



Western
UNIVERSITY • CANADA

Librarians and Archivists Collective Agreement Changes

January, 2016

Agenda

- Librarians and Archivists Collective Agreement
 - Ratification and Transition
 - Training and Resources
 - Changes for 2015-2019

Librarians and Archivists Collective Agreement (2015-2019)

DISCLAIMER

The following information is in summary form only and is focused only on significant changes. Reference should be made to the official collective agreement posted on the Faculty Relations website.

**For assistance in interpretation or application of the
Librarians and Archivists Collective Agreement,
please contact your designated Faculty Relations
Consultant
in the Office of Faculty Relations:**

Jennifer King (ext. 83723)

Librarians and Archivists Collective Agreement (2015-2019)

**Ratification and Transition,
Training and Resources**

Ratification and Transition

- Ratified on November 13, 2015 by UWOFA Members (86%) and on November 26 by Board of Governors
- Effective date is July 1, 2015 for compensation changes (retro-active)
- Effective date for language is upon ratification unless stated otherwise

Training and Resources

- Today's Info session
- Posting of LACA on OFR web after editing
- Emails to advise of transition measures
- OFR Template/Guide changes
- ARR and P&CA Training Sessions
- Collective Agreement Reference Document (CARD) in late 2016
- Direct inquiries to Faculty Relations Consultant

Librarians and Archivists Collective Agreement (2015-2019)

Changes

Definitions and Interpretations

Academic Colleague :a faculty member, Librarian or Archivist from the University who may attend proceedings, as permitted in this collective agreement, in support of a colleague. The academic colleague may assume the role of a listener, advocate, witness or presenter, but cannot act in the capacity of legal counsel .

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

Definitions and Interpretations

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

Academic Fraud and Misconduct

- Aligned language and process with *Tri-agency Framework: Responsible Conduct of Research*
- Integrates new policy *Academic Integrity in Research Activities* (MAPP 7.0)
- Defines research and Academic Activity misconduct
- Outlines process for making and reviewing research or Academic Activity misconduct complaints

Annual Report and Review

- Purpose of ARR now includes:
 - Provide for formative support and mentoring; (2 b)
 - Provide basis for salary increments linked to performance for FT Members (2 c)
- Annual Review to also be based on:
 - Supervisor's Assessment, as defined in Clause 10 (3 b)

Annual Report and Review

- The following Members do not need to submit an Annual Report:
 - Members in final year of Appointment (4.1 a)
 - Members who do not have a FT Appointment for 3 months in review period (4.1 b)
 - Members on Professional Leave at time of Annual Report (4.1 c)

Annual Report and Review

- The following Members do not need to submit an Annual Report:
 - Members on Professional Leave who have prior agreement with the CL or Dean to receive the same assessment as year prior (4.1d)
 - Members on sick leave or PPAL or other Employer approved LOA (4.1 e)

Annual Report and Review

- Annual Report to include:
 - statement on balance of Responsibilities and any modifications of this balance (4.4 b)
 - Reference to early work in any area of Responsibility that relates specifically to the work in year currently under review (4.4 c, d and e)

Annual Report and Review

- Annual Report to include:
 - Progress towards goals identified in Planned Activities and Contributions document (*Workload 3*)
 - List of professional development activities and a short description of selected activities of significance (4.4 c)ii))
 - Identification of how Member could continue to develop in areas of Responsibility (4.4 f)

Annual Report and Review

- Annual Report **no longer** includes plans for the coming year
- If no AR is provided or detail is insufficient, request to Member to submit within 5 days and if not received can be assessed as “below the acceptable” level (4.5)
- Members on sick leave, PPAL, Elected Public Office Leave or approved LOA who not submit Annual Report will be provided with the same assessment as in the year prior to the Leave (4.5.2)

Annual Report and Review

- Members on Education Leave or Exchange Leave shall be deemed to have a Normal Workload during period of Leave or may request an Alternative Workload for the period of Leave. (4.5.3)
- If a Member has been on Academic Activity Leave shall be deemed to have an Alternative Workload of 100% Academic Activity, unless the Member requests an Alternative Workload. (4.5.4)

