

CUASA Proposals

Collective Bargaining 2017

Library Package

November 5, 2017

These proposals set out CUASA's bargaining position on the individual articles included as of this date. CUASA reserves the right to amend its position, including the right to add, modify or delete any component of each individual article if not accepted in its entirety

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Article 9: Appointments

9.1 Appointments

<Note: Change in Article numbering for references to Article 9 reflects proposal of new Article 9.3 in CUASA proposals tabled on November 5, 2017.>

[...]

(b) Professional Librarian Employees

All new or vacant positions at any of the four librarian ranks shall be filled by competition, after being advertised as provided for in this Article.

- (i) Each competition shall be conducted by an *ad hoc* **Hiring eCommittee** (**hereafter referred to as the Hiring Committee**) consisting of the immediate supervisor of the position to be filled, a professional librarian employee from the area of expertise within which the position falls, and one person from library management. The ~~competition committee~~ **Hiring Committee** shall be constituted and shall follow procedures and criteria as outlined in Article 9.78.
- (ii) All new or vacant positions at any of the four librarian ranks shall be first advertised internally to all librarian members of the bargaining unit ~~which shall include employees of Carleton University who have previously been professional librarian members of the bargaining unit. However, for term positions the internal and external advertisements may appear simultaneously.~~
- (iii) If no internal candidate is clearly acceptable, the vacancy shall be advertised externally in various publications as the ~~ad hoc~~ **Hiring eCommittee** for the position concerned may deem suitable, but to include the ~~print~~ **CAUT Bulletin**, **University Affairs**, and ~~Felicitier~~ **The Partnership Job Board**, ~~and/or their web sites~~ whenever publication schedules permit and the advertising copy shall be sent to the Association within ten (10) working days of its placement.
- (iv) Appointments of extreme urgency may be made without following the requirements of Article 9.1(b) (ii-iii) at the discretion of the President, but in all such cases complete details of the appointments must be reported in writing to the Association and the Clerk of Senate within ten (10) working days by the President. The Employer, however, shall post a notice of the vacancy for five (5) working days on the vacancies bulletin board in the Library.

- (v) ~~In the case of professional librarian employees, an~~ An appointment may commence at any time during the year.
- (c) The Employer shall provide to each short-listed candidate a package of information supplied by CUASA.

9.78 Librarian Appointments

<Note: Change in Article numbering for references to Article 9 reflects proposal of new Article 9.3 in CUASA proposals tabled on November 5, 2017.>

(a) Criteria

Individuals to be considered for hiring as professional librarian employees shall have both

- (i) an initial undergraduate degree (the Association of Universities and Colleges of Canada may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards); and,
- (ii) a professional library qualification from an ALA (**American Library Association**) accredited library school or an international library school which has been accredited by a national professional library association recognized by the ~~Canadian Library Association~~ ALA (**CFLA, the Canadian Federation of Library Associations**) may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian standards).

(b) Procedures

- (i) The Employer shall decide when a position is to be created or a position is to be filled by transfer or competition, in accordance with University procedure and Article 9.6(c). In conjunction with the supervisor of the position, the University Librarian shall set the date on which the competition is to start.
- (ii) Within seven (7) working days of having received official notification that a new or vacant position is to be filled, the Peer Evaluation Committee shall ~~meet to~~ choose the third member of the ~~Ad Hoc Competition~~ **Hiring** Committee who shall ~~normally~~ be a professional librarian employee **normally** from the area of expertise in which the position falls. The other two members of this committee shall be the immediate supervisor of the position to be filled and the University Librarian or their designate from Library management. **The majority of the Hiring Committee members shall be CUASA members of the Library.** In the case of unavoidable absence of the immediate supervisor or the University Librarian during a competition, a substitute designated by that individual shall serve on the ~~Ad Hoc Competition~~ **Hiring** Committee.
- (iii) Within another seven (7) working days the ~~Ad Hoc Competition~~ **Hiring** Committee (~~henceforth referred to as the Committee~~), shall meet to prepare an internal advertisement for the position which shall include the minimum criteria

for professional librarian employees, the salary range(s) for the relevant rank(s) and the job description attached to that position. This advertisement shall be posted for seven (7) working days on the vacancies bulletin boards in the Library and the Library's internal website. In the case of term appointments, the internal advertisement shall be posted for ~~one (1) week, but the external advertisement may proceed simultaneously as outlined in Article 9.1.~~ **five (5) working days.**

(iv) In conjunction with the immediate supervisor of the position to be filled, the University Librarian or their designate shall assume responsibility for the receipt of applications and for all other documentation relating to appointments.

