

LETTER OF UNDERSTANDING
between
WILFRID LAURIER UNIVERSITY
and the
WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION

Re: Exclusion of Associate University Librarians from the Bargaining Unit

Whereas the Parties have agreed to exclude the position of the Associate University Librarian from the Bargaining Unit, and

Whereas the Collective Agreement needs to be amended to incorporate the role of Associate University Librarian(s) in procedures governing the terms and conditions of employment of Librarian Members,

The Parties agree to the following amendments to the *Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians {2011-2014}* to reflect the exclusion of Associate University Librarian from the bargaining unit, as negotiated by the Joint Liaison Committee and agreed to on January 23, 2013.

ARTICLE 2: DEFINITIONS

New

Associate University Librarian:

_____ is an academic librarian excluded from the Bargaining Unit who is accountable directly to the University Librarian and may be delegated to perform tasks in his/her name. There shall be no more than two (2) Associate University Librarians. Librarian Members shall report directly either to one (1) supervising Associate University Librarian or to the University Librarian.

Library Council:

is chaired by the University Librarian and includes all full-time and part-time professional librarians employed in the Library as librarians, and other members as approved by Senate.

ARTICLE 3: RECOGNITION, RIGHTS AND PRIVILEGES OF THE ASSOCIATION

3.1 Recognition:

3.1.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988, attached as Appendix A. All full-time faculty members and professional librarians appointed to Laurier Brantford shall be Members of the Bargaining Unit represented by the Association.

3.1.2 For greater certainty, the following persons are excluded from the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board dated October 3, 1988 as amended by the parties in the Letter of Understanding #6, attached.

(a) the President, Vice-Presidents, Deans, the Director of Information Technology Services (formerly the Director of Computing Services), the University Librarian and Archivist, and Associate University Librarians, including an individual appointed in an acting capacity to serve temporarily in one of these offices, or one of these officers on an administrative leave that falls within a term of office, or between two consecutive terms of office;

(b) persons holding visiting or In-Residence appointments for one year or less;

(c) the Systems Specialist in the Library.

3.1.3 For the position of Associate University Librarian noted in 3.1.2(a), the terms and conditions of the appointment shall be in accordance with the Collective Agreement except for provisions suitable for the appointment agreed to by the University and the Association in a Letter of Understanding.

3.1.4 In the event that the administrative appointment of a full-time faculty member or full-time librarian member, who is excluded from the Bargaining Unit under 3.1.2 (a), comes to term or is terminated prior to coming to term, the provisions of Article 39 shall apply.

3.1.5 Nothing herein shall prevent the teaching of courses or the performance of librarian responsibilities or the pursuit of research, scholarly or creative activities by those persons excluded from the Bargaining Unit in 3.1.2 (a) and (b).

3.5 Rights of the Association:

3.5.1 In recognition of the involvement of Members in the consultative process of this Agreement, the University agrees to provide a total of ten (10) one-term undergraduate course equivalents per contract year to the Association to be distributed at its discretion between the two bargaining units. In addition the Association will be allowed to purchase up to ten (10) one-term undergraduate course equivalents per contract year, at the current stipend rate. These one-term course equivalents are inclusive of the stipends provided to Contract Academic Staff and Part-time Librarians under 3.5.1 of the Part-time Collective Agreement. Should a Librarian Member be assigned such release time by the Association it shall be assigned at an equivalency rate of 3.5 hours/week on average per one-term undergraduate course. The Librarian Member shall negotiate with his/her

supervising Associate University Librarian, otherwise with the University LibrarianL the timing of such release time. The Association will inform the University of the names of the Members for whom release time is allocated as soon as they are elected or appointed and not later than May 1.

3.5.2 The University recognizes that Members, subject to their obligations under this Agreement, have the right to attend open meetings of the Board and Senate, and to attend any open meetings of committees of these bodies.

3.5.3 The University recognizes that the Association has the right at any time to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and of the Ontario Confederation of University Faculty Associations (OCUFA). Such duly authorized representatives shall, subject to the provisions of the Act, have access to University premises to consult with Association officials and Members.

ARTICLE 9: CONFLICT OF INTEREST

9.2.2 The Vice-President: Academic, Deans,....a-00 University Librarian, and Associate University Librarians shall not knowingly participate in any decision that directly and preferentially benefits a Member with whom the said administrator has an immediate familial, marital, sexual or financial relationship.