Annual Report and Review

- If a Member has been on Study Leave shall be deemed to have an Alternative Workload of 100% Professional Practice, unless the Member requests an Alternative Workload. (4.5.5)
- Members on sick leave, PPAL or an Employer LOA or Elected Public Office Leave in excess of 6 months, the period of Leave shall be removed from the period considered in the ARR. Outcomes of the Member's activities undertaken prior to the Leave that occur during the Leave shall be deemed to have occurred in the year following the Leave. (4.5.6)

Annual Report and Review

- The Chief Librarian or Dean shall consider periods of approved leave or accommodation in assessing so Member is not penalized.
(4.5.7)
- For a Member who has had more than one immediate supervisor during the review period, his or her current supervisor shall consult with the Member's previous supervisor(s) when assessing performance.
(4.6)

Annual Report and Review

- Request for review of criteria and supporting evidence moved from August 1 to June 1. (5)
- If requested, Annual Review Committee to be established by July 1.(5)
- The Annual Review Committee to review by September 1.(5.2)
- If revised, to be sent to Member by November 1.(5.5)

Annual Report and Review

- Assessment to also be based on the Annual Review Meeting. (7)
- All Members shall have an Annual Review Meeting between the Member and his or her immediate supervisor by March 15. The purpose of the meeting is to provide the opportunity to discuss the Member's performance of Responsibilities and the Meeting informs the completion of the Supervisor's assessment. (8)

Annual Report and Review

- The Annual Review Meeting is also intended to provide an opportunity to for discussion of the Member's progress towards Promotion and/or Continuing Appointment. (8.1)
- No later than January 5, the Member's immediate supervisor shall prepare a one-page agenda, listing topic, questions or concerns to be discussed at the Meeting and shall send this to the Member. (9)

Annual Report and Review

- The Member may add topics to the agenda by responding in writing within 10 working days of receipt of the agenda. (9.1)
- By January 15, a Member holding a Continuing Appointment may request, in writing, the Chief Librarian or Dean attend the Meeting. The CL or Dean shall respond within 10 working days and shall inform the Member of the date of the Meeting and whether he or she will be represented by a designate. (9.2)

Annual Report and Review

- By January 15, the CL or Dean may request, in writing, to a Member holding a Continuing Appointment to attend the Meeting or be represented by a designate. The Member shall respond within 10 working days. (9.2.1)
- The CL or Dean or designate shall participate in the Meeting for a Member holding a Probationary Appointment. (9.2.2)

Annual Report and Review

- Following the Meeting, if a Member wishes to submit a revised Annual Report based on discussions in the Meeting, the Member must notify his or her supervisor within 5 working days of the Meeting. Where this notification has been given, the Member shall submit a revised AR to the CL or Dean by March 30, with copy to his or her supervisor. The revised AR will replace the previously submitted AR.
(9.5)

Annual Report and Review

- Following the Meeting, the Member's immediate supervisor shall prepare a written Supervisor's Assessment of the Member's performance and submit this Assessment to the CL or Dean by April 30. (10)
- The Annual Review Report shall consist of brief comments supporting the categorization awarded to the Member for each area of Responsibility, by the CL or Dean or designate, in consultation with the Member's supervisor. (11)

Annual Report and Review

- The CL or Dean or designate shall sign the final Annual Review Report and send it to the Member, with a copy of the Supervisor's Assessment, with copy to the supervisor, by May 31. (11.2)

Appointments

- Archivists qualifications may also be a Master's degree combined with relevant experience as an Archivist, or a PhD degree in archival studies, or equivalent degree.
- A Continuing Appointment is a Full-Time Appointment at the rank of Associate or above (3)

Appointments

- If a Member with a Probationary or Continuing Appointment is the successful applicant for a Term Appointment, he or she shall be temporarily transferred into the position for the duration of the Term Appointment.
- All terms and conditions of his or her Probationary or Continuing Appointment shall remain the same, unless otherwise indicated in the written temporary transfer agreement.

