
ARTICLE 17 Engagements – Appointments

Section 17.7 Bibliothécaires – Librarians

17.7.1 Filling a vacant position

17.7.1.3 When the Employer decides that a position is to be filled, the following provisions shall apply:

(...)

~~(b) the University Librarian shall, after consulting the head of the relevant administrative unit and the LPC, decide whether the position is to be filled on a regular basis as per 17.7.3 or temporary basis, it being understood that this decision is to be taken within ten (10) working days following the consultation of the LPC. If they decide to fill the position temporarily, they shall also consult the LPC regarding the various ways of so doing, as described in 17.7.2.1.~~

~~(b)~~ Any member of Library Council serving on a selection committee shall participate in a program of training on Employment Equity. The training shall be developed and delivered jointly by the Employer and the Association and shall include information on the University Policy on Employment Equity and of the relevant articles in the collective agreement.

(...)

17.7.1.5 The following provisions apply whenever a vacant position is announced in accordance with the provisions of this agreement.

(a) A vacant position is to be advertised within and outside the Library of the University of Ottawa, this shall be done using whatever technological means are appropriate. ~~This may include, but is not limited to, the following: electronic distribution lists and bulletin boards, print or electronic advertisements in newspapers, print or electronic notices in library schools, library associations, and related organizations.~~

~~(b) Any notice of a vacant position shall include the following information: Before posting the position, the University Librarian must inform the head of the administrative unit concerned, as well as the LPC, of the content of the posting, the main elements of which are the following :~~

(...)

~~17.7.1.6 Before posting the position, the University Librarian must inform the head of the administrative unit concerned, as well as the LPC, of the content of the posting, the main elements of which are described in 17.7.1.5(b).~~

*17.7.1.76 The following provisions apply when the University Librarian, pursuant to the provisions of this agreement, is to consult a selection committee prior to filling a vacant position. The committee shall be composed of:

(...)

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*17.7.1.67.1 Procedures

(...)

(i) When the Administrative Committee or its delegate decides to appoint a person, the selection committee members and the **Librarian Member** candidates interviewed for the position shall be promptly informed by the Chair, in writing, of the decision including reasons, within ten (10) working days, and the procedure for filling the position shall be completed as soon as possible.

17.7.1.78 Regardless of the method used to fill the position, the person chosen shall be informed in writing of the terms of employment offered: the job description for the offered position, duration of the appointment, rank, salary, number of recognized years of prior professional experience as per 23.4.1.1, moving expenses reimbursement provisions in section 40.5, and any applicable specific conditions (ex.: knowledge of the second official language, date of eligibility for a continuing appointment). If the person chosen is not a Librarian already working for the Employer, they shall, at the same time, receive a copy of this agreement.

17.7.1.89 When a vacant position is filled, regardless of the method used to fill it, the name of the person chosen shall be announced using whatever **technological** means are appropriate.

17.7.1.910 A Librarian Member who applied for a vacant position and did not obtain it may file a grievance regarding the Employer's decision, provided they submit the grievance within ten (10) working days following the notice given in accordance with 17.7.1.7.1(i).

17.7.2 Temporary staffing

17.7.2.1 A position filled on a temporary basis is filled by means of:

(...)

(d) the appointment of a **part-time sessional** Librarian, in which case the provisions of 17.7.2.5 shall apply.

Librarian Members holding continuing appointments are eligible to fill temporary positions by way of Interim Appointments. As such, notices for temporary positions will be posted internally and, as needed, externally to the university.

17.7.2.2 **Interim Appointment** When the University Librarian decides to fill a position on a temporary basis by means of an interim appointment, the following provisions shall apply.

(...)

(e) When the University Librarian anticipates that an interim appointment will exceed three (3) months they have to announce the position within the library in accordance with 17.7.1.65 (b)

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(...)

Notwithstanding the above, an interim appointment may be renewed until the original librarian returns to work, or for any reason agreed to by the Parties in the following circumstances: (a) the librarian is on pregnancy and/or parental leave, with or without an additional leave of absence; (b) the librarian is on a leave of absence for medical reasons, including long term disability, for a maximum of thirty-six (36) months.

*17.7.2.3 Replacement Librarian

(...)

Notwithstanding the above, a replacement librarian appointment may be renewed until the original librarian returns to work, or for any reason agreed to by the Parties in the following circumstances: (a) the librarian is on pregnancy and/or parental leave, with or without an additional leave of absence; (b) the librarian is on a leave of absence for medical reasons, including long term disability, for a maximum of thirty-six (36) months.

