall be Co-Chair, and two persons appointed by the Association, one of whom shall be Co-Chair.
3. The duties of the Joint Working Group shall be as follows:
  - a. Review the requirements specified in *Annual Report and Review* Clause 4.4 for the Annual Report submitted by the Member, and develop a document format, with indications of the length and level of detail and explanation expected in each section;
  - b. Develop a document format for the Supervisor's Assessment referred to Clauses 7 and 10 of *Annual Report and Review*, with indications of the length and level of detail and explanation expected in each section;
  - c. Develop a document format for the Annual Review Report referred to in Clause 11 of *Annual Report and Review*, with indications of the length and level of detail and explanation expected in each section.
  - d. Develop a document format for the Planned Activities and Contributions document referred to in Clause 3 of *Workload*, with indications of the length and level of detail and explanation expected in each section.
4. The Joint Working Group, in carrying out its duties, shall consult UWOFA-LA Members.
5. Within six months of being constituted, the Joint Working Group shall submit its recommendations for document formats to the Parties for approval.

## LETTER OF UNDERSTANDING

### NOMINATIONS AND ELECTIONS PROCESS

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

The procedures to be used in the population of Committees required by the Librarians and Archivists Collective Agreement are:

#### Nominations

1. A Nominating Committee of two Members of the UWOFA Librarians and Archivists Bargaining Unit shall be elected by Members of the Librarians and Archivists Bargaining Unit annually by July 1.
2. The nominations for the Nominating Committee shall be elicited from Members of the Bargaining Unit.
3. The Nominating Committee will review which Collective Agreement committees, including the Nominating Committee, require elections, and will solicit nominations from Members of the Bargaining Unit. In compiling a slate, the Nominating Committee will endeavour to reflect the diversity of the Bargaining Unit.
- 3.1 A member of the Nominating Committee is not excluded from self-nominating or being nominated for subsequent terms on the Nominating Committee or as a member of any other Collective Agreement committees.
4. The slate of nominees will be presented to the Membership of the Bargaining Unit with a request for any additional nominations.
5. The final list of nominees will be provided to the Office of the Chief Librarian for administration of necessary elections.

#### Election Process

6. Elections, via the web-election/voting process, will be run through the Office of the Chief Librarian.
7. The Chief Librarian shall select two Employer designates to administer the web-election/voting process. Designates shall establish a voter list and shall ensure voter eligibility. The Employer designates, along with the Nominating Committee members, shall act as election scrutineers.
8. When an election is to take place, the Chief Librarian's designate shall email Members informing them of the requirement for an election, the opening and closing time for the polls and the voting link. Elections will be held over a 48-hour period on days when the University's Administration Offices are open for regular business.

*Letter of Understanding  
Nominations and Elections Process*

9. After the polls are closed, the Nominating Committee members shall be contacted by one of the Employer designates in order to be present when the voting results are downloaded. The results will be printed off and signed by the Employer designates and Nominating Committee members (scrutineers).
10. One of the Employer's designates shall send to the Members, via email, notification of the election results, copying the UWOFPA President and Director, Faculty Relations.

## **LETTER OF UNDERSTANDING**

### **REASSIGNMENT CONTINGENCY**

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

Where the reorganization or closure of a position under the Reassignment Article will result in a reduction in the number of Librarians or Archivists in the Bargaining Unit, such that one or more Librarians or Archivists are expected to be offered notice and severance under the Clause 3.1 of the Reassignment article, the Employer shall first make an offer of a retirement incentive to one or more Members who are eligible to retire where such a retirement will allow the Employer to reassign the Member who would otherwise have been given the offer of notice and severance under Clause 3.1.

**LETTER OF UNDERSTANDING**  
**TRANSITION PROMOTION FUND**

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

Members subject to the transition provisions in Clauses 27 and 27.1 of the Article Promotion and Continuing Appointment who are promoted to the Rank of Associate Librarian or Archivist with Continuing Appointment no later than the expiry of this Collective Agreement shall be entitled to a one-time Professional Development Allowance of \$1000.00. This allowance may be used to reimburse professional development or Academic Activity expenses incurred in the two (2) year period prior to or the two (2) year period following the granting of Promotion to the Rank of Associate Librarian or Archivist with Continuing Appointment.

