

Schedule C

LIBRARIANS

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Article C1: Appointments

- C1.01.1 “Librarian” means a person who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, who has been appointed to a librarian position on the academic staff of the University of Alberta, in which the person has been or may be granted tenure and includes both full time and part time staff who hold such positions.
- C1.01.2 The appointment of a Librarian shall be made by the Chief Librarian.
- C1.01.3 A letter of appointment, following the example in Appendix C.1, duly executed by the Chief Librarian and the Librarian, shall confirm the appointment of a Librarian.
- C1.01.4 The appointment of a Librarian shall commence on the date set in the duly executed letter of appointment.
- C1.01.5 The employment of a Librarian shall be for 12 months of each year.

Contingent appointments

- C1.02.1 Notwithstanding Article C1.01, a Chief Librarian may appoint a Librarian to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- C1.02.2 The term “funded by external sources” is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- C1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the Librarian shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- C1.03.1 The Chief Librarian may appoint a Librarian with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- C1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a Librarian provided the variations have been recommended by the Chief Librarian and are approved in writing by the Librarian and the President of the Association.
- C1.03.3 Notwithstanding the provisions of Article C1.02, the Chief Librarian, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article C1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

- C1.04 A probationary appointment or an original appointment with tenure may be made at any time.

Removal allowances

- C1.05.1 A Librarian upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.
- C1.05.2 A Librarian who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the Librarian is appointed with tenure, one year's service shall discharge the obligation to the University; if such a Librarian leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Advisory Selection Committee

- C1.06 The Library shall have an Advisory Selection Committee to advise the Chief Librarian on Librarian appointments, excluding the appointment of Temporary Librarians. Upon the request of the Chief Librarian and following consultation with the Association, the Provost may waive the use of an Advisory Selection Committee. The composition of the Committee shall be:
- a) the Administrative Librarian responsible for personnel, as Chair;
 - b) the Supervisor;
 - c) one Staff Member from the unit involved selected by the Chair;
 - d) one Staff Member of the Library, selected according to procedures approved by the Library Council;
 - e) other persons as deemed necessary by the Chief Librarian following consultation with the Committee.

Professional ranks

C.1.07.1 There shall be 3 ranks of Librarian:

a) **Librarian 1 - General Librarian**

Positions will normally include a mix of general responsibilities in, but not limited to, any or all of: organizing, managing and ensuring access to information; providing consulting and teaching services; developing and maintaining the Library's collection and information systems; and contributing to library management, usually at the local level and without direct supervisory or administrative responsibilities.

b) **Librarian 2 - Operations Librarian**

Positions are distinguished by their substantial responsibility for resources, either human or material, by co-ordination of a system-wide function, or by some combination of these responsibilities.

Responsibility for human resources involves planning and organizing tasks or functions as well as supervision, training and evaluation of personnel, including maintenance of overall performance standards. Material resources include collections or equipment budgets, with the responsibility to ensure that objectives for allocation and expenditure are met, that resources are developed, maintained and managed according to strategic system-wide priorities.

Co-ordination of a system-wide function includes both long-term and strategic planning and direction for a particular function, such as distance education. It involves substantial liaison and consultation throughout the library system, as well as external contacts with other librarians, organization or agencies.

c) **Librarian 3 - Administrative Librarian**

Positions are characterized by overall responsibility and accountability for budget and personnel, as well as co-ordination and integration of various functions, on a large scale.

Responsibilities include setting strategic and budget priorities and overseeing operations, as well as promoting the library to the University community, and for instituting policies and accountability measures that are appropriate to the emerging information technology environment.

C1.07.2 The Chief Librarian shall determine the classification of each position following consideration of a Position Review Committee. The Position Review Committee shall consider all positions:

- a) which are new positions; and
- b) when new responsibilities are added to an existing position (in accordance with Article C2.01).

C1.07.3 The Position Review Committee shall consist of the Administrative Librarian responsible for personnel as Chair, at least two Administrative Librarians, and two Librarians elected in accordance with procedures approved by Library Council.