17.7.2.4 **Visiting Librarian** The Employer may appoint a Visiting Librarian to carry out a special project requiring specific qualifications, including recognized expertise in Indigenous language and culture which are such that it cannot be taken on by Librarian Members of the bargaining unit, or in order to implement personnel exchanges with other universities or organizations. In such an event, the following provisions shall apply.

(...)

17.7.2.5 Part-time Sessional Librarian

17.7.2.5.1 Any qualified person may be appointed as a part-time Sessional Librarian for the purpose of meeting a temporary need for increased Librarian services.

17.7.2.5.2 For each twelve (12) month period, beginning with the first contract in that academic year, the total period of employment for each part-time Sessional Librarian shall not exceed four eight (48) months within each six twelve (612) month period. There shall be no limits on the number of reappointments.

17.7.2.5.3 The salary for part-time Sessional Librarians will be established according to the responsibilities for which they will have been hired. Notwithstanding 17.7.3.4, these individuals will normally be hired at the rank of Librarian II. Should the type of work for which the person will be hired require a higher salary, the University Librarian will consult the LPC before establishing the rank.

17.7.2.5.4 The proportion of part-time Sessional Librarians shall not be more than ten percent (10%) of the complement of full-time Librarians holding a regular position at any one time.

17.7.2.5.5 Notice of a requirement for a part-time Sessional Librarian will be advertised outside the Library of the University of Ottawa. This shall be done using whatever technological means is appropriate. Any such notice will be posted concurrently with the internal electronic notice.

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17.7.3 Regular staffing

*17.7.3.5 After consulting the LPC, a continuing appointment is one that may be offered to a candidate who has obtained tenure or continuing appointment at a ~~another~~ university, who is selected, following application of the provisions in 17.7.3.2, in the regular staffing of a position.

ARTICLE 18 Engagements continus, permanence, et promotion pour bibliothécaires, professeurs de langue, conseillers – Continuing appointments, tenure, and promotion for librarians, language teachers, counsellors

Section 18.2 Bibliothécaires : Promotion – Librarians: Promotion Librarians: Promotion

***18.2.1 General**

*18.2.1.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of promotion, and the specific criteria are given below. These ranks are not linked to any position but recognize a Librarian Member's cumulative contributions to their activities named in 20.5.1 (Professional activities), ~~20.5.2 (Administrative activities)~~, 20.5.23 (Scholarly activities), and 20.5.34 (Academic service activities).

18.2.2 Criteria for promotion

*18.2.2.3 A Librarian III shall be promoted to Librarian IV when they:

(...)

(d) have engaged in academic service activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere, and either scholarly activities or **Major** administrative activities, **as defined in 20.5.1. (f)**, of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere, pursuant to 23.3.2.7, *mutatis mutandis*, with the FTPC being replaced by the LPC.

*18.2.2.4 A Librarian IV shall be promoted to Librarian V when they:

(...)

(d) have evidenced two (2) of the following three (3):

(...)

(iii) **major** administrative activities **as defined in 20.5.1 (f)** of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere pursuant to 23.3.2.7 *mutatis mutandis*, with the FTPC being replaced by the LPC.

18.2.2.5 Effective for appointments to major administrative positions (as defined in 20.5.1 (f) 2.2) after the date of ratification, an administrative stipend equivalent to a minimum of two (2) PTRs and a maximum of three (3) PTRs shall be paid annually to Librarians holding such positions, the amount dependent upon the scope of the duties related to the position. It is understood that administrative stipends are not included in the Librarian's base salary and are terminated once the Librarian no longer

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holds a position involving major administrative duties unless promotions have occurred to higher ranks as described below:

(...)

ARTICLE 20 Fonctions universitaires – Academic activities

Section 20.5 Fonctions de bibliothécaires – Librarian activities

***20.5.1 Professional activities**

(...)

(...)

(f) major administrative activities which include but are not limited to:

(i) direction of a service, department or library;

(ii) supervision of employees;

(iii) management of a project, activities, services or budgets;

(iv) coordination of a specific activity within a service or department, library, or the Library; responsibility for policies and procedures;

(v) chairing of a committee or similar entity.

(...)

