

**LETTER OF UNDERSTANDING**  
**ORGANIZATIONAL RENEWAL INITIATIVE**

The Parties agree that this Letter of Understanding forms part of the 2015-2019 Librarians and Archivists Collective Agreement for the life of the Collective Agreement.

**WHEREAS** the Parties recognize that Western Libraries will undergo an Organizational Renewal resulting in the creation of new Units, renaming of existing Units and closure of existing Units;

**AND WHEREAS** the Parties wish to recognize all Members in Western Libraries with Probationary or Continuing Appointments will have at least one reassignment option made available to them;

**AND WHEREAS** the Parties wish to provide for a modified appointments process that is fair and flexible for the following positions: User Experience Librarian, Teaching and Learning Librarian (E-Learning), Special Collections Librarian (Rare Books), Special Collections Librarian/Archivist (Digitization and Digital Preservation) (collectively "the four designated positions") by following the provisions of the Article *Appointments*, except as follows in Appendix A;

**AND WHEREAS** the Parties wish to provide for a modified process that is fair and flexible for the selection of initial Department Heads for the newly created Units by following the provisions of the Article *Library Directors and Department Heads*, except as follows in Appendix A;

**AND WHEREAS** the Parties wish to provide for fair and flexible reassignment of displaced Members as a result of the newly created Units, renaming of existing Units and closure of existing Units by following the provisions of the Article *Reassignment*, except as follows in Appendix A;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The *Letter of Understanding – Units* is amended by replacing Clauses 1 and 2 with the provisions set out in Appendix B.
2. All Members in Western Libraries with Probationary or Continuing Appointments shall receive an offer of their choice of being reassigned or receiving severance. It is recognized the offers of reassignment, where appropriate, may be limited to one option for reassignment.
3. The sequencing of the affected Collective Agreement processes will be as follows:
  - a) The selection process of Department Heads;
  - b) The appointment process of the four designated positions, that shall

commence when the selection process of the Department Heads has been completed;

- c) The reassignment process, which may begin during the Department Head selection process, but that will not be completed until after the selection processes for a) and b) are concluded.
4. Only Members with Probationary or Continuing Appointments in Western Libraries will be eligible to be considered for the four designated positions and the Department Head positions. This restriction is for the purposes of this Organizational Renewal Initiative only, and is without prejudice or precedent for any future new positions in Western Libraries.
5. Any open positions resulting from the selection process of the Department Heads or the four designated positions may be offered, at the discretion of the Employer, as a reassignment option.
6. The requirement for 12 months written notice, under the terms of *Retirement and Resignation* Clause 3.2, shall be waived for all eligible Members who wish to retire with Post-Retirement Benefits, under the amended Clause 6.1 of the Article *Reassignment* and shall be reduced to 3 months written notice thereafter until June 30, 2019.

Signed this 23<sup>rd</sup> day of August, 2017

  
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For the Association:  
Jeff Tennant

  
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For the University:  
Jennifer King

## Appendix A

### Appointments

8. A Search Committee shall be constructed to support and advise the Appointments Committee and shall undertake the responsibilities of the Appointments Committee listed in Clauses 7.2 through 7.3 for each competition for the following positions: User Experience Librarian, Teaching and Learning Librarian (E-Learning), Special Collections Librarian (Rare Books), Special Collections Librarian/Archivist (Digitization and Digital Preservation).
- 8.1 The Search Committee shall include:
  - a) the Associate Chief Librarian or the University Archivist, as the case may be, who is responsible for the Unit where the appointment for the designated position will be made, who shall chair the Search Committee;
  - b) one (1) Member chosen from and by the Appointments Committee;
  - c) one (1) additional Members appointed by the Appointments Committee; and
  - d) the immediate supervisor or immediate supervisor-elect of the position in that particular competition, if he or she is not appointed under Clauses a), b) or c).

### Library Directors and Department Heads

- 4.1 The Selection Committee shall include:
  - a) an Associate Chief Librarian or the University Archivist, as the case may be, who is responsible for the Unit where the appointment for the Department Head is to be made, who shall chair the Committee and who shall, in the event of a tie, cast an additional deciding vote;
  - b) one (1) Member who is currently, or has previously been, appointed as a Library Director or Department Head, elected by the Members of the Bargaining Unit;
  - c) two (2) Members, at least one (1) of whom currently works in or has working knowledge of the core user function in the Unit elected by the Members of the Bargaining Unit.
- 4.1.1 Three (3) Members will be elected by the Members of the Bargaining Unit as a pool of alternates to replace any Member on a Selection Committee who withdraws for any reason.