ARTICLE 11: UNIVERSITY GOVERNANCE

11.2.5 g) The University Librarian:

The Search Committee for the University Librarian shall be composed of the following ±e 17 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors
- 1 Dean;
- 1 Associate University Librarian:
- 1 undergraduate student;
- 1 graduate student;
- 1 staff member;
- 1 faculty member from the Waterloo Lutheran Seminary;
- 7 Librarian Members with Continuing Appointment elected by the Library Council, at least one of whom shall be a Librarian Member from Laurier Brantford who may have a Candidacy appointment; and
- 2 Senate Members elected by Senate.

ARTICLE 12: MEMBERS' OFFICIAL FILES

12.2.2 In accordance with the provision of (a) and (b) below, confidential material shall be restricted to signed letters of reference which the Member has solicited, or for the soliciting of which he/she has given approval, or which are provided for in this Agreement. Assessments and evaluations by the Vice-President: Academic, Deans, the University Librarian, Associate University Librarians, Department Chairs, Area Heads, or other administrative officers of the University, are not letters of reference, and shall not be subject to the provisions of (a) and (b) below.

ARTICLE 14: APPOINTMENT OF LIBRARIANS

CATEGORIES OF APPOINTMENT:

14.2 Provisional Appointment:

14.2.1 A Provisional Appointment has a 2 year term. A Member holding a Provisional Appointment shall be considered for a Candidacy Appointment in accordance with 14.3.

14.2.2 A Librarian I shall hold a Provisional Appointment, before being considered for a Candidacy Appointment.

14.2.3 After 6 and 12 months of service in a Provisional Appointment, a Member's performance shall be reviewed by the Member's supervising Associate University Librarian, otherwise by the University Librarian. The Member shall be provided with the written performance review(s) within 5 days of each evaluation, and a copy of the review(s) shall be forwarded to the University Librarian and placed in the Member's Official File.

14.2.4 After 15 months service, the Member shall be notified by her/his supervising Associate University Librarian, otherwise by the University Librarian of the procedures for application for a Candidacy Appointment. The Member is entitled to be considered for a Candidacy Appointment, and within 40 days of the receipt of the notice above, the application including a curriculum vitae and other such documentation as the Member considers relevant, shall be made in writing to the Temporary Chair of the LAP Committee. At the same time, the Member shall forward a copy of the letter of application to his/her supervising Associate University Librarian, if applicable, and the University Librarian for information. .

14.2.5 Within 20 days of the Librarian Member's application, the Librarian Appointment and Promotion [LAP] Committee, as specified in 14.8, and the supervising Associate University Librarian, if applicable, shall make a recommendation to the University Librarian on the granting of a Candidacy Appointment.

14.2.6 Within 20 days of receipt of the recommendation of the LAP Committee, the University Librarian shall make a recommendation on the suitability of the Member for a Candidacy Appointment, and shall forward his/her own recommendation along with the recommendation of the Librarian Appointment and Promotion Committee and the supervising Associate University Librarian, if applicable, to the Vice-President: Academic.

14.2.7 Within 20 days of receipt of the recommendations, as per 14.2.6, the Vice-President: Academic shall notify the Librarian Member whether or not a Candidacy Appointment has been granted. In the event that a Candidacy Appointment is denied, the Vice-President: Academic's notification to the Member shall give written reasons for the denial.

14.8 Librarian Appointment and Promotion [LAP] Committee:

14.8.1 By September 15 of each academic year, the librarians-in-council shall elect members to the Librarian Appointment and Promotion [LAP] Committee. The size of the Committee, quorum, the chair, and the method of election shall be determined by the librarians-in-council, provided that:

(a) all members of the Committee shall be Librarian Members with Continuing Appointments except as provided for in 16.5.4;

(b) the Committee shall consist of at least five (5) members;

(c) Members on leave of absence of 4 months or more shall not be eligible for election to the LAP Committee. In the event that an elected member is unable to carry out required Committee responsibilities, or has a declared conflict of interest, the librarians-in-council shall meet to elect a replacement for the remainder of the term of the office.

