



UNIVERSITÉ
BISHOP'S
UNIVERSITY

COLLECTIVE AGREEMENT FOR LIBRARIANS

BISHOP'S UNIVERSITY

JULY 2016 – JUNE 2020

Collective Agreement - Librarians

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1.00 PREAMBLE

The Association des Professeurs/seures de Bishop's University, Librarians' Section and the Corporation of Bishop's University recognize that the function of the University is to advance learning and to disseminate knowledge, through teaching, through scholarship, through other creative activities, and also through service to the community. It is recognized that the efficient fulfillment of these purposes requires the University community to apply the soundest intellectual judgments and ethical ideals in its own practices and in the nurture and care of its own resources. The Association and the Corporation of Bishop's University agree to cooperate in the promotion of these purposes by endeavouring to create and maintain harmonious relationships within the University.

The purpose of this Agreement is to establish the rights and corresponding responsibilities of the Corporation, of the Association, and of the individual university librarians, in matters covered by this Agreement, in order that the purposes of the University may be achieved.

2.00 DEFINITIONS

2.01 "Corporation"

means "Bishop's University", which was incorporated under the name "Bishop's College" by the Act 7 Victoria, chapter 49 and amendments thereto.

2.02 "APBU"

for the purposes of this agreement, "APBU" shall mean both the Faculty and the Librarian sections of the Association des professeurs/eures de Bishop's University.

2.03 "Association"

means the Association des Professeurs/seures de Bishop's University, Librarians' Section.

2.04 "Member"

means an employee as defined in the Labour Code and covered by this agreement in accordance with the Certificate of Fusion issued by the Bureau du Commissaire général du travail of the Province of Québec, dated November 12, 1992.

2.05 "Full-time Member"

means any employee who regularly works the number of hours as defined in Article 12.00

2.06 "Part-time Member"

means an employee who on a regular basis, works a fixed number of hours which is less than the regular work week as defined in Article 12.00

2.07 "Academic year"

the words "Academic year" shall mean the period from July 1st of one year to June 30th of the following year.

2.08 "Board of Governors"

Hereafter in this Agreement the words "Board of Governors" shall mean that body vested with the overall management and oversight of Bishop's University, as established by Division I, Section 1 of the Statutes of Bishop's University.

3.00 MANAGEMENT RIGHTS OF THE CORPORATION

Subject to the provisions of this Agreement and to the provisions of the Statutes of Bishop's University, the Association acknowledges the right of the Corporation to operate and manage Bishop's University, and to exercise all the powers, authorities, rights, and privileges conferred on the Corporation of Bishop's University by the Act 7 Victoria chapter 49 and amendments thereto, or by any other Act or its regulations.

The employer acknowledges its responsibility to exercise its managerial functions in a manner that is fair and reasonable, and subject to the provisions of this collective agreement.

4.00 INTELLECTUAL FREEDOM AND INTELLECTUAL PROPERTY

4.01 Intellectual Freedom

The Corporation and the Association acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, the parties agree to abide by the principles of intellectual freedom as expressed in the following statement. Intellectual freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate, and comment without deference to prescribed doctrine, as well as the right to criticize the University, the Corporation and the Association in a lawful and nonviolent manner, and to criticize society at large. Specifically, and without limiting the above, intellectual freedom entitles Members to: (a) freedom in carrying out their activities as librarians; (b) freedom in pursuing research and scholarship and in publishing or making public the results thereof, and (c) freedom from institutional censorship. Intellectual freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of an individual. Rather, intellectual freedom makes such commitment possible. The right to intellectual freedom carries with it the duty to use that freedom in a responsible way.

4.02 Intellectual Property

In recognition of the Corporation's commitment to scholarship, including teaching, research, and publication activities, the Corporation agrees that Members have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own. The creator is free to publish or use other means to place the intellectual property in the public domain. The Corporation and the Association agree that Members have no obligation to seek patent or other legal protection for the result of their work or to modify research to enhance patentability. No creator is obliged to engage in commercial exploitation.

4.03 The Corporation shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member.

4.04 Copyrights

The Corporation agrees that it has no interest in and makes no claim to copyrights of any Member in print media (books, articles and similar material). The Corporation therefore waives, disclaims, and abandons any and all rights in such copyrights.

4.05 Copyrights in Works of Art

The Member(s) who is the maker of any work of art such as painting, sculpture, music, films, recorded works of art, and the like, shall retain the copyright therein, and the Corporation, therefore, agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), all rights in such work of art.

4.06 Copyrights in Lectures and Laboratory Notes

The Corporation hereby agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), any and all rights in the copyright(s) to lectures and laboratory notes produced by the Members in any media, recognizes that the Member is the sole copyright holder in his/her lectures and laboratory notes, and will give every reasonable assistance to Members to prevent publication, recording, or broadcasting of lectures not authorized by the Member(s) concerned. Notwithstanding the above, a Member may not sell his/her lecture and/or laboratory notes to students at a profit.

4.07 Copyrights on Computer software

The Corporation hereby waives, disclaims and abandons all rights in the copyrights of Computer Software developed by Members.

4.08 With the exception of the items designated in 14.03, 14.04, 14.05 and 14.06 above, Members and the Corporation shall conform to the following policy on intellectual property in matters relating to the consideration of intellectual property for patent protection and/or its potential commercialisation.

- a) By filling in the University's Disclosure Form all Members will be required to divulge in writing any intellectual property to the Corporation arising out of research accomplished at the University indicating, at that time, whether or not they wish to proceed with patent protection and/or commercialisation.
- b) Should a Member wish to proceed with patent protection, the Corporation shall be obliged to evaluate the divulged intellectual property and inform the member in writing whether or not the Corporation wishes to proceed with the protection of the divulged intellectual property. This analysis shall occur within four months of the disclosure.
- c) Should the Corporation decline to proceed any further, the Corporation shall inform the Member that the Corporation waives, disclaims and abandons any and all rights in such divulged intellectual property.
- d) Should the Corporation wish to proceed further with patent protection of the divulged intellectual property and the Member wishes patent protection in order to make the intellectual property within the public domain, the Member shall cede intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor/creator of the idea and such status can never be removed or denied by the ceding of intellectual property to the Corporation.
- e) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, the Member shall cede the divulged intellectual property to the Corporation. However, the Member shall continue to be recognized as the sole inventor/creator of the idea and such status can never be removed or denied by the ceding of the divulged intellectual property to the Corporation or to any other party. Further, should the University wish to sign a licensing agreement based on this divulged intellectual property, the University would not do so without the inventor signing the University's Contract License Agreement.
- f) Should a Member and Corporation decide to proceed with the patent protection of the divulged intellectual property and its further commercial development, and should any net profits be generated from

commercial development, such net profits shall be apportioned to the Corporation and the Member in the following manner: the Member shall receive the first \$10,000 and, thereafter, equal amounts shall be apportioned to both parties.