Appointments

- Upon completion of the temporary transfer, the Member shall return to an equivalent position. Where possible, the equivalent position shall be mutually agreed upon by the CL or Dean and the Member at the time of the temporary transfer.
 - If an equivalent position is not available at the time the Member returns from the temporary transfer, the Member shall return to another position assigned by the CL or Dean, after consultation with the Member.
- (5.4)

Appointments

- If a Member with a Probationary or Continuing Appointment is seconded to a position outside the Bargaining Unit, either at Western or at an external institution, he or she shall be temporarily transferred into the position for the duration of the Term Appointment.
- All terms and conditions of his or her Probationary or Continuing Appointment shall remain the same, unless otherwise indicated in the written secondment agreement.

Appointments

- Upon completion of the secondment, the Member shall return to an equivalent position. Where possible, the equivalent position shall be mutually agreed upon by the CL or Dean and the Member at the time of the secondment.
- If an equivalent position is not available at the time the Member returns from the secondment, the Member shall return to another position assigned by the CL or Dean, after consultation with the Member. (5.5)
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Appointments

- Where feasible and reasonable, vacancies resulting from a temporary transfer or secondment shall be filled in a timely manner. The CL or Dean shall consult the Unit the Member is departing from, to understand and address any Workload concerns. If such a vacancy cannot be filled, the CL or Dean or designate shall provide the reasons to the Association. (6)
- A Member from outside Western Libraries is no longer specifically required on the Appointments Committee. (7.4)

Appointments

- The Appointments Committee can decide by majority vote to construct a Search Committee to support and advise the Appointments Committee and may, subject to the terms set by the Appointments Committee undertake the responsibilities of the Appointments Committee listed in Clauses 7.2 through 7.3 for a particular competition. (8)

Appointments

- The Search Committee shall include:
 - one (1) member of the Appointments Committee, who shall chair the Search Committee; (8.1a)
 - two (2) additional Members appointed by the Appointments Committee(8.1b)
 - The immediate supervisor of the position in that particular competition, if he or she is not appointed under Clauses a) or b). (8.1c)

Appointments

- Where a Search Committee has been constructed, the responsibility to recommend a candidate to the Employer remains with the Appointments Committee. (8.3)
- Appointments shall be filled by competition and shall be posted internal to the University and advertised externally where the Employer has approved the possibility of Appointment of an external candidate.(10)

Appointments

- Where a Term Appointment is to be filled, the Term Appointment shall be offered to the candidate who best meets the appointment criteria; where two such candidates meet the criteria equally preference shall be given to Members. (10.1)
- Unanticipated and emergent Term Appointments expected to be less than six (6) months in duration may be filled without open competition, on recommendation of the Appointments Committee and approval of the CL or Dean.(10.2)

Association Rights

- Language added regarding relief time if the President of UWOFPA is a UWOFPA-LA Member. (2.1)
- Flexibility in timing of relief time through life of Collective Agreement vs each year of Collective Agreement, subject to operational needs. (2, 2.3)

Compensation and Benefits/Duration

- FT Salary adjustments for 4 years
 - 1% plus \$1000 lump sum and PLCP (paid retro to July 1, 2015 in December).
 - 1% plus \$1000 lump sum and PLCP and Career Trajectory (\$40,000) (for July 1, 2016)
 - 1% plus \$1000 lump sum and PLCP (for July 1, 2017)
 - 1% plus PLCP and Career Trajectory (\$40,000) (for July 1, 2018)
 - Floors up by 1% in each year plus \$750 added in first year

Compensation and Benefits/Duration

- FT Salary adjustments for 4 years
 - PLCP break points up by 1% in each year plus \$750 added in first year
 - PLCP Salary Point values up by 2% in each year

Compensation and Benefits/Duration

- FT Benefits (2017)
 - Move to Faculty Benefit Plan
 - PER, HCSA rolled into flex credits of \$1,200
 - Wellness Account (TBD)
 - Pension (effective January 1, 2016)
 - >20 years service and at 5.5% employee = 9% employer contribution
 - Can opt in to 5.5% employee contribution at any time

Compensation and Benefits/Salary Removals

- Moving Expense Reimbursement
 - Clarified
 - Librarian and Archivist member liability
- Research Grants
 - Clarified
 - Librarian and Archivist member liability