C1.07.4 Positions may be reviewed on the direction of the Chief Librarian, or on the request of a Librarian who has applied to the Supervisor to have the position reviewed, or on the direction of the Supervisor of a Librarian.

Special Duties with Stipend

C1.08 In certain circumstances, a Librarian may be asked by the Chief Librarian to take well-defined and short-term responsibility for a particular project, function or group, and/or individuals. These positions allow the incumbents to test themselves in a supervisory or co-ordinating role, to take on additional responsibility as a professional growth opportunity. These positions are distinguished by the temporary nature of the assigned responsibility. In recognition of such circumstances, a stipend may be paid for the duration of the assignment.

Academic Administrators

C1.09.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are Librarians and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, and at minimum on each July 1. No individual's rights under Article C1.09.2 or C1.09.3 are diminished by reason of the position that they filled not being included on the list.

C1.09.2 A Librarian who held a tenured position under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured Librarian position upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:

- a) The Librarian shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
- b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured Librarian position (the recommendation contemplated by Article C5.03.1 is waived) and shall immediately re-enter the scope of this Agreement.
- c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

- C1.09.3 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article C5.03.1, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured Librarian position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- C1.09.4 Re-appointment or appointment to a Librarian position under Article C1.09.2 or C1.09.3 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a Librarian position, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Librarian position.

Article C2: Responsibilities

- C2.01.1 The Chief Librarian shall, on appointment, provide the Librarian with a written position description which sets out the general responsibilities of the position held by the Librarian.
- C2.01.2 The Supervisor shall assign the specific duties of the Librarian, bearing in mind the position description. The Supervisor shall also determine, at least annually, performance expectations which shall be appended to the position description.
- C2.01.3 The Chief Librarian may revise the Librarian's position description following consultation with the incumbent and, if requested by the incumbent, with the Association. The revision shall take into account the qualifications and experience of the incumbent.
- C2.01.4 The Chief Librarian may transfer a Librarian to a different position in the University Library and, if so, shall provide the Librarian with the position description for the new position. Prior to such transfer, the Chief Librarian shall consult with the incumbent and, if requested by the incumbent, with the Association.
- C2.01.5 The incumbent shall be informed of the right to have the Association consulted about the proposed changes.
- C2.01.6 The Chief Librarian shall provide to the Association, at its request, copies of position descriptions for positions under review, and shall inform the Association of proposed transfers.
- C2.01.7 A Librarian may be assigned responsibilities in, but not limited to, any or all of the following: organizing, managing and ensuring access to information; providing reference, consulting and teaching services; developing and maintaining the Library's collection information systems; and managing human and financial resources and contributing to library administration.
- C2.01.8 A Librarian shall be expected to participate in service to the general public by making available the Librarian's expertise and knowledge of the discipline, and, similarly, in professional associations and service to the profession.
- C2.01.9 A Librarian may undertake responsibilities in and be recognized for participation in the governance of the University and the Library.

C2.01.10 A Librarian may participate in professional and scholarly research and may request that individual research projects be included in the specific responsibilities assigned. When a Librarian participates in professional or scholarly research, such activity and research funds shall be administered in accordance with policies and procedures established by GFC, the Board or by the Vice-President (Research), following consultation with the Association. The policies and procedures shall be published in a manual or handbook which shall be available from the office of the Vice-President (Research). The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.

Annual Report

C2.02 A Librarian shall submit to the Supervisor and to the Chief Librarian an Annual Report on University responsibilities for the previous year. The form for such a report shall be approved by the LEC on the recommendation of the Chief Librarian.

Dispute Resolution

C2.03 If there is a dispute with respect to the Librarian's University responsibilities, a Librarian shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding.

Reorganization

C2.04.1 For the purpose of this Article C2.04, a Reorganization shall be defined as the concurrent and related revision of the position descriptions of at least 3 Librarians.

C2.04.2 Prior to a Reorganization, the Chief Librarian shall consult with the Association on the scope and nature of the Reorganization and inform Library Council.

C2.04.3 Each position description shall be revised in accordance with the procedures in Article C2.01.

C2.04.4 No Librarian shall be laid off as a result of a Reorganization.