5.00 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

5.01 Recognition

The Corporation recognizes the Association as the sole official representative and exclusive bargaining agent of Members regarding matters governed by this Agreement.

5.02 Representation

In matters covered by this Agreement, the Corporation shall not bargain with nor enter into any agreement with a Member or group of Members other than those designated by the Association. Neither shall the Corporation meet with any Member or group of Members undertaking to represent the Association without the proper authorization of the Association. In representing a Member or group of Members an elected or appointed representative of the Association shall be the spokesperson. In order that this may be carried out, the Association shall supply the Corporation with the names of its officers and negotiators.

5.03 No Discrimination

a) The Corporation recognizes its responsibility to provide a work milieu that is free of harassment and one in which all Members are treated with respect and dignity. The Corporation and the Association agree that any University policy on harassment shall be applied to Members in a manner consistent with the Collective Agreement.

b) In addition to the foregoing, the Association and the Corporation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Member in respect to salaries, benefits, pension, appointments, rank, promotion, tenure, dismissal, sabbatical or other leaves, or any other terms and conditions of employment by reason of age, race, creed, colour, national origin, political or religious activity and affiliation or belief, sex, sexual orientation, gender identity/expression, marital status and/or family relationship, physical or mental disability, or membership and activity in the Association.

In addition, Members with a physical or mental disability (permanent or temporary) have the right to accommodation, up to undue hardship, including modification of an existing accommodation. Notwithstanding the above, no individual within the University Community shall infringe the rights, academic or otherwise, of other individuals within that Community.

5.04 University Services

The Corporation agrees to provide without charge to the Association:

a) The same office as the APBU.

b) The use of suitable rooms for meetings of the Association according to established procedures for the reservation of rooms.

c) The Association shall have the right to use all of the normal University services as provided for Members, including secretarial and duplicating services, with the understanding that the business of the Association shall be given the same priority as library correspondence. These services shall be supplied at the Association's expense and shall be billed as necessary.

5.05 Access to the University

The Association shall have the right at any time to invite representatives of the Canadian Association of University Teachers (CAUT) and of the Fédération québécoise des professeures et professeurs d'Université (FQPPU) and legal counsel and other advisors to enter the University for the purpose of consultation with the Association. Such representatives and legal counsel shall be permitted to enter the University property for such consultations.

5.06 A Member is required to join the Association as a condition of employment.

5.07 Dues remittance

The Corporation shall deduct Association dues or their equivalent every two weeks from the salary of each Member within thirty (30) days of learning from the Association the amount to be deducted. The Corporation shall remit to the Association, within seven (7) days of the date deductions are made, a cheque payable for the total amount deducted, together with a list in duplicate of all Members showing the salary and the amount deducted. A statement of the cumulative amount deducted shall be sent at the end of the financial year.

The amount to be deducted by the Corporation may not be modified more than once in any six (6) month period, and such modification shall take effect as of the second salary date following the receipt by the Corporation of a written notice of the new deductions.

5.08 Information

The Corporation agrees to provide the Association on request and within seven (7) days, unless otherwise agreed upon by the Corporation and the Association, the following information:

- a) names, status and salaries of all the Members;
- b) a list of recently appointed Members, with their status and salaries, and copies of all accepted letters of appointment;
- c) cost of benefits;
- d) actuarial reports of the Pension Plan.

5.09 The President of the APBU, if she/he is a university librarian, shall have a right to a reduction of one third (1/3) of the normal thirty five (35) hour weekly workload per academic year while in office. This reduction of workload shall not create any additional responsibility or work for the Members of the bargaining unit.

5.10 Release time

The Corporation agrees to release one Member of the Association to engage in contract negotiations with the Corporation.

5.11 Strikes or lockouts

In accordance with the provisions of the Labour Code there shall be no strikes or lockouts during the term of the present Agreement.

5.12 Leaves from the bargaining unit

If a Member leaves the bargaining unit in order to assume an administrative position, for example, as the Assistant University Librarian, she/he may return to her/his former position or its equivalent within her/his area of expertise, without loss of any rights under this collective agreement that she/he would have acquired had she/he not taken the administrative position.

5.13 The service of a Member to committees or other bodies of the Association, the APBU, the CAUT and/or FQPPU and/or to Joint Committees established by this agreement shall be considered in performance evaluation, promotion and/or permanence.

5.14 After consultation with the Assistant University Librarian, a reasonable amount of time shall be granted to the designated representative of the Association to attend Executive meetings of the APBU and engage in any other activities required by the position. The Representative of the Association shall give reasonable notice before engaging in the activity and such activity shall not interfere with the librarian's professional primary responsibilities.

6.00 APPOINTMENTS

6.01 Authority to fill a vacancy in the full or part-time professional library staff is granted by the Corporation on recommendation of the University Librarian. When a librarian position becomes vacant or a new position is to be requested, the librarian Members shall put forth to the University Librarian a proposal outlining the type and rank of appointment that is to be filled. This proposal will then be discussed at a meeting of all the librarian Members, the department heads and the University Librarian.

6.02 The University Librarian shall take the final proposal forward to the Principal.

6.03 The University Librarian shall report back to the librarian Members on the decision of the Executive Committee. All reasonable efforts shall be made to fill vacancies promptly.

6.04 An Appointments Committee shall be struck consisting of the Assistant University Librarian and two librarian Members, nominated by the librarian Members, one of whom should be from outside the Department.

6.05 The Committee shall be chaired by the Assistant University Librarian. All Committee Members must be present to transact business.

6.06 After formal consultation with the Appointments Committee the advertisement for the position shall be prepared by the Assistant University Librarian. The advertisement must make clear the needs which the Corporation wishes to meet in authorizing the appointment. A copy of the advertisement shall be sent to the Association.

6.07 All librarians' vacancies must be posted bilingually within the University for five consecutive working days. The closing dates for receipt of applications shall be determined by the Assistant University Librarian.

6.08 When a position is posted, all internal applicants, who in the opinion of the Committee, meet the qualifications, shall be interviewed.

6.09 Candidates will be considered in accordance with the degree to which they best meet the qualifications indicated in the advertisement.

6.10 When two candidates or more are judged by the Committee to have equal qualifications, then seniority, first within the Library and thereafter within the University, will be the determining factor.

