

SUMMARY OF 2015-2019 UWOFA-LA AGREEMENT

PART A. HIGHLIGHTS

APPENDIX D, DEFINITIONS, LU UNITS, LU REASSIGNMENT CONTINGENCY

- *Appendix D Definition of "Unit"* is deleted, and reference to it in *Definitions* Article is removed
- *New LU Units* gives listing of Units, and also provides for consultation process when the Employer proposes creation of new Unit(s) and/or closure of existing Unit(s)
- *LU Units* states provisions of *Reassignment* apply when Unit(s) closed
- Another new document (*LU Reassignment Contingency*) provides for offers of retirement incentives when Unit(s) closed

COMPENSATION AND BENEFITS: SALARIES

- Scale:
 - o Year 1: 1.0%, Year 2: 1.0%, Year 3: 1.0%, Year 4: 1.0%
- Lump Sum to Base:
 - o Year 1: \$1000, Year 2: \$1000, Year 3: \$1000, Year 4: \$1000
- Career Trajectory Fund: \$40,000 in each of Years 2 and 4 (see below for details)
- Performance-Linked Career Progress (PLCP):
 - o Break Points increase by 1% over previous year, starting in Year 1
 - o Salary Point values increase by 2% over previous year, starting in Year 1

Year	Scale	Lump Sum	Career Trajectory	Other*	Total
2015-16	1.00%	1.24%		0.43%	2.67%
2016-17	1.00%	1.19%	0.97%	0.06%	3.22%
2017-18	1.00%	1.14%		0.05%	2.19%
2018-19	1.00%	1.10%	0.90%	0.10%	3.10%
Total	4.06%	4.75%	1.88%	0.64%	11.65%

Table 1: Increases to Full-Time Base Salary. *Other = Library Directors and Department Heads in 2015-16 plus PLCP Enhancement (i.e. increase to “merit pay” that is in excess of scale increase) in all years.

Year	All Increases to Base	Remove PLCP Enhancement	Add Career Progress	Total
2014-15	2.67%	(0.04%)	1.79%	4.42%
2015-16	3.22%	(0.06%)	1.71%	4.87%
2016-17	2.19%	(0.05%)	1.60%	3.74%
2017-18	3.10%	(0.10%)	1.55%	4.55%
Total	11.65%	(0.25%)	6.82%	18.77%
Average Annual	2.79%		1.66%	4.39%

Table 2: Total Salary Increases for Full-Time Members, including PLCP.

COMPENSATION AND BENEFITS: BENEFITS

- Benefits to move to faculty plan
- Beginning in 2017, flexible benefit credits: \$1200 to be allocated freely, in \$100 increments, to the PER, the HCSA or a taxable Wellness Account (default if no election made, all to PER)

COMPENSATION AND BENEFITS: PENSION

- For Full-Time Members with 20 years or more of Full-Time service who are contributing 5.5% of Pensionable Earnings, Employer contribution increases to 9.0%
- Members may elect at any time to increase their contribution from 1.5% to 5.5% (irrevocable election).

ANNUAL REPORT AND REVIEW

- Annual Report deadline closer to end of review period
- Supervisor's Assessment
- Working Group to develop improved document formats

PROMOTION AND CONTINUING APPOINTMENT

- Promotion to Associate Rank tied to granting of Continuing Appointment, but only for Members appointed following ratification of this Collective Agreement
- Transition provisions exempt current Members from consequences of above change

WORKLOAD

- Annual planning processes taken out of the Collective Agreement
- *LU Annual Planning Process* guarantees Member involvement in planning

SUMMARY OF 2015-2019 UWOFA-LA AGREEMENT

PART B. ALL CHANGES

DEFINITIONS

- Revision of definition of "Academic Colleague" (alignment with Faculty Collective Agreement)
- Housekeeping change clarifying interpretation of deadlines (alignment with Faculty Collective Agreement)
- Unit no longer defined as in the listing in *Appendix D Definition of "Unit"*, but rather "a library, department or other operational division established within Western Libraries, or within a Faculty."