(v) **Internal Competition**

(1) The **Hiring** Committee shall review all internal applications, interview the applicants as it sees fit and, if a suitable applicant is found, make a recommendation of appointment to the Peer Evaluation Committee. **Any recommendation by the Hiring Committee must be by majority vote.** The **Hiring** Committee ~~may be requested by the University Librarian to~~ **shall** substantiate its rejection of a candidate. Unsuccessful applicants shall be notified promptly, **and in writing**, of the decision not to appoint them.

~~(2) The Committee shall make every effort to reach agreement upon a candidate. However, in those instances where the supervisor is in disagreement with the other two committee members, the matter shall be referred to the University Librarian who shall forthwith submit their resolution of this disagreement to the Peer Evaluation Committee.~~

(3) Within two (2) working days of receipt of the name of a suitable candidate from the **Hiring** Committee, the Peer Evaluation Committee shall review the candidate's qualifications in the light of the minimum criteria mentioned in Article ~~9.7~~ **9.8**(a)(i) and (ii). If the Peer Evaluation Committee approves the candidate, it shall recommend to the University Librarian that an offer of employment be made at a specified rank commensurate with the experience and qualifications of the candidate.

(4) The University Librarian shall ~~decide whether to reject the~~ **forward the** recommendation ~~or to accept and forward it~~ to the President. No more than seven (7) working days shall elapse between the time the recommendation is made by the Peer Evaluation Committee and either:

-the Peer Evaluation Committee ~~and~~, the **Hiring** Committee, **and the candidate** are informed of ~~a~~ **the President's** decision to reject the candidate and of the grounds for doing so; or

-a written offer is sent to the candidate.

Both the Peer Evaluation Committee and the **Hiring** Committee shall receive all particulars of the offer excepting only salary.

(5) If the candidate rejects the offer, the University Librarian shall decide

either to continue negotiations with the candidate, or to inform the Peer Evaluation Committee and the **Hiring** Committee that the competition is to be continued.

- (6) If an internal candidate accepts an offer of a different position within the Library, it shall not adversely affect the employee's eligibility for career development increments, or any other increment to their nominal salary, or their eligibility for sabbatical leave, or their eligibility for or status of confirmation or Professional Achievement Award.
- (7) ~~If a professional librarian employee should prove unsatisfactory in their new position~~ **Subject to satisfactory performance**, transfer from ~~that~~ **their new** position to any other position in the Library shall not adversely affect that employee's eligibility for career development increments, or any other increments to their nominal salary, or their eligibility for sabbatical leave, or their eligibility for or status of confirmation or Professional Achievement Award.

(vi) **External Competition**

- (1) If no internal candidate is clearly acceptable, the vacancy shall be advertised externally in such publications and on such websites as the ~~Ad Hoc~~ **Hiring** Committee for the position concerned may deem appropriate consistent with the provisions of Article 9.1.
 - (2) The **Hiring** Committee shall review all external applications, interview as it sees fit and, if a suitable applicant is found, shall make a recommendation of appointment to the Peer Evaluation Committee. The **Hiring** Committee may also recommend that a confirmed appointment be offered. From this point the procedures shall be those indicated in Article ~~9.7~~ **9.8(b)(v)**. The **Hiring** Committee may be requested by the University Librarian to substantiate its rejection of a candidate. Unsuccessful candidates shall be notified promptly of the decision not to hire them.
- (c) In cases where a professional librarian employee holding a confirmed appointment is appointed to a different position from that held as a result of competition or transfer, the initial appointment to the new position shall be for a period of one (1) year. Three (3) months prior to the end of the year, a performance appraisal shall be conducted in accordance with the provisions of Article 11.3 to determine whether the appointment to the new position shall be made a continuing one. The appointment shall be renewed upon the recommendation of the Peer Evaluation Committee to the University Librarian. In the event that the employee does not wish or is not able to continue in the position, or that the Employer finds the employee's performance unsatisfactory, the employee shall be transferred to an equivalent position without loss of previous salary or benefits and subject to the provisions of Article 38.2(a).
- (d) **Procedures Governing the Appointment of the University Librarian**
- (i) When a committee is established to advise the President on the selection of the University Librarian, it shall include representation from professional librarian

employees of whom one (1) shall be from public service and one (1) from technical services area of expertise.