Article C3: Supplementary Professional Activities

Scope, context and authorization of supplementary professional activity

C3.01.1 A Librarian has a primary obligation to fulfil University responsibilities. A Librarian who proposes to engage in activities outside the University which are related to their duties at the University or which are of a consulting nature, shall so inform the Chief Librarian. If the proposed activities are during regular office hours, the permission of the Supervisor and Chief Librarian, in writing, must be obtained prior to the Librarian undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Chief Librarian, in writing, must be obtained prior to the Librarian utilizing such facilities. If the Librarian expects to make extensive use of such facilities, the Librarian may be required to reimburse the University for such use.

C3.01.2 Under certain circumstances it is appropriate for Librarians to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Requests to assume such additional responsibilities must be approved by the Supervisor and the Chief Librarian, in writing.

C3.01.3 Such professional activity shall represent an integral part of the responsibility to relate theory to professional practice, thereby enabling professional practice to remain relevant.

C3.01.4 Care must be taken by the Librarian that the supplementary activities are not a conflict of interest with the University duties and do not prevent, hinder or unduly interfere with the Librarian's primary responsibilities.

C3.01.5 If there is a dispute with respect to a Librarian's supplementary professional activity, the Librarian shall have recourse to the Chief Librarian and the Provost, in that order. The decision of the Provost shall be final and binding.

Definition of supplementary professional activity

C3.02 Without restricting the generality of the term supplementary professional activities, this category shall include any of the following:

- a) employment in any capacity by another employer; including the carrying out of teaching duties;
- b) consulting;
- c) personal services contracts.

Conditions

C3.03.1 The authority and approval of supplementary professional activity is subject to the following conditions:

- a) The Librarian shall not compete unfairly with professionals outside the University.
- b) The supplementary professional activity shall not infringe upon the University's conflict of interest policies and procedures.
- c) The supplementary professional activity shall conform with regulations governing the use of University facilities and staff. (Research Policies and Services Manual)
- d) The Librarian shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The Librarian gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such supplementary professional activity by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those supplementary professional activity has not been negotiated by or approved by the University.
- e) When engaged in supplementary professional activity, Librarians shall not use the name of the University in any way, except as the mailing address, nor shall Librarians hold themselves as agents of the University when engaged in supplementary professional activity.

C3.03.2 Supplementary professional activities may be taken into account in the evaluation of a Librarian's performance.

Article C4: Professional Leave

Eligibility

C4.01.1 A Librarian may be granted professional development leave in accordance with this Article C4.

C4.01.2 A Librarian shall be eligible to apply for leave provided the Librarian has completed the probationary appointment.

C4.01.3 Leave shall only be awarded to a Librarian who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

C4.02.1 The proposal for leave shall be prepared by the Librarian following consultation with the Supervisor.

- C4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the Library, and the salary level requested for the leave.
- C4.02.3 The Librarian shall submit the proposal for leave to the Supervisor. The Supervisor shall append any comments and then forward the proposal to the Chief Librarian.
- C4.02.4 Upon receipt of a proposal for leave, the Chief Librarian shall call a meeting of the LEC and provide that committee with a copy of the proposal and the appended comments.
- C4.02.5 The LEC shall consider the proposal for leave and make a recommendation to the Chief Librarian, including a statement regarding the value of the leave to both the Librarian and the Library and the appropriate salary level for the leave.
- C4.02.6 Upon receipt of the advice of the LEC, the Chief Librarian shall decide whether or not the leave is to be awarded and, if it is awarded, the terms of the leave. The decision of the Chief Librarian shall be final and binding.
- C4.02.7 The Chief Librarian shall advise the Librarian of the decision regarding the leave, and if approved, the terms of the leave.
- C4.02.8 In the event that the Librarian wishes to change the leave program from that approved by the Chief Librarian, they must re-submit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