14.8.3 The LAP Committee's recommendations on applications for Continuing Appointment and on candidates for promotion in rank shall be made in writing to the University Librarians' Continuing Appointment and Promotion Committee pursuant to 16.5. The LAP Committee's recommendations on Provisional, Candidacy, Limited Term, and Department Head Appointments, including applications for Joint or Cross Appointments, shall be made in writing to the University Librarian and the Member's supervising Associate University Librarian where applicable, pursuant to 14.9.

14.9 Initiating and Recommending Appointments:

14.9.1 In assessing staffing needs of the professional librarian component of the Library staff, the University Librarian shall consult with the librarians-in-council, but the final decision in the establishment of librarian positions shall be that of the Vice-President: Academic upon consideration of recommendations of the librarians-in-council and the University Librarian.

14.9.2 When it has been determined by the Vice-President: Academic that a librarian appointment is to be made, the librarians-in-council shall recommend to the University Librarian the qualifications and experience required for the position. The University Librarian, after having considered the librarians-in-council's recommendation, shall authorize and institute the search.

14.9.3 A copy of the approved description of the position shall be sent by internal mail to all Librarian Members, and to the Association for posting.

14.9.4 Appointments of Members shall be made only after the University has advertised the positions internally by a posting in the academic unit and on the University's web-page, and externally in appropriate publications which shall include CAUT Bulletin and the Canadian Library Association's Feliciter so far as publication schedules and policies permit. When the deadlines for applications for posted positions require it, advertisements in these and other external publications may be made through on-line postings only.

14.9.5 Applications shall be sent to the Member's supervising Associate University Librarian, otherwise to the University Librarian, who shall forward them to the Chair of the LAP Committee.

14.9.6 Within 15 days of the posted application deadline, the LAP Committee shall meet to review the applications. When a Librarian Member applies for a position, the Member's supervising Associate University Librarian, otherwise the University Librarian shall request a copy of the Member's Official File, which shall be

forwarded to the Chair of the LAP Committee as part of the applicant's documentation within 10 days of the posted application deadline.

14.9.7 Where appointments must be made urgently for sound academic reasons exceptions to 14.9.4 may be authorized by the Vice-President: Academic upon the recommendation of the LAP Committee and the University Librarian. When this exceptional practice is authorized, the Vice-President: Academic shall, within 5 days, inform the Association in writing giving reasons for the exception.

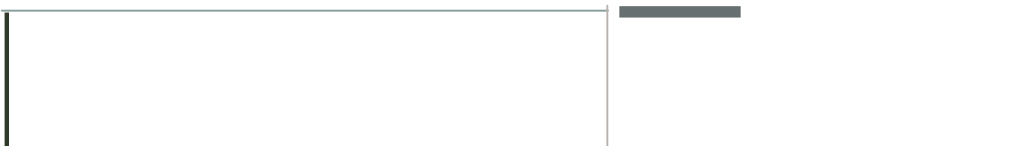
14.9.8 In exceptional circumstances, where there is a fully qualified Librarian Member on a Limited Term Appointment currently in the employ of the University, the LAP Committee and University Librarian may recommend a Provisional, Candidacy or Continuing Appointment without a search to the Vice-President: Academic. Both the University Librarian and the Vice-President: Academic shall consider and make recommendations on a case by case basis according to the qualifications of the individual candidate. When the Vice-President: Academic denies such an appointment, he/she shall inform the University Librarian and LAP Committee in writing giving reasons for the decision, copied to the Association. In If the Vice-President: Academic authorizes the appointment without a search, he/she shall, within 10 working days, of receiving a signed Letter of Appointment, inform the Association in writing giving reasons for this exception to 14.9.4. If a search is undertaken, the Member shall be placed on the short-list and interviewed for the appointment.

14.9.9 After consultation with the University Librarian, and if applicable the supervising Associate University Librarian, the LAP Committee shall assess applications and draw up a short list. Prospective candidates shall be interviewed by the CommitteeL afHi the University Librarian, and the supervising Associate University Librarian where relevant. Each internal candidate shall be interviewed by the LAP CommitteeL afHi the University LibrarianL and the supervising Associate University Librarian where relevant.