## LETTER OF UNDERSTANDING

### UNITS

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

1. The following are Units for the purposes of this Collective Agreement:
  - a) C.B. "Bud" Johnston Library (Business)
  - b) Education Library
  - c) John & Dotsa Bitove Family Law Library
  - d) Music Library
  - e) Allyn and Betty Taylor Library
  - f) The D.B. Weldon Library
  - g) Library Information Resources Management
  - h) Western Archives
  - i) Office of the Chief Librarian
  - j) Graduate Resource Centre, Faculty of Information & Media Studies
  - k) Information and Media Technology Services, Faculty of Information & Media Studies
  
2. Notwithstanding Clauses 5 and 8 of the Article *Library Directors and Department Heads*, for the first two (2) years of this Collective Agreement, Units identified in Clause 1 a) through g) shall have either a Library Director or Department Head as defined by the Article *Library Director and Department Heads*.
  
3. The Employer may create new Units or close existing Units. In such a case, the Employer shall give the Association at least two months' notice under the provisions of the Article *Management Responsibilities*, Clause 3.
  - 3.1. Within one month of the notice given in Clause 3, the Association may request that the Employer consult with Members and the Association in advance of implementation of the Unit creation or closure.
  - 3.2. Where the Association makes such a request, the Employer shall:
    - a) solicit feedback from individual Members and from the Association on the proposed Unit creation or closure;
    - b) review and consider such feedback, giving special attention to the feedback of Members potentially impacted by the Unit creation or closure;
    - c) provide a report to the Members summarizing the feedback received and the Employer's response to the feedback.

4. Where a Unit is to be closed, the provisions of the Article *Reassignment* shall apply in relation to affected Members.
  
5. Where a Unit is created or closed, appropriate amendments shall be made to Clause 1 of this Letter of Understanding.

**APPENDIX A**

File No. 3846-03-R

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

The University of Western Ontario Faculty Association,

**Applicant,**

- and -

The University of Western Ontario,

**Responding Party.**

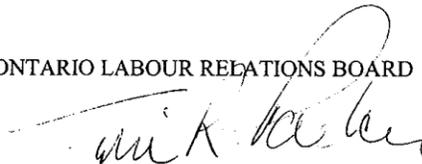
**Certificate**

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH CERTIFY The University of Western Ontario Faculty Association as the bargaining agent of all employees of The University of Western Ontario in the City of London performing the work of librarians, archivists or curators, save and except the University Librarian, the University Archivist, Associate University Librarians, Assistant University Librarians, the Director of the Allyn and Betty Taylor Library, the Director of The D.B. Weldon Library, and persons above the rank of Assistant University Librarian, full voting members of the Board of Governors, the Director of Galleries, curators working in the Art Gallery, and persons for whom a trade union held bargaining rights as of the date of the application.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

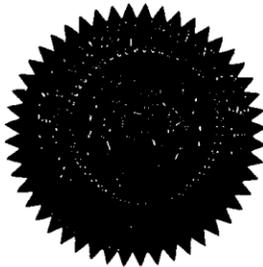
**DATED** at Toronto this 15th day of September, 2004.

ONTARIO LABOUR RELATIONS BOARD



Tim R. Parker

Registrar



## APPENDIX B

### CANADIAN LIBRARY ASSOCIATION

#### Position Statements

**SUBJECT:** Statement on Intellectual Freedom

**APPROVED BY:** Executive Council

**DATE APPROVED:** June 27, 1974; Amended November 17, 1983; and November 18, 1985

All persons in Canada have the fundamental right, as embodied in the nation's Bill of Rights and the Canadian Charter of Rights and Freedoms, to have access to all expressions of knowledge, creativity and intellectual activity, and to express their thoughts publicly. This right to intellectual freedom, under the law, is essential to the health and development of Canadian society.

Libraries have a basic responsibility for the development and maintenance of intellectual freedom.

It is the responsibility of libraries to guarantee and facilitate access to all expressions of knowledge and intellectual activity, including those which some elements of society may consider to be unconventional, unpopular or unacceptable. To this end, libraries shall acquire and make available the widest variety of materials.

It is the responsibility of libraries to guarantee the right of free expression by making available all the library's public facilities and services to all individuals and groups who need them.

Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

Both employees and employers in libraries have a duty, in addition to their institutional responsibilities, to uphold these principles.

**APPENDIX C**  
**ARBITRATORS**

1. Paula Knopf
2. Brian Keller
3. Larry Steinberg
4. Jasbir Parmar
5. Kevin Burkett
6. Brian Etherington
7. Bill Kaplan
8. Bob Howe
9. Steve Raymond
10. Louisa Davie
11. Jane Devlin
12. Brian Sheehan