



An Agreement  
Between  
BOARD OF GOVERNORS  
Of Lakehead University  
And  
Lakehead University  
FACULTY ASSOCIATION

Unit #2

**July 1/84**  
**June 30/85**

COLLECTIVE AGREEMENT

between

BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

UNIT #2

1 JULY 1984

to

30 JUNE 1985

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#### ARTICLE 1: PURPOSE

- 1.01 The Parties acknowledge the objects and purposes of the University to be those set out in Article 3 of The Lakehead University Act, 1965, namely: (a) the advancement of learning and the dissemination of knowledge; and (b) the intellectual, social, moral and physical development of its members and the betterment of society. The Parties further acknowledge that all members of the University community have a responsibility to work toward the attainment of these goals.
- 1.02 It is the purpose of this Agreement to promote and maintain harmonious relations between the Board of Governors and the members of the bargaining unit.

#### ARTICLE 2: DEFINITIONS

- Act: the Lakehead University Act (1965) as may be amended from time to time
- Agreement: this collective agreement between the Association and the Board
- Association: the Lakehead University Faculty Association
- bargaining unit: the unit defined in the decision of the Ontario Labour Relations Board dated 27 September 1979
- Board: the Board of Governors of the University
- Chief Librarian: the Chief Librarian of the Library and/or his/her delegate
- contract year: the twelve month period commencing on the first day of July and ending on the thirtieth day of the following June
- day: a working day, i.e. Mondays to Fridays inclusive but excluding statutory holidays pursuant to Article 25.02
- department: a functional unit within the Library
- Director of Personnel: the Director of Personnel of the University and/or his/her delegate
- employee: an individual employed by the Board on a full-time or part-time basis
- employer: the Board, or its successor, or officers delegated by the Board to act on its behalf
- Library: the University Library

Librarian rank: the classification of a member as one of the following:  
Librarian I; Librarian II; Librarian III; or,  
Librarian IV

Member: an employee in the bargaining unit pursuant to  
Article 3

Parties: the Association and the Board

President: the President and Vice-Chancellor of the University  
or his/her delegate

University: Lakehead University as constituted by the Act

### ARTICLE 3: RECOGNITION AND COMPOSITION OF THE BARGAINING UNIT

3.01 The Board recognizes the Association as the exclusive bargaining agent of all full-time professional librarians and part-time professional librarians meeting the criteria set out in Article 13.02 and to the extent provided therein, employed by Lakehead University in the City of Thunder Bay save and except the Chief Librarian and persons above the rank of Chief Librarian and persons covered by subsisting collective agreements.

### ARTICLE 4: NO DISCRIMINATION

4.01 The Board and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any member of the bargaining unit in any matter with regard to conditions of employment as provided in this Agreement by reason of race, creed (i.e. religious affiliation or belief), colour, age (except for retirement as provided for in this Agreement), sex, sexual orientation, marital status, nationality, ancestry, political affiliation, family relationship (subject to Lakehead University policy), physical handicap (except where the handicap seriously impedes the carrying out of required duties) nor by reason of membership/non-membership or activity/lack of activity in the Association. Where members participate in contributory benefit schemes, they shall be subject to the terms and provisions of such schemes.

4.02 No member of the bargaining unit shall take part in formal discussions or determinations regarding the individual terms and conditions of employment of a member of his/her family.

### ARTICLE 5: ASSOCIATION MEMBERSHIP AND DUES

5.01 The Board shall provide the Association by 1 November of each

year with a list of the names, ranks and departments of all members of the bargaining unit, and shall notify the Association of additions and deletions to this list within two weeks after such additions and deletions have been made.

5.02 While membership in the Association shall not be a condition of employment, Association dues shall be deducted by the Board from the monthly salary payment of all members of the bargaining unit. The Board shall remit the dues to the Association within thirty days of the end of the pay period, together with a statement listing the names and ranks of members from whose salaries the dues have been deducted and the amount deducted from each member.

5.03 The Treasurer of the Association shall notify in writing the Chief Business Officer of the Board of any authorized change to the dues structure of the Association by no later than the first day of the month in which the change is to become effective. The dues structure shall not require deductions which are incompatible with the Board's payroll system, but reasonable effort will be made to accommodate requested changes.

5.04 The Board shall provide to each member, either on his/her T4 Income Tax slip or in other suitable written format, an annual statement of the Association dues which have been deducted from his/her salary during the calendar year.

5.05 The Association shall indemnify and save harmless the Board from any claim or liability made against it pursuant to the deduction or non-deduction of Association dues, except where an error has been made by the Board.

### ARTICLE 6: CORRESPONDENCE

6.01 Except where otherwise expressly provided in this Agreement, correspondence between the parties with respect to the administration of this Agreement shall be between the Director of Personnel and the President of the Association or his/her delegate. Correspondence to the President of the Association shall be addressed to his/her University Department.

6.02 Except where otherwise expressly provided in this Agreement, the University's internal mail service shall be deemed adequate for the exchange of correspondence, including the giving of notice, required by this Agreement. The effective date for receipt of any correspondence shall be two working days from the date of mailing unless there is evidence to the contrary.

### ARTICLE 7: COPIES OF THE AGREEMENT

7.01 The Board shall provide each member with one copy of this



Agreement. The Board shall provide the Association with additional copies of the Agreement at cost.

#### ARTICLE 8: UNIVERSITY GOVERNANCE AND LIBRARY OPERATIONS

##### 8.01 Board of Governors

The Association recognizes the rights, powers, and responsibilities of the Board of Governors to operate and manage the University in accordance with the Lakehead University Act, 1965. The Board shall exercise those rights, powers, and responsibilities which are pursuant to this Agreement in a fair and reasonable manner.

##### 8.02 University Senate

The Board and the Association recognize the rights, powers, and responsibilities of the Lakehead University Senate in accordance with the Lakehead University Act, 1965.

##### 8.03 Library Operations

The Board acknowledges the reasonable, certain, and known rights and responsibilities of members to participate in the formulation and/or recommendation of Library policies. The involvement and participation of members in the selection of a Chief Librarian is accepted and supported by the Board.

##### 8.04 Support Services

The Board shall endeavour to provide an adequate level of services and supplies in support of the professional functions of members.

#### ARTICLE 9: ASSOCIATION-BOARD RELATIONSHIP

9.01 The Board shall make known to the Association its proposals to amend the Lakehead University Act, 1965, and shall advise the Association of any request it shall receive from the Government of Ontario to make a submission concerning the Act.

9.02 Authorized representatives of the Association shall be permitted to transact official business of the Association with members or with official representatives of the Board on University property provided such business shall not interfere with or interrupt normal Library operations.

9.03 The Association shall have access to the following University services at standard University rates for internal users: telephones, mail, printing, computer use, meeting rooms, audio-visual aids, and general office services.

9.04 The Association shall inform the Board of the names of its officers and other authorized representatives within seven days of their selection.

9.05 In the years in which this Agreement is to be re-negotiated, the Board shall authorize a reduction in scheduled working hours, during the period of negotiations, of the hours used for negotiating to a maximum of twelve man-hours per week.

#### ARTICLE 10: JOINT COMMITTEE FOR ADMINISTERING THE AGREEMENT

10.01 A Joint Committee for Administering the Agreement shall be established within ten days of the ratification, by both parties, of this Agreement.

10.02 The Joint Committee shall consist of two persons appointed by the Board and two persons appointed by the Association.

10.03 The terms of reference of the Joint Committee shall be:

- (A) To assist the parties in creating and maintaining harmonious relationships by providing a means for discussing issues concerning the administration of the Agreement and the relationship in general between the Board and the Association, including issues not specifically covered by this Agreement;
- (B) To perform functions assigned to it pursuant to this Agreement; and,
- (C) To consider issues and problems associated with the administration, interpretation, and operation of this Agreement that are submitted to it by either or both parties, excluding formal grievances.

- 10.04
- (A) The Joint Committee shall meet on the giving of at least seven days notice by either party.
  - (B) One of the Association appointees shall serve as Chairman from 1 July to 31 December, and one of the Board appointees shall serve as Chairman from 1 January to 30 June.
  - (C) A quorum shall be three members.

#### ARTICLE 11: HEALTH AND SAFETY

11.01 The Board shall maintain a Lakehead University Occupational Health and Safety Committee, pursuant to the Ontario Occupational Health and Safety Act as amended from time to time.

11.02 The Association shall have the right to appoint one member to the Lakehead University Occupational Health and Safety Committee.



#### ARTICLE 12: ACCESS TO INFORMATION

- 12.01 The Board shall provide the Association with the following information and data:
- (A) by 1 November of each year, a list of all members of the bargaining unit, including rank, type of appointment, year of appointment, years of first and last degree, and highest degree earned;
  - (B) by 1 October of each year, the total cost of members' salaries and benefits for the previous financial year, as reported to the Committee of Finance Officers of the Universities of Ontario;
  - (C) copies of the University's Operating Budget and Audited Financial Statements when approved by the Board of Governors;
  - (D) copies of formal University briefs, submitted in response to requests from the Ontario Council on University Affairs, the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of Unit #2 members;
  - (E) copies of pension and group insurance policies, triennial actuarial reviews of the pension plan, and measurement surveys supplied to the University Pension Committee; and,
  - (F) by 1 November of each year, age, sex, and salary of each member.
- 12.02 The Association shall provide the Board with the following information:
- (A) copies of general newsletters from the Association to members of the bargaining unit, to be sent to the Director of Personnel at the same time as the general mailing;
  - (B) copies of any formal printed statements or briefs concerning the Library to be made publicly by the Association; and,
  - (C) a current copy of the constitution of the Association.