6.11 Should the position not be filled from within the University, the advertisement shall be placed by the University Librarian in appropriate academic and professional journals, and/or other electronic sources as available.

6.12 Applications will be addressed to the University Librarian who shall immediately forward them to the Chairperson of the Committee. The Chairperson will be responsible for preparing a complete set of applications received together with all supporting documentation. The Committee shall then meet and establish a short list of applicant(s). The Chairperson of the Committee shall arrange for interviews of the candidates by the Committee.

6.13 At the close of its deliberations, the Appointments Committee shall submit to the University Librarian a report containing a list of those candidate(s) it deems best qualified for the post in order of priority with supporting documentation. The Committee shall also recommend the appropriate salary step range for each candidate. The University Librarian and the Chairperson of the Committee shall negotiate with the candidates(s) in order of priority and within the restrictions as to steps in the salary scale as recommended by the Committee. They shall report the outcome of these negotiations to the Appointments Committee. The name of the accepting candidate shall be transmitted by the University Librarian to the Corporation for ratification.

6.14 In exceptional circumstances the Appointments Committee may recommend that permanence be granted upon appointment, as recommended by the Committee on Librarians Evaluation, Promotion and Permanence.

6.15 In the event that the University Librarian does not agree with the list prepared by the Appointments Committee, the University Librarian shall meet with the Committee and give a statement of reasons. If no resolution can be reached a regular appointment shall not be made at that time. A limited term appointment shall be made by the University Librarian, in consultation with the Committee, giving first and due consideration to the Committee's list, to fill the vacancy in question for a maximum period of eight months. Following this, the search procedure shall begin anew.

6.16 Each new Member shall receive a letter of appointment from the University Librarian, a copy of which shall be forwarded to the Association and to the Chair of the Appointments Committee. The letter will include only:

- (a) the date upon which the appointment takes effect;
- (b) the date upon which the appointment terminates, if applicable;
- (c) the kind of appointment as defined in Article 8.01, the step in rank and all other information concerning salary scales and economic benefits;
- (d) the Department and section of the Library to which the Member will be attached;

(e) any other recommendations of the Appointments Committee which are not conditions of the appointment;

Special conditions of employment other than those in this Agreement must be approved by the Association.

6.17 Each letter of appointment shall be accompanied by a copy of this Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

6.18 A temporary, non-permanent, limited term appointment of extreme urgency and a maximum duration of eight (8) months may be made without advertisement at the discretion of the University Librarian after consultation at a meeting which shall include the available librarian Members of the Department. All details of such appointments shall be subsequently laid before the Senate Library Committee and Board of Governors at the meetings which immediately follow such decisions.

6.19 Library Administrators

The Corporation and the Association agree that there will be full involvement and consultation of the librarian Members in the creation of future library administrative appointments and in the selection of Library administrators. The Search Committee for a University Librarian will include two (2) Members of the Association.

6.20 Employment of Non-Members

The Corporation agrees not to hire non-Members of the Association to perform the duties of Members.

7.00 PERMANENCE

7.01 The probationary period of new Members will be 120 working days within a one year period.

The Corporation reserves the right to terminate the appointment at any time during the probationary period following a recommendation by the University Librarian in consultation with the Committee on Library Evaluation, Promotion and Permanence (CLEPP).

7.02 The probationary Member is entitled to all benefits of this Agreement, unless otherwise specified. However, in case of dismissal, she/he does not have the right to the grievance procedure.

7.03 A librarian shall be considered for permanence in the third year of her/his appointment with permanence. A Member shall submit a request to the Assistant University Librarian before September 30 of the academic year in which she/he is eligible to be awarded permanence. The CLEPP shall meet to conduct business within fifteen (15) working days of receipt of the request by the Member.

7.04 The CLEPP shall make recommendations to the University Librarian concerning the renewal of a non-permanent appointment and/or the awarding of permanence.

7.05 The CLEPP shall consist of:

a) The Assistant University Librarian, who shall act as Chairperson.

- b) A Dean.
- c) Two Members.

7.06 Permanence may be awarded only if recommended by the CLEPP.

7.07 Permanence will be granted only if the librarian has a Master's degree in Library and/or Information Science from an ALA or CLA accredited library program or its equivalent in the discipline, and if it has become clear that she/he has demonstrated that the performance of her/his professional responsibilities is of a high quality.

7.08 Method of procedure of the CLEPP:

- a) All Members must be present to transact business.
- b) Any motion shall be formally voted on and to carry shall require at least three affirmative votes. All votes of the CLEPP shall be recorded.
- c) The CLEPP shall give seven days notice in writing to the Member concerned that her/his case is to be considered by the Committee with a statement of the nature of the case.
- d) A Member who is a candidate for review shall be invited to meet at least once with the Committee before it makes its decision.
- (e) the CLEPP shall keep minutes of all its meetings;
- (f) the CLEPP shall consider only evidence concerning the following criteria:
 - (i) professional qualifications, experience and activities;
 - (ii) performance of her/his professional responsibilities;
- (g) The CLEPP shall post a notice inviting submissions in writing from every Member and faculty Members or other interested parties concerning each Member to be considered by the CLEPP. No anonymous submissions shall be considered. The Member being considered has the right to receive copies of all such submissions.
- (h) If the CLEPP reaches a negative preliminary recommendation, it shall inform the Member of its recommendation within seven (7) days and provide her/him with a written statement of all the reasons. The Member shall then have the right to meet with the Committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new evidence, and to be accompanied by counsel of her/his choice. The Member may require any other individual who has made a submission to the CLEPP concerning her/his case to meet jointly with the Committee and the Member being evaluated. Not more than fourteen (14) days following notification of the preliminary recommendation shall be allowed for the use of these procedures by the Member.
- (i) The Committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-one (21) days of the notification of the Member of the preliminary recommendation, so inform the Member, the University Librarian and the Association in writing with a final and total statement of reasons for this recommendation

- (j) The Committee shall base its decision on the criteria listed in Article 9.00, on the evidence presented pursuant to this Article, and on material contained in the Librarian's official file with the University.
- (k) Within (15) days of the notification of the final recommendation by the CLEPP, the University Librarian shall inform the Member of her/his decision.
- (l) If the decision of the University Librarian is contrary to a positive recommendation of the CLEPP, she/he shall give a statement of reasons for the decision to the CLEPP, the Member and the Association.
- (m) In the event of a negative recommendation of the CLEPP, the University Librarian must concur with the CLEPP recommendation and so inform the Member and the Association.
- (n) If the University Librarian does not advise the Member of her/his decision within fifteen (15) days of receipt of the recommendation of the CLEPP, then that recommendation shall become the decision of the University Librarian.
- (o) The Member who is not satisfied with the decision may grieve the decision in accordance with Article 16.06 and 16.00. The grievance shall be heard by an arbitration board.
- (p) The arbitration board shall consist of one assessor appointed by the Association and one assessor appointed by the Corporation. Those assessors must be in the same area of expertise as the grieving Member.
- (q) By agreement of both parties, an arbitrator shall be appointed as chairperson of this arbitration board. The power of the board shall be the same as defined in Article 16.00
- (r) The parties will bear the costs of their representatives and will share equally the costs of the Chairperson of the Arbitration Board.