Terms and Conditions

- C4.03.1 In determining the salary level, the LEC shall follow C4.03.2, C4.03.3 or C4.03.4.
- C4.03.2 When the leave is determined to be of primary benefit to the Librarian, the salary level shall be not less than 50% (effective July 1, 2022: 75%) of full salary.
- C4.03.3 When the leave is determined to be of equal benefit to both the Librarian and the Library, the salary level shall be 75% (effective July 1, 2022: 100%) of full salary.
- C4.03.4 When the leave is determined to be of primary benefit to the Library, the salary level shall be 100% of full salary.
- C4.03.5 [Vacant]
- C4.03.6 The Librarian may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Supplementary professional activity and research funds received during leave shall be governed by the provisions of Articles C2 and C3, respectively.
- C4.03.7 During the period of leave, the Librarian shall be eligible to participate, in full, in the benefit programs set out in Article C9, with the University continuing to pay the regular employer costs.
- C4.03.8 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- C4.03.9 During leave, the Librarian shall not undertake alternative employment without the advance written approval of the Chief Librarian.
- C4.03.10 A Librarian shall be required by the Chief Librarian to sign a return to service agreement prior to going on leave with the return period not to exceed the period of leave.
- C4.03.11 The Librarian shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Supervisor and Chief Librarian.

Article C5: Probation and Tenure

Types of appointments

C5.01 A Librarian may be appointed with tenure, or may be appointed on probation leading to consideration for appointment with tenure.

Probationary periods

C5.02.1 On appointment, a new Librarian shall normally serve a probationary period of 36 months.

C5.02.2 If a Librarian serving a probationary period is granted one or more leaves, for a total of at least 12 weeks, the probationary period shall be extended by the duration of such leave.

Consideration for appointment with tenure early in the probationary period

C5.03.1 At any time before the expiry of a probationary period, the Chief Librarian may recommend to the LEC that the Librarian be offered an appointment with tenure.

C5.03.2 After considering the Chief Librarian's recommendation, the LEC may make one of the following decisions:

- a) that an appointment with tenure be offered to the Librarian, or
- b) that the probationary period continue.

End of the probationary period

C5.04.1 Not later than 4 months before the expiration of the Librarian's probationary period, the Supervisor shall recommend to the LEC that one of the following decisions be made:

- a) that an appointment with tenure be offered to the Librarian;
- b) that the probationary period be extended by a period not exceeding one year, but only if such a recommendation has not been made before;
- c) that no further appointment be offered to the Librarian.

C5.04.2 After considering the Supervisor's recommendations, the LEC shall make one of the following decisions:

- a) that an appointment with tenure be offered to the Librarian; or
- b) that the probationary period be extended by a period not exceeding one year, but only if such a decision has not been made before; or
- c) that no further appointment be offered to the Librarian.

C5.04.3 LEC decisions shall be made in accordance with the procedures of Article C6.

Termination during probation

C5.05.1 A Supervisor may recommend to the Chief Librarian, and the Chief Librarian may recommend to the Provost that the probationary appointment of a Librarian be terminated by giving one month's notice of such termination. The Provost shall provide the Librarian an opportunity to respond to the recommendation. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

C5.05.2 A Librarian whose appointment is terminated under Articles C5.04.2 or C5.05.1 shall be entitled to receive a severance payment equal to one month's salary for each year of service as a Staff Member, to an all-in maximum of 12 months' salary.

Article C6: Evaluation

Authority

C6.01 The Library shall have an LEC which shall be authorized to:

- a) consider and decide on recommendations for Increments, in accordance with the schedule in Article C6.11,
- b) consider and decide on recommendations for appointment with tenure,
- c) determine procedures governing this Article C6 and make such procedural rulings as are required of it under this Article C6,
- d) advise the Chief Librarian on applications for leaves under Article C4.

Performance Review

- C6.02.1 The review of a Librarian's performance shall be based on consideration of the performance of the responsibilities of the Librarian as outlined in the position description and performance expectations, appended thereto, in accordance with Article C2.01.2, and the Librarian's Annual Report, including, where appropriate, supplementary professional activities.
- C6.02.1.1 The Library Council shall ensure that guidelines for performance review are transparent with due regard to principles of equity, diversity and inclusion. The LEC shall ensure that guidelines for performance review are consistently applied with due regard to those principles.
- C6.02.1.2 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.
- C6.02.2 Increments shall be based on merit and not on length of service.
- C6.02.3 The decisions on appointment with tenure shall be based on an indication that the Staff Member is, and will in future be, capable of contributing effectively as a Librarian given the performance of the responsibilities of a Librarian while on probation.

