



**Librarians and Archivists
Collective Agreement**

between

The University of Western Ontario

and

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

July 1, 2006 - June 30, 2009

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DEFINITIONS

Academic Colleague shall mean a faculty member, a librarian, or an archivist from the University of Western Ontario.

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 (with the exception of the Faculty of Graduate Studies) 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 (q.v.).

Member of the Bargaining Unit shall mean any member of the Bargaining Unit (q.v.).

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 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.

Unit shall be as defined in Appendix E.

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

ACADEMIC FRAUD AND MISCONDUCT

1. 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 Academic Activity (as defined in the Article *Responsibilities of Members*) shall require clear, cogent and convincing proof of actual dishonest purpose and intent or reckless disregard for the likelihood to mislead.

2. Fraud or misconduct in Academic Activity includes:

- a) fabrication or falsification of research findings or scholarly materials;
- b) plagiarism, which includes, but is not limited to:
 - (i) the failure to acknowledge the substantive contributions of colleagues or others, including students;
 - (ii) the use of unpublished material of others without their permission, including material provided in confidential peer reviews;
- c) the attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content;
- d) the submission for publication of material originally published elsewhere, except where it is clearly indicated in the published work that the publication is intended to be a republication or has been published in full or in part elsewhere;
- e) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting or reporting research;
- f) intentional unauthorized diversion of the research funds of the University, federal or provincial granting councils or other sponsors of research;
- g) material failure to comply with relevant federal or provincial statutes or regulations or policies promulgated by the Senate or the Board of Governors which are not inconsistent with this Collective Agreement for the protection of researchers, human subjects, or for the health and safety of the public;
- h) material failure to meet other relevant legal requirements that relate to the conduct or reporting of Academic Activity;
- i) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public;
- j) failure by a Member involved in a research project to reveal to the Employer any material financial interest in a company that contracts with the Member or the Employer to:

- (i) undertake that research, particularly research involving the company's products or of its direct competitors; or
- (ii) provide research-related materials or services.

Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock-holding in a large publicly-traded company.

- k) the use of archival materials in violation of any terms governing access.

Retention of Academic Activity Materials

3. Members shall be responsible for providing the Employer access to his or her 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

4. No finding of fraud or misconduct in Academic Activity shall be made in any investigation, and no Member shall be disciplined for fraud or misconduct in these matters, when the Member through no fault of his or her own cannot reasonably defend himself or herself against the allegation(s) because the means of proof is no longer available. Any and all disciplinary measures shall be in accord with the provisions of the Article *Discipline*.

4.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.

4.2 An allegation against a Member of fraud or misconduct in Academic Activity shall be made in writing, signed and dated by the person making the allegation and forwarded to the Provost. The written allegation shall be sufficiently detailed to permit investigation and response. The Provost may refer the allegation to a designate.

4.3 The Provost or designate shall investigate the allegation(s) promptly in accord with the provisions of the Article *Discipline*.

4.4 No person consulted by any party concerning the case shall be appointed an Arbitrator in any Grievance arising from these allegations.

4.5 If the Employer decides after investigation not to take disciplinary action against the accused Member or if an Arbitrator or Arbitration Board decides in his or her favour, the Employer shall remove all documentation concerning the allegation from the Member's Official File and shall, at the sole discretion of the Member, destroy the documentation or transfer it to the Member, except that the Employer shall retain any arbitration report which

shall be deemed to be a public document.

4.6 The Employer shall endeavour to:

- a) restore and protect the reputation and credibility of a Member wrongfully accused of fraud or misconduct in 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 Academic Activity or whom it calls as a witness in an investigation. Such protection shall include the provision of legal counsel and the payment of legal and related costs should the Member be sued for his or her participation in any investigation or in arbitration proceedings;
- c) minimize disruption to the Academic Activity of the Member making the allegation and of any third Party whose 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.

5. The Employer shall, where practicable, take such disciplinary action as it deems appropriate against any person who makes allegations of fraud or misconduct in Academic Activity which are reckless, malicious or not in good faith.

6. If the Employer's investigation or the Arbitrator or Arbitration Board sustains an accusation of fraud or misconduct in Academic Activity and if the Academic Activity is funded by an outside agency or has been published or submitted for publication, the Provost shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the Provost shall send a copy of the decision of the Employer to the agency or publisher concerned.

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 funds 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 University Librarian or Dean at least four (4) months before the proposed Alternative Workload arrangement is to take effect. An application made less than four (4) 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 University Librarian or Dean shall not arbitrarily withhold approval of the application. Any decision not to approve the application shall be accompanied by written reasons within twenty (20) working days of the receipt of the application. The University Librarian or Dean shall forward the proposed agreement to the Provost for final approval on behalf of the Employer. 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. A copy of the approved agreement shall be placed in the Member's Official File and sent to the Member involved.
- 4.** The University 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 University 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 University Librarian or Dean shall make any such proposal at least one (1) month 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. The agreement shall state the period for which the Alternative Workload arrangements are to apply and the Responsibilities of the Member during that period. All such provisions shall be confirmed in writing and signed by the Member, the Member's supervisor and the University Librarian or Dean. A copy of the agreement on terms and conditions shall be included in the Member's Official File and a copy provided to the Member within fifteen (15) working days.

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 3 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

Annual Report

1. Each Member shall submit an Annual Report, which is a self-evaluation of annual performance, to his or her immediate supervisor by May 1 of each year.

1.1 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 1.

1.1.1 A Probationary Member at General Rank shall meet with his or her supervisor for an informal review at least once between each scheduled Report and Review under Clause 1.1 above.

1.2 The Annual Report shall be submitted in a standardized format. The format shall be proposed by the Members and approved by the Parties within six (6) months of the date of ratification of this Collective Agreement and thereafter may be modified from time to time by agreement between the Association and the Employer. The Annual Report shall be submitted by the Member in paper and electronic format as agreed upon by the Association and the Employer.

1.3 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) for the Academic Year to date, a statement of the areas in which a Member has Responsibilities, together with:

(i) a statement of the Member's Workload for the year under review as determined through the Article *Workload* and, if applicable, a statement indicating how the Member's Workload has been modified by any Alternative Workload or Leave arrangements specified in this Collective Agreement;

(ii) a self-review of the Member's competence and performance in each area, including any progress toward achieving the goals and objectives for the period under review. The Member may include reference to the preceding three (3) years of Employment. In cases where the Member's work during the current period is on projects of long term duration and parts of which have continued during the preceding five (5) years, the Member may include reference to the preceding five (5) years;

(iii) a list of any professional contributions to the Unit and the University including details of each activity, examples of the Member's participation and an assessment of the value of the contribution;

(iv) a list of any professional growth activities and contributions documenting

the names and dates of conferences, workshops, projects, courses of study, seminars, etc. in which the Member has participated and a description of the significance of such activity to the development of the Member as a Librarian or Archivist;

- (v) a report of any Employer approved work outside the Unit;
- c) For the coming Academic Year, a statement of the areas in which a Member will have Responsibilities, together with:
 - (i) a statement of the Member's Workload as determined through the Article *Workload* and, if applicable, a statement indicating how the Member's Workload has been modified by any Alternative Workload or Leave arrangements specified in this Collective Agreement;
 - (ii) a statement of the Member's planned contributions to the Unit, as determined in the Unit Workload Plan;
- d) a plan for professional development for the upcoming year; and
- e) any additional 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.

1.4 In response to the Member's Annual Report, the Member's immediate supervisor shall include his or her own assessment of the Member's competence and performance and will provide feedback on the goals and objectives set for the coming Academic Year. This shall be made available for the Member to review at least two (2) weeks before the Annual Review Meeting.

Annual Review

2. The Annual Review consists of:

- a) an Annual Review Meeting between the Member, his or her immediate supervisor and the University Librarian or Dean or designate to discuss the Annual Report and the immediate supervisor's response; and
- b) an Annual Review Report, based on the Annual Review Meeting and written by the immediate supervisor and the University Librarian or Dean or designate.

2.1 The Annual Review is a process that encourages and promotes the continued professional development of Members in the course of their careers. The Annual Review Meeting is intended to provide an opportunity for the Member, the Member's supervisor and the University Librarian or Dean or designate to discuss the Member's performance for the period under review as well as to discuss the Member's goals and expectations for the upcoming Academic Year.

2.1.1 For probationary Members, the Annual Review Meeting also provides a venue for

discussion of the Member's progress towards meeting the criteria for Promotion and/or Continuing Appointment.

2.2 The Annual Review Meeting may include, but is not limited to a discussion of the following:

- a) The Member's accomplishments and dependability based on the quality, quantity and consistency of work performed by the Member in relation to the expectations and priorities of the work and the accuracy, thoroughness, and efficiency of the work performed, giving due consideration to any difficulties encountered;
- b) the Member's application of professional knowledge and skills focusing on the conceptual and technical skills required of the Member in performing his or her work;
- c) organizing and setting priorities as required of a Member in performing his or her work and in accordance with the Unit Workload Plan, and giving due consideration to work which requires the Member to deal with unexpected fluctuations in the Normal Workload;
- d) making judgments or decisions in his or her work, including his or her ability to recognize and analyze problems and to arrive at sound conclusions;
- e) displaying initiative including any resourcefulness, flexibility and/or creativeness shown by the Member in the performance of his or her work;
- f) the Member's skill in interpersonal relations in performing his or her work, noting interactions with colleagues, supervisors, and patrons and his or her ability to communicate and listen;
- g) The Member's professional development initiatives, including a demonstrated commitment to professional awareness by reading the associated literature and participating in professional development activities; and
- h) applying supervisory skills, including conducting meetings, coaching, motivating and recognizing the efforts of those whom he or she supervises, if applicable.

2.3 The Annual Review Meeting shall take place no later than June 1 following the submission of the Annual Report.

2.4 The Member has the right to be accompanied by a colleague or by a representative of the Association, on one week's notice to the University Librarian or Dean.

2.5 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.

3. Following the Annual Review Meeting the University Librarian or Dean, or designate, shall provide a written Annual Review Report to the Member by June 30.

3.1 The Annual Review Report shall consist of comments on the activities described in the Member's Annual Report as well as matters discussed at the Annual Review Meeting. In the written Annual Review Report, for each of the areas of the Member's Responsibilities, the University Librarian or Dean, or their designate, in consultation with the immediate supervisor, shall categorize the Member's performance as being one of:

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

3.2 A Member has the right to respond in writing to the University Librarian or Dean or designate with any concerns she or he has about the Annual Review Report.

4. The University Librarian or Dean shall place, in the Member's Official File, with copies to the Member and the immediate supervisor:

- a) the Member's Annual Report;
- b) the response by the immediate supervisor to the Member's Annual Report;
- c) the Annual Review Report; and
- d) any response from the Member to the Annual Review Report.

5. The Committee on Promotion and Continuing Appointment shall consult copies of all Annual Reports and Annual Review Reports for purposes of the Committee's work under the Article *Promotion and Continuing Appointment*.

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, 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. Archivist Members shall have a Master's degree in Archival Studies, or a Master's degree with an archival studies specialization, or equivalent degree.

3. A *Continuing Appointment* is a permanent full-time Appointment at the Rank of Assistant Librarian or Assistant 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. Such an Appointment is open to applicants inside and outside the University. Subject to Clause 4.3 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.

4.2 Except as otherwise specified in this Collective Agreement, a Member appointed to the Rank of Assistant Librarian or Assistant Archivist or above shall have a Probationary Appointment of four (4) years.

4.3 A Member, at the Rank of Associate Librarian or Associate Archivist or above, may be recommended by the University Librarian or Dean for Continuing Appointment earlier, in accordance with the provisions of the Article *Promotion and Continuing Appointment*.

4.4 The probationary period shall be stated in the Letter of Appointment as specified in Clause 9 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.

4.5 A Member with a Probationary Appointment shall be considered for a Continuing Appointment in accordance with the Article *Promotion and Continuing Appointment* no later than six (6) months prior to the end of the 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. A Term Appointment may be made at any Rank, and shall be filled by a competition advertised inside and outside the University according to Senate rules and in accord with the provisions of the Article *Employment Equity*. Notwithstanding the above, unanticipated and emergent Term appointments of less than three (3) months duration may be filled without open competition, on recommendation of the Appointments Committee and approval of the University Librarian or Dean.

5.1 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.

5.1.1 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*.

5.2 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 University Librarian or Dean, receive a

reduction of the probationary period. No such reduction shall reduce the probationary period to less than one (1) year.

Appointments Committee

6. With the exception of the chair position, Members shall elect an Appointments Committee annually by July 1.

6.1 Should an Appointments Committee have carriage of a competition, it shall complete its work notwithstanding the election of a new Appointments Committee.

6.2 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 Appointments. The Committee, in consultation with other Members of the Unit concerned, shall recommend the qualifications and experience required for each Appointment and shall recommend the content and placement of any notice or advertisement for each Appointment.

6.3 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.

6.4 The Appointments Committee shall include:

- a) the University Librarian or Dean or designate who shall chair the Committee, but shall not vote except to break a tie;
- b) four (4) librarian Members;
- c) one (1) archivist Member; and
- d) one (1) librarian Member from a Unit that is not part of Western Libraries.

6.4.1 The Appointments Committee may elect to appoint up to two further Members, for the purpose of a particular competition, who have been determined to have expertise in the disciplinary area sought in the appointment.

6.5 All Members of the Committee shall hold Continuing Appointments.

6.6 A quorum shall consist of five (5) members, including the chair.

6.7 During the first sitting of the Committee, three (3) members shall sit for two (2) years and three (3) members shall sit for one (1) year. Thereafter, the term of Committee members shall be for two (2) years.

6.8 If there is a vacancy in the Appointments Committee, the Members shall elect a replacement.

6.9 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.

6.10 Subject to the provisions of Clause 6.9 above, all voting members of the Committee present at the Committee's deliberations shall vote on the Committee's recommendations. No voting member present may abstain from voting.

6.11 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 6.12, 6.12.1 and 6.13 below.

6.12 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.

6.12.1 The provisions of Clause 6.11 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.

6.13 All members of the Appointments Committee shall be supplied with written 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 University 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 Services for assistance.

6.14 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.

Appointment of Members

7. 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.

8. Proposals for Appointments may be submitted to the University Librarian or Dean, through the workload planning process set out in the Article *Workload*.

8.1 In accordance with Clause 7 above, the Employer shall determine the disposition of such proposals.

8.2 The University Librarian shall report annually to the Libraries Workload Committee on the proposals for Appointments received according to Clause 8 above and on the disposition of those proposals. This report shall be made available to all Members.

8.3 Appointments shall be filled by competition, and shall be posted and advertised internally and externally at the same time in accordance with Senate rules and the provisions of the Article *Employment Equity*. Any Member who applies for a posted position shall be considered for that position.

8.4 The University Librarian or Dean shall receive and maintain all applications received by the posting deadline and shall make them available to the Appointments Committee.

8.5 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 shortlist 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 candidate;
- e) consult with and call on the expertise of other librarians, archivists or faculty as required; and
- f) within ten (10) working days of completion of negotiations with the recommended candidate, provide a report to the Employer, which shall include:
 - (i) 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, as specified in the Article *Employment Equity*;
 - (ii) a ranked 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.

8.6 If the Recommendation of the Appointments Committee is that an initial Appointment be a Continuing Appointment, the University Librarian or Dean shall place the candidate's application file before the Committee on Promotion and Continuing Appointment.