14.9.10 Under the direction of the Chair of the LAP Committee the appointment process shall follow the guidelines for fairness and equity in appointments set out in the letter of understanding of May 28, 2009. In assessing candidates, consideration shall be given to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, and to the record of professional and other relevant experience. The assessment shall be made objectively on sound academic grounds.

14.9.11The LAP Committee shall submit its recommendation of a rank-ordered short list of candidates to **the supervising Associate University Librarian, otherwise to** the University Librarian, which shall include a summary of the assessment made on the character and quality of the degrees held and the record of professional and other relevant experience. The supervising Associate University Librarian, if applicable, shall forward his or her own recommendation along with the recommendation of the LAP Committee to the University Librarian. The University Librarian shall forward his/her own recommendation along with the recommendations of the LAP Committee and the supervising Associate University Librarian, if applicable, to the Vice-President: Academic who shall make the final decision. The Vice-President: Academic shall not make any appointment of a Librarian Member including renewal or extension of an appointment without the recommendation of the LAP Committee.

14.9.12 If appropriate procedures have not been followed, or if no suitable candidate is found, the Vice-President: Academic shall direct the University Librarian to reinstitute the search in accordance with the provisions of this Article 14.



ARTICLE 16: PROMOTION AND CONTINUING APPOINTMENT OF LIBRARIANS

16.2 The University Librarians' Continuing Appointment and Promotion Committee:

16.2.1 The ULCAP Committee is chaired by the Vice-President: Academic, and reports its recommendations on specific Continuing Appointment and promotion cases through the President to the Board of Governors.

16.2.2 The ULCAP Committee shall be elected annually by the University Faculty Council, and it shall serve for the period commencing July 1, and shall have the following composition:

(a) the Vice-President: Academic who shall be chair;

(b) the University Librarian;

(x) one Associate University Librarian;

(c) two tenured Faculty Members elected by the University Faculty Council;

(d) subject to 14.8.1(d) and (e), four full-time Librarian Members holding Continuing Appointments elected by the University Faculty Council;

(e) alternative members to substitute for the particular case where a member of the Committee is unable to carry out required Committee responsibilities, or has a declared conflict of interest, shall be selected as follows:

(i) for faculty positions on the Committee, one tenured Faculty Member elected by the University Faculty Council;

(ii) for librarian positions on the Committee, one Librarian Member holding a Continuing Appointment elected by the University Faculty Council.

16.5 Procedures for Continuing Appointment and Promotion for Librarians:

16.5.1 No later than 5 months prior to the termination of the Candidacy Appointment, the University Librarian shall initiate the process by notifying the Member, the LAP Committee, the Vice-President: Academic and the Association of the forthcoming Continuing Appointment hearing. The notification shall advise the Member of the date of application.

16.5.2 Applications for Continuing Appointment and promotion shall be made in writing by the Member, and sent to the Member's supervising Associate University Librarian, otherwise to the University Librarian. The application shall be accompanied by a curriculum vitae, and such other documentation as the Member considers as evidence of fulfilment of the criteria specified in 16.6. The Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in 16.6. Within 10 working days of receipt of the

application for Continuing Appointment or promotion, the Member's supervising Associate University Librarian, otherwise the University Librarian shall forward to the Chair of the LAP Committee the application, supporting documentation, and a copy of the Member's Official File.

16.5.7 Within 5 working days of taking a vote, and no later than 60 days (for applicants for promotion to Librarian IV) or no later than 30 days (for all other applicants) from the receipt of the application by the LAP Committee as per 16.5.2, the chair of the LAP Committee shall inform the Member of the Committee's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for Continuing Appointment and promotion listed in 16.6. At the same time, the chair shall forward a copy of the recommendation to the supervising Associate University Librarian and the University Librarian for information.

ARTICLE 17: LEAVES

17.3 Librarians' Academic and Professional Leave:

17.3.1 Academic and Professional Leaves are to serve the objects and goals of the University by providing Librarian Members with a regular opportunity to engage in scholarly and professional activities away from regular duties, at intervals frequent enough to enable them to maintain and enhance their professional effectiveness. The purposes for which an Academic and Professional Leave may be granted are the following:

- (a) the acquisition of experience in an area related to his/her responsibilities;
- (b) the development of new areas of specialization;
- (c) the enrichment of his/her academic or professional knowledge.