- 4.5 In consideration of any review of or application for the position of Department Head, should any Member of the Selection Committee have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment* that Member shall withdraw from consideration of the relevant case or cases and shall be replaced by an alternate Member. Should the chair have a conflict of interest, the Chief Librarian shall appoint a replacement.
- 8.2 The Selection Committee shall consult with the Members and staff in Western Libraries, as well as other leaders interacting with the role, to determine their preferences and opinions on the desirable attributes or qualities for the Library Director or Department Head and specific interview questions that could be asked of any candidate. This consultation shall take the form of an invitation to provide written submissions to the Selection Committee.
- 8.7 The Selection Committee shall consult with the Members and staff in Western Libraries to ascertain their opinions and preferences regarding any short-listed candidates. Members and staff of Western Libraries shall have an opportunity to become aware of the candidate's qualifications and suitability for the position. This shall involve an opportunity to meet with the candidate, to review the *curriculum vitae* of the candidate, to attend a presentation given by the candidate, and to provide written submissions to the Selection Committee.

### Reassignment

- 3 Where the Employer has determined that a Member's position is to be reorganized or closed, the Employer shall communicate to all directly affected Members that they will be offered reassignment or severance by letter at least three (3) months in advance of the effective date of the closure or reorganization of the position. The letter shall include an invitation from the Chief Librarian to meet with the Chief Librarian or designate to discuss the reasons for the closure or reorganization and details of possibilities for Reassignment (including Unit, job description and Responsibilities), where appropriate. The letter shall also include an offer of notice and severance under Clauses 6 and 7 of this Article. At the same time, the letter will be copied to the Association.
- 3.2 Within ten (10) working days of the receipt of the letter, the Member shall respond in writing to the Chief Librarian indicating if he or she will attend the proposed meeting and may, optionally, include a preferred ranking of the reassignment possibilities that are available to the Member. The Member also has the option of providing such a preferred ranking subsequent to the meeting. If the Member chooses to attend the meeting, it shall take place within thirty (30) working days of the Member's response.
- 4.1 Within ten (10) working days after the meeting specified in Clause 4, or the Member's notice that he or she will not attend the meeting offered in Clause 3, the Chief Librarian shall send in writing an offer of Reassignment specifying the position (including Unit, job description and Responsibilities) to which the

Member would be reassigned and any professional development or retraining required. Along with the offer of Reassignment, the Employer shall include the offer of notice of severance specified in Clause 3.

- 4.1.1 Offers of Reassignment specified in Clause 4.1 shall be sent to those Members within ten (10) working days after the later of (i) the last of the meetings specified in Clause 4 and (ii) the completion of the selection process for the Department Heads and for the following positions: User Experience Librarian, Teaching and Learning Librarian (E-Learning), Special Collections Librarian (Rare Books), Special Collections Librarian/Archivist (Digitization and Digital Preservation).
5. The Member shall notify the Chief Librarian no later than twenty (20) working days after the later of (i) the last of the meetings specified in Clause 4 and (ii) the completion of the selection process for the Department Heads and the completion of the appointment process for the following positions: User Experience Librarian, Teaching and Learning Librarian (E-Learning), Special Collections Librarian (Rare Books), Special Collections Librarian/Archivist (Digitization and Digital Preservation), whether he or she will accept the offer of Reassignment or of Severance.
- 6.1 If the Member is currently eligible or becomes eligible to retire within the notice period, he or she may elect to retire during the notice period and receive pay in lieu of notice.

## Appendix B

1. The following are Units for the purposes of this Collective Agreement:
  - (a) Content Management, Discovery and Access
  - (b) Archives and Special Collections
  - (c) Research and Scholarly Communication
  - (d) Teaching and Learning
  - (e) User Experience and Student Engagement
  - (f) Graduate Resource Centre, Faculty of Information & Media Studies
  - (g) Information and Media Technology Services, Faculty of Information & Media Studies
  
2. [Deleted]