ACADEMIC FRAUD AND MISCONDUCT

- Alignment with Faculty Collective Agreement
- Incorporation of *MAPP 7.0 Policy on Academic Integrity in Research Activities*, and its definitions of research misconduct
- Joint Committee to be advised of any changes to policy; changes to policy be incorporated into Collective Agreement only by agreement of the parties

ANNUAL REPORT AND REVIEW

- Clarification of the purpose of the ARR process, in alignment with the Faculty Collective Agreement *Annual Performance Evaluation* provisions
 - o Removal of "to provide feedback on plans for the coming year"
 - o Addition of "provide for formative support and mentoring"; "provide a basis for salary increments linked to performance for Full-Time Members"
- Clarification of circumstances in which a Member is not required to submit an Annual Report (alignment with FCA): e.g. on certain kinds of Leave
- Clarification of deemed Workload for Member on Leave during review period
- Stipulation (alignment with FCA) that Member not penalized in ARR assessment for taking sick leave or accommodation
- Opportunity to submit a (revised) Annual Report within 5 working days if a sufficient Annual Report is not submitted by the deadline (alignment with FCA)
- Some modifications to information to be included in Annual Report, including clarification of when reference is made to years preceding the year under review
- Opportunity to improve ARR process by means of *LU Annual Report and Review Document Formats* (see below)
- Changes to the timeline and steps in the process:
 - o Deadlines for the work of the Annual Review Committee, when Association or Employer requests review of criteria and supporting evidence (beginning with request for review to be made by June 1)
 - o Submission of the Annual Report by November 15
 - o Supervisor prepares one-page agenda for Annual Review Meeting with Member by January 5
 - o Member has 10 days to respond to agenda and may add topics
 - o By January 15, Member, or Chief Librarian, Dean or designate may make request for Chief Librarian, Dean or designate to attend Annual Review Meeting with Supervisor for Member with Continuing Appointment (Chief

- Librarian, Dean or designate still attends Annual Review Meeting for all Members with Probationary Appointment)
- Annual Review Meeting takes place by March 15
 - Supervisor's Assessment prepared and submitted to Chief Librarian or Dean by April 30
 - Chief Librarian, Dean or designate categorizes performance and sends final signed Annual Review Report to Member, with Supervisor's Assessment, by May 31

APPOINTMENTS

- Qualifications for Archivist Members revised with addition of Master's degree "combined with relevant experience as an Archivist, or a PhD degree in archival studies, or equivalent degree"
- Continuing Appointment defined as permanent full-time Appointment at Rank of Associate or above (see *Promotion and Continuing Appointment*)
- Probationary period at General level counts toward total probationary period
- Clarification of language on requesting early consideration for Promotion and Continuing Appointment
- Language on temporary transfers:
 - Members get first consideration for such Term Appointments
 - Where possible, equivalent position to which Member returns at end of temporary transfer is agreed upon at time of temporary transfer; otherwise return to another position assigned by Chief Librarian or Dean after consultation with the Member
- Language on secondments:
 - Same terms as in temporary transfers for return following secondment
- Vacancies resulting from temporary transfers and secondments to be "filled in a timely manner", "[w]here feasible and reasonable"
- Removal of requirement for Librarian on Appointments Committee from a Unit not part of Western Libraries
- Clarification of language on replacements and alternates on Appointments Committee
- If Appointments Committee decides by majority vote to construct a Search Committee, such a Search Committee (chaired by a Member from the Appointments Committee, with two additional Members appointed by the Appointments Committee and the immediate supervisor of the position) shall assist with the search process; responsibility to recommend a candidate to the Employer remains with Appointments Committee
- Clarification of language on internal and external posting of positions, with no substantive changes to practice
- Small revisions to language on the Appointments process

ASSOCIATION DUES

- Clarification that dues calculation is based is T4 income.

ASSOCIATION RIGHTS

- Language stating that release time provided for officers and/or representatives of the Association is .3 of a full-time equivalent for each year of the CA, and may be used at any time during the life of the agreement
- Alignment with Faculty Collective Agreement for the period of relief time provided for Chief Negotiator
- Increase in amount of relief time Association may purchase: up to .5 full-time equivalent per year, used over life of agreement, "subject to operational requirements"
- Revision of deadline for Association to notify Employer of the name of the Chief Negotiator (November 1 in the year prior to start of negotiations)
- Language on Alternative Workload entitlement following period of major Service to Association