Leaves

- C6.03.1 Discontinuance of professional responsibilities during periods of Maternity Leave, Parental Leave and Medical Leave (when the total of such periods of leave is less than 6 months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.
- C6.03.2 Performance shall be cited in accordance with Article C6.08(c), where the Librarian has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, during the period of review exceeding 6 months in the aggregate.
- C6.03.3 Notwithstanding Article C6.03.2, a Librarian may request the Supervisor and LEC to take into account professional activities while on leave. The onus shall be on the Librarian in material appended to the Annual Report to demonstrate to the Supervisor why such activity should be recognized.
- C6.03.4 Notwithstanding Article C6.03.2, a Librarian who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding 6 months in any period of review shall be entitled to a salary increase (with respect to that period of review), determined at the Librarian's election by:
- i.) the Librarian's performance in the period of review, as assessed by LEC, subject to Article C6.03.3; or
 - ii.) the average Incrementation the Librarian received, as assessed by LEC, in the last three review periods as available; or the value of a special 1.2 Incrementation award, if the Librarian's performance has not been assessed in any of the last three review periods;

provided the Librarian is otherwise eligible to receive Incrementation.

Composition of LEC

C6.04 The composition of LEC shall be the Administrative Librarian responsible for personnel as chair, 3 Administrative Librarians appointed by the Chief Librarian, and 3 Librarians elected by the Librarians on Library Council.

Responsibility for review of performance

C6.05 The performance of Librarians shall be evaluated as follows:

- a) The appropriate Supervisor shall evaluate the performance of Librarians and submit recommendations thereon to LEC.
- b) The Chief Librarian shall evaluate the performance of Administrative Librarians and submit recommendations thereon to LEC.

Distribution of Increments to Library

C6.06.1 The number of Increments available to the LEC shall be determined in the negotiations in Article 2.

C6.06.2 The calculation of the total number of Increments available shall not include Librarians at the salary ceiling of ranks.

C6.06.3 LEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) an Increment. In special circumstances, the Provost, following consultation with AASUA, may permit LEC to distribute Increments in an amount that is greater or less than that number.

Supervisor's Recommendation: Incrementation

C6.07.1 Each year, the Supervisor shall recommend to LEC whether a Librarian should receive Incrementation based on performance in the preceding year. Such a recommendation shall be submitted to LEC for each Librarian in the Library. The recommendation shall be one of the following:

- a) an Increment;
- b) a portion of Incrementation up to 3.0, which will bring the salary of a Librarian to the salary maximum of the Librarian's present rank;
- c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
- d) Zero Increment.

C6.07.2 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

C6.08 If a Supervisor recommends that Zero Increment be awarded to a Librarian, or if LEC decides that Zero Increment be awarded to a Librarian, in either or both cases, the decision shall be cited as one of the following:

- a) that performance requirements for Incrementation have been met but the maximum for rank has been reached;
- b) that performance requirements for Incrementation have not been met;
- c) that academic performance while on authorized leave could not be properly evaluated; or
- d) that academic performance is unsatisfactory and unacceptable.

Incrementation in the Year of Appointment

C6.09.1 A Librarian whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.

C6.09.2 A Librarian whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months

they will have served by July 1. A Librarian whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.

Appointment with tenure

- C6.10.1 The award of appointment with tenure shall be decided by LEC following review of the Librarian's performance over the complete career at the University of Alberta.
- C6.10.2 Recommendations for appointments with tenure shall be made in accordance with Article C5.
- C6.10.3 LEC shall determine procedures governing applications for the award of tenure. Such procedures shall provide for the following:
- a) the documentation required to support the application;
 - b) the requirements for references to support the application;
 - c) the role of the Supervisor, the Librarian and the LEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
 - d) the deadlines and timing for the submission of materials and for notification of decisions;
 - e) the process by which materials submitted to LEC by the Librarian are provided to the Supervisor and vice versa;
 - f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
 - g) the provision of information about procedures to potential applicants and the responsibilities of the Supervisor or Chief Librarian;
 - h) any other procedures LEC considers necessary.
- C6.10.4 While a Librarian is on probation, the Supervisor shall meet regularly with the Librarian (at least annually) to apprise the Librarian of progress, or lack thereof, of future expectations of performance, of any deficiencies in performance and, where appropriate, to recommend measures which would improve performance.