- (ii) In the event that external applicants for the position of University Librarian are sought, the position shall be advertised in appropriate Canadian **websites and publications**, including the *CAUT Bulletin* and ~~*Felicitat*~~ ***The Partnership Job Board***.

(e) **Library Department Heads**

- (i) Library Department refers to units within the Library with Department Heads performing delegated administrative responsibilities.

- (ii) Normally, only full-time continuing-track CUASA members of the Library at the rank of Librarian III or IV are eligible to serve as Department Heads.

- (iii) Term of Office

- (1) The term of office for a Library Department Head shall normally be five (5) years; however, the ~~Selection~~ **Hiring Committee (as per (e)(iv)(2) below)** may recommend to the University Librarian that a shorter term be offered.

- (2) ~~A term of office for a Library Department Head will normally commence on July 1~~ **A Library Department Head may be renewed for a subsequent term, with the approval of the University Librarian. Prior to proceeding to renewal, a call for interest shall be made by the University Librarian following the procedures laid out in Article 9.8(e)(iv)(1). If there are no interested internal candidates, the incumbent may seek renewal subject to a process to be developed and mutually agreed upon by the Employer and CUASA at JCAA.**

- ~~(3) Subject to satisfactory performance in the role, a Library Department Head may be eligible for a subsequent term, with the approval of the University Librarian, if no other candidates have expressed interest. If there are other interested candidates, the University Librarian will convene a selection committee according to Article 9.7 (e) (iv).~~

- (iv) Library Department Head Selection

- (1) ~~Before April 30 of the year~~ **Two (2) months before** a Department Head's term ends, or two (2) months prior to a planned retirement or resignation or within thirty (30) days should the position of Head become **otherwise** vacant, the University Librarian shall distribute a current job description to all CUASA members of the Library, ~~and create a selection committee conforming to the rules and procedures of appointment for librarians as outlined in Article 9.7 (b) with the following amendments to the composition of the committee:~~

- (2) **A Hiring Committee conforming to the rules and procedures**

of appointment for librarians as outlined in Article 9.8 (b) shall be formed with the following amendments to the composition of the committee:

- (i) The majority of the ~~Selection~~ **Hiring** Committee members will be CUASA members of the Library;
 - (ii) Whenever possible CUASA members from the Department for which the Head is being hired shall be included on the ~~Selection~~ **Hiring** Committee. ~~In the case of Departments where the only CUASA member is the Head, a CUPE member from that Department may be included on the Selection Committee;~~
 - (iii) Two members shall be appointed by the University Librarian or designate, one of whom will be the Associate University Librarian responsible for the department, and the other will ~~either be a Library CUPE member or a member of Library Management.~~
 - (iv) Three CUASA members shall be selected by the Peer Evaluation Committee (PEC);
 - (v) The Associate University Librarian responsible for the Department shall chair the ~~Selection~~ **Hiring** Committee but shall only vote to break a tie;
 - (vi) Any recommendation by the ~~selection~~ **Hiring** eCommittee for hiring must be by majority vote and include all members eligible to vote.
 - (vii) The ~~Selection~~ **Hiring** Committee shall invite members of the Department to meet with candidates being interviewed and to give feedback to the ~~Selection~~ **Hiring** Committee.
 - (viii) If no internal candidate is clearly suitable, and if the funding is available for a new CUASA hire, the University Librarian shall post the Department Head job description externally in accordance with Article 9.1 (b) (iii). If no funding is available for a new hire, then the University Librarian may renew the appointment of the incumbent or take other measures as required to fill the position on a temporary basis until a suitable internal candidate is found **or funding is secured.**
- (v) Acting Library Department Head
- (1) Acting Department Heads may be appointed by the University Librarian to a short term in the event of an extreme urgency ~~or for planned absences such as sabbaticals, parental leave, etc.~~ Such appointments will not normally be for less than one month or more than one (1) year.
 - (2) Two months prior to the completion of the Acting Department Head's

term, the University Librarian shall comply with Article ~~9.7~~ **9.8** (e) (iv)-, **unless the Acting Department Head was temporarily replacing the Department Head.**

(vi) Recognition for Service as Library Department Head / Acting Department Head

~~(1) In recognition of Department Head duties, each shall receive a minimum annual stipend as calculated in 9.7(e)(vi)(2).~~