17.3.2 Librarian Members are entitled to apply for Academic and Professional Leave, and are eligible to be on Academic and Professional Leave after the following periods of service. A Librarian Member first becomes eligible for a twelve-month or a six-month Academic and Professional Leave after six years of full-time credited academic service at the University, including credited years of service upon appointment. Thereafter, a Librarian Member becomes eligible for a twelve-month Academic and Professional Leave after the completion of 6 years of full-time credited service at the University since the end of the last Academic and Professional Leave, or a six-month Academic and Professional Leave after the completion of 3 years of full-time credited service at the University since the end of the last Academic and Professional Leave. The scheduling of leaves shall be subject to agreement between the Librarian Member and the University Librarian.

17.3.5 Any leaves must be taken in an orderly sequence to be determined by the University Librarian in order that adequate staffing requirements in the library will be met. Any deferral of a Member's Academic and Professional Leave shall be subject to 17.3.4 and 17.3.12.

17.3.6 If all or part of the work of a Librarian Member on leave is reassigned, the workload of the Member(s) undertaking the reassigned duties shall be consistent with 19.1.6, 19.1.7 and 19.2.

17.3.7 To apply for an Academic and Professional Leave, a Librarian Member shall submit an application to the University Librarian at least 6 months before the proposed commencement of a leave.

17.3.8 Application for Academic and Professional Leave shall be made in writing and the applicant must present a proposal that identifies the scholarly and professional purposes and activities of the leave being proposed, its potential benefit to the Librarian Member, and the most likely outcome of the proposed activities. The application shall include:

- (a) the starting date and length of the proposed leave;
- (b) an outline of the work or studies the applicant intends to undertake during the proposed leave;

(c) a statement of how the proposed scholarly or professional activity is likely to provide benefits to the applicant and to the University;

(d) a curriculum vitae;

(e) disclosure of any employment relationship which the applicant anticipates taking or entering into during the leave period;

(f) any other information the applicant wishes to have considered.

17.3.9 Should the University Librarian decide to recommend that an Academic and Professional Leave be denied, he/she shall write to the Librarian Member, with a copy to the Association, giving reasons for this recommendation. The University Librarian shall give the Librarian Member an opportunity to respond in writing and/or in person, and the Librarian Member shall have the right to be accompanied by a Member of his/her choice. The University Librarian transmits his/her recommendation to the Vice-President: Academic for action.

17.3.10 The University Librarian shall submit the application for Academic and Professional Leave to the Vice-President: Academic together with a letter of appraisal from the University Librarian with a recommendation as to whether or not the proposed Academic and Professional Leave should be granted.

17.3.11 In arriving at a decision to approve or not to approve an Academic and Professional Leave application, the Vice-President: Academic should base his/her decision on:

(a) the application;

(b) the report of the University Librarian as provided for under 17.3.10; and the Librarian Member's Official File including the report filed after the previous academic and professional leave under 17.3.22, if applicable;

(c) the merits of the proposed Academic and Professional Leave project as it relates to the objectives set out in 17.3.1 and its value to the professional development of the Librarian Member.

17.3.13 The Librarian Member shall be notified of the granting, denial or deferral of an Academic and Professional Leave within two months of making the application for the leave to the University Librarian. Should the Vice-President: Academic decide to deny or defer the Academic and Professional Leave, the notification to the Librarian Member, with a copy to the Association, shall include reasons for the decision.

17.3.14 Once an Academic and Professional Leave has been granted, it is expected that the Librarian Member will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the Librarian Member. A request to cancel or delay an Academic and Professional Leave by a Librarian Member shall be made in writing to the University Librarian and copied to the Vice-President: Academic. All requests to cancel or delay an Academic and Professional Leave shall be made by the Librarian Member as soon as reasonably possible. Such requests shall not be unreasonably denied.

17.3.19 A Librarian Member on Academic and Professional Leave may accept a study grant but may not normally hold a paid position. If he/she is offered such a position, he/she shall not accept it without prior written approval of the University Librarian.

17.3.22 A Librarian Member, having completed an Academic and Professional Leave, shall submit a written report on the work accomplished to the University Librarian, with a copy to the Vice-President: Academic within 60 days following the Librarian Member's return to library service.

17.3.23 A Librarian Member shall remain a full-time employee of the University during the period of the Academic and Professional Leave and should return to the University for one year following the academic year in which the Academic and Professional Leave was taken.