#### ARTICLE 13: EMPLOYMENT OF NON-MEMBERS

- 13.01 Nothing herein shall prevent the Chief Librarian or any professional librarian excluded from the bargaining unit by the decision of the Ontario Labour Relations Board, dated 27 September 1979, as amended from time to time, from performing professional librarian functions and activities.
- 13.02 Nothing herein shall prevent the performance of professional librarian work by professional librarians employed on a part-time basis. Professional librarians regularly employed on a part-time basis (i.e. for more than three consecutive months) for more than twenty-one hours per week shall be members of the bargaining unit, but for such members the following articles of this Agreement shall not apply: 16 (Rights and

Responsibilities of Librarians), 17 (Appointments), 18 (Performance Reviews), 19 (Promotions), 22 (Lay-off), 23 (Retirement, Resignation, and Clearance Upon Termination), 25 (Employment Benefits), and 26 (Leaves of Absence). Professional librarians employed on a part-time basis either for periods of less than three consecutive months, or for twenty-one or less hours per week, shall be excluded from the bargaining unit.

- 13.03 Openings for professional librarians to be employed on a part-time basis of twenty-one or less hours per week and for less than three consecutive months shall be posted in the Library. Members of the bargaining unit with full-time appointments may apply for such openings, but such work shall not be treated as over-time work and the regular salary rate for the position shall apply.
- 13.04 Except as provided for in this Article, no professional librarian work shall be performed by persons who are not members of the bargaining unit.

#### ARTICLE 14: PERSONAL FILES

- 14.01 Personal files maintained by the Board about members of the bargaining unit are records of the employment history of the member in the University. Subject to the provisions of this Agreement, the contents and use of the official file are at the discretion of the Director of Personnel. The purpose of this Article is to help ensure that the files fairly represent the member's employment history.
- 14.02.01 There shall be one official file maintained in the office of the Director of Personnel for each member, which shall include some or all of the following items:
- (A) pre-employment materials including correspondence associated with the application, curriculum vitae, transcripts, and letters of reference;
  - (B) copies of letters relating to Board actions respecting the member, including initial appointment, the granting of a continuing appointment, approved leaves of absence, administrative appointments, etc.;
  - (C) general correspondence related to the member's employment;
  - (D) materials relating to recommendations on salary, continuing appointment, and promotion; and,
  - (E) materials respecting professional development and achievement.



- 14.02.02 The Chief Librarian may keep a personal file on a member, but such a file shall not constitute the member's official file. The member shall have the same right of access to this file as to the official file.
- 14.03 An inventory sheet shall be included in each official file.
- 14.04 No anonymous material shall be kept in a member's official file. Any anonymous material in a member's official file when this Agreement comes into effect shall be removed and destroyed.
- 14.05 Confidential material kept in a member's official file shall be subject to the following rules of storage:
- (A) confidential material is limited to signed letters of reference solicited with the knowledge of the member, and any other letter or document transmitted in confidence which the member, the Chief Librarian, or the Director of Personnel solicit pursuant to this Agreement; and,
  - (B) a member shall receive an inventory of the confidential materials in his/her file on request to the Director of Personnel, such an inventory to include the date and general subject matter of the confidential material.
- 14.06 The official file shall be the only source of confidential personal employment information used in any official University proceeding. Such materials may be used as follows:
- (A) appointments, pursuant to Article 17;
  - (B) performance reviews, pursuant to Article 18;
  - (C) promotions, pursuant to Article 19;
  - (D) grievances and arbitrations, pursuant to Article 21; and,
  - (E) other proceedings with the written permission of the member.
- 14.07 Upon written request to the Director of Personnel, a member and/or an agent authorized in writing by the member shall have the right to examine the contents of his/her official file in the Personnel Office, except for confidential material described in 14.05(A). Such examination shall be in the presence of a person designated by the Director of Personnel. The member shall not be allowed to remove the official file or any part thereof from the Personnel Office. Upon written request the member shall obtain at his/her expense copies of the documents to which he/she has the right of examination.
- 14.08 A member shall have the right to include in his/her official file written comments on the accuracy or meaning of any of the non-confidential contents of the file, and to add to the file any documents that he/she deems relevant.

- 14.09 No information contained in the official file of a member, in a member's file kept in the Chief Librarian's office, or in University Payroll records, shall be made available to any other person or institution, except as authorized by this Agreement, by law, by the member in writing, or by the Director of Personnel for internal University administrative purposes.

#### ARTICLE 15: ACADEMIC FREEDOM

- 15.01 The parties recognize that the University, in pursuing its objectives and purposes, subscribes to the principle of academic freedom which encourages the search for knowledge and its free exposition. Members have the right and responsibility to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship. Academic freedom also ensures the member's right to disseminate the results of his/her research and to express his/her professional opinion freely and publicly, without University penalty for exercising that freedom. Members recognize that academic freedom involves a duty to use that freedom in a responsible way.

#### ARTICLE 16: RIGHTS AND RESPONSIBILITIES OF LIBRARIANS

- 16.01 A member has certain rights, duties and responsibilities which derive from his/her position as a professional librarian in the University Library. In exercising his/her rights and in fulfilling his/her duties and responsibilities a member shall deal fairly and ethically with colleagues and Library users and shall respect the principles of confidentiality in a manner consistent with the performance of his/her professional role.
- 16.02 Professional Services
- 16.02.01 The primary responsibilities of members are the selection, organization and dissemination of information to support the academic pursuits of the University. Such responsibilities are achieved by providing professional consultation and assistance to Library users, and by developing and maintaining the Library collection consistent with the academic and other general information needs of the University.
- 16.02.02 Subject to Library and University policies, a member has the responsibility to use his/her special training and knowledge in providing to all members of the University community access to Library materials and facilities. He/she has the right and responsibility to exercise professional judgement in the performance of his/her duties, also subject to Library and University policies.



16.02.03 Members have the right and responsibility to develop their professional expertise. Subject to the approval of the Chief Librarian, members have the right to pursue activities leading to their professional development such as attending conferences and workshops and the observation of systems and procedures for possible implementation in the Library.

16.02.04 Members may be responsible for the supervision of support staff and for participation in the administration of the Library.

16.03 Service to the University

16.03.01 A member has the right and responsibility, when eligible, to serve as a member of duly constituted Library and University committees, when invited or elected, to the extent that such involvement does not prevent the member from fulfilling his/her primary responsibilities. Such committee service shall be discussed in advance with the Chief Librarian to ensure that this service is not in conflict with the member's primary responsibilities.

16.03.02 A member's participation in the activities of the Association shall be recognized as service to the University in the context of this Article. As long as Library requirements are met, and subject to the fulfillment of the scheduled public services of the Library, members shall have the right to attend L.U.F.A. general meetings during the working day upon approval of the Chief Librarian. Time away from work to attend such meetings shall be made up by the members.

16.04 Service to the Profession and Community

16.04.01 A member has the right to participate in the activities of his/her profession, professional associations and/or learned societies. He/she is encouraged to participate in such activities which will enhance the standing of both the member and the University, provided that such activities do not interfere with his/her obligations, duties and responsibilities to the University and subject to the following conditions:

- (A) if the Chief Librarian has cause for concern, a member shall, upon written request, make available to the Chief Librarian information in writing on the scope of outside activities of a substantial nature. When the time commitment to those activities is such as to interfere with fulfillment of his/her service to the University, the member shall take corrective action to ensure the fulfillment of his/her service; and,

- (B) when a member's activities involve the use of University facilities, supplies or services, permission for the use of such facilities, supplies or services, and agreement on appropriate reimbursement therefor, shall be obtained in advance by the member from the Chief Librarian.

16.04.02 In activities that extend to the community, a member shall retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, a member must make it clear that his/her position and opinions are personal.

16.05 Research and Other Scholarly Activities

16.05.01 Although not required to do so, a member may be involved in research to the extent that such involvement does not prevent him/her from fulfilling his/her primary responsibilities.

16.05.02 Such research, if any, shall be outside the member's responsibilities to the University. A member engaged in research with the concurrence of the Chief Librarian shall be eligible to apply for the use of University facilities and for financial support.

16.05.03 The purpose of research conducted by a member shall be to increase knowledge and understanding and to improve the professional competence of librarians.

16.05.04 Upon written request by the Chief Librarian, a member shall submit by 1 May a summary of the nature, scope and specific achievements of any research or scholarly and creative activities carried out in the preceding year.

16.06 Position Descriptions for Professional Librarians

The following procedure will be used to establish position descriptions and to make subsequent revisions.

16.06.01 The duties and responsibilities of each professional librarian position shall be described in an appropriate position description. All such position descriptions shall be accessible to all members.

16.06.02 A proposed position description shall be prepared by the Chief Librarian, after consultation with the incumbent member if there is one. The provisions of such position descriptions shall constitute a reasonable workload and shall be generally consistent with the professional nature of the position and with a thirty-five hour work week.