(2)	1-9	employees	\$2,500.00
	10-19	employees	\$3,000.00
	20+	employees	\$3,500.00

(1) Effective July 1, 2017, a Department Head/Acting Department Head shall receive in addition to their annual salary, an annual stipend in accordance with Article 25.1(c)(i)

~~(32) A Librarian who at the signing of this Collective Agreement, or who during its term, is a department head shall receive a credit equivalent to one (1) additional year of service towards a sabbatical entitlement for five (5) years of service as department head. A Librarian serving as Department Head shall receive credit towards sabbatical in accordance with Article 25.1(b).~~

(vii) Duties of a Library Department Head/Acting Department Head

Duties of a Library Department Head shall be those specified in the individual job description and under the general direction and approval of Library Management, shall include, inter alia, the responsibility to:

- (1) Plan, establish goals, co-ordinate and direct the operations of the department, managing all staff that report to the Department Head and recommend staffing levels to Library Management;
- (2) Work collaboratively within the Library's operational structure, communicating priorities, working to effectively co-ordinate services, policies and programs within the department, library and externally as appropriate;
- (3) Represent the department on relevant committees, participate in strategic and operational planning, and prepare reports and give advice as needed;
- (4) Engage in professional activities and maintain current professional knowledge, skills and abilities in relation to managing and supervising staff;
- (5) Perform such other duties in connection with the work and administration of the Department as Library Management may assign to them and as are consistent with their status as a member of the bargaining unit.

Grandparent clause

At the time of agreement by all parties to Article 9.7 (e) [June 22, 2011], all Library Department Heads currently in place will be re-appointed under these changes to the Collective Agreement for an initial term of 5 (five) years with the appropriate stipend retroactive to the start of the current Collective Agreement, May 1, 2010.

Article 11: Professional Librarian Employees

11.2 Job Descriptions

- (a) Librarians' responsibilities shall include working with colleagues, supervising non-professional staff and providing services to library users. These responsibilities shall be those understood to be professional; **including but not limited to:** public service, collection development, bibliographical control, ~~and~~ technical library operations, **teaching, and research.**
- (b) The specific responsibilities of each professional librarian employee shall be identified in a current, written job description signed by the incumbent, if any, and the immediate supervisor. All job descriptions of professional librarian employees shall be fully accessible to all professional librarian employees. A copy of each job description shall be given to the employee concerned and another copy shall be filed with the CUASA office.
- (c) The format for job descriptions shall be consistent within the professional librarian employee sub-unit and shall be in accordance with those guidelines respecting format agreed upon by the parties from time to time.
- (d) In the event that a change in an existing job description is deemed necessary by either the employee or the supervisor:
 - (i) the proposed change(s) shall be fully discussed by the supervisor ~~and~~, the professional librarian employee concerned, **and CUASA;**
 - (ii) any change(s) to be made to the job description shall be documented in a revised job description which shall be signed by both parties and distributed as provided for in Article 11.2(b) prior to implementation;
 - (iii) in the event that the professional librarian employee objects to the proposed change, ~~the dispute shall be referred to the appropriate Associate Librarian or to the University Librarian in an attempt to reach a settlement. The professional librarian employee must receive written notification of the decision made; the provisions of Article 30 shall apply.~~
 - ~~(iv) should the dispute not be resolved by the above means, the professional librarian employee may, upon receipt of the written notification of the decision, initiate a grievance on the matter by the following procedures:~~