8.6.1 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.

8.7 The University Librarian or Dean shall forward the report(s) and recommendation(s) of the Appointments Committee and, where applicable, the Promotion and Continuing Appointment Committee, together with his or her own recommendation, with reasons, to the Provost within ten (10) working days of the Committee decision(s) on recommendation.

8.7.1 If the University Librarian or Dean does not support the recommendation of the Appointment Committee or the Committee on Promotion and Continuing Appointment, he or she shall provide a written explanation to the Committee.

8.8 The Provost shall make the final decision on all Appointments within ten (10) working days of receiving the recommendations specified in Clause 8.7 above. If an Appointment is not approved, the Provost or designate shall give reasons for his or her decision to the University Librarian or Dean, and to the Appointments Committee. If, following recommendation for Appointment by the Appointment Committee, a recommendation for a Continuing Appointment is not approved, the Provost or designate shall give reasons for his or her decision to the University Librarian or Dean and to the Committee on Promotion and Continuing Appointment.

8.8.1 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 decision including the reasons. The notice to the Member shall advise the Member of his/her right to representation by the Association.

Letter of Appointment

9. 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) Rank, type of Appointment and date of Appointment;
- b) the current job description;
- c) initial salary;
- d) evening and weekend shift requirements;
- e) the appointee's Unit and immediate supervisor;
- f) vacation entitlement;
- g) referral to documents which provide information on existing benefits, including group insurance and pension plans currently in force.

- h) 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.
- i) any other terms and conditions of the Appointment as have been agreed upon by the appointee and the Employer; and
- j) a statement that the Appointment is subject to the provisions of this Collective Agreement.

9.1 The terms and conditions described in the Letter shall comply with the provisions of this Collective Agreement. The University Librarian or Dean shall inform the successful candidate that he or she is a Member of the Bargaining Unit and shall give him or her 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 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 (15th) 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, in total, of relief time for such officers and/or representatives of the Association, as are identified by the Association.

2.1 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.

2.2 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 .3 of a full-time equivalent.

2.3 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.

2.4 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 Responsibilities shall be adjusted. This adjustment will reflect the increased proportion of work time devoted to Service responsibilities.

Space and Services

3. Commencing when UWOFA is moved from its current temporary space, 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 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.

Committees

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.

COMPENSATION AND BENEFITS

I. Salaries for Probationary, Term and Continuing Members for the Fiscal Years 2007-08, and 2008-09.

Salaries for 2007-08

1. The 2007-08 salary increase shall apply to Probationary, Term and Continuing Appointment Members at The University of Western Ontario as of June 30, 2007, who are also eligible Probationary, Term or Continuing Appointment Members on July 1, 2007. Individual base salaries at June 30, 2007, shall be used as the starting point for the application of the components included below.

Scale Increase

2. The base salaries of all Probationary, Term or Continuing Appointment Members will be increased by 3%.

Performance-Linked Career Progress Fund (PLCP)

3. 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. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 12 through 21 of this Article.

Floor Salaries and Associated Salary Adjustments

5. Salary floors for Full-Time Members for 2007-08 are as follows:

	<u>Floor</u>
Senior Librarian or Archivist	\$69,000
Associate Librarian or Archivist	\$57,000
Assistant Librarian or Archivist	\$50,000
General Librarian or Archivist	\$46,000

5.1 After the scale 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. The adjustments outlined in Clauses 2 to 5.1 of this Article shall result in new base salaries for 2007-08, to be used as the base for future year salary adjustments.

Salaries for 2008-09

7. The 2008-09 salary increase shall be effective July 1, 2008, and shall apply to all Probationary, Term or Continuing Appointment Members at The University of Western Ontario as of June 30, 2008, who are also eligible Probationary, Term or Continuing Members on July 1, 2008. Individual base salaries at June 30, 2008, shall be used as the starting point for the application of the components included below.

Scale Increase

8. The base salaries of all Probationary, Limited-Term or Continuing Appointment Members will be increased by 3%.

Performance-Linked Career Progress Fund (PLCP)

9. 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*.

10. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 12 through 21 of this Article.

Floor Salaries and Associated Salary Adjustments

11. Salary floors for Full-time Members for 2008-09 are as follows:

	<u>Floor</u>
Senior Librarian or Archivist	\$71,070
Associate Librarian or Archivist	\$58,710
Assistant Librarian or Archivist	\$51,500
General Librarian or Archivist	\$47,380

11.1 After the scale 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.

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

Performance Assessment

12. For the years 2007-08 and 2008-09, the PLCP adjustment is based on the outcome of the Annual Report and Review, described in the Article *Annual Report and Review*.

12.1 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.

13. 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)

14. 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

15. A total number of Salary Points (SP) equal to the number of Probationary, Term and Continuing Members (converted to Full-Time equivalents) multiplied by 2.40 shall be distributed in each of 2007-08 and 2008-09.

15.1 In each year, 2.4 Salary Points per Member shall be distributed (see Clause 19 through 19.2 of this Article).

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

	<u>Base salary range</u>	<u>Salary Point Value</u>
2007-08	less than \$56,580	\$600
	\$56,580 - \$68,080	\$450
	\$68,081 and higher	\$300
2008-09	less than \$58,277	\$618
	\$58,277-\$70,122	\$464
	\$70,123 and higher	\$309

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

	<u>Base Salary Range</u>	<u>Salary Point Value</u>
2007-08	less than \$61,500	\$600
	\$61,500 - \$74,000	\$450
	\$74,001 and higher	\$300
2008-09	less than \$63,345	\$618
	\$63,345 – \$76,220	\$464
	\$76,221 and higher	\$309

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

	<u>Base Salary Range</u>	<u>Salary Point Value</u>
2007-08	less than \$70,110	\$600
	\$70,110 - \$84,360	\$450
	\$84,361 and higher	\$300
2008-09	less than \$72,213	\$618
	\$72,213 - \$86,891	\$464
	\$86,892 and higher	\$309

16.3 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>
2007-08	less than \$84,870	\$600
	\$84,870 - \$102,120	\$450
	\$102,121 and higher	\$300
2008-09	less than \$87,416	\$618
	\$87,416 - \$105,184	\$464
	\$105,185 and higher	\$309

17. 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.

18. 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

19. A Member assigned a PAI of less than 1.00 will receive 0.00 Salary Points and no PLCP-derived salary increment.

19.1 For a Member with a PAI that is greater than or equal to 1.00, and less than or equal to 2.00, the Member's Salary Points will be equal to the PAI.

19.2 For a Member with a PAI greater than 2.00, the Member's Salary Points will be equal to 2.00 plus the Member's share of any Salary Points that have not been distributed through

the provisions of this Clause or Clause 19.1 of this Article. The Member's fractional share of these undistributed Salary Points will be equal to the Member's PAI minus 2.00 divided by the sum of the PAI minus 2.00 for all Members with a PAI greater than 2.00.

Total Salary Points and Salary Increment

20. For any Member, the total Salary Points awarded may not exceed 4.00.

21. 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 Clause 16 through 16.3 of this Article.

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

23. Members shall continue to have access to the benefit plans in existence for Members on July 1, 2006, including pension plan, with the following exceptions and changes:

- a) Long term disability benefits cease on the July 1 following a Member's 65th birthday.
- b) Basic, optional and dependents life insurance benefits, and accidental death and dismemberment insurance benefits cease on the July 1 following a Member's 65th birthday, and are replaced by a basic life insurance benefit for Members of \$15,000.
- c) Subject to the provisions of Clause 23 d) of this Article, and subsequent to the July 1 following a Member's 65th birthday, Employer contributions to a Member's pension shall cease when the Member's age and years of service total ninety-five (95).
- d) Employer contributions to a Member's pension shall cease at the end of the calendar year in which the Member attains sixty-nine (69) years of age.
- e) 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 the 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 outlined in Schedule C of the Administrative Pension Plan effective January 1, 2007.

23.1 Notwithstanding the above, Members with Term Appointments of three (3) months

duration or less seconded from another full-time position within the University shall:

- a) Continue to have access to benefits plans under the conditions of appointment for their previous position; and
- b) Receive benefits as specified in Clause 23 immediately upon extension beyond their three (3) month Appointment.

III Transition Provisions

24. Members who have reached the ceiling for their PMA range will receive a one-time increase to base salary on July 1, 2007 of \$500/year for each year the Member has been at the ceiling to June 30, 2007.

25. Members who have reached the ceiling for their PMA range will receive a one-time retirement allowance of \$500/year of pre-1996 service as a librarian or archivist at the University of Western Ontario up to June 30, 2007, in a lump sum payment at date of retirement.

26. Members with twenty-one (21) or more years of service and less than thirty-one (31), as a librarian or archivist at the University of Western Ontario shall receive a one-time increase to base salary on July 1, 2007 in the amount of \$200 per year of service between twenty-one (21) and thirty-one (31).

27. Members with thirty-one (31) or more years of service as a librarian or archivist at the University of Western Ontario shall receive a one-time increase to base salary on July 1, 2007 in the amount of \$400 per year of service over thirty-one (31). This increase is in addition to the increase received through the application of Clause 26 of this Article.

28. Members who are eligible for the Administrative Pension Plan and are presently receiving Employer contributions at 7.5% of salary shall receive a 1% increase to base salary on July 1, 2007.

29. Members who are eligible for the Administrative Pension Plan and are presently receiving Employer contributions at 8% of salary shall receive a .5% increase to base salary on July 1, 2007.

30. The adjustments to Base Salary in Clauses 24 through 29 of this Article will occur after the Scale adjustment described in Clause 2 of this Article and before application of any Performance-Linked Career Progress increment.

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 and any relationship of an intimate and/or financial nature during the preceding three (3) years.
- 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 interest which has given rise to the actual or potential conflict; however, the Member shall disclose to the University Librarian or Dean such actual or potential conflict of interest as soon as possible after becoming aware of it.
- 4.** Following receipt of disclosure provided for under Clause 3 above, and after consultation with the Member, the University Librarian or Dean shall determine whether an actual or potential conflict exists and, if so, decide how it is to be resolved. The University Librarian or Dean shall immediately notify the Member in writing of his or her decision on the matter.
- 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.
- 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
- 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 University 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; and
- e) an estimate of the impact the activity will have on Professional Practice, Academic Activity, and Service Responsibilities.

11. The University 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 University 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 University Librarian or Dean may require, as a condition of granting approval, that the Member agree to a period of Reduced Responsibility 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 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. The Paid Activities Report shall include:

- 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 printing. 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 copy of the Agreement for each Member at no cost to the Members or the Association. The Employer shall provide the Association with written reasons for any delay beyond thirty (30) days from the completion of the technical editing. The Employer shall provide the Association with twenty (20) additional copies of the Agreement at no cost to the Association.
- 4.** Any Member hired subsequent to the initial distribution shall receive a copy of the Agreement from the Employer at no cost to the Member or the Association. A 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 electronic (Internet) form, and the Employer shall make this copy accessible on the Employer's public web pages.

COPYRIGHT

Definition

1. This Article shall apply to all copyrightable material. This 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 Clause 1 of this Article, 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 the Article *Intellectual Property*.

1.3 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.

2. A Member is the sole holder of copyright 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, and the Employer acknowledges that it has no interest in and no claim to any copyright for such works, except where there is an agreement to the contrary between the Member and the Employer which assigns copyright or use thereof. A copy of any such agreement shall be provided to the Association.

2.1 Subject to Clauses 3 through 4 of this Article, 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 to the contrary between the Member and the Employer or a third party which assigns copyright or use thereof. A copy of any such agreement shall be provided to the Association.

2.2 Any agreements pursuant to Clause 2 shall specify:

- a) limits and conditions of use of the copyrightable material;

- b) whether, and under what circumstances, the Member assigns the right to rework, revise, or amend the copyrightable material;
- c) what rights of use the Member retains;
- d) the term of the licensing agreement; and
- e) the conditions for renewal or termination.

2.3 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.

2.4 A Member who creates a copyrighted work in the course of the Member's Responsibilities shall grant the Employer a perpetual non-exclusive, royalty-free, irrevocable and non-transferable license to copy and/or use such works, subject to copyright requirements of any entity that has published the copyrighted work.

Works Commissioned by the Employer for Use by Others

3. 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 this Article, and shall specify copyright ownership and the terms of any licensing arrangements under the agreement.

3.1 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 all 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.

3.1.1 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 3 above may withdraw, or the parties may jointly revise the special agreement.

3.2 At the time of delivery of commissioned works, the Member shall warrant 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 3, 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.

3.3 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 licencing, donating, selling or reselling such works to any person(s), body or agency external to the University.

General

4. 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.

4.1 Members who are engaged in activities undertaken in fulfilment of their Responsibilities at locations away from the University Campus (for example, Members on Academic Activity Leave) shall continue to be subject to the provisions of this Article.

4.2 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 this Article shall pass to his or her estate.

COURT LEAVE

- 1.** When a Member is called for jury duty, or is subpoenaed by any body 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 University 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 University 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 University 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 University 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 University 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 University 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 may be the result of illness, the Employer may require the Member to undergo a medical examination pursuant to Clause 11 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, for that period, shall not be deemed to be on Sick Leave and shall receive full salary and benefits.

Disciplinary Process Distinct from Assessments

7. Disciplinary processes shall be distinct from assessment processes such as are used for 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.

Investigation

8. The Employer may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Subject to Clause 8.2.1 below, as soon as practicable after an allegation has been made, the Employer shall endeavour to inform the Member in writing that an allegation has been made. Such investigation shall be limited to the specifics of the allegation.

8.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.

8.2 Subject to Clause 8.2.1 below, and within ten (10) working days after commencing an investigation, 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 8.1 above.

8.2.1 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.

8.2.1.1 If the decision is made to withhold information under the terms of Clause 8.2.1 above, 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.

8.3 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.

8.3.1 All persons contacted by the Employer during the investigation shall be informed of the confidentiality requirement under Clause 8.3 above.

8.4 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 thirty (30) days of the start of the investigation, then the Employer shall explain the delay to the Member and to the Association as appropriate.

8.5 Notification, under Clause 8.4 above, either shall advise the Member that discipline will not be imposed or shall invite the Member to attend a meeting, before the investigation is closed and any discipline is imposed. 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.

8.6 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.

8.7 Once the investigation is concluded, the Employer will determine either that discipline will not be imposed or that the discipline process should continue. In either case, the Member will be informed in writing as soon as possible, but no later than ten (10) working days after the conclusion of the investigation.

Disciplinary Process

9. After the investigation described in Clause 8 of this Article, where the Employer has concluded that discipline of the Member is warranted, the Employer shall initiate the process by inviting the Member to a meeting. The letter of invitation shall state the time and place of the meeting, and 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.

9.1 A Member may respond in person or through an Association representative. Should a Member fail to respond to the invitation within ten (10) working days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed to reach its own conclusion about the matter and take commensurate disciplinary action.

9.2 At the meeting, the Employer shall provide the Member with details of the disciplinary measures proposed.

9.2.1 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.

9.3 Any Grievance related to a suspension or dismissal shall start at Step 3.

9.4 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.

9.5 A Member who is dismissed shall receive a lump sum equivalent to four (4) months' full salary within five (5) working days of the effective date of dismissal. Such sum shall be deducted from any retroactive salary ordered through Arbitration.

9.6 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

10. 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.