- 16.06.03 The Chief Librarian shall forward the proposed position description to the Director of Personnel, along with the name of the incumbent member who assisted in its preparation. Any significant differences between the Chief Librarian and the incumbent member over the provisions of the position description shall be noted by the Chief Librarian and these shall be forwarded to the Director of Personnel along with the proposed position description itself.
- 16.06.04 The Director of Personnel shall attempt to resolve any differences between the Chief Librarian and the incumbent over the provisions of the position description. The Director of Personnel shall prepare a final draft of the position description and, irrespective of agreement between the Chief Librarian and the incumbent, shall forward it to the Position Evaluation Committee for consideration.
- 16.06.05 The Position Evaluation Committee shall consist of the Vice-President (Administration) as Chairman, the Director of Personnel, and one person appointed by the Association, who shall not be a member of the bargaining unit.
- 16.06.06 The responsibility of the Position Evaluation Committee shall be to ensure that each position description accurately describes the duties and responsibilities expected of a member holding the position. In addition the Committee shall attempt to resolve any outstanding differences between the Chief Librarian and the incumbent member if such differences still remain.
- 16.06.07 The position descriptions shall be implemented only after the above procedure has been completed.
- 16.06.08 The work activities with respect to a given position may change with time. A review of each position description may be initiated by the Chief Librarian or on request by the incumbent member.
- 16.06.09 Copies of the position description shall be forwarded to the incumbent and to the Association within twenty days following the approval by the Position Evaluation Committee.
- 16.07 Workload
- 16.07.01 On the average the workload for a member is thirty-five hours per week. In addition to the duties and responsibilities specified in the position description for each member, the Chief Librarian may also assign reasonable duties which are not in conflict with this Agreement.

- The Chief Librarian shall indicate to the member the length of time the assignment is expected to take and whether such an assignment is expected to recur. Whenever possible, the member concerned shall be consulted with respect to the additional duties to be assigned.
- 16.07.02 For hours worked in excess of the normal workload, equivalent time off shall be scheduled, the day and time being subject to the approval of the Chief Librarian.
- 16.07.03 The Chief Librarian has responsibility for the scheduling of evening and weekend duties of members, taking into account the following:
- (A) the needs and priorities of the Library;
  - (B) the member's engagement in committee service; and,
  - (C) any other relevant factors.
- Whenever possible, the member concerned shall be consulted with respect to the schedule to be assigned. A member shall not be scheduled for more than one evening and one weekend shift per week for reference and information desk services, except for special conditions such as staff shortages owing to vacations, illness, vacancies, special projects, etc..
- 16.07.04 Librarians assigned to work by the Chief Librarian on statutory holidays as defined in Article 25.02.01 shall be entitled to compensatory time off at the rate of one and a half hours for each hour worked. The scheduling of such time off shall be subject to the approval of the Chief Librarian.

#### ARTICLE 17: APPOINTMENTS

##### 17.01 General Conditions

- 17.01.01 Appointment as a professional librarian shall be limited to persons with the following minimum qualifications:
- (A) an undergraduate degree from a recognized university; and,
  - (B) a degree from a library school accredited by the American Library Association, or by a comparable Canadian accrediting body if such is established, or a comparable combination of experience and formal qualifications.
- 17.01.02 Appointments shall be made to one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.



- 17.01.03 Unless specifically provided otherwise in the letter of appointment, a member is employed twelve months a year, including vacation time and statutory holidays.
- 17.01.04 Appointments may be made at any time during the year, and shall be one of the following types:
- (A) limited term;
  - (B) probationary; or
  - (C) continuing.
- 17.02 Limited Term Appointment
- 17.02.01 A limited term appointment is for a stated period of time and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for a continuing appointment.
- 17.02.02 A limited term appointment may be made to:
- (A) provide a replacement for a member on leave;
  - (B) meet specific Library needs of limited duration; or
  - (C) to fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary appointee.
- 17.02.03 The total consecutive years a member may serve on limited term appointment(s) shall not exceed two years without the agreement of the Association, except where the limited term appointment(s) is funded entirely from granting agencies external to the University. In this latter instance, the total consecutive years a member may serve in a limited term capacity shall not exceed the duration of the external funding without the agreement of the Association.
- 17.02.04 In addition to the information provided to the Association pursuant to 12.01, the Board shall inform the Association of the period and purpose of any limited term appointment.

17.03 Probationary Appointment

- 17.03.01 A probationary appointment shall be for one year. During that year performance judged to be unsatisfactory shall be just cause for termination of the probationary appointment pursuant to 17.03.03. The probationary appointment may be extended for up to one additional year when (A) the member's performance has been marginally satisfactory and, in the opinion of the Chief Librarian, may be expected to improve, or (B) in the opinion of the Chief Librarian the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance.

- 17.03.02 A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for a continuing appointment.
- 17.03.03 The member shall be informed within five days of each quarterly performance review of the result of the review. If the member's performance is judged clearly unsatisfactory following a quarterly review, he/she may be informed that, if the unsatisfactory performance persists, he/she may be given one month's notice of termination of the probationary appointment. If the member's performance is judged marginally unsatisfactory following a quarterly review, he/she may be informed that, if his/her performance is judged to be unsatisfactory at a subsequent quarterly review, he/she may be given one month's notice of termination of the probationary appointment. The member shall be given advice and support for improvement throughout the probationary period.
- 17.03.04 The member shall be informed within five days of the twelve-month evaluation that:
- (A) he/she is offered a continuing appointment effective at the beginning of the thirteenth month;
  - (B) he/she is offered an extension of the probationary period; or,
  - (C) his/her appointment shall terminate and he/she shall receive one month's notice or pay in lieu thereof.
- 17.03.05 A member on an extended probationary appointment shall be informed within five days of the final evaluation that:
- (A) he/she is offered a continuing appointment effective at the beginning of the month following the end of the extended probationary period; or
  - (B) his/her employment shall terminate and he/she shall receive one month's notice or pay in lieu thereof.
- 17.04 Continuing Appointment
- A continuing appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement.
- 17.05 Appointments and Promotions Committee
- 17.05.01 There shall be an Appointments and Promotions Committee with three members. The Committee shall consist of the Chief Librarian serving as chairman and two librarians with continuing appointments selected by members of the bargaining unit.



- 17.05.02 The two members shall serve for a term of two years with a new representative being selected each year.
- 17.05.03 The Committee shall consider applications for appointment and promotion.
- 17.05.04 Any member of the Committee who has applied for appointment to a new position or for promotion shall be excused from the Committee and an alternative member shall be selected by the members of the bargaining unit.
- 17.05.05 If a member of the Committee selected by the membership resigns or is unable to serve for any other valid reason, an alternate member shall be selected by the members of the bargaining unit to serve out that term or appropriate portion thereof.
- 17.06 Appointment Procedures
- 17.06.01 When a vacancy has been approved for staffing, the Chief Librarian shall convene a meeting of the Appointments and Promotions Committee.
- 17.06.02 The Appointments and Promotions Committee shall review the duties and responsibilities of the vacant position and the qualifications desired in a successful candidate. For vacancies below the department head level, the department head will meet with the Appointments and Promotions Committee in its review of the duties and responsibilities of this position.
- 17.06.03 Notice of a vacancy, of the desired qualifications, and of the application deadline shall be sent to all members. Vacancies may be advertised outside the University in suitable publications such as Feliciter, University Affairs, and/or the CAUT Bulletin. The placing of advertisements and the receipt of applications shall be the responsibility of the University Administration.
- 17.06.04 The Appointments and Promotions Committee shall review the internal and external applications received and shall interview all qualified applicants it selects. For applications below the department head level, the department head shall be included in the interview process. The Chief Librarian shall select the successful applicant giving consideration to the evaluation of the applicants by the Committee and, where applicable, the department head.
- 17.06.05 A limited term appointment may be made without following the above procedures at the discretion of the Chief Librarian.

- 17.06.06 The Chief Librarian shall provide the successful applicant with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
  - (B) type of appointment;
  - (C) starting salary;
  - (D) rank;
  - (E) department in which the candidate is to be appointed;
  - (F) any other terms and conditions pertaining to the appointment which are not inconsistent with the provisions of this Agreement;
  - (G) a copy of the position description for the position; and,
  - (H) a statement that the appointment is subject to the provisions of this Agreement.
- A copy of the Agreement shall be enclosed with the letter of appointment.
- 17.07 Appointment of Department Heads
- 17.07.01 A member may be appointed as head of a Library department by the Chief Librarian, pursuant to 17.06.
- 17.07.02 Upon appointment as a department head, a member shall serve a trial period which shall not exceed one year. At the conclusion of the trial period, the member either shall be confirmed as head of the department if his/her professional performance during the trial period was satisfactory, or shall be returned to his/her former rank and the salary he/she would be receiving if the appointment had not been made.
- 17.07.03 A rank no lower than Librarian III shall be acquired by appointment as department head.
- ARTICLE 18: PERFORMANCE REVIEWS
- 18.01.01 Reviews of a member's performance as a professional librarian shall be conducted pursuant to this Article. Conclusions reached in the course of a review shall be reasonable and consistent with the information used in the review.
- 18.01.02 Formal evaluations of a member's performance may be used in any University appraisal of the member.
- 18.02 Performance Criteria
- 18.02.01 The duties and responsibilities of a member which may



be subject to performance review encompass four fields of activity:

- (A) professional service;
- (B) service to the University;
- (C) service to the profession and the community; and,
- (D) research and other scholarly activities.