20.5.2 Administrative activities

***20.5.2.1 A Librarian Member's administrative activities shall be those described in the Member's job description established in accordance with 22.3.2, together with goals and objectives established annually in accordance with 23.5.2.1. These administrative activities may include but are not limited to:**

(a) direction of a service, department or library;

(b) supervision of employees;

(c) management of a project, activities, services or budgets;

(d) coordination of a specific activity within a service or department, library, or the Library; responsibility for policies and procedures;

(e) chairing of a committee or similar entity

***20.5.2.2 Major administrative positions shall be defined as the direction of a department, service, or library, which include: the supervision of employees, the management of activities, services and budgets, and responsibility for procedures and policies.**

***20.5.23 Scholarly activities A Librarian Member's scholarly activities are those which contribute:**

(...)

***20.5.34 Academic service activities A Librarian Member's academic service activities include, but are not limited to:**

(a) participating in the work of committees, working groups, and any equivalent groups of the Library or the University, or related consortia, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts. It is understood that **chairing such groups is an administrative activity under 20.5.2 and that** work undertaken as part of the Member's job description is a professional activity under 20.5.1;

(...)

ARTICLE 21 Droits et responsabilités – Rights and responsibilities

Section 21.1 Professeurs syndiqués – Faculty members

21.2 Librarians

***21.2.2** It is understood that a Librarian Member shall not be required or obliged to engage in scholarly, ~~administrative~~ or academic service activities which are not specifically mentioned in their job description and that the principal functions of a Librarian are the ones mentioned in their job description. However, every Member shall have the right to devote a reasonable proportion of their scheduled working hours to:

(...)

ARTICLE 23 Revue et évaluation – Review and Evaluation

Section 23.5 Bibliothécaires – Librarians

23.5.1 General

*23.5.1.1 Sections 23.1, ~~23.3, and~~ 23.4, ~~and 23.5~~ apply to Librarian Members, mutatis mutandis, subject to any further modifications specified in this section.

23.5.5 Outside evaluators for librarian activities

*23.5.5.1 Except as otherwise provided for in this agreement, the provisions of this subsection apply whenever there is an evaluation of a Librarian Member's activities by an *outside evaluator*.

*23.5.5.2 The evaluator shall be a person who:

- (a) does not hold a regular appointment at the University of Ottawa;
- (b) can be considered as one of the Librarian Member's peers;
- (c) is, or has professional status equivalent to that of, a Librarian rank IV or higher in the case of an application for Librarian rank IV and that of Librarian rank V for an application for Librarian rank V;
- (d) can be expected to give a fair and competent evaluation of some or all of the Librarian Member's activities.

*23.5.5.3 Where a Librarian Member's activities are to be evaluated by outside evaluators, this shall be done by at least three (3) evaluators, chosen in accordance with the steps outlined in 23.5.5.4 to 23.5.5.7 inclusive, except in the case of promotion to Librarian V where there shall be four (4) evaluators.

*23.5.5.4 The Member shall, through the University Librarian, submit to the LPC a list of at least three (3) persons whom they consider qualified to act as evaluators of their activities. Along with that list, the Librarian Member shall submit a written declaration of any personal association or collaboration with the persons listed.

*23.5.5.5 The Librarian Member may, through the University Librarian, submit to the LPC:

- (a) a list of persons who, in their opinion, may be prejudiced or otherwise not qualified to evaluate activities;
- (b) an indication of areas of expertise which would be appropriate for persons chosen to evaluate their activities;
- (c) an indication of areas of expertise which would not be appropriate for persons chosen to evaluate their activities.

*23.5.5.6 The University Librarian shall ask the Librarian Member's immediate supervisor to suggest in confidence at least three (3) persons qualified to provide an assessment. The LPC or immediate

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supervisor may suggest some persons already suggested to the LPC by the Member, but shall also suggest some other persons in addition to those suggested by the Member.

*23.5.5.7 The LPC shall choose three (3) or four (4) outside evaluators, including at least one (1) person chosen from the list submitted by the Member and a second person chosen from the list submitted by the immediate supervisor. Normally, the majority of the outside evaluators shall be from a Canadian university or research institution, it being understood that this might not be feasible in some specific areas of specialization. No individual shall be chosen to act as an outside evaluator where they have been a close collaborator with the Member within the past six (6) years, or a supervisor of the Member's work at any time.

*23.5.5.8 The LPC shall not, except for reasonable cause, list or choose an outside evaluator whom the Member has identified as potentially not qualified to evaluate their activities.