10.1 Notwithstanding Clause 10 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

11. 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

12. 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.

12.1 No investigation under this Article shall be initiated by the Employer more than ninety (90) days after it knew or ought to have known about the facts that could be the basis for discipline.

DISCRIMINATION AND HARASSMENT

1. The Association and the Employer 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

2. Harassment means engaging in a course of vexatious comment or conduct related to one or more of the prohibited grounds of discrimination under Clause 3 of this Article. Sexual Harassment means engaging in a course of vexatious comment or conduct of a sexual nature, including 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. Conduct and/or behaviour which creates an intimidating, demeaning or hostile working or academic environment also constitutes Harassment, whether or not it is based on the prohibited grounds of Clause 3 of this Article. Harassment and Sexual Harassment are serious offences that may be cause for disciplinary sanctions, including, where appropriate, dismissal or expulsion.

3. 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, dismissal, termination of employment, layoff, 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, colour, ancestry, place of birth, ethnic or national origin, citizenship;
- b) creed, religious or political affiliation or belief or practice;
- c) sex, sexual orientation, physical attributes, marital status, or family relationship;
- d) age;
- 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);
- f) place of residence (except where the place of residence would interfere with the carrying out of any part of the Member's Responsibilities);
- g) record of offences (except where such record is relevant to the Member's Responsibilities); or
- h) membership or participation in the Association.

3.1 Clause 3 of this Article does not apply to any action or decision based on a bona fide occupational requirement or qualification.

3.2 For determining what limitations may reasonably be imposed in good faith to meet the objective requirements of employment, every employee is entitled to individual consideration.

3.3 The Employer shall ensure that there shall be no systemic discrimination through policies 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.

5. There shall be no Harassment or Sexual Harassment exercised against or by any Member.

6. The Employer and all members of the University community share responsibility for ensuring that the work and study environment at The University of Western Ontario is free from discrimination and Harassment. The Employer bears the responsibility to offer to Members appointed in a supervisory capacity, and persons appointed to supervise Members, appropriate training in the recognition of behaviours and institutional cultures which may constitute discrimination and/or Harassment, and suitable procedures for removing such behaviours or cultures from the University's working and learning environment.

6.1 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article or for assisting a person in pursuit of his or her rights under this Article or pursuant to legislation protecting against Harassment or discrimination. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article. The University Librarian or Dean shall bear the responsibility of assessing any such allegations.

Complaint Procedure

General Provisions

7. Members may seek the advice of the Human Rights Officer (see Clause 13 of this Article) in order to discuss situations which may be encompassed by this Article. All such discussions shall be confidential and in accord with the policies and procedures of the Office of Equity & Human Rights Services.

7.1 A complaint may be filed by (an) individual(s) with the Human Rights Officer up to six (6) months from the incident, or latest episode in a series of incidents, of the alleged discrimination or Harassment occurring.

7.1.1 Informal resolution may be achieved with the assistance of the immediate supervisor

or the Human Rights Officer, but without the use of either investigation or mediation. The complainant may consent to such a resolution, and where a decision or action affects the respondent, both the complainant and the respondent must agree to such a resolution. The possible means of achieving informal resolution are numerous. Examples include: advice to the complainant, such as referral for counselling or letter to the respondent; relocation of the complainant and/or the respondent or any other appropriate and just measures. Informal resolution can occur without the knowledge of anyone other than the complainant, the respondent and the immediate supervisor, or the Human Rights Officer, where assistance has been provided as above.

7.2 In any meeting or hearing held pursuant to the terms of this Article, Members who are complainant(s) and/or respondent(s) may be accompanied by a representative of the Association, or by another support or resource person of the Member's choosing.

7.3 With respect to matters arising under the terms of this Article, complainant(s) and respondent(s) may be represented by legal counsel at their own expense.

7.3.1 The Employer-approved costs of the External Investigator described in Clause 10 of this Article shall be borne by the Employer.

7.4 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;
- b) a Grievance claiming that the determination of the Employer is inconsistent with the Panel of Inquiry's finding of fact;
- c) a Grievance that Discipline imposed by the Employer is inappropriate; or
- d) a Grievance that the resolution has been breached.

7.5 Members may seek assistance from the Ontario Human Rights Commission, in accordance with the OHRC six (6) month time limit, even when taking steps under this Article.

7.5.1 If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before a Board of Inquiry under the Human Rights Code 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.

Initiating the Complaint

8. Following consultation with the immediate supervisor or Human Rights Officer, the complainant(s) may elect to file a complaint which shall be in writing, signed and dated, setting out the circumstances of the alleged discrimination or Harassment, according to Clauses 2 and/or 3 of this Article, naming the respondent(s) and authorizing the Human Rights Officer to attempt informal resolution.

8.1 The Employer shall not apply the provisions of this Article following receipt of anonymous complaints or complaints that cannot identify a complainant.

8.1.1 Notwithstanding Clause 8.1 of this Article, 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.

Informal Resolution

9. Within five (5) working days of receiving the written complaint, the Human Rights Officer shall provide the respondent(s) with a copy and invite the respondent(s) to reply in writing. The Human Rights Officer shall make a reasonable effort to deliver the copy in person to the respondent. Where the copy of the complaint is delivered in person, the respondent shall sign a note of receipt, and the Human Rights Officer shall undertake to provide to the respondent, at a time convenient to the respondent, an opportunity for discussion of the procedures involved.

9.1 The respondent(s) shall have fifteen (15) working days after receiving the Human Rights Officer's request to respond in writing to the Human Rights Officer.

9.1.1 Where the respondent(s) fail(s) to make a written response within the fifteen (15) working days referred to in Clause 9.1 above, the respondent(s) shall be advised that they have a further five (5) working days to make a response, after which time the processing of the complaint will continue without their input. Any active obstruction of, or interference with, the process is subject to the provisions of Clauses 8 and 9 of the Article *Discipline*.

9.2 The Human Rights Officer shall provide a copy of any response to the complainant and attempt to discuss the complaint with both parties and shall attempt to conduct informal mediation in an effort to resolve the complaint in a manner acceptable to both parties.

9.3 If a resolution, consistent with the terms of the Human Rights Code is achieved, both parties shall sign a statement of the terms of resolution which shall be filed with the Human Rights Officer. No further action may then be taken on the complaint, unless one or both parties fails to comply with the terms of resolution.

9.4 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution document. If the Employer refuses to undertake such action, it 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 (Clause 13 of the Article *Grievance and Arbitration*.)

9.5 If a settlement is not reached within thirty (30) working days of providing the respondent with a copy of the complaint, the Human Rights Officer will so inform the parties in writing and shall advise the parties:

- a) that the complainant may elect to withdraw the complaint; or
- b) that either the complainant or the respondent may elect to request that the complaint be referred to an investigation as specified in Clause 10 below.

9.5.1 If the complainant fails to make an election under Clause 9.5 above within ten (10) working days of the receipt of the letter from the Human Rights Officer, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Human Rights Officer.

9.5.2 Any deadlines specified in this Article may be extended in exceptional circumstances by mutual agreement of the Parties.

9.6 Complaint files maintained by the Human Rights Officer pursuant to this Article shall be confidential and may not be introduced in subsequent investigations or proceedings except as provided in Clause 15 below, or unless compelled by law. The Human Rights Officer may not appear as a witness in any Arbitration arising from the application of this Article or in any subsequent investigations or proceedings unless compelled by law.

Investigation

10. The Director of Equity & Human Rights Services shall retain an External Investigator to conduct an investigation of the complaint.

10.1 Within twenty (20) working days of being retained, the External Investigator shall submit a written report to the Human Rights Officer, with copies to the complainant(s) and respondent(s). The report shall advise either that:

- a) there is no *prima facie* case raised by the complaint, in which case it shall not go forward; or
- b) there is a *prima facie* case appropriate for determination by a Panel of Inquiry.

10.2 Where a *prima facie* case is found to exist pursuant to Clause 10.1 b) above, the Human Rights Officer shall seek to meet with the complainant(s) and respondent(s) with a view to resolving the complaint on terms acceptable to both parties.

10.3 If the complaint is not resolved within ten (10) working days of the attempted meeting(s) between the Human Rights Officer, the complainant(s) and the respondent(s), the complaint shall be submitted for hearing by a Panel of Inquiry. Before submitting the complaint to the Panel of Inquiry, the Human Rights Officer shall attempt to meet with the complainant(s) and respondent(s) to reach an agreed statement of facts to be submitted to the Panel of Inquiry.

Formal Determination

Panel of Inquiry

11. The Panel of Inquiry shall be composed of one person chosen by the Association, one person chosen by the Employer, and a third person chosen by rotation from the list mutually agreed upon by the Parties and found in Appendix D. This list may be amended from time to time according to procedures set out in that Appendix.

11.1 The persons placed on this list shall be external to the University and the person chosen from the list shall chair the Panel of Inquiry.

11.2 If the complainant and respondent are members of different associations, unions or employee groups, the Panel of Inquiry shall be composed of one person chosen by the complainant's association, union or employee group, one person chosen by the respondent's association, union or employee group and a third person chosen by rotation from the list found in Appendix D. If there are multiple complainants and/or respondents who are members of different associations, unions or employee groups, the composition of the Panel of Inquiry will be determined jointly by the relevant employee groups and the Employer.

11.3 The purpose of the Panel of Inquiry shall be to determine the facts pertaining directly to the complaint. The Panel shall determine its own process and procedure and shall submit a written report based on the facts and evidence presented directly related to the complaint. The parties involved shall have the right to present evidence, to call witnesses and to present argument to the Panel of Inquiry.

11.4 Within ten (10) working days of concluding the hearing, the Panel of Inquiry shall submit the written report to the Employer and to the parties.

11.5 This report shall include a copy of the complaint, the respondent's written response (if any) and the Panel of Inquiry's findings.

11.6 The Panel of Inquiry at its sole discretion may request a copy of the External Investigator's report, but in no case shall the Panel of Inquiry make a finding solely on the basis of this report. The Panel of Inquiry's report shall be based on all of the facts and evidence presented.

Employer Determination

12. The Employer shall issue a written determination within ten (10) working days of receiving the Panel of Inquiry's report. Copies of the Employer's determination shall be sent to the parties and to the Association.

12.1 The determination shall contain:

- a) a finding, with reasons, that the complaint is or is not upheld;
- b) a statement of any remedy(ies), other action(s), sanction(s) or disciplinary measure(s) to be taken or required by the Employer; any disciplinary measures against a Member shall be in accord with the Article *Discipline*; and
- c) a statement of exoneration where appropriate.

12.2 If the determination is that the complaint is not upheld or if a subsequent Arbitration is decided in favour of a respondent Member, the Employer shall ensure that all documentation concerning the allegation is secured by the Office of Equity & Human Rights Services according to Clause 15 below.

12.3 The Employer agrees that it shall take disciplinary action against those who make allegations of Harassment which are reckless, malicious or not in good faith.

Human Rights Officer

13. The Employer shall ensure that at least one Human Rights Officer is appointed in addition to the Director of Equity & Human Rights Services to the University's Office of Equity & Human Rights Services. The procedures leading to such (an) appointment(s) shall involve consultation with the Association. The Human Rights Officer shall be responsible to give advice and receive complaints according to Clauses 7, 8 and 9 of this Article.

13.1 The Human Rights Officer shall have appropriate training in dealing with discrimination and harassment cases, including training in mediation and investigation of such cases.

13.2 By June 1 each year, the Human Rights Officer shall make an annual report to the President, with a copy to the Association. This Report shall provide a statistical record of complaints, informal resolutions and determinations, and may include any observations and recommendations the Human Rights Officer may have with respect to the implementation of this Article.

Conflict of Interest

14. A person involved in the application of any of the provisions or procedures under this Article, and who has a conflict of interest or reasonable apprehension of bias, shall immediately declare any such conflict of interest or bias to the parties to the complaint, to the Provost or designate and to the Association. The Provost or designate or the Association or, as appropriate, both jointly, shall forthwith provide a replacement for the person who has made the declaration.

14.1 A party to a complaint who objects to the participation of a 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 Provost or designate that he or she wishes that person to be replaced, stating his or her reasons. The Provost or designate shall immediately inform the Association of any such declaration. The Provost or designate shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. The Provost or designate and the Association shall then decide jointly with regard to a replacement, should one be appropriate.

Retention of Files

15. All documents related to a complaint will 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 can only be accessed if the Human Rights Officer has reason to believe that there is a pattern of Harassment.

DURATION OF THE AGREEMENT

1. This Collective Agreement shall be in force, except where specific Articles provide otherwise, for three (3) years from July 1, 2006 until June 30, 2009.

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 which culminates in an examination and/or grade being awarded. The education must be primarily of benefit to the University.
- 3.** Subject to Clauses 2, 2.1, 2.2, 4 and 5 of this Article, the Employer shall reimburse Members for the tuition fee of any course taken at The University of Western Ontario or at another accredited post-secondary educational institution, 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 at The University of Western Ontario by Members who have successfully completed a course for credit at The University of Western Ontario.
- 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 University 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. Once the course has been completed, proof of successful completion and the tuition fee receipt must be submitted to the University Librarian or Dean for reimbursement.
- 9.** 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 CRA.

10. If a course is to be taken during normal working hours, the University Librarian or Dean shall consult with the Member's immediate supervisor regarding the Member's working schedule.

11. The University 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 University Librarian or Dean. Approval of any such request shall not be arbitrarily withheld.
- 6.** A full-time Member on Education Leave shall receive:
 - a) 75% of salary for the first six (6) months of the leave; and
 - b) 50% of salary for any subsequent portion of the leave,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.** Responsibility for removal expenses lies with the Member. A Member whose application for Education Leave has been approved may request to have a portion of his or her salary while on Education 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 the Canada Revenue Agency (CRA) policy, the Employer will agree to such a request; however, the Member accepts responsibility for any subsequent adverse determination by CRA.
- 8.** Professional Leave credit shall be earned during an Education Leave subject to the provisions of the Article *Professional Leaves*.
- 9.** A Member shall apply for Education Leave in writing to the University 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.

10. The University 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 University 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 Responsibility 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 Responsibility*. 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 (5th) year in office.

5. The Member, upon both making a request to the University 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 with reasons to the University 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 subclause 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 data base to identify membership in the designated groups.

4. The Employer agrees to use search procedures to find qualified members of under-represented groups. These procedures shall include:

a) advertisements placed in both the paper and electronic versions of *University Affairs* and the *Canadian Association of University Teachers (CAUT) Bulletin* or their successors and other relevant professional journals, national newspapers, listservs and websites. In exceptional, urgent circumstances electronic advertisements in any of these publications may be used exclusively and the Employer shall notify the Association of the nature of the exceptional, urgent circumstances. The Employer, in consultation with the Appointments Committee, and through Equity & Human Rights Services, shall also develop and maintain a list of relevant contact associations representing designated groups to which copies of the advertisement shall be sent. Advertisements shall state that the University is committed to employment equity and welcomes applications from all qualified women and men, including visible minorities, aboriginal people and persons with disabilities. Copies of all such advertisements shall be transmitted to the office responsible for employment equity matters in the University;

b) letters from the University Librarian or Dean to their equivalents in other Canadian universities inviting qualified women, visible minorities, aboriginal people and persons with disabilities to apply for advertised positions; and

c) other measures as authorized by the University Librarian or Dean, in consultation with the supervisor for the position, and the office responsible for employment equity matters in the University.