18.02.02

A review of a member's professional service performance shall be based on the following criteria as they relate to the member's assigned duties and responsibilities during the period in review:

- (A) accuracy and thoroughness of work, including quality and consistency of performance and effective application of knowledge and skills;
- (B) organization of work, including the ability to set priorities, to choose efficient means of accomplishing goals and to use time effectively;
- (C) quantity and timeliness of work, including the level of productivity and ability to meet deadlines;
- (D) judgement, including recognition of problems, decision making, and the ability to assess alternate solutions and the consequences of recommendations;
- (E) communication skills, including the ability to communicate effectively in speech and in writing, and the ability to gain the confidence, co-operation, and respect of others;
- (F) initiative, including choosing objectives, resourcefulness and creative innovation, flexibility and responsiveness to new ideas; and,
- (G) supervisory skills, where applicable.

18.02.03

A review of a member's performance in service to the University, service to the profession and the community, and research and other scholarly activities, shall be based on the following criteria:

- (A) effectiveness of service to the University, as evidenced by successful service on University committees, activities that further the welfare of the University, etc.;
- (B) active participation in professional and/or scholarly organizations, and/or professionally related community service; and,
- (C) scholarly ability (where a member is engaged in research or other scholarly activity pursuant to 16.05), as evidenced by the execution of research, by publication in librarianship, information science, bibliography, or other related areas of professional expertise, and/or by presentation of work at conferences or seminars in a form that is available for review.

18.03 The standards of performance that can be reasonably expected within the various criteria stated in 18.02 vary with the experience, administrative responsibilities, type of appointment, and position of the members.

18.04 Performance in a Probationary Appointment

18.04.01 The professional service performance of a member on a probationary appointment shall be formally reviewed at three-month intervals. The Chief Librarian shall be responsible for the formal reviews and shall consult with the member's department head, if any.

18.04.02 The performance of a member shall be reviewed on the basis of the criteria described in 18.02.02.

18.04.03 The Chief Librarian shall provide the member with a written copy, including copies of all documentation, of his/her evaluation of a member's performance at least three days in advance of a meeting with the member to discuss his/her performance. The member shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the Chief Librarian. The signature does not indicate that the member agrees with the evaluation.

18.04.04 At the conclusion of a probationary or extended probationary period, a performance review pursuant to this Article that concludes that the member has not met the standards of performance required for a continuing appointment shall be just cause for termination of the appointment.

18.05 Performance in a Continuing Position

18.05.01 The parties recognize that no periodic, structured performance review substitutes for regular communication between the Chief Librarian and a member, for constructive staff relations, or for addressing staff problems promptly and reasonably.

18.05.02 The performance of a member on a continuing appointment shall be formally reviewed in May of each year by the Chief Librarian, who shall consult with the member's department head, if any. At the meeting held pursuant to 18.05.06, an exchange of information on the state of Library operations and of issues of concern shall be encouraged.

18.05.03 The performance of a member shall be reviewed on the basis of the criteria described in 18.02.



- 18.05.04 Prior to carrying out the performance review, the Chief Librarian, on his/her own initiative may, or on the request of the member shall, obtain written information about and/or evaluation of the member's work from other librarians, University colleagues, library users, and/or professional associates. When the Chief Librarian does so on his/her own initiative, he/she shall so inform the member in advance.
- 18.05.05 Depending on the degree of a member's participation in service to the University pursuant to 16.03, in service to the profession and the community pursuant to 16.04, and in research and other scholarly activities pursuant to 16.05, professional service performance pursuant to 18.02.02 shall be given a weighting of 85 - 95% and other performances pursuant to 18.02.03 shall be given a weighting of 15 - 5%.
- 18.05.06 The Chief Librarian shall provide the member with a written copy, including copies of all documentation, of his/her evaluation of a member's performance at least three days in advance of a meeting with the member to discuss his/her performance. The member shall sign the report to signify that he/she has read it and has discussed his/her performance at the meeting with the Chief Librarian. If there is disagreement with the evaluation, the member shall so indicate upon the signing of the report. Within three days of the meeting the member shall provide a concise written statement of his/her reasons for dissent and this statement shall be attached to and become part of the evaluation report. Failure to supply a statement of disagreement shall be taken as acceptance of the Chief Librarian's evaluation.
- 18.06 Performance in a Headship Trial Period
- 18.06.01 The performance of a member in a trial period as a department head pursuant to 17.06.02 shall formally be reviewed at the mid-point and the conclusion of the trial period.
- 18.06.02 The procedures described in 18.05.02, 18.05.03, 18.05.04, 18.05.05 and 18.05.06 shall apply to reviews conducted pursuant to 18.06.01.
- 18.07 Documentation
- All documentation used in a review shall be dated and attached to the report prepared by the Chief Librarian with respect to the review, and filed in the member's personal file. No anonymous material may be used. When the Chief Librarian

believes that confidential material, from the member's file or gathered pursuant to 18.05.04, should be used, the member shall be given a typed copy of such confidential material, edited to remove statements that could identify the author.

#### ARTICLE 19: PROMOTIONS

- 19.01 Promotion means a change in rank from Librarian I to Librarian II, from Librarian II to Librarian III, or from Librarian III to Librarian IV.
- 19.02 Application for Promotion
- 19.02.01 An application for promotion shall be submitted in writing to the Chief Librarian no later than 15 January in any given year.
- 19.02.02 An application shall include a current curriculum vitae, a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her duties and responsibilities, a description of his/her professional development and scholarly activities, and any other information which the candidate thinks would aid his/her case.
- 19.02.03 In addition to the material described in 19.02.02, a candidate shall include a list of three or more possible referees.
- 19.03 Promotion Procedures
- 19.03.01 The Appointments and Promotions Committee shall meet to consider any applications for promotion during April or May.
- 19.03.02 For promotion to Librarian III or Librarian IV, the Chief Librarian shall solicit letters of reference respecting the member's professional performance and capabilities from two referees chosen from the candidate's list. The Chief Librarian may solicit up to two additional references or assessments with respect to the member's professional performance and capabilities, and if so doing, shall inform the candidate and shall submit the names of up to four persons who could be asked to serve as referees. The candidate shall have the right to comment in writing on the names suggested and to have such comments included in his/her official file. If the candidate can successfully demonstrate to the Chief Librarian that a proposed referee(s) is(are) incapable of rendering a reasoned and unbiased judgement, the name(s)



of the person(s) shall be removed from the list. If the candidate makes no comments within five days, the Chief Librarian may select referees from the original list.

19.03.03

When the Chief Librarian writes to any referee, he/she shall include:

- (A) copies of the materials submitted by the candidate pursuant to 19.02.02; and,
- (B) a copy of Article 19.

19.03.04

Each referee shall be asked to comment on the member's professional performance and capabilities on the basis of the referee's knowledge of the member's work and/or of the materials submitted to him/her, and to provide a supporting rationale for his/her appraisal, relating the appraisal to the criteria for the promotion.

19.03.05

The Appointments and Promotions Committee shall consider:

- (A) the materials submitted by the candidate;
- (B) the responses from the referees, if any; and,
- (C) the formal performance review made pursuant to Article 18.

19.03.06

The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University.

19.03.07

If the Committee requires clarification of any responses from referees and/or performance reviews, it shall invite the writer to provide clarification.

19.03.08

To obtain a recommendation for promotion, a candidate must receive the support of the Chief Librarian plus at least one other member of the Promotion Committee. Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.

19.03.09

When the Committee has reached a tentative decision concerning a recommendation for promotion which is unfavourable for the candidate, the Chief Librarian shall inform the candidate stating the reasons for the tentative decision. The candidate shall be invited to submit further documentary evidence within five days if he/she wishes.

19.03.10

A candidate who has been informed of a tentative decision against recommendation may obtain copies of the materials considered by the Committee.

19.03.11

After any additional documentation has been submitted, the Committee shall meet to reach its final decision on all candidates. The Chief Librarian shall prepare a report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chief Librarian wishes to make. Attached to the report and forming part of it shall be the official ballot of the Committee.

19.03.12

Unless there are reasonable procedural or substantive grounds for not doing so, the recommendation of the Promotion Committee shall be accepted.

19.03.13

The Chief Librarian shall inform the candidate in writing by 15 June of the result of his/her application for promotion. The candidate shall receive a copy of the report from the Committee. If the application is denied, the Chief Librarian shall advise the candidate at the same time the reasons for the decision.

19.04

#### Criteria for Promotion

19.04.01

For evaluating each application for promotion, the following general criteria shall apply:

- (A) the performance criteria pursuant to 18.02, with an emphasis on demonstration of judgement, initiative, and the ability to communicate and interact effectively;
- (B) competent fulfillment of the duties and responsibilities of the member's position or positions;
- (C) ability to work constructively with other Library staff and toward the interests of the Library and the University; and,
- (D) where appropriate pursuant to 16.03, 16.04, and 16.05, consistent contribution and individual achievement in service to the University, in service to the community and profession, and in research or other scholarly work.