Discipline

- Employer may undertake review of allegations to ensure a complaint is “responsible” before formal investigation. (10.1)
- Severance payment made within 15 (not 5) days (11.4)

Discrimination and Harassment

- Alignment with Faculty Collective Agreement
- Timelines to prevent undue delays in complaint and investigation process
- Bi-monthly meetings of the Grievance Officer with the AVP (Human Resources)

Education Leave

- Members on Education Leave shall receive 85% of salary. (6)
- A Member granted an Education Leave may request a Moving Expense Reimbursement and/or a Research Grant in lieu of a portion of his or her salary while on Education Leave. (7)

Employment Equity

- Advertising/search and equity data collection/reporting provisions apply only to FT (not PT) appointments (4, 5)
- Expansion of grounds under which systemic discrimination *shall not* occur (beyond designated groups to all factors listed in Cl.2 a-h of *Discrimination and Harassment article*.(6, 11 b)

Grievance & Arbitration

- Informal: 10 days (not 5) for Dean's response
- Step 1: 10 days (not 5) for Dean's response
- Grievance to Step 2 within 15 (not 5) days
- Step 2: 10 days (not 5) for Employer response
- Grievance to Step 2 within 15 days (not 10)

Intellectual Property

- Provisions for copyright compliance and employer indemnification
 - Member shall comply with Copyright Act
 - Member shall follow advice of Copyright Officer
 - Employer shall defend Member against suit where actions in good faith and compliance with advice of Copyright Officer
- Parties rights in exploitation of Patentable Intellectual Property (14, 15.2.1, 15.2.2) and reduction of Employer's share of profit where Employee exploits

Library Directors and Department Heads

- Clarification that an LD or DH must have Continuing Appointment
- Stipend moving from Type 1 (red-circled) to Type 2 (starts and ends with term)
- Clarification of when a Director/Head role may end:
 - On completion of term;
 - On 9 months notice by Member; or
 - On 6 months notice or pay in lieu of stipend by the Employer (3.3.1)

Library Directors and Department Heads

- Clarification of process for the Selection of a new LD or DH vs renewal process
- Reordering of clauses within the Article

Pregnancy, Parental and Adoption Leave

- Clarification that a Member who does not qualify for Pregnancy Leave may be eligible to request Compassionate Leave, Leave of Absence, Sick leave, Reduced Workload or Alternative Workload, or other leaves under the *Employment Standards Act*. (2.1, 3.1.2)
- P&CA extension will occur for a Member who *by the time the Committee's consideration commences has or will have taken a PPAL, alone or combined with other leaves, of at least 24 weeks.* (7)

Professional Leave

- All Professional Leaves shall be at 85% of salary. (9)
- A Member may request on his or her application for Professional Leave to receive the same assessment as in the year prior Professional Leave and not be required to submit an Annual Report. (19)

Privacy

- Before contracting for collection, storage, or use of Member's information, terms of any agreement require that the third party protect the privacy of the information and comply with the Employer's obligations under the Freedom of Information and Protection of Privacy Act
- In the event of a privacy breach, the Employer shall notify the affected Member.
- The Employer shall notify a Member of any requests received for disclosure of Member's information.
- Where an agreement provides for the third party storage of Members' information, the Employer shall provide notice of the agreement to the Association.

Promotion and Continuing Appointment

- Clause reordering and consolidation in Article
- Continuing Appointment will be at the rank of Associate or higher going forward (13)
- Current Members will be “grandfathered” under transition clauses to be considered for Continuing Appointment at the rank of Assistant (27, 27.1)
- P&CA Committee no longer requires a non-Western Libraries member (4.1)

Promotion and Continuing Appointment

- P&CA File for a Probationary Member to include copies of all ARR related documents for current and previous 4 years (5.1c)
- P&CA File for a Member with Continuing Appointment to include a chart of all performance categorizations, as assessed under ARR (5.1d)
- P&CA File to include a written submission from the Member articulating his or her case for P &/or CA and summarizing relevant contributions and accomplishments (5.1h)