COMPENSATION AND BENEFITS

- See Highlights section for salary increase calculations
- Scale:
 - o Year 1: 1.0%, Year 2: 1.0%, Year 3: 1.0%, Year 4: 1.0%
- Lump Sum to Base:
 - o Year 1: \$1000, Year 2: \$1000, Year 3: \$1000, Year 4: \$1000
- Floors increase by scale (1%) each year plus \$750 added to floor in Year 1
- Career Trajectory Fund: \$40,000 in each of Years 2 and 4:
 - o Administered by a joint Career Trajectory Committee
 - o Adjustments only to Members with minimum 2.00 PAI; maximum adjustment per Member per year of \$3000
 - o 2016-17: adjustments to Members with anomalously low salaries relative to experience and accomplishment
 - o 2018-19: adjustments to Members with anomalously low salaries for career stage compared to similar Librarians and Archivists at comparator institutions
- Performance-Linked Career Progress (PLCP):
 - o Break Points increase by 1% over previous year, starting in Year 1
 - o Salary Point values increase by 2% over previous year, starting in Year 1
- Benefits move to faculty plan:
 - o Restorative dental services now includes dental implants up to reimbursable amount for a comparable bridge treatment
 - o Includes dental coverage for accidental injury to artificial teeth or bridgework (previously only natural teeth were covered)
 - o Higher maximum benefit for Long Term Disability Coverage for those earning > \$85,714, with small loss of coverage for those earning between \$80,000 and \$85,714. Maximum monthly benefit increased from \$5,000 to \$6,834
 - o Reduced trip duration for L/A retired Members out of country coverage from 180 to 60 days.

- Beginning in 2017, flexible benefit credits: \$1200 to be allocated freely, by annual election, in \$100 increments, to the PER, the HCSA or a taxable Wellness Account (default if no election made, all to PER)
- Pension: For Full-Time Members with 20 years or more of Full-Time service who are contributing 5.5% of Pensionable Earnings, Employer contribution increases to 9.0%
- Pension: Members may elect at any time to increase their contribution from 1.5% to 5.5% (irrevocable election)
- Language on receiving portion of salary as Moving Expense Reimbursement or Research Grant, process, entitlement, and liability in the event of adverse Canada Revenue Agency assessment (FCA alignment)

DISCIPLINE

- Alignment with Faculty Collective Agreement
- Timeline for reviewing facts in an allegation, prior to launching investigation

DISCRIMINATION AND HARASSMENT

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

EDUCATION LEAVE

- Increase to 85% of salary for entire period of Leave (from 75% of salary for first 6 months and 50% for subsequent portion).
- Eligibility to receive part of salary as Moving Expense Reimbursement and/or Research Grant (Alignment with Faculty Collective Agreement)

EMPLOYMENT EQUITY

- Alignment with Faculty Collective Agreement
- Specification that search procedures to find qualified members of under-represented groups apply to Full-Time positions
- Choice of paper or electronic editions of publications for advertising positions at the discretion of Appointments Committee
- Update to specifications regarding statement in position advertisements about commitment to employment equity and diversity
- Ranked short-list shall “include explicit statement of the rationale for the exclusion of any qualified candidates who are known to be members of the designated groups”
- Provisions for reporting, when making Full-Time appointment, on available information on gender of candidates and appointees, and known information about membership in designated groups
- Criteria for evaluation of candidates not allowing for discrimination based on factors in Discrimination & Harassment Clauses 2 a) to 2 h)
- Employment Equity Committee to review criteria to determine whether criteria allow systematic discrimination based on those factors
- Employment Equity Committee shall submit recommendations through Joint Committee to the Employer and the Association for consideration

- Data on full-time hires by gender and other designated groups to be provided to Employment Equity Committee, and reported to Senate, Board, and Association.

GRIEVANCE AND ARBITRATION

- Alignment with Faculty Collective Agreement: housekeeping changes agreed to in 2014 with respect to electronic communications and deadlines for steps in the Grievance process.

INCOME SECURITY

- No change

INTELLECTUAL PROPERTY

- Alignment with Faculty Collective Agreement
- Copyright compliance as in *Responsibilities of Members*
- Clarification of Employer and Member rights with respect to Patentable Intellectual Property (PIP)
- Clarification of reassignment of PIP when Employer decides not to pursue commercial exploitation of PIP
- Reduction of proportion of income from commercialization of PIP that Member pays to Employer

LIBRARY DIRECTORS AND DEPARTMENT HEADS

- Member must have Continuing Appointment to be Library or Director or Department Head
- Member with Probationary Appointment may apply for Director or Head position, and will be considered for Continuing Appointment
- When Continuing Appointment is not granted in Director/Head selection process, the decision shall be without prejudice for future consideration for Continuing Appointment
- Term of office of Director or Head up to 5 years
- Incorporation of *LU Stipends for Library Directors*
- Increase in minimum stipend for all Directors & Department Heads (including Acting)
- Directors or Heads appointed between July 1, 2006 and July 1, 2015 may elect to have stipend included in salary after end of term (with amount reduced by subsequent salary increments) or have it end at end of term
- If stipend ends at end of term, minimum stipend is \$7000; if continues to be included in salary, minimum stipend is \$6000
- Directors appointed before July 1, 2006 receive a minimum stipend increase of \$2000 if they elect to have stipend continue after end of term of office, or minimum of \$3000 if they elect to have stipend cease at end of term of office
- For all appointed after July 1, 2015 and all Acting, stipend is minimum of \$7000 and ends at end of term of office
- Stipulation of terms for the end of a Director or Head appointment: completion of term of office in written agreement, on 9 months notice by member, on 6 months notice or pay in lieu of the stipend by Employer.
- Selection Committee may be chaired by Chief Librarian's designate