*23.5.5.9 Through the University Librarian, the LPC shall consult the outside evaluators chosen according to 23.5.5.7. The letters soliciting outside evaluators' opinions shall put the question clearly. The letters shall indicate the appropriate method for replying and the date by which the evaluation is required. The letters shall be accompanied by:

- (a) relevant portions of this agreement;
- (b) an up-to-date curriculum vitae, as provided by the Librarian Member;
- (c) their annual report of activities for the years under consideration;
- (d) any other information or document that Librarian Member wishes to have considered in support of their -application.

However, where the University Librarian and the Member agree that it is impractical or unnecessary to send to the outside evaluators certain works submitted by the Member, said works shall not be sent.

*23.5.5.10 The identity of outside evaluators is considered to be confidential and may be divulged only to the members of the LPC who are called upon to make a recommendation concerning the Member, to the members of the Administration Committee called upon to make a decision, and as provided for in 12.4.1 iii).

Section 23.5 Bibliothécaires – Librarians

23.5.2 Annual review

*23.5.2.4 The annual review shall indicate clearly how the Member's performance, with respect to each of the ~~three~~ ~~four~~ (34) categories of Librarian activities defined in 20.5.1 (professional activities), ~~20.5.2 (administrative activities)~~, 20.5.3 (scholarly activities) or 20.5.4 (academic service activities) has been assessed according to the levels of performance set out in 23.5.1.4.

(...)

ARTICLE 28 Vacances, jours fériés et absences – Vacation leave, holidays and absences

Section 28.2 ~~Vacances et disponibilité des bibliothécaires annuelles (bibliothécaires) –~~

~~*Librarian Vacation and availability leave (librarians)~~

~~28.2.1 Librarian Member availability~~

~~28.2.1.1 Section 28.3 applies to Librarians Members, mutatis mutandis, subject to any further modifications specified in this section.~~

~~28.2.1.2 A Librarian Member who is not on academic leave or other leave is required to be present on campus:~~

~~(a) when their presence is necessary for the performance of certain professional activities (20.5.1) which are included in their workload pursuant to 22.3.1; and~~

~~(b) to assume a fair share of academic service activities required for the proper functioning of their academic unit and of the University of Ottawa;~~

~~(c) when the University Librarian or their immediate supervisor gives the Librarian Member reasonable notice that, for good and valid reasons, their presence on campus is required.~~

~~*28.2.1.3 A Member is not required to be present on campus to fulfill their workload obligations, whenever another location is more appropriate for that purpose and their absence from campus does not interfere with the application of 28.2.1.2.~~

28.2. ~~24~~ **Vacation Leave** For the purposes of this section, one (1) month shall be twenty-two (22) working days.

28.2. ~~32~~ **Vacation leave entitlement for Librarian Members:** a Member employed for a full calendar year is entitled to one (1) month of vacation leave; a Member employed for less than a full calendar year is entitled to a proportionally shorter vacation leave.

28.2. ~~43~~ **Subject to 28.2. ~~54~~**, vacation leave to which a Member is entitled for a calendar year may be taken during that calendar year. Vacation leave for the calendar year in which the Member is first appointed at the University of Ottawa may not be taken in the first three (3) months following the appointment unless approved by the University Librarian. Notwithstanding the foregoing, the following provisions shall apply.

Renumber remaining clauses accordingly.

ARTICLE 29 Autres congés – Other leaves

Section 29.2 Congé de naissance ou adoption d'une ou d'un enfant, congé de grossesse et congé parental – Birth or adoption leave, Pregnancy leave, and Parental leave

29.2.4 Other special leaves

29.2.4.1 A Member eligible for any of the following special leaves shall return to the position that they held prior to the leave, with no loss of service for seniority purposes:

(...)

~~(e) **Income averaging for Librarians:** Leave with income averaging is a short-term leave that can accommodate a Librarian Member requesting leave without pay for a single period of between one (1) month and a maximum of three (3) months during an academic year (July 1 – June 30). The request for leave with income averaging shall be made directly to the University Librarian, by September 1, of the preceding academic year. The University Librarian shall consult with the Member's immediate supervisor and the LPC on whether it is feasible in light of the requirements of the Member's duties. Librarian Members with continuing appointments are eligible for leave with income averaging.~~

~~The Member's salary shall be reduced over the academic year in which the income averaging takes place. Salary will be reduced and averaged out over a twelve (12) month period to reflect the reduced time at work.~~

~~A Librarian Member cannot avail themselves of this provision more than once every five (5) years. The provisions contained herein cannot impact more than ten (10) Librarian Members per year.~~