17.3.24 A Librarian Member may, s Subject to the approval of the Member's supervising Associate University Librarian, otherwise of the University Librarian, a Member may have time free from library duties during normal working hours in order to enrol in or audit a course at the University for reasons of self-enrichment. The Librarian Member shall make up time released from library duties according to a schedule mutually agreed upon by the Member and her/his supervising Associate University Librarian, otherwise the University Librarian-af!€1. the Member.

17.3.25 A Librarian Member may apply to his/her supervising Associate University Librarian, otherwise to the University LibrarianL for release time from normally scheduled duties in order to take a course or courses of study, attend a conference, seminar or workshop for the benefit of improved library service. Release time to attend such meetings or courses shall be counted as part of the Librarian Member's normal workload. Librarian Members shall receive, subject to approval of the University Librarian reimbursement for tuition fees, book costs, and travel expenses subject to the approval of the Member's supervising Associate University Librarian, otherwise of the University Librarian.

17.4 Compassionate Leave:

17.4.1 Members are entitled to Compassionate Leave with full pay for periods up to 5 days in the case of illness or death in the Member's immediate family.

17.4.2 Members shall give reasonable notice of need for such leave to the Dean, University Librarian, or equivalent administrative officer, through the Department Chair or Coordinator, where appropriate. Notification may be made by telephone, e-mail or fax, when it is not reasonable to otherwise discuss the matter with the Department Chair or equivalent in person.

17.4.3 Compassionate Leave with full pay and benefits for periods longer than 5 days may be granted by the Dean, University Librarian, or equivalent administrative officer.

17.5 Personal Leave:

17.5.2 Members shall give reasonable notice of need for such leave to the Deari, University Librarian or equivalent administrative officer, through the Department Chair or Coordinator, where appropriate. Notification may be made by telephone, e-mail or fax when it is not reasonable to otherwise discuss the matter

with the Department Chair or equivalent in person. The University may require documentation from a medical doctor, placement notice from an adoption agency, or other equivalent appropriate documentation when considering a request for Personal Leave.

17.5.3 Personal leave with full pay and benefits for periods longer than 3 days and up to one month may be granted by the Dean, University Librarian or equivalent administrative officer subject to arrangements being made for completion of a Member's work at no additional cost to the University. Such request shall not be unreasonably denied.

17.7 Sick Leave:

17.7.1.3 A Member unable to attend to his/her duties because of illness or accident shall advise his/her Chair (or equivalent), or where appropriate, the supervising Associate University Librarian, otherwise the University Librarian, promptly and the Member shall, upon request, produce medical evidence, satisfactory to the University, of such illness or accident.

17.9 Vacation Entitlement and Holidays:

17.9.1.5 Members may take their vacation at any time provided that:

(b) in the case of Librarian Members, the Member has indicated the dates of vacation to his/her supervising Associate University Librarian, otherwise to the University Librarian, in advance and has obtained the University Librarian's approval from the supervising Associate University Librarian or University Librarian for same;

(c) vacations at other times shall be arranged only with the approval of the Dean, or where appropriate, the supervising Associate University Librarian or University Librarian, in advance.

17.9.1.8 Vacation Entitlement shall not be cumulative and shall expire at the end of the Vacation Entitlement Year for which the entitlement was earned. Exceptions may be approved by the Dean or, where appropriate, the University Librarian, whereby Members may carry over a maximum of 10 vacation days into the next Vacation Entitlement Year.

ARTICLE 19: LIBRARIAN MEMBERS' DUTIES, RESPONSIBILITIES AND WORKLOAD

19.1 Duties and Responsibilities:

19.1.6 The University Librarian and the Associate University Librarians shall ensure that the workload of Librarian Members shall be allocated in a fair and equitable manner. The Associate University Librarians are responsible for assigning workload of Librarian Members within their organizational areas. Associate University Librarians shall submit to the University Librarian for approval a proposal for assigned workload for each Member. The variables to be considered when assigning workload include, but are not limited to the following:

- (a) the needs of the Library;
- (b) the professional expertise and experience of the Member;
- (c) the Member's committee responsibilities, scheduled contact hours or tasks, and liaison activities;
- (d) the Member's scholarly and professional activity; and
- (e) the terms of the Member's appointment.