5. When making a recommendation to the University 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. The Committee shall review this report before recommending any formal offer of Appointment; and
- 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, and shall submit a report on these methods to the Association by April 30, 2007.

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.

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 supply all Members chosen to serve on the Appointments and on the Promotion and Continuing Appointment Committees with a copy of the current *Employment Equity Guide for Appointments Committees and Promotion and/or Tenure Committees* and any other written information about the equity context and application of relevant federal and provincial legislation, including immigration statutes, and of University policies. The *Employment Equity Guide* shall also be made available, in electronic form, on both the University and UWOFA websites. Members shall familiarize themselves with such information as a condition of serving on such committees. Furthermore, the University Librarian or Dean or designate shall ensure that committees are aware of the relevant legislation and University policies, and the University Librarian or Dean or designate and the Members 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; and two representatives appointed by the Employer, at least one of whom shall be a member of one of the designated groups; the Director of Equity & Human Rights Services 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. The Employment Equity Committee shall be advisory to the President's Standing Committee on Employment Equity 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;
- 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) prepare and submit an annual report, including the statistical survey analysis and recommendations, to the Employer and Association. The Employer shall release the report to the University community and to the President's Standing Committee on Employment Equity.

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 10.3 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.** A Continuing Appointment Member is 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 University 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 Leaves*.
- 9.** Any application for Exchange Leave shall be made by the Member to the University 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.
- 10.** The University 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.

EXPENSE REIMBURSEMENT

Professional Expense Reimbursement (PER)

1. Each Member holding a full-time Appointment may claim Reimbursable Expenses up to a value of \$600 for the calendar years 2006, 2007 and 2008.

1.1 Each Member holding a part-time Appointment may claim Reimbursable Expenses up to a value of \$300 for the calendar years 2006, 2007 and 2008.

2. 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, 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.

3. Any material or equipment remaining after use by the Member shall be the property of the Employer.

Travel Expense Reimbursement (TER)

4. 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 Travel.

5. Each Member holding a full-time Appointment may claim Reimbursable Expenses for travel up to a value of \$300 for the calendar years 2006, 2007 and 2008.

5.1 Each Member holding a part-time Appointment may claim reimbursement of eligible expenses up to a value of \$150 for the calendar years 2006, 2007 and 2008.

6. Reimbursable Expenses for Travel include:

- a) registration fees for the Member to attend professional or scholarly conferences, institutes, meetings, seminars or workshops; and
- b) transportation, food and accommodation according to the University travel policies, for the Member for professionally related activities.

General

- 7.** Members shall submit receipts for expenditures covered under Clauses 1, 1.1, 5 and 5.1 of this Article to the University Librarian or Dean for approval during the period from February 1 to March 31 each year. Claims for eligible expenses exceeding \$500 may be made at any time of the year. Reimbursement shall occur within one (1) month of submission to Financial Services.
- 8.** Newly-hired Members shall have access to the annual PER and annual TER for the calendar year in which the appointment begins, provided they have at least six (6) months service during that calendar year. Members hired after July 1, but before November 1, shall have access to one half of the annual PER and one half of the annual TER for that year.
- 9.** If a Member's Reimbursable Expenses exceed the amount specified in Clauses 1, 1.1, 5, or 5.1 above, the non-reimbursed portion of such excess may be claimed in a subsequent calendar year, during the term of this Collective Agreement, but not beyond.
- 10.** Any unclaimed portion of the amounts specified in Clauses 1, 1.1, 5, or 5.1 above may be utilized for eligible Reimbursable Expenses incurred in a subsequent year during the term of this Collective Agreement, but not beyond. Amounts specified in Clauses 1, 1.1, 5 above, or 5.1 for which a claim has not been submitted for approval by March 31, 2009, shall not be available for reimbursement of expenses.

- 11.** 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); the Member accepts responsibility for any subsequent adverse judgment by CRA.

Transition

- 12.** Any amounts in respect of Professional Expense Reimbursement received by Members under Professional Managerial Association conditions of employment shall be deducted from the maximum entitlements specified in Clauses 1 and 1.1 of this Article for the calendar year 2006.

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

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 Responsibility.

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 0.4167 percent for each day of layoff required, ^{\$\$\$} and such reduction shall remain in effect during the term of the verified Financial Emergency;

^{\$\$\$} 0.4167% is 1/240. Assume twenty (20) "working days" in each month.

- 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.

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.** All written communications pursuant to this Article shall be by registered mail or receipted hand delivery and receipt of notification shall be deemed to be the date of delivery of such communications.

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 University Librarian or Dean before the initiation of a formal Grievance. The University Librarian or Dean may appoint an Associate 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 University 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 known of the circumstance giving rise to the dispute. A meeting shall be convened by the University 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 University 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 University 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 University 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 University 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 University Librarian or Dean or designate cannot resolve the dispute, the University Librarian or Dean or designate shall, within five (5) 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 University 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 University Librarian or Dean or designate in writing within fifteen (15) working days of the Association's receipt of the University 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 University 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 University Librarian or Dean or designate pertaining to the Grievance. The University Librarian or Dean or designate shall forward his/her written decision to the Association within five (5) 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 University Librarian or Dean or designate within five (5) 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 five (5) 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. The submission shall contain, in addition to the information provided in Step 1 (if there was such a Step), any correspondence or other documents presented at Step 1 and the written disposition thereof.

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.

13.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two (2) working days prior to the Step 2 meeting.

13.4 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Member(s), the Association and the Employer within ten (10) working days after the date of the Step 2 meeting.

13.5 If no settlement is reached at Step 2 the Provost or designate shall within five (5) 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 ten (10) 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 involving the termination of employment for cause or 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. The appointment of the Arbitrator shall be conditional upon the Arbitrator's agreeing that the award shall be delivered 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.

14.2 Arbitration Board: Where the Parties agree or if the case to be arbitrated concerns the termination of a Member's employment for cause 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 Appointment of the Chair shall be conditional upon the Chair's agreeing that the award shall be delivered 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. 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 The Employer's implementation of ICTs may necessitate revisions of Unit Workload Plans.

3.2 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.

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

3.3 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 creating the Unit Workload Plan, 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 Unit Workload Plan, 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 Employer shall grant Compassionate Leave to a Member when a death occurs in his or her Immediate Family. The University Librarian or Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member, considering the need to make arrangements for and/or to attend the funeral or memorial service. Such Leave shall be with pay.
2. 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 University Librarian or Dean or designate may also grant 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, or for other personal reasons requiring urgent attention. The University Librarian's or Dean's or designate's approval of Compassionate Leave on such grounds shall not be arbitrarily withheld. The University Librarian or Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member. Such Leave shall be with pay.
4. A Member requiring Compassionate Leave shall notify the University Librarian or Dean or designate as soon as possible, providing the reasons for the Leave.

Sick Leave and Salary Continuance

5. The Employer shall provide the arrangements described in Clauses 6 through 20 of this Article to assist eligible Members who are absent from the workplace as a result of illness or injury.
6. A Full-Time Member who is absent from work as a result of illness or injury up to a maximum of fifteen consecutive calendar weeks (one hundred five consecutive calendar days) shall receive his or her actual salary, except as described in Clauses 6.1, 6.2 and 6.3.
 - 6.1 If there is a recurrence of the same or related illness or injury during the first four weeks following a Full-Time 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 Sick Leave.
 - 6.2 If a Full-Time Member on Sick Leave is able to return to work on a part-time basis within the fifteen-week period, the fifteen-week Sick Leave period shall be extended by the amount of time actually worked by the Full-Time Member during the initial fifteen-week Sick Leave period.
 - 6.3 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, end the Professional Leave and elect to go on Sick Leave. 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 University Librarian or Dean.

6.4 If a Full-Time Member becomes ill or injured while on Education Leave such that the 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 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 University Librarian or Dean.

6.5 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.

6.6 If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Sick Leave (one hundred five consecutive calendar days), the Full-Time Member will be entitled to Long-Term Disability as outlined in Clauses 18 and 19 of this Article.

7. A Part-Time Member who is absent from work as a result of illness or injury shall receive his or her actual salary up to a maximum of fifteen calendar weeks (one hundred five calendar days) in any twelve-month period.

8. A Member shall report any illness or injury arising out of and in the course of his or her employment to his or her University Librarian or Dean or designate as soon as possible.

8.1 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 by the Employer for up to the first fifteen 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.

9. A Member shall inform his or her University Librarian or 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.

10. After an absence of one week, and when reasonably requested thereafter by the Employer, the Member shall provide a written statement 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.

10.1 The Employer shall acknowledge receipt of the notification provided by a Member in accordance with Clause 10 above, and shall inform the Member in writing that the Member may contact Rehabilitation Services to obtain information about short- and long-term benefit entitlements, return to work procedures, and relevant deadlines, and may seek the assistance of the Association.

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

11. 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 whenever the Employer reasonably considers such documentation and/or information necessary. Should the Member's choice of Health Care Professional not be acceptable to the Employer, an additional medical examination may be carried out by Staff/Faculty Health Services. 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.

12. Subject to any disclosure or report required by statute, nothing in Clause 11 of this Article shall require, permit or allow any disclosure of any medical information from the Office of Staff/Faculty Health Services, or any other Health Care Professional, 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

13. Before a return to work following an illness- or injury-related absence of more than two weeks (fourteen 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 11 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.

14. 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 Member's University 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.

15. 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.

16. If a Member is to return to work with restrictions, the Member's University Librarian or Dean or designate shall contact Rehabilitation Services before the Member's return to work.

16.1 Following this contact, and normally before the Member's return to work, the Member, the University 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 University Librarian or Dean and the Member, and the Member's immediate supervisor, if applicable.

16.2 The Member shall be allowed sufficient time to consult the Association.

16.3 If the University Librarian or Dean or designate, and the Member both confirm that the arrangements for return to work are appropriate, the University Librarian or Dean or designate, a representative of Rehabilitation Services and the Member shall sign copies of the arrangements.

17. Subject to Clause 15 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 Home Unit.

Long-Term Disability (Full-Time Members Only)

18. If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Sick Leave, the Full-Time Member may qualify for the benefits described in Clause 18.1 or 18.2 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.

18.1 For a disability resulting from workplace injuries or illnesses, the WSIB will pay the Member directly. The Member may also qualify for Canada Pension 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 absent, the Member shall qualify for partial LTD from the University Group Disability Insurance program; or

18.2 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 Disability.

19. Notwithstanding any other provision of this Collective Agreement, if a Member continues to qualify for Workplace Safety and Insurance Board benefits or qualifies for LTD beyond

the one-hundred-five-day Sick Leave period, then the Member's extended health plan, dental care, visioncare, pension and basic life insurance benefits shall be continued and paid for by the Employer while the Member is covered by these programs.

Retention of Previous Entitlements

20. 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 months (twenty-six weeks). If, after an absence of fifteen 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.

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:

- a) a list containing the name, Appointment status, rank, year of first (1st) Appointment, year of Appointment to current rank, year of highest degree, birthdate, sex, university address, and the nominal and actual salaries of each Member employed as of June 30, and still employed on July 1 of each year, by the end of the calendar year;
- b) the names of all Members whose employment has terminated, the dates of terminations, and the categories of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death, at the end of each quarter; if this date cannot be met, the Parties will meet and determine another mutually agreeable date;
- c) the names and new ranks of Members who have received promotions, and the effective dates of such promotions, no later than the end of the calendar year; and
- d) a list of all Members granted Leave for the present or next Academic Year or part thereof specifying the type and duration of leave granted, no later than the end of the calendar year.

2. The Employer shall provide the Association with the following information within one (1) month of the information's 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;
- c) the annual audited statement of the University, when this statement has been approved by the Board, including all appendices, supplements and ancillary documents;
- 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 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 informational 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

Definitions

1. For the purposes of this Article, and subject to Clause 18 of this Article, *Intellectual Property* 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.

1.1 Computer software developed, improved or written by a Member can be Intellectual Property if the Member wishes it to be protected and exploited for commercial gain. For the purposes of this Article, three classes of computer software Intellectual Property are recognized. These are:

- a) computer software developed, improved or written by a Member which is an integral part of a larger item of Intellectual Property, and which is intended for use with non-computer software components. Such computer software shall be treated like all other forms of Intellectual Property for the purposes 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 Intellectual Property. Such computer software shall be designated Free Standing Computer Software Intellectual Property for the purposes of this Article, and shall be subject to the provisions 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 Intellectual Property. Such software shall be subject to the provisions of this Article.

2. For the purposes of this Article, Intellectual Property 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*.

3. For the purposes 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.

4. For the purposes 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 Intellectual Property.

4.1 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 Intellectual Property for:

- a) obtaining and maintaining statutory protection for the Intellectual Property, 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 Intellectual Property (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 Intellectual Property for commercial gain, including travel expenses actually incurred by the IPC(s) and/or personnel of the Office of Industry Liaison, and other marketing expenses, freight and insurance costs incurred in transporting any goods or other material related to the Intellectual Property 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 Intellectual Property and any goods and material related thereto.

4.1.1 Expenses shall not include any costs for time spent by Office of Industry Liaison personnel, the IPC(s) or other University personnel in activities referred to in Clauses 4.1 a), b) and c) of this Article or in any other activities related to the Intellectual Property.

4.2 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 Intellectual Property 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 Intellectual Property, 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 Intellectual Property unless a different sharing arrangement has been agreed to under the provisions of Clause 7.1 below.

Determination of Income and Expenses

4.2.1 Where the Employer or the IPC(s) receive(s) consideration from the use, sale, assignment, licensing or other disposition of Intellectual Property 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 Intellectual Property 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 Intellectual Property for commercial gain; or
- (ii) agreement between the Employer and the IPC(s).

4.2.2 Where the fair market value in 4.2.1 b) cannot be established through the provisions of 4.2.1 b) (i) or (ii), the Dispute Resolution process described in Clauses 22 and 23 of this Article shall be used.

4.2.3 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).

4.3 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 10 or 11 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.

4.4 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.

4.5 Subject to the provisions of Clause 4.4 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.

4.6 Subject to the provisions of Clause 4.4 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) these shall be deducted from the Gross Incomes in the same ratio as these Expenses are to each other.

Intellectual Property Not Arising from Contract Arrangements

5. Intellectual Property not arising from Contract Arrangements, unless otherwise assigned, shall be owned by the IPC(s).

6. The Parties acknowledge that it is in the interest of the Employer and Members for Intellectual Property to be protected and/or exploited for commercial gain as quickly as possible after the creation of the Intellectual Property. 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 Intellectual Property created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the Office of Industry Liaison. This disclosure shall be made to the Employer through the Office of Industry Liaison, 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 Intellectual Property for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the Intellectual Property that would jeopardize the IPC's (IPCs') ability to protect the Intellectual Property or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the Intellectual Property and/or exploit it for commercial gain. Where a Member is obliged to disclose details of Intellectual Property to another institution, this shall not remove the obligation to disclose to the Employer under this Clause.

7. Within four weeks of the disclosure specified in Clause 6 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.

7.1 The discussions referred to in Clause 7 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 10 or 10.1 of this Article. Where the Intellectual Property may be exploited for commercial gain through a spin-off company, the discussions referred to in Clause 7 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 4 through 4.6 above, and 10 e) below. Where there is more than one IPC associated with the Intellectual Property, 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 Intellectual Property.

8. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, the Employer shall, within three months of the assignment by the IPC(s), notify the IPC(s) whether it intends to seek protection of the Intellectual Property and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s).

8.1 Any decisions of the Employer not to protect Intellectual Property and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 10.2, are business decisions and not based on an assessment of the academic merits associated with that Intellectual Property.

9. During the period specified in Clause 8 of this Article, and any extension thereof, the IPC(s) shall not seek to protect the Intellectual Property, 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.

10. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, and the Employer agrees to protect the Intellectual Property and/or exploit it for commercial gain, then:

a) the Employer assumes the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. 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 Intellectual Property for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the Intellectual Property;

b) the IPC(s) shall not disclose or publish any details of the Intellectual Property for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the Intellectual Property 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 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 15.1 7.2 or 7.3 15.2 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 Intellectual Property 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 Intellectual Property has not been exploited for commercial gain through a spin-off company (for example, where the Intellectual Property 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 Intellectual Property 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 4 through 4.6 above unless a different agreement regarding share of equity in a spin-off company has been agreed to under the provisions of Clause 7.1.

10.1 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize Intellectual Property 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 Intellectual Property 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 Intellectual Property that may be needed for its application, commercialization or licensing.

10.2 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property 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 Intellectual Property 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.

10.3 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the Intellectual Property, the IPC(s) may request that the Employer transfer the rights to the Intellectual Property, 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 22 and 23 of this Article.

11. 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 10.2 or 10.3, the IPC(s) is(are) free to protect the Intellectual Property 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 Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. The IPC(s) shall use such efforts as he/she (they) believe(s) are reasonable in the circumstances to exploit the Intellectual Property 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 Intellectual Property 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 25% of the Net Income for the previous Fiscal Year, unless the Intellectual Property is Free Standing Computer Software Intellectual Property, in which case the IPC(s) shall remit to the Employer a sum equal to 12.5% of the Net Income for the previous Fiscal Year. In the case of computer software Intellectual Property defined under Clause 1.1 c) of this Article, the IPC(s) shall remit to the Employer a sum equal to 6.25% of the Net Income for the previous Fiscal Year.

11.1 If at any time following the periods specified in Clauses 7 and 8 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 Intellectual Property, then the IPC(s) shall be free to publish or disclose the details of the Intellectual Property.

Intellectual Property Arising from Contract Arrangements

12. 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 Intellectual Property as part of his or her Responsibilities, and/or to generate Intellectual Property using University facilities.

13. 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.

13.1 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 Intellectual Property created under the Contract Arrangement, and shall specify which party(ies) shall have the right to protect the Intellectual Property and exploit it for commercial gain.

13.2 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 Intellectual Property created under the Contract Arrangement. Such period of time shall not exceed 120 days, but may be extended once by agreement of all the parties; under no circumstances may the extension exceed one year.

13.3 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.

13.4 In the case that the Member possesses sole ownership of the Intellectual Property and the exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 of this Article, Clauses 6 to 12, inclusive, of this Article shall apply.

13.5 In the case that the external body who is a party to the Contract Agreement possesses sole or partial ownership of the Intellectual Property and partial or exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 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 Intellectual Property

shall revert to the Member and Clauses 6 to 12, inclusive, shall apply.

13.6 In the case that the Employer has sole ownership and the exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 of this Article, Clauses 13.6.1 to 13.6.7, inclusive, shall apply.

13.6.1 Full details of any Intellectual Property created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the Office of Industry Liaison. This disclosure shall be made to the Employer through the Office of Industry Liaison and shall be sufficiently detailed to allow an assessment of the suitability of the Intellectual Property for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the Intellectual Property that would jeopardize the IPC's (IPCs') ability to protect the Intellectual Property or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the Intellectual Property and/or exploit it for commercial gain.

13.6.2 The Employer shall, within four months of receiving the disclosure by the IPC(s), notify the IPC(s) whether it intends to seek protection of the Intellectual Property 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 Intellectual Property for commercial gain, without the consent of the Employer.

13.6.3 Any decisions of the Employer not to protect Intellectual Property and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 13.6.6, are business decisions and not based on an assessment of the academic merits associated with that Intellectual Property.

13.6.4 If the Employer undertakes to protect the Intellectual Property and/or exploit it for commercial gain, then;

a) the Employer assumes the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. 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 Intellectual Property for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the Intellectual Property;

b) the IPC(s) shall not disclose or publish any details of the Intellectual Property for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the Intellectual Property 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 months of the disclosure required under Clause 13.6.1 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 7.2 or 7.3 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 Intellectual Property 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 Intellectual Property has not been exploited for commercial gain through a spin-off company (for example, where the Intellectual Property 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 Intellectual Property 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.

13.6.5 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize Intellectual Property 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 Intellectual Property 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 Intellectual Property that may be needed for its application, commercialization or licensing.

13.6.6 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property 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 Intellectual Property 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 Intellectual Property, in which case it ceases to be Intellectual Property as defined in this Article.

13.6.7 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the Intellectual Property, the IPC(s) may request that the Employer transfer the rights to the Intellectual Property, and any issued or pending registration for statutory protection, to the IPC(s), and the IPC(s) is(are) free to protect the Intellectual Property and/or exploit it for commercial gain in accord with the provisions of Clause 11 of this Article. Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 22 and 23 of this Article.

Intellectual Property Arising from Collaborations Outside Contract Arrangements

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

15. 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 Intellectual Property generated by the Member as part of the collaboration.

16. a) Where a Member undertakes Research where it is envisaged that the creation of Intellectual Property 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 Research, establish in writing, and with the agreement of the collaborator(s), how the ownership of any Intellectual Property, 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 Research that leads to the creation of Intellectual Property 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 Intellectual Property, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.

17. a) In cases where the IPC(s) has (have) assigned rights to protect and/or exploit Intellectual Property 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 10 d) or 10 e) between the creators of the Intellectual Property 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 22 and 23 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 16 of this Article cannot be reached between the IPC and his/her collaborators and/or the employer of the collaborator(s).

General

18. The rights granted to a Member under this Article do not extend to anything created by a Member as part of specially assigned Teaching 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.

19. 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. 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.

20. Members who are engaged in activities undertaken in fulfilment of their Responsibilities at locations away from the University Campus (for example, Members on a Professional Leave) shall continue to be subject to the provisions of this Article.

21. 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

22. 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 Intellectual Property, or from ownership of Intellectual Property 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 days after the referral of the dispute.

22.1 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 days of the resolution.

23. If any dispute between (a) Member(s) and the Employer is not resolved through the application of Clauses 22 and 22.1 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 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 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 4.1 of this Article. Any other expenses incurred by a party to the dispute shall be borne by that party.

Previous Arrangements

24. 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 Intellectual Property 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.** The current Joint Committee shall be expanded to include one Librarian or Archivist, and one additional representative of the Employer.
- 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.
- 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.** A Continuing Appointment Member is 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 University 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 University 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 Leaves*.
- 7.** A Member shall apply in writing at least six (6) months before the proposed Leave is to take effect to the University 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 University Librarian or Dean or designate. The University 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.
- 9.** Members on a Leave of Absence are not eligible for consideration for Promotion during the Leave of Absence. Any record of activity in the Member's areas of Responsibilities that is generated during the Leave period may be included when a participant is considered for Promotion and/or Continuing Appointment.

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. In this Article, Library Director shall mean the Member who carries out delegated administrative and supervisory responsibilities in the overall management of the Business Library, Education Library, John and Dotsa Bitove Family Law Library, the Music Library, Library Technical Services or any other position designated as a Library Director by the Employer.

1.1 In this Article, Department Head shall mean the Member who carries out delegated administrative and supervisory responsibilities in the overall management of the Research and Instructional Services Department in the Allyn and Betty Taylor Library, or the Research and Instructional Services Department in The D. B. Weldon Library. This definition shall also apply to new positions which are similar in scope and responsibility other than those designated as a Library Director.

1.2 The University Librarian shall consult with the Library Director or Department Head on the budgetary requirements and matters of appointment within their Library or Department, and shall consider and respond to any proposals or issues concerning their Library or Department that are brought forward by the Library Director or Department Head.

1.3 The specific responsibilities of, and the authority delegated to, a Library Director or Department Head shall be in accordance with this Collective Agreement and shall be specified in the Memorandum of Understanding described in Clause 9 below.

Terms of Office

2. The term of office for a Library Director or Department Head shall be from three (3) to five (5) years. Following a review by, and recommendation from, the Selection Committee as defined in Clause 5.1 below, and subject to Clause 4.1 below a Member's term as Library Director or Department Head may be renewed.

2.1 A Member who is a Library Director or Department Head shall receive an annual stipend. For Members who become a Library Director following ratification of this Collective Agreement, the amount of the stipend shall be a minimum of \$3000. For Members who become a Department Head following ratification of this Collective Agreement, the amount of the stipend shall be a minimum of \$2000. For all Members who are Library Directors or Department Heads as of the ratification date of this Collective Agreement, the amount of the stipend shall be considered included in the amount of base salary the Member currently receives. The amount of the stipend and any other arrangements negotiated between the Member and the University Librarian shall be written into the Memorandum of Understanding as set out in Clause 9 below.

2.2 A Library Director or Department Head who has served a term of five (5) years or more, and who at the conclusion of his or her term continues as a Member, shall continue to receive the stipend as part of his or her salary; however, the amount shall be reduced by the amount of any salary increments subsequently received by the Member.

2.3 Upon completion of a term of office as Library Director or Department Head, the

Member shall return to a position assigned at the discretion of the University Librarian. 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.

Workload

3. 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*.

3.1 Where a Member with Responsibilities in Academic Activity receives an Alternative Workload under Clause 3 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 as Library Director or Department Head.

3.2 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 10.3 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.

3.2.1 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*.

Renewal of a Term as Library Director or Department Head

4. No later than ten (10) months prior to the end of a Library Director or Department Head's current term, the University Librarian shall discuss with the Member the possibility of serving another term.

4.1 The Member shall respond in writing to the University Librarian within one (1) month of this discussion, advising whether or not he or she wishes to be considered for any subsequent term.

5. Should the Member wish to continue for another term, a Selection Committee shall be convened for the purpose of reviewing the work of the Member for possible renewal. The University Librarian or designate shall call for the election of Members to the Selection Committee no later than five (5) working days after receiving the Member's decision to be considered for a subsequent term.

5.1 The Selection Committee shall include:

- a) the University Librarian 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 University Librarian;
 - c) one (1) Member who is a Library Director or Department Head elected by all Members of the Bargaining Unit; and
 - 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.

5.2 The University Librarian shall inform all Members of the names of the members of the Committee.

5.3 The Selection Committee shall be convened by the chair of the Committee within two (2) weeks after the election of the members of the Committee.

5.4 Members of the Selection Committee shall consult with the Members in the Library or Department to determine their preferences and opinions on such matters as the renewal of the current Library Director's or Department Head's term of office, internal versus external candidates, the suitability of Members in the Library or Department for the position, desirable attributes or qualities for the Library Director or Department Head, and specific questions which could be asked of any candidate. This consultation shall take the form of an invitation to each Member in the Library or Department to meet individually with one (1) or more members of the Selection Committee. The Committee shall also invite Members of the Library or Department to provide written submissions on matters relevant to the Committee's work.

5.4.1 The Selection Committee shall ask Members of the Library or Department to recommend names of faculty members or staff who should be invited to attend committee meetings.

5.4.2 All such consultations shall be confidential. Opinions collected shall be used without prejudice.

5.5 The Selection Committee shall review the work of the Library Director or Department Head before making a recommendation to the University Librarian. The review shall include consultation with Members in accordance with Clauses 5.4, 5.4.1 and 5.4.2 above. The Selection Committee shall also review the Library Director's or Department Head's current Annual Report and Annual Review Report.

6. The Selection Committee shall either recommend or not recommend the Library Director or Department Head for a second term.

6.1 Within one (1) week of the Selection Committee making its recommendation, the Chair shall forward the recommendation to the Provost.

6.1.2 The Provost shall make the final decision as to the renewal of the Library Director's or Department Head's term of office for another term, and shall give reasons for his or her decision to the Selection Committee and to the Association.

6.2 If a Library Director or Department Head is renewed for another term, the University Librarian shall inform all Members of the renewal and, in consultation with the Member, shall provide an updated Memorandum of Understanding to be co-signed by the University Librarian and the Member and placed in the Member's Official File.

Selection of a Department Head or Library Director

7. If the Member, after consultation with the University Librarian as specified in Clause 4 above, has indicated in writing that he or she does not wish to continue as Library Director or Department Head for another term, or leaves the position before the end of his or her term, or if a new Library Director or Department Head position is created, the University Librarian or designate shall call for the election of a Selection Committee, in accordance with the provisions of Clause 5.1 above to select a new Library Director or Department Head. In each case the call for election shall be made within five (5) working days of the relevant decision; where the current Library Director or Department Head decides not to serve another term or complete the current term, this shall be receipt of the Member's decision by the University Librarian; where a new Library Director or Department Head position is created this shall be the date upon which the decision to fill the position is made by the University Librarian.

7.1 If the Selection Committee formed according to Clause 5.1 above has not recommended that the current Library Director's or Department Head's term be renewed, or if the Selection Committee's recommendation to renew the current Library Director's or Department Head's has not been approved by the Provost, the University Librarian shall, within five (5) working days, direct the Selection Committee to reconvene.

7.2 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. Applicants shall include evidence of their previous performance in Professional Practice, Academic Activity and Service.

7.3 Internal applicants for a position as Library Director or Department Head shall be Members with a Continuing Appointment.

7.4 The Selection Committee shall consider all applicants.

7.5 The Selection Committee shall consult with the Members in the Library or Department to ascertain their opinions and preferences regarding any short-listed candidates. All Members shall have an opportunity to become aware of the candidate's qualifications and suitability for the position. This shall involve an invitation to meet with the candidate, to review the curriculum vitae of the candidate, and to attend a presentation given by the applicant.

7.6 The Selection Committee shall consider all written submissions received from Members of the Library or Department.

8. The Chair of the Selection Committee shall forward the Committee's recommendation to the Provost.

8.1 If the Committee recommends an internal candidate, the Provost shall approve or deny the recommendation of the Selection Committee within ten (10) working days after receipt of the recommendation. Any denial of the Committee's recommendation shall be accompanied by written reasons.

8.2 If the Committee recommends an external candidate and the Provost agrees that an external appointment is possible, the University Librarian shall place the curriculum vitae of the recommended candidate, the evidence of the candidate's previous performance in Professional Practice, Academic Activity and Service, and any letters of reference considered by the Selection Committee before the Committee on Promotion and Continuing Appointment.

8.3 The Committee on Promotion and Continuing Appointment shall recommend to the Provost whether or not a Continuing Appointment should be granted, and shall recommend the Rank at which the Appointment is to be made and the duration of the probationary period.

8.4 The Provost shall approve or deny the recommendations of the Selection Committee and the Committee on Promotion and Continuing Appointment. Denial of the recommendation of either Committee shall be accompanied by written reasons to both Committees.

9. The University Librarian shall enter into negotiations with the candidate approved in accordance with the provisions of Clause 8.1 or 8.4 of this Article. All arrangements made under the provisions of Clauses 3 and 3.1 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 Leaves*, shall be described in a Memorandum of Understanding. This Memorandum 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 Memorandum of Understanding shall be co-signed by the University Librarian and the Member and shall be placed in the Member's Official File.