8.00 RANKS AND APPOINTMENTS

8.01 Appointments for librarians shall be of three kinds:

- (a) Full-time appointments with permanence: permanent appointments for an unlimited term, which can only be acquired or terminated according to the provisions of this Agreement;
- (b) Part-time appointments with permanence: appointments for an unlimited term with responsibility to work less than a full-time load but not less than one-half (1/2) that full-time load and to assume correspondingly fewer professional responsibilities. Such appointments can only be acquired or terminated according to the provisions of this Agreement;
- (c) Non-permanent, limited term appointments: appointments of an exceptional nature. These appointments will be specified in the agreement. They are for a stated term that cannot exceed a total of three consecutive years. They carry no implication that the appointee is on probation or a candidate for an appointment with permanence.

8.02 Criteria for library appointments

The principal criteria for appointment to positions at Bishop's University are academic and professional excellence. To be appointed as a university librarian, an individual must have:

- (a) an appropriate bachelor's degree and a Masters Degree in Library and/or Information Science from a graduate CLA or ALA-accredited program, or equivalent qualifications in the discipline.
- (b) potential to perform the duties assigned.

8.03 Ranks of librarians

a) Librarian I

This is the beginning career level. It assumes little or no previous experience.

b) Librarian II

This is the intermediate career level. It requires sufficient relevant experience (usually two years) as a librarian, or a 2nd Master's degree in an area appropriate to the needs of the University.

c) Librarian III

This is the career level to which all librarians should aspire and have access. It requires proven ability to perform at a high professional level and appropriate experience.

d) Librarian IV

This is the rank reserved for those who make outstanding contributions to the profession and/or academic community.

8.04 Duties and Responsibilities

The principal responsibility of librarians is to support the academic work of the University by developing, maintaining, and providing access to the Library's resources, while remaining responsive to technological development and to users' needs. In addition, librarians are expected to develop their professional knowledge, engage in research and scholarly activities, and may be asked to participate in the administration of the Library by the University Librarian. Librarians should also participate on library and other university, academic or professional committees to the extent that such other involvement does not prevent the librarians from fulfilling their principal responsibility.

9.00 PROMOTION

9.01 The CLEPP shall evaluate each Member for promotion.

9.02 A CLEPP Member shall not hear her/his own case or that of a Member of her/his family, but shall stand down and let an alternate serve.

9.03 The method of procedure of the CLEPP shall be the same as outlined in Article 7.00 (Permanence). The criteria for promotion shall be dependant on rank, as outlined in Article 9.05. A Member shall submit a request for promotion before September 30 of the year in which s/he is eligible for consideration. The CLEPP shall meet to conduct business within thirty (30) working days of receipt of the request by the Member.

9.04 A Member shall not be evaluated during a year in which she/he is on leave of absence without salary.

9.05 Promotion

(a) Librarian I to Librarian II

Schedule

The librarian at the rank of Librarian I is normally considered for promotion to Librarian II during the second (2nd) year at the rank of Librarian I.

Criteria

Evaluation criteria shall include demonstrated competence in the position as defined by the individual's job description, and also the ability to work independently and make professional decisions. If applicable, administrative knowledge and capability, demonstrated in personnel management and budget planning, shall be taken into account. Contributions to the goals of the organization of which the library is a part (e.g., participation on university committees) shall be taken into consideration.

(b) Librarian II to Librarian III

Schedule

The librarian at the rank of Librarian II may request consideration for promotion to the rank of Librarian III in the fifth (5th) and subsequent years at the rank. Promotion to Librarian III normally shall occur during the librarian's sixth (6th) year in rank. In the case of exceptional competence and performance, the onus of which is on the librarian to demonstrate, promotion may be granted after the third (3rd) or fourth (4th) year in rank. The result of the consideration for promotion shall be either to grant or deny promotion.

Criteria

The evaluation shall pay particular attention to ensure there has been successful fulfillment of duties and responsibilities as defined by the individual's job description, wherein the individual has demonstrated progress over the performance level expected for the rank of Librarian II. Contributions to the goals of the Library/University and also to the advancement of the profession through participation in professional associations and related activities also shall be considered. Contributions to the goals of the organization of which the Library is a part (e.g., participation on University committees) shall be taken into consideration.

(c) Librarian III to Librarian IV

Schedule

Promotion to the rank of Librarian IV is reserved for those who make outstanding contributions to the profession and/or the academic community. The candidate at the rank of Librarian III may request consideration for promotion to Librarian IV in the seventh (7th) and subsequent years at the rank of Librarian III. The candidate must request consideration in writing, and must demonstrate evidence of exceptional performance and outstanding contribution to the profession and the academic community. The result of the promotion consideration shall be either to grant or deny promotion.

Criteria

Criteria for evaluation shall include consistently excellent performance as Librarian III at Bishop's University or at an equivalent level at another institution. The Member shall have demonstrated continuing growth in ability to work independently, to contribute any new ideas and to accept a large amount of responsibility in defining and fulfilling the scope of job assignments. These qualities may be expressed in bibliographical, administrative, collection development, or other activities performed by librarians. A candidate's professional activities may be entirely within the library system of the home institution, or may extend to contributions to outside organizations and publications. In addition, significant contributions to the advancement of the profession, research and scholarship shall be demonstrated.

For promotion to Librarian IV, the CLEPP shall consist of at least one librarian at the rank of Librarian IV, or its equivalent, chosen by the Members.

9.06 Promotions may not be made other than in accordance with a recommendation made by the CLEPP as outlined in Article 7.00 (Permanence).

9.07 Requests for accelerated promotion should be made before Oct 15th and be accompanied by supporting evidence. The CLEPP must determine if accelerated promotion is warranted. The procedure outlined in Article 9.03 and 9.06 shall also apply in this case.