19.1.7 When the University Librarian or supervising Associate University Librarian proposes any significant changes in duties and responsibilities of a Librarian Member, the University Librarian or supervising Associate University Librarian shall first consult with the Member with a view to reach agreement on the proposed changes. If a significant change in the Member's workload is implemented, the revised workload shall be in accordance with 19.1.6.

19.1.8 If the University Librarian or supervising Associate University Librarian(s) proposes a significant change in the distribution of assigned work among two or more Librarian Members, or proposes changes which affect the assignment of Members to departments in the Library, the University Librarian or supervising Associate University Librarian(s) shall send a written proposal describing these changes to the librarians-in-council, and invite the librarians-in-council to comment and make recommendations. If such changes are implemented, any changes in Members' assigned workload shall be in accordance with 19.1.6.

19.1.9 Members engaged in research projects or scholarly studies have the right to apply for University support in the form of financial assistance, use of University facilities, and/or leaves of absence.

19.1.10 In support of Librarians' Scholarly and Professional Activity, the University shall enable Librarian Members, who hold Provisional, Candidacy or Continuing Appointments, on full salary and within their regular workload, to pursue approved research projects or professional development opportunities.

19.1.11 To apply for time for a research or professional development project, a Librarian Member shall submit to her/his supervising Associate University Librarian, otherwise to the University Librarian a written proposal describing the project and the time required for it. Within twenty (20) working days, the Member's supervising Associate University Librarian, otherwise the University Librarian shall respond to the Member in writing stating whether the application is approved or denied. In the case of denial, there shall be a written statement of reasons.

19.1.12 When such a proposal is approved, the University shall provide release from normal responsibilities. Such release from normal responsibilities shall be scheduled by mutual agreement between the Librarian

Member and the Member's supervising Associate University Librarian, otherwise the University Librarian. Within a contract year, the maximum release time for such projects shall be 22 days.

19.2 Librarians' Workload:

19.2.1 A Librarian Member's normal workload shall consist of duties and responsibilities specified in Article 16 and 19, and shall be performed within an average work week of 35 hours which includes evening and/or weekend service.

19.2.2 Hours of work shall be scheduled equitably, after consultation between a Member and his/her supervising Associate University Librarian, otherwise the University Librarian and Members. One evening every two weeks and two weekend days per term shall be the limit of an individual Member's assigned service in the evenings or on weekends, unless otherwise stated in the letter of appointment, or mutually agreed to by the Member and his/her supervising Associate University Librarian, otherwise the University Librarian and the Member. Subject to the needs of the Library within the average of a 35 hour work week under 19.2.1, daily hours of work may be flexible. Upon written request in advance to her/his supervising Associate University Librarian, otherwise to the University Librarian, a Member may propose a schedule in which some of his/her duties are performed off campus. In reviewing such requests the supervising Associate University Librarian or the University Librarian as applicable, shall consider the needs of the Library and such requests shall not be unreasonably denied.

19.2.3 For hours worked in excess of the normal 35 hour work period, and when such excess work has been approved by the Member's supervising Associate University Librarian, otherwise by the University Librarian, Members shall be compensated by the equivalent time off.

19.4 Annual Report of Activities

Each Librarian Member shall submit to the University Librarian, copied to the supervising Associate University Librarian where appropriate, an Annual Report of Activities by May 5th of each year. The Annual Report shall include a statement of activities for the period from the previous May 1 to April 30. The Annual Report, which shall be completed on a standardized form supplied by the University Librarian, shall include the following information:

- (a) professional practice in the University Library;
- (b) academic and community service within the University;
- (c) scholarly and/or professional activity.

21.6 Department Heads in the Library

21.6.1 Department Heads in the Library have administrative responsibilities, coordinating functions, and supervisory responsibilities for non-academic staff in the University Library. Subject to 21.6.2 below, each department in the Library shall have a Department Head.

21.6.2 Any changes to the administrative organization of the University Library involving changes to the number or allocation of Department Head positions, or alternative arrangements for the administration of departments, shall be subject to the agreement of the University Librarian and the librarians-in-council.