9.1 Any subsequent changes to the arrangements made according to the provisions of Clause 9 above must be reflected in an amended Memorandum of Understanding and placed in the Member's Official File.

9.2 Should negotiations with a candidate fail, the Selection Committee shall reconsider the applicants and shall make a new recommendation to the Provost.

10. If an external candidate is appointed, the University 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 9 of this Article. The terms and conditions described in the Letter shall comply with the provisions of

this Collective Agreement. The University Librarian shall inform the successful candidate that he or she is a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement and access to a summary of existing benefits, including group insurance and pension plans, currently in force.

Acting Department Head or Acting Library Director

11. If the position of a Library Director or Department Head becomes vacant and a successor has not been selected, the University 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.

11.1 After consulting with the Library or Department Members, the University Librarian shall appoint an Acting Library Director or Acting Department Head to serve until such time as the Provost has approved a recommendation from the Chair of the Selection Committee and a new Library Director or Department Head begins his or her term of office.

11.2 The term of office for an Acting Library Director or Acting Department Head shall not exceed one (1) year and shall not be renewable.

11.3 For a Member serving as Acting Library Director or Acting Department Head, the provisions of Clauses 3 and 3.1 apply.

11.4 A Member serving as Acting Library Director shall receive a minimum stipend of \$1500. A Member serving as Acting Department Head shall receive a minimum stipend of \$1000. A Member shall not continue to receive the stipend following the conclusion of his or her term as Acting Library Director or Acting Department Head.

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 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 University 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, 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 University 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) the Member's Annual Report and Annual Review Report, with any supporting documentation as outlined in 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. The University Librarian or Dean or designate shall send each Member a copy of the inventory sheet of his or her Official File annually at least two (2) weeks before the Annual Report and Review.

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 University 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 University 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 University 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 University Librarian or Dean shall render a decision in writing, 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 University 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 University 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.

Parental/Adoption Leave

3. 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 University 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 of 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 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.

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. A Member who has taken a Pregnancy and/or Parental/Adoption Leave of at least twenty-four (24) weeks may elect to have her or his Promotion and/or Continuing Appointment decision postponed for one (1) year for such Leave.

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. 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.

11. 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.

12. 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 Responsibility Agreement. Such an application shall not be arbitrarily denied. Such an Agreement is governed by the relevant provisions of the Articles *Reduced Responsibility and Alternative Workload*.

13. A Member may end the Leave on a date earlier than that originally set out by providing written notice to the Member's University 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 Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 (FIPPA). 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 assist the Employer in meeting its obligations under this Act.

2. Subject to the provisions of Clauses 1, 2.2, 2.3 and 2.4 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.

2.1 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 legally authorized representative to his or her Files, in any form, for removing, destroying, purging, or any other purpose.

2.2 Notwithstanding the provisions of Clauses 2 and 2.1 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.

2.3 Any Files of a terminated Member that remain after application of the provisions of Clause 2.1 above shall, after a minimum of eight (8) months' storage, be disposed of at the discretion of the University Librarian or Dean by:

- a) offering them to the University Archives as a donation;
- b) confidential destruction; or
- c) retaining them for internal use.

2.3.1 Any Files of a terminated Member retained for an additional time for internal use shall be disposed of at a later date by the University Librarian or Dean by:

- a) offering them to the University Archives as a donation; or

b) confidential destruction.

2.4 The Employer shall not inspect a Member's Files 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 or e-mail usage in a manner that in any way divulges, either to the Employer or a third party, the contents of 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, together with the reasons for them. This provision may be waived after consultation with the President of the Association.

3. 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.

PROFESSIONAL LEAVES

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** Members with at least 10% Academic Activity Responsibility shall accrue eligibility for Academic Activity Leave at the rate of one (1) month's 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 six (6) 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 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

- 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 University 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 Article *Reduced Responsibility* shall contain explicit provisions defining the method by which Professional Leave eligibility will be calculated during the period of the Reduced Responsibility 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 80% 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 University 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 University 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 University Librarian or Dean or designate using the following criteria:

- a) the application is complete and accurate;
- 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 Reviews 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 University 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 University 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 University Librarian or Dean or designate shall provide the applicant with a letter describing the manner in which, in the University 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 University 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 University Librarian or Dean or designate within two (2) weeks of the letter being sent.

12.2 The University 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 University 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 whose application for Professional Leave has been approved may request that a portion of his or her salary while on Professional Leave be paid as a Research Grant (Academic Activity Leave only) and/or as a Removal Expense. Insofar as the request is deemed 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.

15. Upon completion of a Professional Leave, the Member shall, within three (3) months, provide the University 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.

Transition Provisions

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

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. Successful performance in Professional Practice will be considered the primary criterion for Promotion and Continuing Appointment. For Members with Responsibilities in the area of Academic Activity, the performance in Academic Activity shall meet the expectations for the current 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. 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) the University Librarian or designate from Western Libraries who shall chair the Committee, but shall not vote except to break a tie;
 - b) four (4) voting librarian Members, elected by the Members;
 - c) one (1) voting archivist Member, elected by the Members; and
 - d) one (1) voting librarian Member from a Unit that is not part of Western Libraries elected by the Members.

4.1.1 One (1) Member shall be elected as an alternate.

4.1.2 Where the candidate being considered is from a Unit that is not part of Western Libraries, the Dean of that Unit may elect to be a member of the Committee or appoint a designate to the Committee. The Dean or designate shall be without vote.

4.2 All voting members of the Committee on Promotion and Continuing Appointment shall hold Continuing Appointments.

4.3 During the first sitting of the Committee on Promotion and Continuing Appointment, three (3) of the six (6) voting members shall sit for the first two (2) years and three (3) members shall sit for one (1) year. Thereafter, the term of Committee members shall be for two (2) years.

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 The Committee shall consider all Promotion and Continuing Appointment applications.

4.5 A quorum shall consist of five voting members and the chair of the Committee on Promotion and Continuing Appointment. The alternate shall replace any elected member of the Committee who is unable to serve.

4.6 The Committee on Promotion and Continuing Appointment shall be convened by the chair.

4.7 If a 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 shall be replaced by the alternate member, and a new alternate Member shall be elected.

4.8 In consideration of any application for Promotion or Continuing Appointment, should any 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.

4.9 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. No voting member present may abstain from voting.

4.10 The Committee may call on the relevant expertise of persons not on the Committee.

4.11 All deliberations of the Committee on Promotion and Continuing Appointment shall be confidential.

4.11.1 The provisions of Clause 4.11 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.

4.12 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 22.1 and 22.2 of this Article. Such notes shall be treated in the same manner as letters under Clause 6.3 of this Article; i.e., information enabling identification shall be removed.

4.13 The Employer shall report the membership of the Committee on Promotion and Continuing Appointment annually to the Association.

Promotion and Continuing Appointment File

5. The University Librarian or Dean shall open and maintain a Promotion and Continuing Appointment File for each Member eligible for Promotion or Continuing Appointment. The File shall include:

- a) a copy of the Member's curriculum vitae;
- 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 initial job description and any revised job descriptions;
- d) a copy of each Annual Report and Annual Review Report; and
- e) 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 University Librarian or Dean shall add the following 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) a copy of any Annual Reports or Annual Review Reports, with any supporting documentation as outlined in the Article *Annual Report and Review*, that are not already in the File;
- d) letters of recommendation solicited by the Member, which shall be sent directly to the University Librarian or Dean;
- e) letters received by the University Librarian or Dean following a public solicitation for comments on the Member's performance;
- f) letters from arm's-length referees as required by Clauses 11.1, 11.1.1, 11.1.2, 15.1, and 16.1 of this Article;

- (i) the letters from referees shall be solicited by the University Librarian or the Dean;
 - (ii) the referees shall be chosen by the University Librarian or Dean from a list supplied by the Member. The University 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 University 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 of any previous interactions with the referee that might lead to a perception of bias in the referee's assessment of the Member's performance; and
 - (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.
- g) any written submissions from the Member relevant to the case; and
 - h) a table of contents listing all documents in the package, and signed by the Member and the University 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) 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 h) 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 University 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 6.3 below) at least seventy-two (72) hours 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 g) above.

6.3 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.

6.4 Subject to Clause 6.5 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 5.1.d above.

6.5 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 6.4 above, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.

6.6 It is the Member's responsibility to provide the items described in Clauses 5.1 a), 5.1 f) iii) and 5.1 g) above within four (4) weeks of any request by the University Librarian or Dean that the Member do so. The University 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.

Consideration for Continuing Appointment and/or Promotion

7. By January 31 of each year, the University Librarian or Dean, in consultation with each Member's immediate supervisor, shall review each Member's Promotion and Continuing Appointment File.

7.1 For a Member holding a Probationary Appointment at the General Rank, the University Librarian or Dean shall initiate consideration for a promotion to a probationary appointment at the Assistant Rank, in the final six (6) months of the Member's probationary period at the General Rank.

7.2 A Member holding a Probationary Appointment at Assistant Rank or higher shall be considered for a Continuing Appointment in the final six (6) months of his or her probationary period.

7.3 For a Member holding a Probationary Appointment at Associate or Senior Rank, the University Librarian or Dean may initiate consideration for a Continuing Appointment, at any time prior to the final six (6) months of the Probationary Appointment, by inviting the Member to apply.

7.4 If the University Librarian or Dean, in consultation with the Member's immediate supervisor, determines that consideration for Promotion to a higher Rank may be initiated, the University Librarian or Dean shall invite the Member to submit the items referred to in Clauses 5.1.a, 5.1.f.iii and 5.1.g above. If the Member declines the invitation or does not supply the items within two (2) weeks of the invitation, the Member shall not be considered for Promotion at this time. The University Librarian or Dean may extend this period in the event that circumstances beyond a Member's control make it impossible to respond within the two (2) week period.

7.5 A Member at Assistant Rank or Associate Rank may request that consideration for

Promotion be started. Such a request must be made in writing to the University Librarian or Dean during the month of January, and must be accompanied by the items referred to in Clauses 5.1.a, 5.1.f.iii and 5.1.g above.

7.5.1 A Member shall inform his or her immediate supervisor if he or she has made an application for Promotion.

Criteria

8. Criteria for Promotion and Continuing Appointment shall be applied in a consistent and uniform manner in accordance with the Appointment and with the Rank.

9. The Committee shall pay particular attention to the record of performance as evidenced by the Annual Reports and Annual Review Reports for the Member.

Criteria for Continuing Appointment

10. When a candidate is considered for Continuing Appointment, 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 and current Rank, that meets those criteria.

11. A Continuing Appointment shall be granted to a Member holding the Rank of Assistant or above upon his or her successful completion of the probationary period as specified in the Member's Letter of Appointment, while also exhibiting a commitment to professional excellence and growth. The Member shall also have met the criteria, as specified in Clauses 14, 15, or 16 below, established for achievement of the Rank the Member currently holds.

11.1 For Continuing Appointment at the Rank of Assistant Librarian or Assistant Archivist, there shall be three (3) referees, at least one (1) of whom may be external to the Bargaining Unit or the University.

11.1.1 For 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.

11.1.2 For 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.

Criteria for Promotion

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. 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 and desired Rank, that meets those criteria.

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 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 peer reviewed results in Academic Activity. The Member shall also demonstrate a satisfactory record of performance in Service.

15.1 For Promotion to 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.

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 peer-reviewed results in Academic Activity recognized by peers and colleagues both within and outside of the University. The Member shall also demonstrate a satisfactory record of performance in the area of Service.

16.1 For Promotion to 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 University.

Consideration and Recommendations

17. The University 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 seven (7) calendar days of the Member signing the table of contents under Clause 5.1 h) of this Article. The Committee shall meet within twenty-one (21) calendar 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 granting of Continuing Appointment or Promotion to the Rank in accordance with this Article.

18. Should the Committee be considering a negative recommendation it 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 (2) week period. If, after receiving additional information, the Committee is still considering a negative recommendation, the Committee shall request, in writing, a consultation with the candidate.

18.1 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 (4) 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. The recommendation of the Committee, including reasons, 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, his or her own recommendation with written reasons, and the recommendation from the Dean with written reasons, if applicable, 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 University Librarian and Dean, if applicable.

22.1 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 University 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.

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

22.3 The Provost shall either approve or deny each recommendation for Continuing Appointment or Promotion 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.

22.3.1 In the case of a denial, the Provost shall provide reasons for his or her decision.

22.4 In the case of Probationary Appointments considered pursuant to Clauses 7.1, 7.2 and 7.3 above, if the Provost approves a recommendation that Continuing Appointment be denied, or if the Provost denies a recommendation that Continuing Appointment be approved, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.

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 22.4 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.

Disposition of the Promotion and Continuing Appointment File

25. Following the Employer's notification described in Clause 22.3 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 University Librarian or Dean, as appropriate, and retained for future consideration for Continuing Appointment and/or Promotion; or

(ii) if the Member has not been promoted, the File shall be returned to the University 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 at Assistant Rank who has been considered for Promotion to the Rank of Associate, whether the Member is granted or denied the promotion, the Promotion and Continuing Appointment File shall be returned to the University Librarian or Dean, as appropriate, and retained for future consideration in Promotion

and, where applicable, Continuing Appointment;

c) 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 University 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 University 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.

d) 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 University Librarian or Dean for the purposes of Promotion;

e) 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 University Librarian or Dean and retained for a period of seven (7) years and shall then be disposed of by confidential destruction; and

f) in the case of a Member on a Probationary Appointment, who has been denied a Continuing Appointment, the File shall be retained by the University 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 the following data both on an annual and a cumulative basis, sorted by gender and by such other designated groups for which data are available:

a) the number of Promotion and Continuing Appointment Files considered under Clause 7 of this Article; and

b) for each of Clauses 7.1, 7.2, 7.3, 7.4 and 7.5 of this Article, the number of Members considered for Promotion and or Continuing Appointment.

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 22.3 of this Article.

REASSIGNMENT

General

1. This Article governs a reorganization or closure of a position that results in reassignment requiring significant retraining or severance of the employment of a Member.

1.1 With the exception of Clause 3.1 below, this Article applies to Probationary and Continuing Appointment Members only.

Reassignment

2. Where the Employer has determined that a position is to be reorganized or closed, and where this results in reassignment requiring significant retraining or severance of a Member in a Probationary or Continuing Appointment, the Employer shall, in consultation with the directly affected Member, offer reassignment to an appointment for which the Member is qualified, or for which the Member may reasonably be expected to become qualified.

2.1 The offer of reassignment shall include an offer of retraining, if retraining is necessary, for up to one (1) year.

2.2 If, subsequent to undergoing retraining as provided for in Clause 2.1 above, a Member has not attained the qualifications necessary to fulfill the Responsibilities of the reassigned appointment, any notice and severance which would be payable to the Member under Clause 3.2, 3.2.1, and 3.2.2 below shall be reduced by the amount paid to the Member during retraining.

2.3 The evaluation of a Probationary Member after reassignment and/or retraining shall be based on the Member's original Letter of Appointment as revised by the Member and the University Librarian or Dean for the new appointment.

2.4 A reassigned Member's salary and benefit levels shall remain at least the same as before reassignment.

Notice and Severance Provisions

3. Only Probationary and Continuing Appointment Members who are subject to the provisions of Clause 2 above may be offered notice and severance.