- ~~(1) — the objection shall be expressed in a grievance form which must be presented to the University Librarian and to the JCAA at the same time, within five (5) working days of the date the employee was notified of the change;~~
 - ~~(2) — the change shall not be implemented until the issue has been dealt with by the JCAA or fifteen (15) working days have elapsed since receipt of the grievance by the JCAA, whichever occurs first;~~
 - ~~(3) — notwithstanding Article 11.2(b) and 11.2(d)(ii) above, should the change be implemented following the completion of the procedures set out in Article 11.2(d)(iv)(2) above, a copy of the job description, signed by the supervisor, shall be given to the employee concerned and another copy shall be filed with the CUASA office;~~
 - ~~(4) — this does not preclude recourse to the grievance and arbitration procedures in Article 30.~~
- ~~(e) —~~
- ~~(i) — Any change in those job descriptions in effect at the commencement of this Collective Agreement shall be consistent with those duties and responsibilities commonly associated with professional librarian employees and with the evolution of such duties in Canadian Universities.~~
 - ~~(ii) — Any new job descriptions for professional librarian employees after the date of the signing of this Collective Agreement shall satisfy the conditions of Article 11.2(e)(i).~~
 - ~~(iii) — In the event that the University Librarian considers that a change in an existing job description is necessary they shall:~~
 - ~~(1) — consult with the professional librarian employee and the appropriate supervisor. Such consultation shall provide them with adequate opportunity for input and discussion;~~
 - ~~(2) — notify the professional librarian employee and the supervisor involved as to the result of the consultation. If consultation results in changes in the job description, notification of such shall be provided in writing to the employee, the supervisor, and the Association at least seven (7) working days prior to implementation.~~
- ~~(ive)~~ The Employer undertakes to make public by means of an open file in the Library, job descriptions for all new positions in the Library. The Employer shall notify the Association as soon as a new job description is placed in this open file, and the job description shall remain in the file for at least ten (10) working days.
- ~~(v) — Should a change in the job description for a professional librarian employee be made, pursuant to Article 11.2(e)(iii) above, to which the affected employee objects, such objection shall be handled as follows:~~
- ~~(1) — the objection shall be expressed in a grievance which must be presented to the University Librarian as referred to in Article 30 at the same time~~

~~within five (5) working days of the date the employee was notified of the change;~~

~~(2) — when the grievance is resolved, changes in job descriptions shall be handled according to Article 11.2(e)(i), (ii), (iii), and (iv) of the Agreement.~~

- (f) The Library management recognizes the desirability of providing rounded experience through some rotation of job assignment, and shall provide professional librarian employees with opportunities to work periodically at different reference and information desks and/or different departments of the Library as the attainment of established goals permits. Arrangements for duration and times shall be established through consultation and agreement between the professional librarian employee(s) and the immediate supervisor(s) and the Associate Librarian involved.

11.4 Suspension or Dismissal for Cause

- (a) Dismissals or suspensions shall be for just cause and the following procedures of this Article are designed to ensure that the decisions in regard to suspensions or dismissals will be rendered by an impartial body which has no interest either in the silencing of unwelcome opinions or the protection of incompetence or neglect.
- ~~(b) — For purposes of this Collective Agreement a professional librarian employee is understood to be an employee who both possesses the qualifications of a professional librarian (as stated in the criteria for Library Appointments, Article 9.6(a)) and is employed in the Library in that capacity, but includes those at present on staff who do not meet these qualifications.~~

13.3 Librarian Workload

(a) Professional Librarian Workload

- (i) Librarian workload should be developed through consultation among individual librarians, their department heads and library management resulting in agreed upon individual goals and responsibilities. Workload will be consistent with each librarian's job description as outlined in Article 11.2.
- (ii) Individual career stage, rank, level of administrative responsibility, interests, expertise, research and professional needs will also be considered when determining workload. Librarians shall be provided with opportunities to pursue research, scholarly contributions, and professional service as outlined in Articles 13.3 and 15.4. Librarian workload will reflect the time and effort needed for achievement of promotion as outlined in Article 10.12 and of confirmation as outlined in Article 11.3.
- (iii) Librarians holding cross-appointments to more than one unit should be assigned workload in a manner consistent with their percentage

appointment in each unit.

- (iv) Librarians shall not be required to carry workloads unreasonably exceeding those of other librarians with comparable duties. Assigned duties should not require an unreasonable amount of time.

(b) **Duties**

- (i) The workload of a professional librarian employee shall be that specified in the current job description(s) for their position. All job descriptions of professional librarian employees shall be fully accessible to professional librarian employees.
- (ii) The job description in each case shall be consistent with goals and objectives which shall be established through consultation between the professional librarian employee and the appropriate supervisor and Associate University Librarian, and shall be generally attainable within a thirty-five (35) hour week averaged over the year.
- (iii) A professional librarian employee has the right to devote time during working hours to research projects and/or professional development activities in accordance with Article 15.4(c).
- (iv) Time away from regular duties necessary for research projects shall be scheduled by mutual agreement between the professional librarian member and their supervisor where the time requested is a total of ~~five (5)~~ **twelve (12)** days or less per year. Where the time requested exceeds ~~five (5)~~ **twelve (12)** days per year, consultation with library management shall be required. Such informal requests shall be subject to operational requirements. Such requests shall not be unreasonably denied.
- (v) For the purposes of 13.3(b)(iv), time spent at conferences shall not be counted towards research days.

[...]