19.04.02

In addition to the above general criteria, the following specific criteria for different ranks shall apply:

- (A) for promotion to Librarian II a member shall:
  - (a) hold a continuing appointment; and,
  - (b) have a minimum of one year of full-time professional experience in a university library.
- (B) for promotion to Librarian III a member shall:
  - (a) hold a continuing appointment;



- (b) have a minimum of seven years of full-time professional experience, of which at least five were in a university library;
  - (c) have given valued service to the Library;
  - (d) have developed his/her professional expertise; and,
  - (e) have given valued service to the profession and/or the University.
- (C) for promotion to Librarian IV a member shall:
- (a) hold a continuing appointment;
  - (b) have a minimum of five years of service as a department head in the Library;
  - (c) have given valued service to the Library;
  - (d) show evidence of sustained professional development; and,
  - (e) show evidence of professional leadership and/or professional scholarship and/or valued service to the University.

19.04.03 A member with a minimum of five years of service as a department head who ceases to be a head as a direct result of Library reorganization shall continue to be eligible for promotion to the rank of Librarian IV.

#### ARTICLE 20: DISCIPLINARY MEASURES

20.01 Discipline of a member shall be only for just cause.

#### ARTICLE 21: GRIEVANCE AND ARBITRATION

21.01 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation, or application of this Agreement.

21.02 All written communications pursuant to the Article shall be by registered mail or receipted delivery.

##### 21.03 Definitions

###### 21.03.01 Grievance

A grievance shall be any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

###### 21.03.02 Types of Grievances

Each formal grievance shall be classified as one of the following and shall not subsequently be reclassified:

- (A) an "individual grievance", which shall be one involving a single member and shall be initiated by the member or by the Association. If the Association initiates an individual grievance, the member concerned must sign the formal grievance. An individual grievance shall not proceed beyond Step III of the grievance procedure without the written consent of the Association;
- (B) a "group grievance", which shall be one involving more than one member and which by virtue of this Article can be presented as an individual grievance. It shall be initiated by the Association and shall name the members involved;
- (C) an "Association grievance", which shall be one arising directly between the Association and the Board concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement; and,
- (D) a "Board grievance", which shall be one arising directly between the Board and the Association.

21.04 The following grievances shall be filed at Step III (21.07.03) of this procedure:

- (A) Association grievances;
- (B) Board grievances; and,
- (C) Individual grievances that involve the dismissal or suspension of a member.

In the above instances, the grieving party shall submit a written grievance to the Director of Personnel within fifteen days of the date on which the event(s) giving rise to the grievance occurred, or within fifteen days of the date upon which the grievor knew or ought to have known of the event(s) giving rise to the grievance. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

##### 21.05 Time Limits

21.05.01 The parties and grievors shall act in accordance with the time limits set out in this Article.

21.05.02 The parties may extend the time limits set forth in this Article by mutual agreement in writing.

21.05.03 Time limits shall be computed by excluding Saturdays, Sundays and official University holidays.



21.06 The contents of Article 1 (Purpose) shall not be made the subject of a grievance.

21.07 Steps of the Grievance and Arbitration Procedure

21.07.01 Step I: Informal Stage

A member should discuss informally a grievance with the Chief Librarian as soon as possible after the date on which the event(s) giving rise to the grievance occurred, or the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. If the grievance is resolved at this stage, the agreed resolution shall, at the discretion of the Chief Librarian and the member, be put in writing and countersigned by the member and the Chief Librarian. The member shall forward a copy of any such signed resolution to the Association. Such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member.

21.07.02 Step II: Formal Stage

If the informal procedure described in 21.07.01 is unsuccessful in resolving the dispute or difference, the grievor may present a formal grievance to the Chief Librarian. A formal grievance shall be in writing signed by the member and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. A formal grievance shall be presented within ten days of the date on which the event(s) giving rise to the grievance occurred or within ten days of the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. No later than five days following the receipt of the formal grievance, the Chief Librarian shall meet with the grievor, who shall have the right to be accompanied and officially represented by an Association representative, and the parties shall make every reasonable effort to resolve the grievance. In the event that a resolution is reached, it shall be immediately put in writing and signed by the Chief Librarian and the grievor. In the event that the Association is not a signatory to the resolution, the Chief Librarian shall send a copy of the resolution to the President of the Association, but such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member. In the event that no resolution is reached, the Chief Librarian shall forward in writing to the grievor and to the President of the Association a statement of his/her position within five days of the date of the meeting specified in 21.07.02.

21.07.03 Step III: Director of Personnel

If the formal procedure described in 21.07.02 is unsuccessful in resolving the dispute or difference which gave rise to the grievance, or if no response has been received within the time limit, or if the grievance is filed pursuant to 21.04, the grieving party shall submit a written grievance to the Director of Personnel within fifteen days from the date of the meeting specified in 21.07.02. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association. The grievance shall be in writing, shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, the remedy sought and, if applicable, shall include a statement as to the reason that the disposition of the grievance offered at Step II was unsatisfactory. The Director of Personnel shall be responsible for seeing that a response in writing is submitted to the grievor and to the Association within twenty days of receipt of the grievance. In the meantime, the Director of Personnel, or the President of the Association in the case of a Board grievance, shall convene a meeting of the parties concerned with the grievance.

21.07.04 Step IV: Arbitration

In the event that the grievance is not resolved at Step III, the Association or the Board shall inform the other party within fifteen days of the receipt of the response of its intent to proceed to Arbitration.

21.08 Arbitration Procedures

21.08.01 Within five days of receipt of the notice of intent to proceed to arbitration described in 21.07.04, the Director of Personnel and a representative of the Association shall meet to establish an arbitration board to hear and decide the grievance.

21.08.02 The following five persons shall serve as arbitrators on a rotating basis:

1. Barton, Professor P.B. (London, Ontario)
2. Chapman, Jack (Winnipeg, Manitoba)
3. Kruger, Dean A.M. (Toronto, Ontario)
4. Simmons, Professor C.G. (Kingston, Ontario)
5. Teplitsky, Martin (Toronto, Ontario)



The foregoing arbitrators shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed six weeks, the next arbitrator on the list shall be selected, and so on until one of the arbitrators is available. If none of the arbitrators on the list is available within the six week period and if the parties do not agree on another arbitrator who is available within six weeks, either party may request the Minister of Labour to appoint an arbitrator. For the next arbitration thereafter the arbitrator whose name appears on the list immediately after that of the last arbitrator selected shall be next in sequence of selection. By mutual agreement, the parties may select a listed arbitrator out of turn, or select an arbitrator not on the list.

- 21.08.03 No person may be appointed an arbitrator who has been involved in an attempt to negotiate or resolve the grievance, or who has been directly involved in the case at any level.
- 21.08.04 The arbitrator shall have the jurisdiction to dispose of a grievance, including whether a grievance is arbitrable, by any arrangement which he/she deems to be just and equitable, but shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.
- 21.08.05 The decision of the arbitrator shall be final and binding upon the parties.
- 21.08.06 The costs of the arbitration hearing shall be shared equally by the parties, but the costs of presenting the case to arbitration shall be borne by the respective parties.
- 21.09 Association Grievance Officers, whose names have been submitted to the Board pursuant to 9.04, shall be entitled to devote a reasonable amount of time to processing grievances so long as there is no interference with the scheduled responsibilities of the Grievance Officer or the member.

#### ARTICLE 22: LAY-OFF

- 22.01 Lay-off of members pursuant to this Article shall occur only in the following exceptional operational circumstances:

- (A) financial stringency in the Library operating budget; or,  
(B) a major and continuing organizational restructuring of the Library operations.

Lay-offs shall occur only to the extent required to alleviate the financial stringency or to accommodate the organizational restructuring. A financial stringency in the Library operating budget may result from (1) a general financial crisis in the University, or (2) the salary and benefits portion of the Library budget for members of the bargaining unit being, in the judgement of the Library Advisory Committee acting pursuant to 22.02 and 22.03, inappropriately large. When such an operational circumstance arises, the procedures described in 22.02 to 22.06 shall be implemented.

- 22.02 When the Board believes that an exceptional operational circumstance as set out in 22.01 exists and that the lay-off of members is therefore required, the President shall establish a three-person Library Advisory Committee. The Library Advisory Committee shall consist of the Chief Librarian, the President of L.U.F.A. or his/her designate, and one member named by the President. The Committee shall establish its own procedures, and shall have access to available information pertinent to the exceptional operational circumstance and deemed relevant by the Committee. The Committee may consult with any person or group of persons from inside and outside the University, and shall consult with the professional librarians.
- 22.03 The Committee shall examine the exceptional operational reasons for and the extent of the problems giving rise to the circumstance. The Committee shall make such detailed recommendations as seem appropriate on both short and long term actions which might be needed, on the number of lay-offs, and on any immediate actions that can be taken that do not involve the lay-off of members. It shall comment upon the extent and nature of the potential impact, if any, of the recommendations on the academic programs of the University. The Committee shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the President, and a copy shall be given to the Association, within twenty days of the date on which its establishment was announced by the President. The Association shall have fifteen days in which to provide the President with comments on the Committee's report.
- 22.04 After due consideration of the final report of the Committee, the President shall make his/her final recommendations to the Board, including the lay-off of members. The President may alter or reject the final recommendations of the Library Advisory Committee for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The



President's report shall include copies of the Committee's report. Following receipt of the President's report, the Board may lay-off one or more members.