10.00 DISCIPLINARY MEASURES

10.01 A reprimand, suspension or dismissal is a disciplinary measure, which may be applied according to the seriousness or frequency of the implied infraction.

The Corporation shall not dismiss, suspend or reprimand without just and sufficient cause, for which it has the burden of proof.

10.02 Physical or emotional inability to carry out her/his reasonable duties is not ground for dismissal, unless the Member has persistently and unreasonably refused medical or other appropriate treatment. A person so afflicted shall be subject to the Sickness Leave and Disability Plans (Articles 13.03 and 22.05). After consultation with the Assistant University Librarian, and after advising the Association, the University Librarian, if she/he has reasonable grounds for belief that a Member is physically or emotionally unable to perform her/his duties, may relieve the Member of her/his duties pending medical advice, at which time an appropriate solution will be reached. The University Librarian shall write to the Member concerned, giving reasons for relief of her/his duties. During the period of such relief, the Member shall continue to receive full salary and other benefits.

10.03 Any Member called to a meeting by the Corporation for disciplinary reasons has the right to be accompanied by the Association representative.

10.04 The decision to impose a disciplinary measure after 30 days of the incident which gives rise to it or the knowledge of same by the Corporation is null and void and illegal under this Agreement.

10.05

a) No offence may be held against a Member after twelve months from its commission unless a similar offence has been committed within that time. In such case, the said offence is withdrawn from the Member's file.

b) In addition, any disciplinary report or written warning which has been decided in favour of the Member is withdrawn from her/his file.

c) The Member and the Association must receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the file; failing this, the documents may not be used as proof during an arbitration.

10.06 In all cases of disciplinary measures, the following procedure applies:

a) The reprimand, suspension, dismissal or demotion must be preceded by a meeting between the Corporation, the Association and the Member concerned.

The Member and the Association will be called to the meeting in writing.

b) During the meeting, the Corporation will indicate to the Association and the Member the grounds upon which its intention to take a disciplinary measure are based.

c) If there is an agreement between the parties, the terms of such agreement will be applied without further procedures.

d) In the event of disagreement with the Association, the Corporation may, after the meeting, proceed with the application of the decision. It will also be sent to the Member, at her/his last known address, and within three days of the start of the disciplinary measure, a written statement of the grounds for the decision. A copy of the said notice is to be sent to the Association simultaneously.

e) When there is a disagreement on the disciplinary measure between the Corporation and the Association, the Member or the Association may request an arbitration through the arbitration procedure provided in article 16.00.

11.00 HOLIDAYS AND VACATIONS

11.01 Members are entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Patriots' Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the working days between Christmas and New Year, and any other day proclaimed as a holiday by the Corporation.

After consultation with the University Librarian and providing that it does not interfere with the normal functioning of the department Members may observe their religious holy days.

11.02 After 12 months of service Members are entitled to twenty-one (21) working days vacation in each academic year up to and including fourteen (14) years of service. A Member with less than 1 year of service on July 1st is entitled to 1 3/4 days for each completed month of work for the Corporation, to a maximum of 21 working days.

Members working less than full-time (i.e., less than thirty-five (35) hours per week) will be entitled to vacation time according to the following formula:

Vacation time in days = number of hours worked per week x 21 divided by 35.

11.03 Members shall be entitled to 22 days of vacation after 15 years of service, 23 days after 20 years of service, and 24 days after 25 years of service. Any negotiated settlement with the Staff which results in the Staff's vacation clauses being more generous than the existing ones for Librarians will immediately apply to the Librarians.

11.04 A Member who, over the course of a year, has been absent for any of the following reasons will accumulate vacation credits as follows:

Sickness:

A Member who is absent from work by virtue of the provisions of the Sick Leave and Long Term Disability Plan will accumulate vacation credits during the first 6 consecutive months of her/his absence.

Work Accident:

A Member who is absent from work by virtue of a work accident will accumulate vacation credits during the first twelve consecutive months of her/his absence.

Parental Leave:

A Member will accumulate vacation credits during her parental leave.

Unpaid leave greater than one month:

A Member will be entitled to vacation credits on a pro-rated basis according to the number of months worked.

A Member who is sick more than three days during her/his vacation and who provides the Corporation with a Doctor's certificate may postpone the remainder of her/his vacation, upon agreement with the University Librarian, either to the end of her/his incapacity or to a later date agreed upon with her/his immediate supervisor.

11.05 The dates of vacation of the Member will be determined by agreement among the Members taking into account:

- o The Member's seniority at the University.
- o the preference expressed by the Member
- o the needs of the department.

The Member shall inform the University Librarian of the date of commencement and end of his/her vacation.

12.00 HOURS OF WORK AND WORKLOAD

12.01 The hours of work of librarians shall be thirty-five (35) hours per week. Since the Library recognizes the policy of flexible hours, these hours shall be scheduled fairly and equitably in accordance with the needs of the job after agreement with the Assistant University Librarian.

12.02 The parties agree that any time commitment in excess of a normal professional load is overtime. Overtime shall be approved by the Assistant University Librarian concerned. The Member may refuse such overtime.

12.03 Approved overtime worked in excess of the regular work week of thirty five (35) hours from Monday to Saturday shall be compensated at the Member's regular hourly rate including administrative stipends, if applicable, up to 35 hours per week and at time and a half for any other overtime hours. Approved overtime worked on Sundays and holidays shall be compensated at double time. Members will have the option of being compensated for this overtime in time off.

12.04 The workload of each Member shall be determined by the University Librarian in a fair and reasonable manner following consultation with the Member concerned and the Assistant University Librarian, with due regard for:

- a) what is appropriate and reasonable for librarians;
- b) the requirements and priorities of the Library and the Library section and Library department, if any, concerned;

- c) the librarian's abilities and specific areas of expertise.

12.05 Reduced work loads

A Member may, with the consent of the University Librarian, undertake a reduced workload. The Corporation will not refuse such a request without valid reason and refusal shall be accompanied by a written statement outlining these reasons.

The nature of the reduction, the term of the reduction, the percentage of the salary of record to be paid, and the notice required before the Member can revert to a full workload, are to be established by the agreement of the University Librarian and the Member. A copy of this agreement shall be forwarded to the Association.

12.06 Librarian Members who permanently leave the Library shall be replaced by a professional librarian on a full-time basis within two years. Prior to that, a contract librarian will be appointed within six (6) months for the fall and winter semesters.

13.00 LEAVES

13.01 Political leave

A Member may, without prejudice to her/his University position, be a candidate for political office. She/he shall be entitled to unpaid leave of not more than 35 working days.