- Selection Committee convened no more than one month (instead of within two weeks) after election
- Recommendations of Selection Committee written by member other than Chair, elected to do the task, and reviewed by all members of the Committee.
- Clarification of the renewal process, incorporating LU Renewal Process
- Requirement that Chief Librarian consult Director or Head on position to which she or he is assigned at end of term
- Provisions for creating a new Director or Head position: election of a Selection Committee.
- If Director or Head position becomes vacant for period expected to be of at least 3 months, Chief Librarian appoints Acting Director or Head, following consultation with Members

MANAGEMENT RESPONSIBILITIES

- Alignment with Faculty Collective Agreement
- Clarification of language about notice to Association regarding changes to recognized practices potentially affecting Members

PREGNANCY AND PARENTAL/ADOPTION LEAVE

- Alignment with Faculty Collective Agreement
- Language advising Members to contact Faculty Relations about other entitlements for Leaves or Alternative Workload when they do not meet service eligibility for PPAL

PRIVACY

- Alignment with Faculty Collective Agreement
- Revision of language in Clause 7 on protection of Members' personal information when Employer contracts with third parties; Employer obligation to ensure compliance with FIPPA, and to notify Member of breach or of request for disclosure. Association to be notified of such contracts as soon as possible after executed.

PROFESSIONAL EXPENSE REIMBURSEMENT

- Changes as described in Compensation and Benefits

PROFESSIONAL LEAVE

- Increase from 80% of salary to 85% during Leave.
- Stipulation re: requesting in application for Professional Leave the option of receiving the same ARR assessment for the period of the Leave as for the previous year
- Eligibility to receive part of salary as Moving Expense Reimbursement and/or Research Grant (Alignment with Faculty Collective Agreement)

PROMOTION AND CONTINUING APPOINTMENT

- Stipulation that granting of Promotion and Continuing Appointment is based on performance in Professional Practice, Academic Activity and Service
- For Members appointed after ratification of this Collective Agreement, need to meet requirements for Associate Rank to be granted Continuing Appointment

- Transition provisions:
 - o Members with Probationary Appointment at General or Assistant Rank at time of CA ratification are eligible for consideration for Continuing Appointment at Assistant Rank
 - o Member with Continuing Appointment at Assistant Rank at time of CA ratification are not required to achieve Associate Rank to retain Continuing Appointment
 - o *LU Transition Promotion Fund*: see below
- Removal of requirement for Librarian on Promotion and Continuing Appointment Committee from a Unit not part of Western Libraries
- Clarification of role of alternate on Promotion and Continuing Appointment Committee to replace Member temporarily unable to serve
- Clarification of provisions for electing a replacement of a Committee member who resigns
- Referees to be provided with relevant criteria for Promotion and Continuing Appointment
- Consideration for Members with Probationary Appointment at General Rank to be initiated within first month of last year of probationary period at General Rank
- Consideration for Members with Probationary Appointment at Assistant Rank or higher to be initiated within the last year of the probationary period
- Possibility to request consideration for probation extension when documented extenuating circumstances limited ability to perform duties for prolonged period
- Provisions for early consideration for Promotion and/or Continuing Appointment
- Decisions regarding Promotion from General to Assistant, and decisions regarding Continuing Appointment, to be communicated to Member no less than 3 months before end of probationary period
- Decisions regarding Promotion to Senior Rank to be communicated to Member within 6 months of sign-off on file submission
- Member who chooses not to grieve denial of Continuing Appointment entitled to one-year Term Appointment or payment of 50% of annual salary in lieu of Term Appointment. (FCA alignment)

REASSIGNMENT

- When a position(s) to be reorganized or closed: within 3 months of the closure or reorganization of the position(s), affected Member(s) to be given notice that they will be offered Reassignment or severance.
- Affected Member(s) given option to meet with Chief Librarian or Dean, to discuss reasons for closure/reorganization, and possibilities for Reassignment
- Where no possibility for Reassignment exists, Member(s) offered notice and severance
- Where retraining is less than 100% Normal Workload, provisions of *Reduced Workload* apply