22.05

Lay-off of members for an exceptional operational circumstance shall not occur until all reasonable alternative means of making the necessary reduction (including early retirement, partial leaves) have been considered and implemented as far as is reasonably practicable.

22.06

Any time limits in this Article may be extended up to a maximum of one month with the written agreement of the parties, and such agreement shall not be unreasonably withheld or requested by either party. In the event the Association fails to do any action or to submit any comment within the time limits set out in this Article, the Board shall have the right to proceed without such action or comment.

22.07

The Board shall have the right to make appointments to the academic, administrative, or support staffs in the period of time from the date the President announces the appointment of the Library Advisory Committee until the Board has determined what action will be taken on the recommendations made by the President pursuant to 22.04. When making an appointment during this period, the Board shall invite applications from members before advertising externally, and shall give preference, subject to subsisting collective agreements, to such a member who applies and who is or can reasonably become qualified to meet the requirements of the vacant position. No appointment(s) of professional librarians shall be made in the Library during this period of time.

22.08

For the purposes of this Article, a reasonable period of time for a member to become qualified to fill a position outside the bargaining unit shall be no more than three months.

22.09

Members shall be laid off in reverse order of date of hire within the following sequence:

- (A) first, members on part-time appointment;
- (B) second, members on limited term appointment;
- (C) third, members on probationary appointment; and,
- (D) fourth, members on continuing appointment in rank sequence, i.e. commencing with Librarian I.

22.10

For purposes of this Article, date of hire is established by the date upon which current uninterrupted employment commenced in a position with librarian rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If two or more

members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid off prior to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.

22.11

Members being laid off shall be given written notice as follows:

- (A) members on part-time appointment shall be given notice in accordance with the Employment Standards Act;
- (B) members on limited term appointment shall be given one month's notice; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the one month's notice;
- (C) members on probationary appointment shall be given two months' notice; and,
- (D) members holding continuing appointments shall be given four months' notice.

22.12

At the Board's discretion, members being laid off may be given payment in lieu of notice.

22.13

Members with continuing appointments who are at least forty years of age, who have at least six years of current continuous full-time service with the University, and for whom the sum of their age plus their years of service is at least fifty-five shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.

22.14

The President shall notify in writing each member who is being laid off and shall state the reason for the lay-off pursuant to this Article.

22.15

Laid-off members shall retain their recall rights as provided for in 22.16 and shall receive written notice of all vacancies being filled in the Library, except those covered by subsisting collective agreements, within that period, such notice to be mailed to the member's last known address. The member is responsible for keeping the University informed of his/her current address.

22.16

A laid-off member shall have the right of first refusal following the date of lay-off for any vacancy in the bargaining unit or in the position of Circulation Supervisor for the following periods, as appropriate:

- (A) probationary member, for a period of one year;
- (B) continuing members with less than ten years of service, two years; and,
- (C) continuing members with ten years or more of service, four years.



- 22.17 The order of right to recall shall be the reverse of the order of lay-off.
- 22.18 A laid-off member shall have two weeks from the date the offer of re-employment is made, as provided for in 22.15 and 22.16, to indicate acceptance thereof, and shall have up to two months from the date the offer is made to take up the position.
- 22.19 Any member who rejects an offer of a position in the bargaining unit made pursuant to this Article or who fails to respond within the two weeks provided for in 22.18 or who informs the University that he/she is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 22.20 A member who, pursuant to 22.07,.08, accepts employment in the University in an area other than the Library shall retain the full right of first refusal for any position in the bargaining unit.
- 22.21 While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such a member who is not employed on a full-time basis elsewhere may elect to continue coverage in the insured benefit plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.
- 22.22 All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.
- 22.23 If recalled, laid-off members shall retain seniority, appointment status, and rank rights as at the time of lay-off.
- 22.24 Lay-off shall not be treated, described, or recorded as dismissal for cause.

ARTICLE 23: RETIREMENT, RESIGNATION, AND CLEARANCE UPON TERMINATION

23.01 Retirement

The retirement date for a member shall be the 30 June nearest to his/her 65th birthday. The Board at its discretion may agree to postpone a member's retirement on a year-by-year basis.

23.02 Early Retirement

A member who has not attained his/her 55th birthday may apply for early retirement by giving six months' notice in writing to the Chief Librarian. Early retirement in such cases shall be granted at the discretion of the Board. A member who is at least 55 years of age may elect to retire early, but must give six months' notice in writing to the Chief Librarian. The effective date of such retirement shall be 30 June.

23.03 Resignation

A member who is a department head may resign effective the end of any month by giving two months' written notice to the Chief Librarian. Other members may resign effective the end of any month by giving one month's written notice to the Chief Librarian. A member who has given notice of resignation shall not be entitled to any leave beyond the effective date of his/her resignation. Requirements with respect to the effective date of the resignation and/or length of notice may be waived by mutual agreement between the member and the Board.

23.04 Clearance Upon Termination

Upon termination of employment the member's final salary payment shall be made on the last day of the month concerned or as soon thereafter as all financial and material obligations of the member to the University are fulfilled. Such obligations include: return of keys, library books, audio/visual and other equipment; reimbursement for goods and services; submission of travel expense reports and the reimbursement of outstanding travel advance balances; and, fulfillment of all contractual obligations to the Board pursuant to this Agreement and/or any other contract which exists between the member and the Board.

ARTICLE 24: SALARIES

24.01 Regular Salary

- 24.01.01 Regular Salary is the annual salary rate of a member engaged in full-time employment with the University excluding any stipends and/or payments for overtime work. The salary of a member who is on Leave pursuant to Article 26 shall be pro-rated on the basis of his/her Regular Salary.
- 24.01.02 Regular Salaries shall be adjusted annually, and the adjusted Salaries shall take effect as of 1 July. Salary adjustments for individual members shall include some or all of the following components:



- (A) a scale increment;
- (B) a career development increment;
- (C) a merit increment; and,
- (D) an anomaly adjustment.

24.01.03

The scale increment shall be a percentage increase applied to the salary floor of each rank and to the Regular Salaries of all members within the rank.

24.01.04

A career development increment (CDI) shall be awarded annually for satisfactory performance of a member's responsibilities. One-half or all of a CDI may be withheld if a member's performance of his/her responsibilities has been unsatisfactory. The first withholding shall be for one-half of the CDI. Any decision to withhold one-half or one CDI shall be a reflection of real concern about the performance and professional development of the member concerned and shall constitute disciplinary action.

The decision to withhold one-half or one CDI shall be made after consultation with the member's department head, unless the head is the member concerned.

The member shall be advised in writing of the reason for the withholding. The Association shall be advised in writing of the number of members who have had one-half or one CDI withheld.

24.01.05

A merit increment may be awarded for exceptional performance in professional service, research or other scholarly activities, or outstanding involvement in Library or University affairs. Consideration for a merit increment may be initiated by the member, by the member's department head, or by the Chief Librarian. A merit increment shall be in the form of one-half or one additional Career Development Increment to be included in the member's Regular Salary. The dollar amount of the merit fund to be awarded each year shall not exceed the value of the Career Development Increment for Librarians III and IV as specified in 24.02.02, and shall be included in the salary component of each year's contract. The decision to award merit increments shall be made by the Chief Librarian after consultation with each department head. The member shall be advised in writing of the award of a merit increment and of the reason for the award, and the Association shall be advised in writing of the members receiving merit increments and the reason for each award.

A merit increment is available only to members who hold continuing appointments, and no member is eligible to receive a merit increment in two successive years.

24.01.06

Individual salaries which are anomalously low with respect to salaries paid to members with comparable qualifications, responsibilities, experience and rank shall be corrected by an anomaly adjustment. The amount allocated for such adjustments shall be equal to or multiples of \$500 added to the member's Regular Salary. Discrepancies between salaries that are the result of the normal functioning of salary policy, e.g. withheld increments, award or non-award of merit increments, leaves without pay, promotions, and the like, shall not be considered anomalous.

Consideration for anomaly adjustments to salary may be initiated by the member or by the Chief Librarian. The decision to make anomaly adjustments shall be made after consultation with the member's Head unless the Head is the member concerned. The member shall be advised in writing of an anomaly adjustment, and the Association shall be advised in writing of the members receiving anomaly adjustments.

24.01.07

When a member is promoted pursuant to Article 19, or when a member is promoted to Librarian III pursuant to 17.07.03 and has successfully completed his/her trial period, he/she shall receive a salary adjustment which is the greater of:

- (A) the amount required to raise the salary to the floor of the new rank; or,
- (B) an amount equal to the Career Development Increment appropriate for the member's former rank.

24.01.08

For each rank there shall be a minimum and a maximum salary, and no member shall be paid less than the minimum nor more than the maximum.

24.01.09

#### Stipends for Acting Appointments

A member who is formally assigned a temporary position which involves administrative responsibilities greater than he/she normally undertakes and which continues for more than twenty consecutive days shall receive a stipend for the period in excess of twenty days based on the following rates:

- (A) for serving as acting department head, \$315 per month; and,
- (B) for serving as Acting Chief Librarian, \$525 per month.