If elected during a provincial or federal election, a Member is given unpaid leave of absence for the duration of his first term of office. Upon her/his return the Corporation will reinstate the Member into her/his former position or its equivalent within her/his area of expertise.

A Member elected to municipal office shall not be required to take full leave of absence without salary if she/he demonstrates to the satisfaction of her/his Head of Department that the responsibilities of the office will not interfere with her/his performance of full or part-time academic or professional duties.

13.02 Compassionate leave

A Member may arrange with the University Librarian and the Assistant University Librarian a planned or emergency leave of one (1) month or less, with full salary and benefits. Permission for such leave shall not be unreasonably withheld.

13.03 Sick leave

a) FT members will be allowed eleven (11) working days per annum of paid sick leave for legitimate illness or disability. This leave can also be taken to fulfill obligations relating to the care or health of the member's child or the child of the member's spouse, or because of the state of health of the member's spouse, father, mother, brother, sister or one of the employee's grandparents.

b) Upon exhaustion of the accumulated sick leave, as mentioned in (a), for continued disabilities as defined in (c), Members will be paid 2/3 of their salary for a period of up to sixteen (16) weeks.

c) Medical certificates will be provided on request of the Corporation or its representative for any disabilities which continue for more than five (5) consecutive working days.

- d) At the end of the 16 week period mentioned in (b) above, the Long Term Disability Insurance will continue to pay 2/3 of salary as long as the disability lasts.
- e) At the end of the periods of disability mentioned in (b) and (d) above, Members will be reinstated in the employment of the University.
- f) Sick days mentioned in (a) are cumulative but non-redeemable.
- g) For the purposes of this article, rights to full benefits and seniority shall be retained.

13.04 Court leave

Paid leave shall be granted to any Member required to be a witness or juror by any body in Canada with power of subpoena. The Member shall notify the University Librarian upon notification that she/he will be required to attend Court and present proof of service requiring her/his attendance.

13.05 Leave of absence without salary

In cases not covered by this agreement, a regular Member who, for valid reasons, wishes to obtain an unpaid leave must make a written application to her/his Assistant University Librarian. The Corporation will not refuse such a leave without a valid reason.

The duration of an unpaid leave will not generally exceed a twenty four month period.

Except in the case of agreement or provision to the contrary, a Member on unpaid leave is not entitled to the benefits described in this agreement. However, if she/he opts to continue to benefit from the Group Insurance plans the Corporation will continue to make its contributions to those plans. The Corporation will also continue to contribute its share of the cost of the Pension Plan for a maximum of one year and will require i) an opinion from the CLEPP that the work carried out during the leave constitutes pensionable service to the University and ii) the approval of the Human Resources Committee.

13.06 Maternity Paternity and Parental Leaves

The provisions of Article 13.06 shall apply to those Members who are eligible and apply for Quebec Parental Insurance Plan (QPIP) benefits for Maternity, Paternity or Parental Leave:

13.06.1 Maternity Leave

- a) A pregnant Member shall be entitled to a maximum of fifteen (15) or eighteen (18) weeks of Maternity Leave depending on the plan chosen by the pregnant member with QPIP(Basic or Special Plan).
- b) During the period of pregnancy leave as specified in Article 13.06.1a), a Member shall receive from the Corporation
 - i) An amount equal to the difference between the QPIP Maternity benefits she receives as per the Plan she has chosen with QPIP and 100% of her nominal salary ;

- ii) Further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 13.06.1b) i)

c) If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of her nominal earnings for the period of her leave.

13.06.2 Notice Required for Pregnancy Leave

a) The Member shall give the Corporation at least four (4) weeks written notice of the date the maternity leave is to begin. The notice period may be altered by mutual agreement.

b) The notice period in Article 13.06.2 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.

13.06.3 Paternity Leave

a) On the occasion of the birth of his child, the father has a right to a Paternity Leave of up to 5 continuous weeks of absence. Paternity Leave may not begin before the week during which the child is born and must end no later than 52 weeks after the child's birth.

b) During the period of Paternity Leave as specified in Article 9.39.3a), the Member shall receive from the Corporation for a period of three (3) week, the difference between his QPIP benefits and 100% of his nominal salary.

c) The Member shall give the Corporation at least four (4) weeks written notice of the date the Paternity Leave is to begin. The notice period may be altered by mutual agreement.

13.06.4 Paid Parental Leave on the Occasion of the Birth of a Child

a) On the occasion of the birth of a child, Member shall be entitled to a Parental Leave of up to thirty-five (35) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 13.06.4 a the Member shall receive from the Corporation:

- i) for a maximum period of up to thirty-two (32) weeks depending on the plan chosen by the Member with QPIP(Basic or Special), an amount equal to the difference between the QPIP benefits received by the Member and 100% of her or his nominal salary.

- ii) for the last three (3) weeks of the 35 week period, 100% of his/her nominal salary;

- iii) further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 13.06.4 b)

c) If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of his/her nominal earnings for the period of her leave.

d) The Member shall give the Corporation at least four (4) weeks written notice of the date the Parental Leave is to begin. The notice period may be altered by mutual agreement.

13.06.5 Parental Leave on the Occasion of the Adoption of a Child

a) On the occasion of the adoption of a minor coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a paid parental leave of up to thirty-seven (37) weeks depending on the plan chosen by the Member with QPIP (Basic or Special Plan).

b) During the period of Parental Leave as specified in Article 13.06.5 the Member shall receive from the Corporation:

- i) For up to a maximum thirty seven (37) weeks depending on the plan chosen by the Member with QPIP(Basic or Special Plan) an amount equal to the difference between the QPIP benefits received by the Member and 100% of the Member's nominal salary ;
- ii) Further, in the event of any reduction by the Government to the Member's QPIP benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 13.06.5 b. i)

c) If the Member is not entitled to receive QPIP benefits or should QPIP cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Corporation shall maintain the Member at 100% of her nominal earnings for the period of her leave.

d) The Member shall give the Corporation at least four (4) weeks written notice of the date the Parental Leave is to begin. The notice period may be altered by mutual agreement.

13.06.6 Extended Parental Leave

An extended Parental Leave without pay, up to a maximum of one (1) year, shall be given to a Member who requests it. A notice of at least four (4) weeks to Corporation must be given.