Promotion and Continuing Appointment

- Initiation of P &CA process to begin within the first month of the last year of a Member's Probationary Appointment (7, 7.1)
- Early consideration for P &/or CA may be requested to begin no earlier than 1 year from the beginning of a Member's Probationary period or promotion to his or her current rank.
(8)

Promotion and Continuing Appointment

- Should Committee or CL/Dean/designate have *questions* or concerns about record of performance (*need not be considering negative recommendation*), shall request additional information. (18)
- A Member who does not grieve denial of Continuing Appointment will be entitled to a 1 year Term Appointment or may take 50% of salary instead of 1 year Term Appointment. (24.4)

Reassignment

- When a Member's position is reorganized or closed, the Employer shall communicate with all affected Member(s) to be given notice that they will be offered reassignment or severance.
- Affected Member(s) given option to meet with CL or Dean, to discuss reasons for closure/reorganization, and possibilities for reassignment and the letter will include an offer of notice or severance. (3, 3.1)

Reassignment

- Where no possibility for Reassignment exists, Member(s) offered notice and severance.
- Where retraining is less than 100% Normal Workload, provisions of *Reduced Workload* apply

Responsibilities of Members

- Members full-time commitment shall include at least 10% Academic Activity and 5% to Service. (8.1)
- Members shall undertake training as required respecting legislative or policy directed responsibilities (at cost of Employer) (7)
- Outlines Members responsibilities for control of confidential and personal information (9 d)

Responsibilities of Members

- Outlines Members responsibilities for compliance with *Copyright Act* and University policy, and Employer indemnification (9 e)

Retirement and Resignation

- Members with ten years of FT service who are within 10 years of Normal Retirement Date shall have the right to phase their retirement using the provisions of the Article *Reduced Workload*

Workload

- Normal Workload is changed to 75% Professional Practice, 25% combined Academic Activity and Service, with a minimum of 10% Academic Activity and 5% Service. (1.1)
- Magnitude of a Member's Workload to be established in discussion with the Member's immediate supervisor and shall reflect consultation with other Members of the Unit regarding the distribution of their work (2)

Workload

- Each Member submits Planned Activities and Contributions document by May 15 of each year to supervisor and CL or Dean (3)
- Removal of provisions from Collective Agreement regarding Libraries Workload Committee, Unit Workload Plan/revised Unit Workload Plans, and Independent Review
- Workload Review Committee continues to exist
- *LU Annual Planning Process* defines the terms for the planning process

Letters of Understanding

- Academic Activity Support Fund (renew)
- Annual Planning Process (new): Members shall have opportunity to be actively involved in annual planning process at various levels, including the development of Western Libraries or Faculty-wide operational plans and individual Unit operational plans. Library Directors and Department Heads shall participate in process.
- Annual Report and Review Document Formats (new)
- Nominations and Elections Process (renew)

Letters of Understanding

- Reassignment Contingency (new): provisions for a retirement incentive if reduction in number of Librarians or Archivists is expected under the Article *Reassignment*
- Transition Promotion Fund (new): Members subject to P&CA transition provisions who are promoted to the Rank of Associate shall be entitled to a one-time Professional Development allowance of \$1000 to be used for professional development or Academic Activity expenses incurred in the 2 years prior or following granting of Promotion to Associate Rank.

Letters of Understanding

- Units (new):
 - Listing of current Units moved from *Appendix D Definition of “Unit”*
 - Units that currently have a Library Director or Department Head shall continue to have LD or DH for first 2 years of this Collective Agreement
 - The Employer may create new Units or close existing Units. In such cases, the Employer shall give the Association at least 2 months notice under the provisions of the Article *Management Rights*

Letters of Understanding

- Units (new) cont'd:
 - Within 1 month of the notice given, the Association may request the Employer consult with Members and the Association in advance of implementation of Unit creation or closure; Employer shall then solicit feedback on proposal from Members and consider feedback, providing a report summarizing feedback and Employer's response to feedback
 - Provisions of *Reassignment* apply to affected Members when a Unit is to be closed

Appendices

- Appendix C – Arbitrators – align with FCA
- Appendix D – Definition of “Unit” - removed

Questions?



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