Review of performance

- C6.11.1 When a Librarian was not evaluated by LEC in the preceding year, their performance shall be evaluated by LEC.
- C6.11.2 Subject to C6.11.3, where a Librarian was evaluated by LEC in the preceding year, their performance shall not normally be evaluated by LEC.
- C6.11.3 Notwithstanding C6.11.2, a Librarian shall be evaluated by LEC where:
- a) the Librarian is on probation;
 - b) the Librarian requests a review by LEC, such request to be submitted to the Supervisor, in writing, by January 15;
 - c) the Supervisor decides that there shall be a review by LEC, with the Supervisor so to advise the Librarian, in writing, by January 15; and
 - d) the Librarian was awarded less than an Increment by LEC in the preceding year, although eligible to receive an Increment.
- C6.11.4 When a Librarian is not evaluated by LEC, the Librarian shall receive one Increment provided that the Librarian is eligible for such an award.
- C6.11.5 In its evaluation of a Librarian, LEC shall review the performance of that Librarian over the period since its last evaluation, i.e., over the last two years or the last year, depending on which case applies under Articles C6.11.1 - C6.11.3.
- C6.11.6 The Supervisor shall meet annually with the Librarian to discuss performance and to set performance expectations for the coming year. Where required, in accordance with Articles C6.11.1 - C6.11.3, the Supervisor shall submit a written recommendation on Incrementation to LEC. When the Supervisor is an Operations Librarian, the Supervisor shall discuss the recommendation with the Administrative Librarian.

- C6.11.7 If a Librarian chooses not to meet with the Supervisor as provided under Article C6.11.6, the Supervisor shall, nonetheless, submit a written recommendation as required.
- C6.11.8 The Librarian shall be provided with a copy of the written recommendation regarding Incrementation at least 15 days before the recommendation is considered by LEC.
- C6.11.9 The Supervisor shall ensure that each Librarian is reviewed by LEC at least biennially and shall inform the Librarian of such review in accordance with Articles C6.11.1 - C6.11.3.

Confidential material

- C6.12.1 Confidential academic evaluations of the work of a Librarian may be received by LEC. Such statements and material shall not be provided to the Librarian; rather, where the Librarian has the right to appear before LEC, the LEC Chair shall prepare a summary of the confidential material so received and provide the Librarian with a copy thereof at least 10 days prior to the LEC meeting. The summary statement so prepared shall be in sufficient detail to enable the Librarian to know the case they have to meet.
- C6.12.2 Under no circumstances shall confidential material rendered in proceedings under this Article C6 be used against the author thereof in collateral proceedings.

LEC procedures

- C6.13.1 LEC shall schedule its meetings so that all decisions about Increments are reached by June 30. The schedule shall provide for sufficient time for the consideration of contested cases.
- C6.13.2 At least 15 days prior to the meetings of the LEC, the recommendations of the Supervisor shall be forwarded to the Librarian and to the LEC Chair.
- C6.13.3 A quorum for LEC shall be 6 members.
- C6.13.4 All decisions of LEC are by majority vote of the members present and eligible to vote.
- C6.13.5 LEC may permit resource persons to attend meetings to assist in the administration of its activities.
- C6.13.6 When LEC has reached a decision in a case, the LEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Librarian at the Librarian's University of Alberta email address. Decisions regarding Incrementation shall take effect on the following July 1. Decisions regarding appointment with tenure shall take effect immediately.
- C6.13.7 The Librarian may appeal the decision of LEC to the General Appeals Committee in accordance with Article C8.03.1.