13.06.7 General Considerations

a) During a Maternity, Paternity, Adoption and/or Parental Leave, the Member's benefits continue as if the employee were actually at work provided he/she makes continuous regular payments of the Member's portion of the contributions required for the said benefits and provided it is permitted under the existing policies.

b) The expectant Member shall benefit from an adjustment of her duties when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.

c) Nothing in this Article shall prevent a member from claiming sick leave for absences from work due to illnesses.

d) When there is an interruption of pregnancy, a Member is entitled to Maternity Leave the week the pregnancy is interrupted if it occurs after the 19th week of Pregnancy, as provided by article 13.06.1.

e) The Member may add a 15-week extension to her Parental leave if the health of the newborn infant requires such an extension. The Member shall receive paid pregnancy leave on the same basis as described in Article 13.06.1.

f) Upon return to work, a Member who has taken leaves under this Article shall resume his/her former position with his/her full nominal salary and benefits as provided for under this collective agreement.

g) The period of a Member's leave shall be included in the calculation of his or her length of service for seniority purposes.

h) A Member on pregnancy or parental leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When a Member elects to defer such decisions, he/she shall provide the Dean, or equivalent, with written notice of his/her intention to do so.

i) The parties agree that the provisions of this Article shall be no less than those in the applicable labour/employment provincial and federal legislation as may be amended from time to time. Differences in the interpretation of this Article shall be resolved based on consistency with the applicable legislation.

13.07 A Member shall leave a forwarding address with the University Librarian if she/he is to be absent from the University, with the exception of vacation periods, for more than one week.

14.00 LIBRARIAN'S LEAVE

14.01 Members are eligible for librarian's leaves subject to the acceptance of a satisfactory project.

The purpose of a librarian's leave is to serve the objectives of the University by enabling her/him to increase and improve her/his ability to perform her/his professional responsibilities to the University.

Librarian's leave is a necessary means of enabling Members to maintain academic and professional excellence. Members have the responsibility to make effective use of their leave.

14.02 In order to qualify for a librarian's leave of at least four (4) months up to one (1) academic year, a Member must:

(a) Have worked at least 2 years since returning from her/his last librarian's leave for a leave of four (4) months.

(b) have worked at least six (6) years since returning from her/his last librarian or study leave of one (1) year duration.

(c) For any leave of a duration of four (4) months to one (1) year, the years of service since returning from her/his last leave shall be pro-rated.

(d) have her/his study project approved by the CLEPP and the University Librarian.

14.03 A librarian will be eligible to receive a leave pursuant to these Articles only if the CLEPP decides that the leave will significantly improve her/his ability to:

(a) perform her/his duties in the operation of the Library, or

(b) develop her/his professional knowledge and performance in the guidance of the academic work of faculty and students or

(c) contribute to librarianship or scholarship related to the needs of the University.

14.04 Members on librarian's leave shall receive all salary increases, increments in the salary scale, and benefits on the same basis as other Members serving at the University.

14.05 A Member who proposes to take a librarian's leave must make a request to the Assistant University Librarian, in writing, before September 30th of the academic year preceding that in which she/he proposes to begin her/his leave.

The request shall be supported by a description of the work to be undertaken during the leave, including the duration of the leave, details of fellowships and travel grants received or applied for, and letters from any institutions in which the work is to be undertaken confirming that the necessary facilities will be made available to the Member.

The Assistant University Librarian shall forward the request to the CLEPP together with her/his recommendation within 10 working days of receipt of the project along with her/his comments on the proposed project.

14.06 The CLEPP shall recommend that no more than one Member per year go on leave. This recommendation shall be made to the University Librarian before November 15th. The University Librarian shall forward within 5 working days to the Member and the Association her/his decision together with the CLEPP recommendation. If the University Librarian fails to advise the Member within the prescribed limits, the recommendation of the CLEPP becomes the decision.

Denial of the leave shall be based only on the quality of the project and the pertinence to the criteria outlined in Article 14.03

14.07 Members proceeding on librarian's leave, shall receive 85% of the full salary to which they are entitled if they have worked six years since their return from a previous leave (or in their first year of eligibility for leave), 90% for seven years (or in their second year of eligibility for leave), 95% for eight years (or in their third year of eligibility for leave) and 100% for nine years (or in their fourth year of eligibility for leave). Members proceeding on a librarian's leave of four (4) months up to nine (9) months duration shall receive 100% of his/her salary. When allowed by an outside granting agency, a member on reduced salary may retain such portion of any remuneration, fellowship or award received in personal support of the leave as will bring his/her salary to the equivalent of 100%. Of any such support received over and above 100% salary, 35% may be retained by the member

Awards for travel expenses shall not be deducted.

14.08 At the Member's request the Corporation shall provide a proportion of the Member's salary for the support of a research grant for travel and other expenses. Such an amount is to be deducted from the amount to which a Member is entitled.

14.09 A Member on librarian's leave from normal duties may, in exceptional cases, not be required to leave the University.

14.10 Members returning from librarian's leave shall, within three (3) months of their return to the University, submit to the CLEPP and the University Librarian a written report on the work accomplished during their leave. The CLEPP shall determine if the report is acceptable or not and so report to the Member and the University Librarian within three (3) months of the report. A report which is not accepted by the CLEPP will be taken into account by the next CLEPP when the succeeding sabbatical proposal is considered.

14.11 A Member on librarian's leave shall continue to be a Member of the bargaining unit, and her/his dues shall be deducted by the Corporation from the Member's salary during such leave.

14.12 Denial of such leave is grievable.

15.00 RELEASE TIME FOR RESEARCH

The University recognizes the importance of librarians' continuing development within the academic community and acknowledges that such activities bring benefits to and enhance the reputation of the University and the profession at large. The University agrees that Members are entitled to leaves for research, study, educational or other scholarly pursuits provided that such activities are in reasonable balance with a Member's obligations, duties, and responsibilities and do not interfere with the normal functioning of the Member's department(s):

- a) research, study, educational and other scholarly pursuits are a normal part of an academic librarian's workload;
- b) members have the right, to request release time from their regular duties for these pursuits;
- c) a Member shall submit a written proposal on the nature, scope and time frame of his or her project to the Release Time Committee for recommendation to the University Librarian;
- d) the Release Time Committee shall be composed of three librarian Members;
- e) a Member shall be entitled to request release time up to 8% of their normal workload in a year. Such leave may be taken all at one time or may be spread over a defined period of time;
- f) the timing of such leave shall be arranged with the University Librarian. It should be consistent with the Member's duties and responsibilities and not interfere with the normal functioning of the department. Denial of such leave shall be based upon the above-mentioned criteria and the quality of the project;
- g) the recommendation of the Release Time Committee shall be made to the University Librarian. The University Librarian shall forward within 5 working days to the Member and the Release Time Committee his or her decision. If the University Librarian fails to advise the Member within the prescribed limits, the recommendation of the Release Time Committee becomes the decision;
- h) such leave shall not be unreasonably denied and refusal shall be accompanied by written reasons;
- i) depending on the nature of the project, a Member may not be required to be present at the workplace during the research leave;
- j) the Member shall submit a written report to the Release Time Committee on completion of the project. The Committee shall determine if the report is acceptable or not and so report to the Member and the

University Librarian within one month of receipt of the report. A report which is not accepted by the Committee shall be taken into account when the next research leave is considered;

k) the results of such leave shall be considered in the Member's performance appraisal, promotion or tenure evaluations;

l) a Member who is refused such a leave has the right to grievance.