3.1 Members holding Term Appointments shall not be offered notice and severance but shall be reassigned to an equivalent appointment for which they are qualified until the end of their current term of appointment.

3.2 The Employer shall send by registered mail to each Member who is offered reassignment an offer of notice and severance, simultaneously with the offer of reassignment. The Member shall have four (4) weeks to decide between the two (2) offers.

3.2.1 The notice period shall be three (3) months. The Employer may at its discretion offer to pay three (3) months' salary in lieu of notice.

3.2.2 The severance pay shall be one (1) month's salary for each year of service since the Member's Appointment, with a minimum of three (3) months' salary and a maximum of twelve (12) months' salary. Periods of paid leave shall count as service.

3.2.3 For the purposes of Clause 3.2.2 above, the monthly salary shall be based on the Member's regular annual salary immediately before the offer of notice and severance.

4. Termination of a Member's employment occurring through application of the provisions of this Article does not constitute dismissal.

Correspondence

5. The Employer shall forward to the Association a copy of any correspondence related to notice and severance which is distributed to any Member.

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 RESPONSIBILITY

- 1.** A Reduced Responsibility arrangement is one in which the Appointment of a Member is reduced from Full-Time to less than Full-Time but on a regular basis.
- 2.** Notwithstanding the provisions of the Article *Alternative Workload*, the proportion of a Member's Workload devoted to each of Professional Practice, Academic Activity and Service may be altered or one or more of these areas may be excluded from a Member's Workload in a Reduced Responsibility arrangement by mutual agreement between the Member and the University Librarian or Dean.
- 3.** A Member may apply for Reduced Responsibility to the University Librarian or Dean. The University Librarian or Dean shall not arbitrarily withhold approval, and shall provide in writing a decision within twenty (20) working days of the application. Any decision not to approve the application shall be accompanied by written reasons.
 - 3.1** A Member shall apply in writing at least six (6) months before any Reduced Responsibility arrangement is to take effect. An application made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.
- 4.** The University Librarian or Dean may initiate discussion of a possible Reduced Responsibility arrangement for a Member. Following such a discussion, the University Librarian or Dean may propose a Reduced Responsibility arrangement. Such a proposal shall be in writing, invite the Member to discuss its provisions, state that the Member's participation in any Reduced Responsibility agreement is voluntary, and 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 Responsibility arrangement is to take effect.
- 5.** The Reduced Responsibility arrangement shall specify the start date and duration of the period of Reduced Responsibility. An initial period of Reduced Responsibility shall run for part or all of an Academic Year, or for consecutive Academic Years. The arrangement shall state the duties of the Member during the Reduced Responsibility period, the rate of accrual of Professional Leave eligibility during the Reduced Responsibility period and the level of salary and benefits during any Professional Leave taken during the Reduced Responsibility period.
 - 5.1** If the Member and the University Librarian or Dean agree on the provisions of the proposed Reduced Responsibility arrangement, those provisions, including the period of the Reduced Responsibility arrangement, the proportion of Reduced Responsibility to full-time responsibility, workload during the period of Reduced Responsibility and salary and benefits coverage, shall be confirmed in writing and signed by the Member and the University Librarian or Dean. The signed arrangement shall be added to the Member's Official File and a copy shall be sent to the Member involved and a copy to the Association in a timely manner.

6. An initial period of Reduced Responsibility may be followed by one (1) or more additional periods of Reduced Responsibility. Application for an additional period of Reduced Responsibility shall be made in writing at least six (6) months in advance. The University Librarian or Dean shall not arbitrarily withhold approval, and shall provide in writing a decision within twenty (20) working days of the application. Any decision not to approve the application shall be accompanied by written reasons. The subsequent period may run for all or part of an Academic Year, for consecutive Academic Years, or until resignation or retirement.

7. Members on Reduced Responsibility have the right to obtain reinstatement of the previous Full-Time Appointment:

- a) immediately upon the conclusion of the Reduced Responsibility period; or
- b) prior to the completion of a Reduced Responsibility period, with the agreement of the University Librarian or Dean.

8. The level of salary shall be prorated to reflect the proportion of Reduced Responsibility to Full-Time responsibility.

9. The amounts of all 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. 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.

11. Subject to Canada Revenue Agency regulations, for each Member who is over age fifty-five (55) and with ten (10) or more years of full-time service when beginning the period of Reduced Responsibility, 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, and shall be in accordance with the benefits and pension plans of active Members.

11.1 If a Member reaches age fifty-five (55) during a period of Reduced Responsibility, benefits shall continue on a pro rata basis as in Clause 10 above for the balance of the Reduced Responsibility arrangement, and shall be in accordance with the benefits and pension plans of active Members.

12. Vacation and Sick Leave entitlement shall be on a pro rata basis as in Clause 8 above.

13. Any or all of the benefits other than those specifically covered by Clauses 11 and 12 above which may be in force at the time of application for a Reduced Responsibility arrangement 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 benefits.

14. Notwithstanding that Professional Leave eligibility may have accrued in full or in part during a period of Reduced Responsibility, a Member who is no longer in a Reduced Responsibility arrangement and who is on a Professional Leave shall receive salary in accord with the provisions of the Article *Professional Leaves*.

15. A Member on Reduced Responsibility shall be eligible for Promotion.

16. Requests for amendments to a Reduced Responsibility arrangement shall follow the foregoing procedures.

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*.

2.1.1 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 in a form in which it can be evaluated by peer review to assess the impact of the Academic Activity on librarianship or archival practice.

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. However, Members shall be elected or appointed to such bodies only with their consent, except where Service on such bodies is required as an assigned duty in their job description.

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 do not conflict with the fulfillment of their Responsibilities with the University.

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

7.1 Subject to Clause 7 above, the full-time commitment of each Member shall include 10% to each of Academic Activity and Service.

7.2 Except as otherwise specified in this Collective Agreement, commitment to Professional Practice Responsibilities shall be greater than the combination of Academic Activity and Service.

7.3 A Member's Professional Practice Responsibilities shall be specified in a job description which is signed by the Member and the University 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.

7.3.1 A change in an existing job description may be proposed either by the Member or the Member's supervisor:

- 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;

- b) any change(s) proposed by the Member shall be documented, with reasons, in a letter which shall be sent to the Member's supervisor with copy to the University Librarian or Dean;
- c) the Member and the Member's supervisor shall fully discuss any proposed changes. At any meeting between a Member and a Member's supervisor where proposed changes are discussed the Member may choose to be accompanied by an Academic Colleague who is also a Member, upon advance notice to the Employer;
- d) if the Member and the Member's supervisor agree on the proposed change(s), a revised job description shall be signed by both the Member and the University Librarian or Dean and placed in the Member's Official File, and a copy shall be given to the Member;
- e) if the Member and the Member's supervisor do not agree on the proposed change(s), then the Member may express his or her concerns in writing to the University Librarian or Dean. The University Librarian or Dean will propose a resolution. If the resolution is not satisfactory to the Member, 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 brought to an Independent Reviewer under Clauses 33 to 34 of the Article *Workload*;
- f) at any meeting or hearing, other than those in Clause 7.3.1 c) above, 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

8. 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.

RETIREMENT AND RESIGNATION

Resignation

1. A Member may resign by giving three (3) months' notice in writing to the University Librarian or Dean. At the request of the Member, and on the recommendation of the University Librarian or Dean, the Provost may waive, or agree to a reduction in, the notice period.

Retirement

2. Normal Retirement is deemed to be the July 1 that coincides with or immediately follows the Member's sixty-fifth (65th) birthday.

2.1 To be eligible for Retirement, a Member must have reached his or her fifty-fifth (55th) birthday, and must have ten (10) years' service at the University of Western Ontario. A Member must give one (1) year's notice of the intention to retire. Such notice shall be irrevocable. At the request of the Member, and on the recommendation of the University Librarian or Dean, the Provost may waive, or agree to a reduction in, the notice period.

2.2 Notwithstanding the above, Librarian/Archivist Members employed as of July 1, 2006 shall be entitled to retire with the benefits available to retirees at the time of retirement provided they have attained age fifty-five (55) and have completed a minimum of five (5) years of service at Western.

Librarian or Archivist Emeritus/Emerita Designation

3. 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.

4. In exceptional cases, where a Member does not qualify under the conditions described in Clause 3 above, or where Retirement is based on medical grounds, the University 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.

5. 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) If available, they will each be provided with a free account for forty (40) hours per month of dial-in and remote access facilities for Internet and Campus backbone access; 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.

TRANSITION PROVISIONS

Continuing Appointment

- 1.** Members with two (2) or more years of experience at Western at date of ratification will be granted Continuing Appointment.
 - 1.1** Members hired before June 30, 2006 with less than two (2) years experience at Western at date of ratification shall be granted Continuing Appointment following two (2) years of service. Such Members may be terminated without cause on one (1) month's notice or one (1) month's pay in lieu of notice at any time prior to being granted Continuing Appointment.
 - 1.2** Members hired after June 30, 2006 shall be subject to the requirements for probation in accordance with this collective agreement. Any such Members hired prior to publication of the collective agreement shall be provided with contact information for the Association, to enable them to gather further information, before signing an offer of employment.

Workload

- 2.** Members at the date of ratification will continue with their current Workload Assignment after ratification but must choose a Workload balance (PP/AA/S) of 80-10-10 or 90-0-10, unless agreement with the University Librarian or Dean for a different Alternative Workload is reached, within four (4) months of the date of ratification.

Rank Assignment

- 3.** Within one (1) month of ratification, a Transition Committee will be constructed, comprising of three Members and one alternate Member appointed by the Association and three Administrators and one alternate Administrator appointed by the Employer. A quorum for any meeting shall require a minimum of three members each from the Employer and the Association. Alternates may attend meetings as observers until called upon to act as a member.

- 3.1** All members and alternate members of the Transition Committee shall respect the confidentiality of the Committee's deliberations, documents, consultations and proceedings. The provisions of this Clause shall not override the provisions of the Articles *Employment Equity and Discrimination and Harassment*.

- 4.** Criteria for assignment of a rank to current Members will be developed by the Transition Committee based on the criteria for each rank set out in the Article *Promotion and Continuing Appointment*. These transition criteria shall reflect criteria which would be necessary for appointment to a rank rather than promotion to the rank. The criteria shall primarily recognize the entire career (including experience both within and outside of Western), but shall also recognize years of relevant experience and other degrees held. The criteria shall focus on Professional Practice but shall also include consideration of Academic Activity and Service, as applicable.

- 4.1** Within three (3) months of date of ratification, the Transition Committee shall

recommend the transition criteria developed in Clause 4 to the Provost and to the Association for approval, and shall develop a handbook and arrange for training for Members for dossier preparation.

4.1.1 If consensus can not be reached by the Transition Committee, a majority vote will determine the recommendation.

4.2 Within ten (10) working days of receipt of the recommendation in Clause 4.1, the Association and the Provost shall respond to the recommendation.

4.3 Following approval of the transition criteria, each Member shall submit a dossier, which will be in a form as close as possible to that required in the collective agreement for a Promotion and Continuing Appointment file under Clauses 5 and 5.1 of the Article *Promotion and Continuing Appointment*. The submission of the names of referees in accordance with the Article *Promotion and Continuing Appointment* shall be at the Member's option. Where a Member submits the names of referees, the Transition Committee shall choose from the list and solicit letters in accord with the Article *Promotion and Continuing Appointment*.

4.4 The Transition Committee shall review each dossier and shall invite each Member to meet with the Committee. The invitation shall include a request for any additional information required by the Committee. Insofar as possible, the Committee shall determine the rank of each Member by consensus, based on the approved criteria. Should consensus not be attainable, the rank granted shall be the lesser of those under consideration. The Transition Committee will take into account any difficulties which Members might encounter in constructing a historical file.

4.4.1 The determination of rank of all Members shall be completed within seven (7) months of the date of ratification.

4.5 Following determination of the rank of all Members, the Transition Committee shall inform each Member in writing of his or her rank, and shall inform the Provost and the Association of all decisions.

4.6 Any Member who is recommended for appointment to the Senior Rank must commit to a Workload with at least 10% Academic Activity and 10% Service.

4.7 Should a Member wish to appeal a decision as to rank, he or she may do so by placing a Promotion and Continuing Appointment dossier before the Promotion and Continuing Appointment Committee in the next promotion cycle in accordance with the Article *Promotion and Continuing Appointment*.

4.8 When rank is considered for a Member of the Transition Committee, the Member shall withdraw from the Committee for consideration of his or her own file, and shall be replaced by the Alternate. The consideration of the Transition Committee Members' files shall take place after all non-Committee Members have been considered.

4.9 All Members appointed following ratification shall be considered for rank in the manner specified in the Article *Appointments*.

Grandparenting for MLIS Requirement

5. Members as at June 30, 2006 who do not have a MLIS degree shall be exempted from the provisions of *Appointments*, Clause 2.

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 University 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 with less than two (2) years of service, is entitled to fifteen (15) working days vacation each calendar year. Vacation entitlement accrues at the rate of 1.25 working days for each month of service, from commencement of the Appointment.

1.1 After two (2) years of service, each 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.

1.2 After nineteen (19) years of continuous full-time service, each 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.

1.3 After twenty-eight (28) years of continuous full-time service, each 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. The Employer shall give serious consideration to the vacation preferences of Members. A Member's request for vacation time(s) shall not be arbitrarily denied.

3. 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 fifteen (15) working days.

3.1 A Member who has accumulated more than fifteen (15) days vacation, carried forward from (a) previous year(s) at the date of ratification shall reduce vacation days carried forward on the following schedule:

(i) no more than twenty-five (25) days may be carried forward beyond December 31, 2007;

(ii) no more than twenty (20) days may be carried forward beyond December 31, 2008; and

(iii) no more than fifteen (15) days may be carried forward beyond December 31, 2009.

4. Clauses 1 through 3.1 above shall be effective commencing July 1, 2006.

Holidays

5. The following holidays shall be observed on the day on which the holiday is celebrated by the University:

- a) any day declared as a holiday by the President of the University; or
- b) any statutory holiday granted by the federal or provincial governments.

5.1 If a Member is required to work on a holiday, as defined in Clause 4 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 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.

University Closure

7. Members' pay shall not be reduced for any working day, or part thereof, on which the University premises are declared closed by the President.

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 University 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 University 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, University Librarian or Dean, or Campus 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.

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 at no charge to the Member for his or her work computer.

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 University 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

Workload – balance and magnitude

1. A Member's Workload consists of Professional Practice, Academic Activity, and Service undertaken in fulfilment of his or her Responsibilities in the area of librarianship or archival practice, as specified in the Letter of Appointment and job description, defined in the Article *Responsibilities of Members*, and modified 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 80% in the area of Professional Practice, 10% in the area of Academic Activity, and 10% in the area of 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 to Professional Practice, Academic Activity or Service 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.

2. The total work of Members in a Unit and the Workload of individual Members shall be established by the procedures of this Article.

3. Members' Workload shall include participation in Western Libraries planning activities and Unit planning.

Libraries Workload Committee

4. By June 1 of each year a Libraries Workload Committee shall be established.

5. The membership of the Libraries Workload Committee shall be four individuals named by the Employer, and four Members elected by and from the Members. One of the elected Members shall be a Librarian from a Unit that is not part of Western Libraries. The Committee shall be co-chaired by one of the Employer's nominees, and one of the elected Members.