24.02

#### 1984/85 Salary Adjustments for Members on Staff as of 30 June 1984 Who Remain on Staff as of the Date of Signing of the Agreement

24.02.01

The scale increment shall be 2.0%.



- 24.02.02 The Career Development Increment shall be:
- (A) for Librarians III and IV ..... \$985
  - (B) for Librarians I and II ..... \$725
- 24.02.03 No funds shall be distributed for merit pursuant to 24.01.05.
- 24.02.04 An anomaly fund of \$0.00 shall be established for distribution pursuant to 24.01.06.
- 24.02.05 The 1984/85 minima and maxima shall be:
- (A) Librarian I ..... \$19,700 - \$21,580
  - (B) Librarian II ..... \$21,580 - \$31,485
  - (C) Librarian III ..... \$25,865 - \$39,465
  - (D) Librarian IV ..... \$30,790 - \$46,215
- 24.02.06 The hourly rates for members employed on a part-time basis pursuant to 13.02 shall be:
- (A) Librarian I ..... \$10.80
  - (B) Librarian II ..... \$11.85
  - (C) Librarian III ..... \$14.20

#### ARTICLE 25: EMPLOYMENT BENEFITS

##### 25.01 Insurance and Pension

- 25.01.01 As a condition of employment, each full-time member, unless specifically exempted by legislation or regulation, shall enroll and participate in:
- (A) the Ontario Health Insurance Plan (O.H.I.P.);
  - (B) the University Supplemental Group Medical Benefits Plan;
  - (C) the University Group Life Insurance Plan;
  - (D) the University Long Term Disability Insurance Plan; and,
  - (E) the University Pension Plan.
- 25.01.02 The Board shall pay one hundred per cent of the applicable premium costs for a member's coverage under the plans specified in 25.01.01 (A), (B), and (C), and the member shall pay one hundred per cent of the applicable premium costs for his/her coverage under 25.01.01 (D).
- 25.01.03 The Board shall contribute to the integrated University Pension and Canada Pension Plan an amount which is at least equal to the total of the required contributions made each year by all members.

- 25.01.04 The Board shall provide under separate cover (a booklet entitled "Your Group Insurance Plan" for Professional and Administrative Staff) a brief summary of the principal features of the current plans referred to in 25.01.01 (B), (C), (D), and (E).
- 25.01.05 Members shall be notified in writing of any non-trivial amendments to the current plans referred to in 25.01.01 (B), (C), (D), and/or (E).
- 25.01.06 In the event that any of the foregoing health and medical plans for any reason becomes unavailable or is discontinued, the Board shall continue to contribute toward the premium for any health or medical plans substituted therefor sums of money equivalent to those being paid at the date of such unavailability or discontinuance.
- 25.02 Statutory Holidays
- 25.02.01 The University recognizes the following as paid holidays: New Year's Day; Good Friday; Easter Monday; Commonwealth Day; Dominion Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and, three days in conjunction with the Christmas Holiday period as designated by the University.
- 25.03 Vacations
- 25.03.01 Each member earns vacation entitlement at the rate of 1 2/3 days per full month worked (20 days per year).
- 25.03.02 The member will be paid during the vacation periods but there shall be no remuneration in lieu of vacation in the event that the member selects not to take his/her vacation entitlement.
- 25.03.03 Vacation entitlement may be accumulated to a maximum of thirty days.
- 25.03.04 A member may use his/her vacation entitlement at any time during the year provided that he/she gives reasonable notice to the Chief Librarian and such vacation does not unduly interfere with the normal functions of the Library or the member's normal duties.
- 25.03.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death in which case the value of such entitlement will be paid on a pro-rated basis of unused credits for the current year.



25.04 Moving Expenses

25.04.01 The Board shall continue its policy on Moving and Travel Allowances for Newly-Appointed Faculty and Staff Members, which is designed to assist full-time members with the payment of necessary moving and travel expenses incurred in their relocation to Thunder Bay.

25.04.02 Copies of the policy, which describes the acceptable types of expenses and allowable maxima, are available from the Personnel Department upon request.

25.05 Waiver of Tuition

25.05.01 It is the policy of the Board to assist full-time members in meeting educational expenses for full-time members, their spouses and dependents attending Lakehead University.

25.05.02 A full-time member, his/her dependent as defined by the Canada Income Tax Act and declared on the member's TD-1 Form, or the spouse of a member with a full-time appointment, who enrolls in a regularly-scheduled University course for academic credit will have one hundred percent of the applicable tuition fee waived, but will be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course.

25.05.03 In order to obtain a waiver of tuition fees a full-time member must complete the appropriate application form and obtain authorization from the Chief Librarian.

25.05.04 Waiver of tuition is available only once for any particular course. When a course is repeated, the full tuition shall be payable by the member, spouse, or dependent.

25.05.05 A spouse and/or dependent of a member who dies will continue to be eligible for the waiver of tuition benefit until he/she has completed the course(s) in which he/she is enrolled.

25.06 Memberships and Subscriptions

25.06.01 The Board shall provide each member who has a full-time appointment with an annual allowance of \$50.00 to assist in defraying the costs of memberships in professional and/or learned societies and of subscriptions to professional journals.

25.07 Voluntary Dental Insurance

25.07.01 The Board agrees, if requested by the Association, to

administer the deduction from members' monthly payroll cheques of a standard payment to cover the premium cost of a voluntary dental plan. The premium structure shall not require deductions which are incompatible with the Board's payroll system.

ARTICLE 26: LEAVES OF ABSENCE

26.01 Study Leave

26.01.01 A Study Leave with pay is granted to enable the member to pursue a program of study of benefit to the member and in order to meet specific needs of the University. The Board may request that a member apply for Study Leave.

26.01.02 A member with a continuing appointment who has three years service in the University, or who is requested by the Board to apply for Study Leave, shall be eligible for Study Leave. Additional criteria include the member's professional performance while at the University and the ability of the Library to make satisfactory arrangements to cover the member's absence.

26.01.03 A member seeking Study Leave shall submit a written application to the Chief Librarian six months prior to the proposed leave. The application shall include the following information:

- (A) the period of the leave;
- (B) a statement of the proposed program of study and of its professional value to the member and to the University; and,
- (C) the way in which the member's accomplishments will be reported to the Chief Librarian.

26.01.04 Four months prior to the proposed leave, the applicant shall be notified in writing whether the Study Leave has been approved and shall be advised of the reasons for non-approval of such an application. A successful applicant may cancel the Leave by notifying the Chief Librarian in writing no later than three months prior to the proposed Leave, after which a requested cancellation by the member may be granted at the discretion of the Board.

26.01.05 Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the Leave.

26.01.06 A member on Study Leave shall receive 12.5% of his/her Regular Salary for each year of service in the University uninterrupted by a Study Leave, to a maximum of 75% of



his/her Regular Salary. Time spent on any other type of leave with a period of more than six months, including Long-Term Disability Leave, shall not count toward the eligibility requirement of three years, nor toward years of service for the purpose of determining salary while on Study Leave.

26.01.07 A member on Study Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs of such plans.

26.01.08 At the member's option, the University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary while on Study Leave. If normal pension contributions are continued, the period of the Leave shall be included as credited service in determining University Pension benefits.

26.01.09 A member on Study Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.

26.01.10 Members on Study Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.

26.01.11 Immediately following completion of Study Leave, a member shall be required to return to the University for six months if the Leave was less than four months duration and for one year if the Leave was four months or more in duration. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 26.01.06, 26.01.07, and 26.01.08.

26.01.12 The Board shall inform the Association of the names of members granted Study Leave, the purpose of the Leave, and the duration of the Leave.

26.01.13 The time periods set out in Articles 26.01.03 and 26.01.04 may be shortened at the discretion of the Chief Librarian.

#### 26.02 Professional Development Leave

26.02.01 Professional Development Leave with the payment of salary, benefits and of agreed expenses shall be granted at the discretion of the Chief Librarian to members attending courses, conferences, meetings, seminars, workshops,

learned societies and the study of operating systems and services at other libraries and institutions. Members shall apply in writing to the Chief Librarian.

#### 26.03 Leave of Absence Without Pay

26.03.01 Leave of Absence Without Pay may be granted to a member with a continuing appointment for a period of time mutually agreeable to the Board and the member.

26.03.02 Leave of Absence Without Pay may be granted for the following reasons:

- (A) professional activities intended to improve the member's qualifications and thereby enhance his/her value to the University;
- (B) to provide professional service on a full-time basis to a governmental or other outside agency; or,
- (C) for other good and sufficient purpose.

26.03.03 If the member's application for Leave of Absence Without Pay satisfies the requirements of 26.03.02 and if the member's performance while at the University has been satisfactory, the granting of such Leave shall be subject to the provision that the Chief Librarian can make satisfactory arrangements, which may include the appointment of a replacement, to cover the member's responsibilities to the University.

26.03.04 A member desiring Leave of Absence Without Pay shall apply in writing to the Chief Librarian with a copy to the Department Head, where applicable, stating the purpose and duration of the Leave. The application should be submitted at least six months prior to the commencement date of the Leave. Within three months of the date of receipt of the member's application for Leave of Absence Without Pay, he/she shall be notified in writing whether his/her request will be granted, or alternatively, of the status of the consideration being given to the application. Consideration will be given to a request by an applicant who has been given a Leave of Absence Without Pay to forego or alter the dates of such a Leave, but the arrangements made to cover the member's responsibilities to the University may preclude the granting of such a request.