Contested cases against Supervisor's recommendation

- C6.14.1 A contested case is one where the Librarian has the right to appear before LEC. A Librarian has the right where:
- a) the Supervisor recommends that less than a single Increment be awarded, or no Increment as in Article C6.08 (b) or C6.08 (d);
 - b) the Supervisor recommends that appointment with tenure not be awarded;
 - c) cases arising pursuant to Article C6.16.1.

- C6.14.2 At least 10 days before the hearing, the Librarian shall advise the LEC Chair of the intention to appear or to submit material or both. Should the Librarian submit materials to the LEC Chair they shall be copied to the Supervisor and shall contain:
- a) a statement in reply to the recommendation of the Supervisor;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Librarian intends to call before LEC.
- C6.14.3 At least 5 days before the hearing, the Supervisor shall submit to the LEC Chair, with a copy to the Librarian (subject to Article C6.12.1):
- a) a statement in reply to Librarian Member's submission;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Supervisor intends to call before LEC.

C6.14.4 Materials submitted to the LEC Chair shall be in electronic form, where feasible.

LEC hearings in contested cases against Supervisor's recommendation

- C6.15.1 LEC is not bound by rules of evidence or procedures applicable to courts of law.
- C6.15.2 Procedural rulings shall be made by the LEC Chair but are subject to reversal by majority vote of LEC.
- C6.15.3 Except for material received under Article C6.12.1, if written material is disputed by either the Librarian or the Supervisor, LEC shall not receive the material unless the writer appears before LEC for questioning. If the writer is not available to appear, the LEC Chair shall rule on the admissibility of the material.
- C6.15.4 Both the Librarian and the Supervisor have the right to call and question witnesses, to question one another and to present oral arguments.
- C6.15.5 If a Librarian chooses to appear before LEC to present a case, both the Librarian and the Supervisor shall be entitled to be present during the presentation of the case.
- C6.15.6 The LEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the Librarian prior to the hearing. The LEC Chair retains the right to revise the order during the hearing as may become necessary.
- C6.15.7 The Librarian shall present the case personally, except when the Librarian is on leave in which case the Librarian may appoint another Librarian to act as representative. The Librarian has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- C6.15.8 At the LEC hearing, additional material may be submitted by the Librarian and the Supervisor in exceptional circumstances, but LEC may, in its discretion, refuse such material where it is satisfied that the position of the Supervisor or the Librarian will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article C6.13.1. When LEC accepts the additional material, it may, at its discretion, elect to extend all time lines in order to permit the Supervisor or the Librarian to respond to the material.
- C6.15.9 LEC has the right, during the hearing, to request additional material and to call further witnesses.
- C6.15.10 The onus shall be on the Supervisor to satisfy LEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- C6.15.11 The Supervisor shall withdraw from the hearing of the LEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Supervisor supports the position of the Librarian in which case the Supervisor shall attend the deliberation portion of the meeting and be allowed to vote.

C6.15.12 LEC is required to issue reasons for its decision and shall convey the decision in accordance with Article C6.13.6.

Preliminary position of LEC

C6.16.1 After initial consideration, LEC may not be prepared to endorse:

- a) a recommendation for tenure; or
 - b) a recommendation for an extension to the probationary period;
- or, may be prepared;
- c) to award less than an Increment when the recommendation of the Supervisor was greater than the LEC is prepared to endorse; or
 - d) to cite a Zero Increment award as unsatisfactory and unacceptable when the recommendation of the Supervisor was not so to cite.

Such circumstances shall be considered as the preliminary position of LEC.

C6.16.2 In a case arising under Article C6.16.1, within 3 days after the end of the LEC meeting, the Supervisor shall inform the LEC Chair, in writing, whether the Supervisor (i) continues to support the original recommendation to LEC or (ii) now supports the preliminary position of LEC or (iii) now supports some other position. In the case of (iii), the Supervisor shall specify what that new position is and the reasons for supporting it.

C6.16.3 In a case arising under Article C6.16.1, the LEC Chair shall, within 5 days after the end of the LEC meeting, inform the Librarian, in writing, of the Supervisor's position and of the preliminary position of LEC, provide the Librarian with the issues of concern to LEC, and offer to meet with the Librarian to discuss the case.

