

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.

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

3. A *Continuing Appointment* is a permanent full-time Appointment at the Rank of 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 Assistant Librarian or Assistant Archivist or above, who believes he or she has met the relevant criteria as outlined in Clauses 10 to 11 of the Article *Promotion and Continuing Appointment*, may request that consideration for Continuing Appointment be started in the third year of her or his appointment or promotion to her or his current Rank, in accordance with the provisions of the Article *Promotion and Continuing Appointment*.

4.4 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*.

4.5 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.

4.6 A Member with a Probationary Appointment shall be considered for a Continuing Appointment in accordance with the Article *Promotion and Continuing Appointment* in the final six (6) months of the Member's probationary period.

5. A *Term Appointment* is a full-time or part-time Appointment for a contractually limited period of up to and including two (2) years. 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 Appointment(s). 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) voting Members at large, elected by the Members who shall serve for all competitions;

c) one (1) voting archivist Member, elected by the Members, who shall serve only for archivist competitions; and

d) one (1) voting librarian Member from a Unit that is not part of Western Libraries, elected by the Members, who shall serve only for non-Western Libraries competitions.

6.4.1 The Appointments Committee may appoint up to two (2) additional non-voting Members for the purpose of a particular competition, who have been determined by the Committee to have expertise in the area(s) sought in the Appointment. While these Members may participate in the work of the Appointments Committee, as called upon, their role is advisory and the Appointments Committee is ultimately responsible for its work.

6.5 All Members of the Committee shall hold Continuing Appointments.

6.6 Meetings of the Appointments Committee shall have quorum; quorum here is defined as two-thirds of the voting members of the committee and the chair.

6.7 The term of elected members shall be two (2) years, staggered to ensure continuity.

6.8 If there is a vacancy of elected members on 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 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 6.12 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 and Human Rights 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. 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.

8.1 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.

8.2 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.

8.3 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.

8.3.1 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.

8.4 The University Librarian or Dean shall forward the report(s) and recommendation(s) of the Appointments Committee and, where applicable, of 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.

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

8.5 The Provost shall make the final decision on all Appointments within ten (10) working days of receiving the recommendations specified in Clause 8.4 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 Appointments 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.

8.5.1 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 or 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) the Member's position as a librarian or archivist and Rank;
- b) the Member's job description at the time of appointment;
- c) the Member's balance of areas of Responsibility (Professional Practice, Academic Activity, and Service).
- d) type of Appointment and date of Appointment;
- e) initial salary;
- f) evening and weekend shift requirements;
- g) the appointee's Unit and immediate supervisor;
- h) vacation entitlement;
- i) referral to documents which provide information on existing benefits, including group insurance and pension plans currently in force;
- j) where applicable,
 - (i) the length of any probationary period and the date on which Continuing Appointment procedures may begin; or
 - (ii) termination date of the Appointment;
- k) any other terms and conditions of the Appointment as have been agreed upon by the appointee and the Employer; and

l) a statement that the Appointment is subject to the provisions of this Collective Agreement.

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.