RECOGNITION

- No change

RETIREMENT AND RESIGNATION

- Right of Members to phase their retirement, but without provisions for a Retirement Supplement

VACATIONS AND HOLIDAYS

- Incorporation of *LU Vacation for Appointments of Less than One (1) Year*

WORKING CONDITIONS

- No change

WORKLOAD

- Normal Workload changed to: 75% Professional Practice, 25% combined Academic Activity and Service, minimum 10% Academic Activity, minimum 5% service
- Magnitude of a Member's Workload to be established "in discussion with the Member's immediate supervisor and shall reflect consultation with other Members of the Unit regarding the distribution of their work"
- Each Member submits Planned Activities and Contributions document by May 15 of each year to supervisor and Chief Librarian or Dean
- Removal from Collective Agreement of provisions for Libraries Workload Committee, Unit Workload Plan, and Independent Review
- Workload Review Committee continues to exist
- *LU Annual Planning Process* (see below) defines the terms for the planning process

LU ACADEMIC ACTIVITY FUND

- Renewal with same terms as last CA

LU ANNUAL PLANNING PROCESS

- Members shall have the opportunity to be actively involved in the annual planning process, and in developing a new annual planning process
- Members shall have the opportunity to participate in developing annual Unit operational plans, that form the basis for individual planned activities and contributions for coming year, and that "consider whether Member activities and contributions are equitable in distribution and constitute a reasonable Workload"

LU ANNUAL REPORT AND REVIEW DOCUMENT FORMATS

- Joint Working Group to be formed to review documents, in order to ensure ARR process serves its stated purpose, and "to find means of ensuring that the process is not excessively onerous for Members, Supervisors, and the Chief Librarian, Dean and their designates."
 - o Review requirements for Annual Report and develop document format
 - o Develop format for Supervisor's Assessment
 - o Develop format for Annual Review Report prepared by Chief Librarian, Dean or designate

LU NOMINATIONS AND ELECTIONS PROCESS

- Renewal with same terms as last CA

LU PAY EQUITY REVIEW

- Not renewed: the matter was withdrawn from collective bargaining and is before the Pay Equity Commission

LU REASSIGNMENT CONTINGENCY

- Employer to make offer of retirement incentive to eligible Member(s) when closure or reorganization of position(s) will result in notice and severance of Member(s) under the terms of *Reassignment*

LU TRANSITION PROMOTION FUND

- One-time Professional Development Allowance of \$1000 for Members subject to transition provisions of *Promotion and Continuing Appointment* (i.e. Members with Continuing Appointment at Assistant Rank who elect to apply for and are successful in obtaining Promotion to Associate Rank during the life of this CA), to be used for professional development or Academic Activity expenses incurred in the 2-year period prior to, or the 2-year period following granting of Promotion to Associate Rank with Continuing Appointment

LU UNITS

- Listing of current Units as in *Appendix D Definition of "Unit"*
- Units in list shall have Director or Head for first 2 years of this Collective Agreement
- Employer to give Association minimum two months notice of plan to create new Unit(s) or close existing Unit(s)
- Association may request Employer consult Members and Association in advance of implementation of Unit creation or closure; Employer shall then solicit feedback on proposal from Members and consider feedback, providing a report summarizing feedback and Employer's response to feedback
- Provisions of *Reassignment* apply to affected Members when a Unit is to be closed

APPENDIX C ARBITRATORS

- Alignment with Faculty Collective Agreement, incorporating recent changes to the list

APPENDIX D DEFINITION OF "UNIT"

- Deleted from the Collective Agreement

C. THE FOLLOWING WERE NOT OPENED IN THIS ROUND OF BARGAINING

Academic Freedom
Alternative Workload
Child and Family Care
Conflict of Interest and Conflict of Commitment
Copies of the Agreement
Court Leave

Deferred Salary Leave
Education Assistance
Elected Public Office Leave
Entry or Return of Administrators to the Bargaining Unit
Exchange Leave
Financial Emergency
Health and Safety
Implications of Technology
Information
Institutional Performance Indicators
Joint Committee
Leave of Absence
Liability Insurance
No Strike or Lock-Out
Official File
Reduced Workload
Use of Facilities and Services Provided by Third Parties Under Licence or Contract
Appendix A - Certificate
Appendix B - Canadian Library Association