6. The Libraries Workload Committee shall consider the following:

- a) the Western Libraries multi-year Strategic Plan;
- b) the Academic Plans of Faculties hosting Units that are not part of Western Libraries;

- c) the University Strategic Plan;
- d) the continuing obligations of Western Libraries and the other Units;
- e) Unit Workload Plans for the current year (including the continuing obligations of the Units) and including a report of the Unit's success in meeting the previous year's Unit Workload Plan; and
- f) the resources available.

6.1 The Libraries Workload Committee shall also solicit and consider input from Members and Administrators on new initiatives that might be considered for the next Academic Year.

7. The Libraries Workload Committee shall establish priorities among and between continuing obligations and new initiatives. Consistent with the provisions of Clauses 6 through 6.14 of the Article *Appointments*, it may also propose Appointments to meet the continuing obligations and new initiatives.

8. A draft version of the Report of the Libraries Workload Committee which details these ongoing obligations, initiatives, priorities and proposals shall be issued to Members and Administrators by August 15.

8.1 Members and Administrators wishing to provide feedback to the Libraries Workload Committee shall do so within two (2) weeks of the issue date of the Report.

9. By September 30 of each year, the Libraries Workload Committee shall issue its final Report describing new initiatives, ongoing obligations, resources, priorities and proposals arising from the application of the provisions of this Article. This Report, submitted to Administrators and Members, shall establish the overall magnitude of the work to be undertaken by Members.

Unit Workload Plan

10. By April 1 of each year, the Members in each Unit shall meet to review the Report of the Libraries Workload Committee.

10.1 The Members shall review their Unit's ongoing obligations and new initiatives for the coming year, their resources and their priorities.

10.2 The Members shall establish the work to be done by the Members in the Unit, consistent with the Report of the Libraries Workload Committee.

10.3 The Members shall ensure that the individual Members' 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 tasks 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.

10.4 The Members of each Unit shall prepare a Unit Workload Plan describing for the coming Academic Year the individual contributions of Members in the Unit towards undertaking the work of the Unit. A copy of this Plan shall be provided to the University Librarian or Dean by May 1.

11. Any in-year changes in the nature or magnitude of the work of a Unit shall be considered by the Members of the Unit and incorporated into the Unit Workload Plan. A copy of the revised Plan shall be provided to the University Librarian or Dean before implementation.

12. If the University Librarian or Dean has concerns that the Unit Workload Plan, including any revised Unit Workload Plan, does not allow a Unit to meet its obligations, he or she may send the Plan back to the Unit for review and possible revision. The Unit shall respond to the concerns of the University Librarian or Dean within two (2) weeks of receipt of the concerns.

13. If the University Librarian or Dean continues to have concerns that the Unit Workload Plan, including any revised Unit Workload Plan, does not allow the Unit to meet its obligations, the University Librarian or Dean may revise the Plan. In doing so, the University Librarian or Dean may not increase the magnitude of the work in the Unit beyond that under the current Unit Workload Plan, unless a majority ballot of the Members in the Unit ratifies the increase. The revised Plan must provide individual Workloads that are equitable in distribution and constitute reasonable workloads.

14. The University Librarian or Dean shall give copies of each final Unit Workload Plan to the Library Workload Committee for its use.

Member's Workload

15. Each Member shall organize his or her work consistent with the priorities expressed in the Unit Workload Plan, and shall describe the goals and objectives of the work to be done in the coming year in his or her Annual Report submitted in accordance with the provisions of the Article *Annual Report and Review*.

16. Following any in-year changes in accordance with Clause 11 of this Article, each Member shall re-organize his or her work consistent with the priorities expressed in the Unit Workload Plan, and shall describe the goals and objectives of the work to be done in the remainder of the year. In-year changes shall be discussed with his or her immediate supervisor and University Librarian or Dean or designate.

17. If a Member considers his or her Workload arising out of the Unit Workload Plan is inequitable relative to distribution of work among other Members in the Unit, or does not constitute a reasonable workload, or if the Member has concerns about scheduling or the compatibility of the Member's workload with his or her skills and expertise, the Member may discuss the matter with his or her immediate supervisor. This discussion shall occur within five (5) working days of the date of completion of the Unit Workload Plan/revised Plan. The immediate supervisor shall respond to the Member's concerns in writing within five (5) working days of the discussion. The deadlines in this Clause shall be extended in the event that circumstances beyond the Member's or supervisor's control make it impossible to

respond within the five (5) working-day period.

17.1 If, following receipt of the immediate supervisor's written response, a Member continues to consider that his or her workload arising out of the Unit Workload Plan/revised Plan is inequitable relative to distribution of work among other Members in the Unit, or does not constitute a reasonable workload, or if the Member continues to have concerns about scheduling or the compatibility of the Member's workload with his or her skills and expertise, the Member may bring the matter to the Workload Review Committee for consideration. Written notice of the concerns shall be sent to the Committee within five (5) working days of the date of receipt of the immediate supervisor's written response. The deadlines in this Clause shall be extended in the event that circumstances beyond the Member's control make it impossible to respond within the five (5) working-day period.

18. If the University Librarian or Dean considers that a Member's goals and objectives for the coming year are inconsistent with the Unit Workload Plan, the University Librarian or Dean shall discuss the matter with the Member and his or her immediate supervisor during the Annual Review Meeting.

18.1 If the University Librarian or Dean continues to consider that a Member's goals and objectives for the coming year are inconsistent with the Unit Workload Plan, the University Librarian or Dean may bring the matter to the Workload Review Committee for consideration. Written notice of the University Librarian's or Dean's concerns shall be sent to the Committee within five (5) days of the Annual Review Meeting. The deadlines in this Clause shall be extended in the event that circumstances beyond the University Librarian's or Dean's control make it impossible to respond within the five (5) working-day period.

Workload Review Committee

19. 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.

19.1 The Workload Review Committee shall consider concerns brought to it concerning Workload under Clauses 17.1 and 18.1 of this Article, and also concerns brought to it concerning job descriptions through application of the provisions of Clause 7.3.1 e) of the Article *Responsibilities of Members*.

20. The Committee will meet to review the complaint received and will give notice to the Member and the University Librarian or Dean of a date for hearing. The notice to the Member shall include the information that the Member may be accompanied by a representative of the Association.

21. 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.

22. The Member may attend with a representative of the Association and the University Librarian or Dean or designate may attend with a representative of the Employer.

23. Each party will have an opportunity to present evidence and testimony. The Committee may otherwise determine its own procedure.

24. Following the hearing, the Committee will, by consensus, attempt to find a resolution to the concern.

24.1 Where the concern relates to a Member's Workload, the Committee shall, in attempting to find a resolution, 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 Workload with the Member's skills or expertise have been appropriately and adequately taken into account.

24.2 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.

25. Where the Workload Review Committee cannot reach consensus, the matter shall be referred to an Independent Reviewer appointed jointly by the Employer and the Association.

26. If either the Member or the Employer does not accept the resolution proposed by the Workload Review Committee, the matter may be referred by the Association or by the Employer to an Independent Reviewer appointed jointly by the Employer and the Association.

Independent Review

27. The Association and the Employer each agree to pay 50% of the fees and expenses of the Independent Reviewer.

28. The review shall be carried out in a manner commensurate with the accepted principles of administrative law, including procedural adequacy and duty of fairness.

29. An Independent Reviewer has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.

Independent Review of Workload

30. The Independent Reviewer may examine and grant a remedy on any aspect of the parties' concerns, based on the requirement that a Member's Workload be equitable in distribution and constitute a reasonable workload. The Independent Reviewer shall also consider whether the Member's concerns relating to scheduling or compatibility of the Workload with the Member's skills or expertise have been appropriately and adequately taken into account.

31. In granting a remedy the Independent Reviewer shall not have the power to increase a Member's salary, nor the power to require additional resources to meet workload demands. In granting a remedy the Independent Reviewer shall not increase the workload of others.

32. The decision of an Independent Reviewer regarding Workload shall be final and binding on both parties, and may not be grieved by either Party.

Independent Review of Job Description

33. In the case of a dispute regarding job description which is referred to an Independent Reviewer pursuant to Clause 7.3.1 (e) of the Article *Responsibilities of Members*, the Independent Reviewer may make findings of fact and may refer the job description to the University Librarian or Dean to make amendments commensurate with the findings, but has no jurisdiction to alter, amend, add to or subtract from the job description.

33.1 The Independent Reviewer shall apply the criterion that a Member's job description not be unreasonably or inappropriately altered to the Member's detriment.

34. Any concern arising from the University Librarian's or Dean's response to, implementation of, or lack of response to or implementation of an Independent Reviewer's findings regarding job description, may be remitted back to the Independent Reviewer by either Party for a ruling as to the appropriateness, adequacy or consistency of the response (or lack thereof) in relation to the Independent Reviewer's findings.

LETTER OF UNDERSTANDING A

Between The University of Western Ontario
(hereafter referred to as the "Employer")

and

The University of Western Ontario Faculty Association
(hereafter referred to as the "Association")

1. This Letter of Understanding forms part of the Collective Agreement for Librarians and Archivists (July 1, 2006 – June 30, 2009) (hereinafter the "Librarian/Archivist Collective Agreement") for the life of the Librarian/Archivist Collective Agreement.
2. The Parties agree, for the purpose of this Librarian/Archivist Collective Agreement, the following Articles in this Librarian/Archivist Collective Agreement shall be amended to reflect any changes to Articles of the same name in the Faculty Collective Agreement (July 1, 2002-June 30, 2006) as are negotiated in the renewal of that Faculty Collective Agreement. The corresponding changes shall continue to reflect the specific terminology and clause referencing of the Librarian/Archivist Collective Agreement. Any such changes shall take effect upon ratification of the Faculty Collective Agreement by the Board of Governors on behalf of the Employer, and the faculty Bargaining Unit, as represented by the Association.
 - a. Association Dues
 - b. Grievance and Arbitration
 - c. Health and Safety
 - d. Institutional Performance Indicators
 - e. Liability Insurance
 - f. Management Responsibilities
 - g. Pregnancy and Parental/Adoption Leave
 - h. Intellectual Property
 - i. Income Security
3. Nothing in this Letter of Understanding shall limit the ability of the Parties to negotiate freely the terms and conditions of the renewal of the Faculty Collective Agreement.

LETTER OF UNDERSTANDING B

Between The University of Western Ontario
(hereafter referred to as the "Employer")

and

The University of Western Ontario Faculty Association
(hereafter referred to as the "Association")

1. This Letter of Understanding forms part of the Collective Agreement for Librarians and Archivists (July 1, 2006-June 30, 2009) (hereinafter the "Librarian/Archivist Collective Agreement") for the life of that Librarian/Archivist Collective Agreement and any successor agreements.
2. The Parties agree, for the purpose of this Librarian/Archivist Collective Agreement, Clause 2.1 of *Retirement and Resignation* in this Librarian/Archivist Collective Agreement shall be amended to reflect any terms and conditions as are negotiated in the renewal of that Faculty Collective Agreement relative to age and service eligibility requirements for post-retirement benefits. Any such changes shall take effect upon ratification of the Faculty Collective Agreement by the Board of Governors on behalf of the Employer, and the faculty Bargaining Unit, as represented by the Association.
3. Notwithstanding the above, Librarian/Archivist Members employed as of July 1, 2006 shall be entitled to retire with the benefits available to retirees at the time of retirement provided they have attained age fifty-five (55) and have completed a minimum of five (5) years of service at Western.
4. Nothing in this Letter of Understanding shall limit the ability of the Parties to negotiate freely the terms and conditions of the renewal of the Faculty Collective Agreement.

LETTER OF UNDERSTANDING C

Between The University of Western Ontario
(hereafter referred to as the "Employer")

and

The University of Western Ontario Faculty Association
(hereafter referred to as the "Association")

- 1.** This Letter of Understanding forms part of the Collective Agreement for Librarians and Archivists (July 1, 2006-June 30, 2009) (hereinafter the "Librarian/Archivist Collective Agreement") for the life of the Librarian/Archivist Collective Agreement.
- 2.** The Parties agree, for the purpose of this Librarian/Archivist Collective Agreement, Members as at ratification of this Collective Agreement with Continuing Appointments and a minimum of ten (10) years' service as a Librarian or Archivist, at time of retirement shall qualify for the designation "Librarian or Archivist Emeritus/Emerita" under Clause 3 of the *Retirement and Resignation Article* and shall be entitled to all privileges under Clauses 4 and 5.
- 3.** Nothing in this Letter of Understanding shall limit the ability of the Parties to negotiate freely the terms and conditions of the renewal of the Librarians and Archivists Collective Agreement.

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.

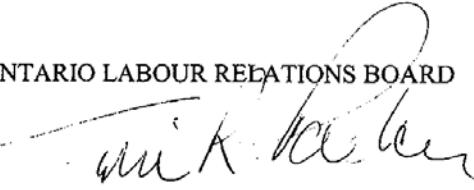
Certificate

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.** Kevin Whitaker
- 4.** Tom Jolliffe
- 5.** Maureen Saltman
- 6.** Kevin Burkett
- 7.** Brian Etherington
- 8.** Bill Kaplan
- 9.** Bob Howe
- 10.** Gail Brent
- 11.** Steve Raymond
- 12.** Louisa Davie

APPENDIX D

EXTERNAL CHAIRS FOR PANEL OF INQUIRY

- 1. George Adams**
- 2. Gail Brent**
- 3. Tom Jolliffe**
- 4. Paula Knopf**
- 5. Maureen Saltman**
- 6. Ken Swan**

Procedures for Additions to the List for External Chairs for Panel of Inquiry

The addition of further candidates to the rotation list for Chairs will be accomplished as follows:

- 1. Either the Association or the Employer may put forward a name to be added to Appendix D.**
- 2. The name shall be brought forward for discussion at a meeting of Joint Committee.**
- 3. The party bringing forward the name shall include a copy of a CV or equivalent and shall inform the Committee why the party is proposing the addition of this individual. It is anticipated that the party bringing forward the name will have had discussions with the candidate in advance of the meeting regarding the role and her or his willingness to be placed on the list.**
- 4. Any discussion of the candidate shall take place at Joint Committee.**
- 5. If the other party is in agreement with the addition of the candidate to Appendix D, the candidate will be informed of her or his inclusion on the list by letter, to be signed on behalf of the Association and the Employer.**

Individuals who are chosen to serve as a Chair for a Panel should have knowledge and experience in dealing with human rights issues, specifically concerns of harassment and discrimination, and relevant legislation. Individuals should be familiar with administrative processes and procedures, and have experience with arbitration. There are timelines set out in the Article within which individuals must be capable of working. Although no timeline is set out for the hearing of the complaint, it is the expectation of both the Association and the Employer that these matters will proceed as expeditiously as possible.

APPENDIX E

DEFINITION OF “UNIT”

- a) Business Library
- 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) Western Archives
- h) Western Libraries - Office of the University Librarian
- i) Western Libraries- Library Technical Services
- j) Canadian Library of Family Medicine, The College of Family Physicians of Canada
- k) Data Resources Library, Faculty of Social Sciences
- l) Graduate Resource Centre, Faculty of Information & Media Studies
- m) Population Studies Centre, Department of Sociology
- n) Serge A. Sauer Map Library, Department of Geography
- o) Information and Media Technology Services, Faculty of Information & Media Studies
- p) Richard and Beryl Ivey Visual Resources Library, Department of Visual Arts