26.03.05 If a Leave of Absence Without Pay does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions toward the benefit programs in which the member is participating pursuant to this Agreement. If such Leave of Absence Without Pay exceeds thirty-one calendar days, the member shall be entitled



but not required to maintain membership in the benefit programs in which he/she was enrolled immediately prior to such Leave of Absence Without Pay, provided that the benefit programs so permit and that the member pays the total cost involved.

26.03.06

A member taking Leave of Absence Without Pay for the reasons listed under 26.03.02 (A) and (B) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, and shall be eligible for Career Development Increments awarded during the period of the Leave.

A member taking Leave of Absence Without Pay under 26.03.02 (C) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible, unless otherwise agreed to in advance by the Board, for Career Development Increments awarded during the period of the Leave.

26.03.07

While on Leave of Absence Without Pay, the member is responsible for the payment of his/her union dues directly to the Association.

26.04

#### Other Leaves

26.04.01

#### Maternity/Paternity/Adoption Leave

- (A) A member who becomes pregnant shall notify her Department Head, where applicable, and the Chief Librarian, of the pregnancy at least three months prior to the expected date of delivery. Members are entitled to seventeen weeks Maternity Leave, which may commence at any time during the eleven weeks prior to the expected date of delivery and which shall continue at least six weeks after the date of actual delivery unless the member provides the Chief Librarian with a certificate from a qualified physician stating that her health will permit her to perform her usual duties. Maternity Leave shall be taken without pay.
- (B) A member is entitled to three days paid leave at the time of receiving an adopted child.
- (C) A male member is entitled to three days paid leave at the time of the birth of his child.
- (D) A member taking Paternity or Adoption Leave shall give the Chief Librarian as much advance notice as possible of the taking of the Leave and shall be responsible for arrangements to cover his/her absence. A member shall confirm in writing to the Chief

Librarian the duration and reason for such Leave upon his/her return to the Library.

- (E) A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for Paternity or Adoption Leave.
- (F) The Chief Librarian may authorize unpaid extensions to Maternity/Paternity/Adoption Leaves.

26.04.02

#### Jury and Witness Leave

A member who is called for jury duty, or is compelled by subpoena to attend as a witness before any body in Canada except in cases involving personal litigation, shall be granted a Leave of Absence with Pay. The member shall inform the Chief Librarian and Department Head, where applicable, as soon as possible after receiving notification of being called, and shall supply the Chief Librarian with a copy of the summons. The member shall co-operate in making alternate arrangements to meet his/her professional responsibilities. The member shall remit to the University all compensation received for service as a juror or witness, other than amounts received for traveling and/or living expenses.

26.04.03

#### Compassionate Leave

A member is eligible for a Leave of Absence with Pay for up to three days in a case of grave illness or bereavement in his/her family. An additional two days of paid Leave may be granted by the Chief Librarian in cases of demonstrated need. The member shall notify the Chief Librarian when Compassionate Leave is required, and shall confirm in writing to the Chief Librarian the duration and reason for such Leave upon his/her return to the Library. A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for Compassionate Leave.

26.04.04

#### Sick Leave

In the event of an illness or accident which causes a member who is a full-time employee to be unable to perform his/her regular duties, the Board shall continue payment of Regular Salary and fringe benefits to the extent of one month's salary for each year of past service, to a maximum of four months. Partial years of service will entitle the member to Sick Leave pay on a pro rata basis. The available total of Sick Leave months will equal the member's years of service less Sick Leave already taken. Unused Sick Leave entitlement is not cashable at any time. Any Workmen's Compensation benefits or similar disability income benefits derived from a governmental or University plan which the member receives while on Sick



Leave shall be remitted to the Board. While on Sick Leave, the member may be required to undergo medical examinations by doctors appointed and paid by the Board in order to continue on Sick Leave and/or to return to work. A member who is absent from work due to illness shall notify the Chief Librarian as soon as possible of such absence and upon returning to work, shall notify the Chief Librarian and Department Head in writing of the duration of such absence.

26.04.05

#### Disability Leave

A member who is totally disabled shall be placed on Disability Leave when he/she qualifies for benefits under the University's Long-Term Disability Insurance Plan. During the first twenty-four months of such Disability Leave while he/she continues to receive L.T.D. benefits, the member shall retain the right to resume his/her normal duties and shall continue to participate in benefit programs provided the benefit programs so permit.

After twenty-four months of such Disability Leave the member shall lose the right to resume his/her normal duties. During the subsequent twenty-four months the Board shall give preference in filling University positions to a member on Disability Leave who ceases to be totally disabled, and who applies for and is reasonably qualified to meet the requirements of the vacant position.

26.04.06

#### Partial Leave

A member may apply for a Partial Leave with reduced workload and pro-rated salary and benefits. The terms of the Partial Leave, including the details of the reduced workload and pro-rated salary and benefits, shall be arranged and agreed to by the member, his/her Department Head, where applicable, and the Chief Librarian, and require the written authorization of the Director of Personnel. A request for Partial Leave which would result in a workload of less than twenty-one hours per week normally shall not be considered. Normally a Partial Leave shall be for a period of not less than four months. While on Partial Leave the member shall retain membership in the bargaining unit and shall continue to enjoy all other rights and benefits of employment, including salary increments, on a pro rata basis where applicable.

26.04.07

#### Political Leave

A member on continuing appointment shall be granted Political Leave for the purpose of seeking election to a municipal, provincial or federal office. As far in

advance as possible the member shall submit to the Chief Librarian a written request for either a partial or full-time leave from his/her professional and other scheduled responsibilities. The granting of such Leave shall be subject only to the provision that the Chief Librarian can make satisfactory arrangements to cover the member's responsibilities to the University. Full-time Political Leave in order to seek election is granted without pay. The provisions of clause 26.04.06 will apply in the case of a Partial Leave granted for such purpose. A member on a continuing appointment elected to the Parliament of Canada, the Legislature of Ontario, or the Mayoralty of Thunder Bay shall be required to take Political Leave without pay, to a maximum of six years. At the expiration of the sixth year, or earlier if the member ceases to hold office, he/she shall either resign or be deemed to have resigned from his/her University position, unless he/she returns to full-time service with the University, but he/she may be granted additional Political Leave without pay at the discretion of the Board. If a Political Leave does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Political Leave exceeds thirty-one calendar days, the member shall not be entitled to maintain membership in these benefit programs; the member shall have the right to make voluntary contributions to the University Pension Plan, subject to the terms of the Plan.

A member taking Political Leave shall retain his/her rank and on returning to full-time service with the University shall receive the salary he/she received at the time of beginning the Leave, plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible for Career Development Increments paid during the period of the Leave. If the Political Leave exceeds thirty-one calendar days, the returning member may not be assigned the same duties or position, nor be assigned to the same department, as applied prior to the Leave.

#### ARTICLE 27: DURATION

- 27.01 This Agreement comes into effect on the date of signing, and expires on 30 June 1985 subject to 27.03.
- 27.02 This Agreement shall renew from year to year unless either party, within the period of eighty days and forty days prior to the expiry date of this Agreement, gives notice in writing to the other party of its desire to bargain to revise the

Agreement. Within ten days of the notice, or such further time as the parties may agree upon, the parties shall meet and commence to bargain collectively.

- 27.03 This Agreement shall remain in full force and effect until a new agreement has been reached or until the conciliation process prescribed under the Ontario Labour Relations Act has been completed and a legal strike or lock-out is declared.

ARTICLE 28: NO STRIKES OR LOCKOUTS

- 28.01 During the term of this Agreement, there shall be no strikes (as defined by the Ontario Labour Relations Act, R.S.O. 1970) by members of the bargaining unit, and there shall be no lockouts of members by the Board.

BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

AND


LAKEHEAD UNIVERSITY FACULTY ASSOCIATION, UNIT #2

LETTER OF UNDERSTANDING

DECEMBER 20, 1984

PART-TIME EMPLOYMENT

This letter will confirm the Board's agreement to refer the matter of the appropriate use of part-time professional librarians to a Special Employment Committee to which the Board and the Association shall each appoint two members.

  
E.G. WALSH




THIS COLLECTIVE AGREEMENT


SIGNED AT THUNDER BAY

this 4th. day of the month of February 19 85 .

for the BOARD OF GOVERNORS  
OF LAKEHEAD UNIVERSITY


for LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION, UNIT #2

  
G. Sydney Halter, Chairman

  
W.T. Melnyk, President

  
R.G. Rosehart, President

  
I. Scott, Chief Negotiator

  
E.G. Walsh, Director of Personnel  
and General Services

  
S. Boneca, Member,  
Negotiating Committee

  
M. Clinton, Member,  
Negotiating Committee

  
A.E. Deighton, Member,  
Negotiating Committee

  
K.L. Clarke, Member,  
Negotiating Committee

# ALPHABETICAL LISTING

NOTE: The following listing is provided only for the convenience of the reader. It does not constitute any part of the Agreement, it does not purport to be a complete or comprehensive listing of all matters covered by the Agreement, and it should not be construed to affect the meaning of any portion of the Agreement.

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