~~(i) Section 30.4 (Rights, privileges and benefits) shall apply to Income averaging leaves, mutatis mutandis, with "Income averaging leaves" replacing "Reduced workload". It is understood that article 30.4.1 shall refer to 28.2 for vacation leave, to article 31.2 for academic leave, and that article 25 does not apply to Librarian Members.~~

~~(ii) Any Member that resigns from the employment of the University during the year in which they take an income averaging leave, depending upon when the leave is taken, may be required to repay outstanding amounts owed.~~

ARTICLE 31 Dispositions spéciales : Bibliothécaires – Special provisions: Librarians

Section 31.1 Dispositions générales – General

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31.3.3 Income averaging for Librarians: Leave with income averaging is a short-term leave that can accommodate a Librarian Member requesting leave without pay for a single period of between one (1) month and a maximum of three (3) months during a twelve-month period, beginning in May. The request for leave with income averaging shall be made directly to the University Librarian or their delegate by September 1, of the preceding academic year. The University Librarian or their delegate shall consult with the Member's immediate supervisor and the LPC on whether it is feasible in light of the requirements of the Member's duties. Librarian Members with continuing appointments are eligible for leave with income averaging.

The Member's salary shall be reduced over the academic year in which the income averaging takes place. Salary will be reduced and averaged out over a twelve (12) month period to reflect the reduced time at work.

A Librarian Member cannot avail themselves of this provision more than once every five (5) years. The provisions contained herein cannot impact more than ten (10) Librarian Members per year.

(i) Section 30.4 (Rights, privileges and benefits) shall apply to Income averaging leaves, *mutatis mutandis*, with "Income averaging leaves" replacing "Reduced workload". It is understood that article 30.4.1 shall refer to 28.2 for vacation leave, to article 31.2 for academic leave, and that article 25 does not apply to Librarian Members.

(ii) Any Member that resigns from the employment of the University during the year in which they take an income averaging leave, depending upon when the leave is taken, may be required to repay outstanding amounts owed.

31.3.43 Rights of a Member on leave without pay or leave with Income Averaging

31.3.43.1 A Librarian who is on leave without pay or leave with Income Averaging may continue to participate in employee benefits, in accordance with 29.3.4.

*31.3.43.2 Upon return to work following an authorized leave without pay or leave with Income Averaging, a Librarian Member shall be entitled to return to the position held immediately prior to the commencement of the leave. When the Member returns, they shall enjoy the same rank, privileges, rights and benefits, including any scale adjustments, to which they would have been entitled if they had not been on authorized leave without pay. Notwithstanding the foregoing, time spent on authorized leave without pay or leave with Income Averaging shall not count as years of employment with the Employer for the purposes of promotion, professional leave or continuing appointment. With regards to progress through the ranks during leave without pay, the provisions of 29.3.5 shall apply *mutatis mutandis*.

HOUSEKEEPING (Librarians)

ARTICLE 1 Définitions – *Definitions

BIBLIOTHÉCAIRE EN CHEF DE L'UNIVERSITÉ : la personne qui dirige la bibliothèque.

UNIVERSITY LIBRARIAN: the person chief Librarian-of-who direct the Library.

En lien avec le changement de titre de la Bibliothécaire en chef de l'Université, l'Employeur souhaite aussi modifier tous les articles qui mentionnent « Bibliothécaire en chef » par « Bibliothécaire en chef de l'Université », à savoir : les articles 1, 3, 5, 6, 16, 17, 18, 21, 22, 23, 28, 29, 31, 38 et 39.

28.2.5 missing work in EN text, "refuse"

28.2.5 Des vacances annuelles à telle ou telle date ne seront pas refusées à moins d'un motif important. La ou le bibliothécaire en chef peut refuser à une ou un membre de prendre des vacances annuelles à telle ou telle date si elle ou s'il ne peut compenser convenablement l'absence de la ou du membre en question sans réduire considérablement la qualité du service à la communauté universitaire, ou si elle 'il est obligé de payer des heures supplémentaires ou d'embaucher du personnel additionnel pour donner suite à la demande de la ou du membre.

28.2.5 Vacation leave on specified dates shall not be refused without serious reasons. The University Librarian may refuse vacation leave on certain dates if there is no way to compensate adequately for the Member's absence without considerably reducing the quality of service to the university community or if overtime has to be paid or additional staff must be hired in order to accommodate the Member's request.