21.6.6 Each Department Head in the Library shall have a workload that is consistent with the provisions of 19.2. If the acceptance of a Department Head position results in a change to a Librarian Member's responsibilities, the Member shall be entitled to a reduction in his/her existing duties in recognition of the additional administrative workload. The form of this reduction shall be mutually agreed upon by the Librarian Member and the Member's supervising Associate University Librarian, otherwise the University Librarian.

21.6.7 The term of a Department Head shall normally be for a five year period, and may be renewed. Sixty days prior to the appointment coming to term, a Member holding a Department Head position shall inform the University Librarian and supervising Associate University Librarian, where applicable, in writing if he/she wishes to seek renewal or wishes to resign from the position of Department Head. Within 10 days of receiving this notice, the University Librarian shall advise the LAP Committee to review the performance of the Department Head, or if the Member does not seek a renewal of the position, to conduct a search pursuant to 21.6.5.

21.6.8 Within 20 days of receiving the notice under 21.6.7, the LAP Committee shall review the performance of the Member seeking renewal and make a recommendation to the University Librarian whether or not the appointment should be renewed for another term.

21.6.9 Within 10 days of receiving the recommendation under 21.6.8, the University Librarian shall inform the Member and the LAP Committee whether or not the appointment is to be renewed. If the LAP committee makes a recommendation against renewal and the University Librarian accepts this recommendation, or if the University Librarian denies a positive recommendation from the LAP Committee, the University Librarian shall provide the Member and the LAP Committee with a written statement of reasons.

ARTICLE 27: GRIEVANCES AND ARBITRATION

27.5 Informal Stage:

27.5.1 A Member who has any dispute or difference arising out of the application, interpretation, administration or alleged violation of the provisions of this Agreement may arrange a meeting with the appropriate Dean/University Librarian or Associate University Librarian to explore possible resolutions. The Member has the right to be accompanied by an Association representative at the meeting. Nothing in 27.5.1 and 27.5.2 prevents the Member from proceeding directly to the grievance procedure.

27.5.2 If the dispute or difference is resolved at this step, the Member, the Dean, ~~Gf~~the University Librarian the relevant Associate University Librarian has the right to have the agreed resolution put in writing and countersigned by all parties, in which case a copy shall be provided to the Association. Such resolution shall be without prejudice or precedent with respect to any future disputes.

27.6 Steps in the Formal Grievance and Arbitration Procedures:

27.6.1 Step 1:

27.6.1.1 If the Informal Stage is unsuccessful in resolving the dispute or difference or the Member did not use the Informal Stage, the Association may present a formal grievance to the Dean/University Librarian.

27.6.1.2 The Association shall, within 20 working days of the date on which the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later, present a formal grievance to either the griever's Dean, or the University Librarian. A formal grievance shall be in writing signed by the grievor(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

27.6.1.3 No later than 10 working days following the receipt of the grievance, the Dean/University Librarian or representative shall meet with the Association Grievance Officer, and shall make every reasonable attempt to resolve the grievance. At the option of the Association, the grievor may be present at this meeting.

27.6.1.4 If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Association Grievance Officer and the Dean, or the University Librarian or representative within 7 working days after the date of the first meeting specified in 27.6.1.3. The Dean or University Librarian shall, within 3 working days after the date on which the settlement was countersigned, forward a copy of the settlement to the Association and to the grievor. Such settlement shall not constitute a precedent to be used against the University, the Association, or any other Member.

27.6.1.5 In the event that the Association Grievance Officer and the Dean or University Librarian, as the case may be, cannot resolve the grievance within 10 working days after the date of the first meeting specified in 27.6.1.3, then the Dean or University Librarian, as the case may be, shall within 3 working days after the expiration of this period, forward in writing to the Association Grievance Officer reasons for denying the grievance with a copy to the Association and to the grievor.

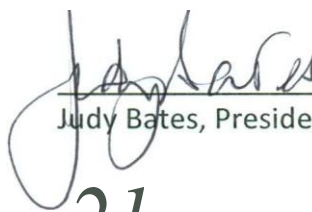
The parties agree to the amendments to the *Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians {2011-2014}* to reflect the exclusion of Associate University Librarian from the bargaining unit, as negotiated by the Joint Liaison Committee and agreed to on January 23, 2013,

For the University



Max Blouw, President, WLU

For WLUFA



Judy Bates, President, WLUFA

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