16.00 GRIEVANCE AND ARBITRATION

16.01 Grievance

It is the firm desire of the parties that they should resolve all grievances or disputes equitably and as rapidly as possible.

Hereafter the word "grievance" denotes any disagreement arising from a supposed violation, misinterpretation, or misapplication of all of or any part of the Agreement between the Corporation on the one hand and a Member or a group of Members or the Association on the other hand.

Except as otherwise specified in this Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation and application of this Agreement. There shall be no discrimination, harassment, or coercion of any kind against any person who elects to use these procedures.

16.02 The APBU may make and submit a grievance on behalf of a Member or group of Members or all the Members or on behalf of the Association itself. In such case, the Association must abide by the procedure provided by article 16.04.

16.03 Informal Procedure

Normally, any Member or the Association having a problem concerning her/his working conditions which could give rise to a grievance or a dispute must discuss it with her/his immediate supervisor to resolve it if possible. The Member may be accompanied by his/her Association representative. If an informal discussion between the Member and her/his immediate superior does not succeed in resolving the problem, the Member and/or her/his Association may use the grievance procedure. However, the fact that this step is not taken does not remove the right to use this procedure.

16.04 Formal Procedure

First Step:

The Member must submit the grievance in writing to the University Librarian within 20 working days of the knowledge of the facts giving rise to the grievance, but not later than 6 months following the occurrence of the facts giving rise to the grievance, unless there are exceptional circumstances.

The University Librarian will reply in writing to the Association with a copy to the Member within 5 working days following receipt of the grievance.

Second Step:

A Member who is not satisfied with the University Librarian's reply, or if there is no reply within the time limit provided above, must submit the grievance in writing to the Principal or her/his representative within 10 working days from receipt of the reply by the University Librarian, or following the 5 day delay provided in Step 1.

Third Step:

A grievance which has not been resolved in Step 2 must be referred to arbitration within a maximum of 15 working days from receipt of the reply by the Principal or her/his representative, or following the 10 day delay provided for above if no reply is received.

16.05 The delays mentioned in this article are mandatory unless otherwise agreed in writing. Failure to comply with this renders a grievance null, void and illegal for the purpose of this agreement. However no technical irregularity shall prevent a grievance from being heard and judged on its merits

16.06 Notwithstanding article 16.05, the parties agree that in cases involving dismissal, alleged discrimination, promotion, permanence, evaluation, reclassification, the Association shall have the right to take the grievance directly to arbitration.

16.07 Arbitration

If the APBU wishes to submit a grievance to arbitration, it must advise the Corporation in writing within the delays specified in 16.06.

16.08 The parties agree to appear before a single arbitrator unless otherwise specified in this Collective Agreement. If the parties cannot agree to the choice of an arbitrator within 15 days after the request for arbitration, one or the other of the parties may demand that the arbitrator be designated by the Labour Department, in accordance with the provisions of the Labour Code.

16.09 In rendering a decision on a grievance, the arbitrator may not subtract from, add to, amend or modify any part of the collective agreement.

16.10 The decision of the arbitrator is enforceable and binding on the Corporation, the Association and the Member.

16.11 The fees and expenses of the arbitrator are divided equally between the parties.

17.00 PERFORMANCE EVALUATION

17.01 Every Member shall be evaluated each academic year by the Assistant University Librarian. The criteria for evaluation shall be based on the requirements for the Member's rank as outlined in Article 9.00 in accordance with the Member's workload.

17.02 The review will be conducted by June 30th and adjustments resulting from it will take effect from July 1st.

17.03 For the purposes of this article, Members on leave of absence for the entire year shall not be considered for evaluation.

17.04 Every Member shall provide the Assistant University Librarian head prior to the end of May each year with an addition to her/his curriculum vitae if necessary. She/he may also provide such other information, as she/he would like to have taken into consideration in her/his evaluation.

17.05 When an evaluation has been completed, a copy will be forwarded to the Member and the University Librarian.

17.06 The Member may submit a written response to her/his evaluation. This response must be forwarded to the University Librarian within 10 working days of the date on which a copy of the evaluation was forwarded to the Member.

17.07 The Member may request a meeting with the University Librarian and the Assistant University Librarian. This meeting shall be held within 10 working days of the receipt of the evaluation. The Member may be accompanied by counsel.

17.08 The Assistant University Librarian may recommend a bonus merit payment of \$2,000 when a Member's performance is judged to have been exceptional. At the Member's request the award may be deposited in the Member's conferences and professional expenses account (Article 24.00).

17.09 Notwithstanding the provisions of article 21.03, the Assistant University Librarian may recommend to withhold one step in the salary scale when the Member's performance is judged to be inadequate.

17.10 The Member who is not satisfied with her/his evaluation has the right to grievance.

18.00 ACCESS TO FILES OF MEMBERS

18.01 A Member shall have the right during normal business hours to examine all of the files concerning the Member kept by the Corporation, the Association or by any committee established by this Agreement.

18.02 All files containing evaluative materials of a Member may be kept only by the office of the University Librarian. External letters of reference supplied by the Appointments Committee shall not be included in personal files and shall be destroyed once the appointee has commenced her/his duties. All contents of such files shall be listed and numbered.

18.03 Members shall receive a copy of all material in their official personal file at the time of its inclusion in their file. Members shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy in the file. In the event distortion is alleged, Members shall have the right to provide additional material for inclusion in their files.

18.04 Members shall have the right to have the Corporation prepare copies of their files at its expense.

18.05 No anonymous material other than aggregated statistical information which is recorded in evaluations as obtained by the procedures approved from time to time by the appropriate bodies shall be kept concerning any Member, unless specifically requested by the Member. No such material, if maintained contrary to this Agreement, shall be submitted as evidence in any proceeding involving a Member. If such evidence is submitted, it shall be struck from the record and not considered as part of the evidence.

18.06 Letters of assessment or any other material presented as evidence in any proceedings for dismissal for cause shall be made available to the Member concerned or her/his representative(s).