Reconsideration of preliminary position by LEC

C6.17.1 The Librarian may, within 5 days of receipt of the information under Article C6.16.3, inform the LEC Chair, in writing, whether or not the Librarian wishes the case to be reconsidered by LEC. At the same time, the Librarian shall send a copy to the Supervisor.

C6.17.2 If the Librarian does not request reconsideration by LEC, the preliminary position of LEC shall be the decision of LEC and that decision shall be final and binding.

C6.17.3 If the Librarian decides that the case shall be reconsidered by LEC, the LEC Chair shall advise the Librarian of the time and place of the reconsideration.

LEC procedures for reconsideration hearing

C6.18.1 At least 10 days before reconsideration by LEC, the Librarian shall submit to the LEC Chair with a copy to the Supervisor;

- a) a statement advising LEC whether or not the Librarian shall appear before LEC to present a case;
- b) any material in response to the preliminary position of LEC as communicated to the Librarian under Article C6.16.3 and any other material relevant to the case;
- c) a list of names of persons who shall attend the reconsideration by LEC as witnesses for the Librarian; and
- d) a statement indicating the Librarian's minimum acceptable decision by LEC.

C6.18.2 On receipt of the information/material under Article C6.18.1, the LEC Chair shall send copies to LEC.

C6.18.3 At least 5 days before the reconsideration by LEC, the Supervisor shall submit to the LEC Chair, with a copy to the Librarian:

- a) a statement in reply to the Librarian's submission under Article C6.18.1 including a statement as to whether or not the Supervisor supports the minimum acceptable position of the Librarian;

- b) any written material relevant to the case;
 - c) a list of names of any persons the Supervisor intends to call before LEC.
- C6.18.4 On receipt of the information/material under Article C6.18.3, the LEC Chair shall send copies to LEC and to the Librarian.
- C6.18.5 The general procedures for LEC hearings in contested cases (Articles C6.14 and C6.15) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The LEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
 - b) The Librarian then presents their case;
 - c) The Supervisor then makes a statement in response;
 - d) LEC may then question the Librarian, the Supervisor and any witnesses;
 - e) LEC then enters into the deliberation portion of the hearing.
 - f) At the deliberation portion of the hearing, the Librarian shall not be present;
 - g) At the deliberation portion of the hearing, the Supervisor shall not be present unless they support the Supervisor's minimum acceptable decision by LEC, or greater, in which case the Supervisor shall participate in the deliberation portion as a regular LEC member.
 - h) LEC shall convey the decision in accordance with Article C6.13.6.

Article C7: Unsatisfactory and Unacceptable Performance

- C7.01 The LEC Chair shall refer the record of a Librarian to the Provost with a recommendation that the Librarian be disciplined for unacceptable academic performance if LEC has cited performance as unsatisfactory and unacceptable, provided that the Librarian's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Librarian had appealed the LEC decision to GAC, such appeal was not upheld.
- C7.02 The record of the Librarian shall include copies of all material about the Librarian which had been before LEC in the last 3 years and before GAC in any appeals made by the Librarian in those years and any additional material which the LEC Chair adds to support the recommendation.
- C7.03 The recommendation shall be filed with the Provost within 20 days of the decision of LEC or, if the decision has been appealed under Article C8, of the decision of GAC.
- C7.04 As soon as possible following receipt of the material under Articles C7.01 and C7.02, the Provost shall provide a copy of that material to the Librarian except that which is confidential.
- C7.05 The Librarian may submit material in response to that submitted under Articles C7.01 and C7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles C7.01 and C7.02.
- C7.06 The Provost shall offer to meet with the Librarian within 20 days of the receipt of the recommendation under Article C7.03 or within 10 days of the receipt of the material under Article C7.05. The Provost may be accompanied by an Administration Advisor and the Librarian may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- C7.07 Following any meeting under Article C7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
- a) not approve the recommendation of the LEC Chair; or
 - b) penalize the Librarian, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.

- C7.08 The Provost shall, as soon as possible after reaching a decision under Article C7.07, advise the Librarian, the LEC Chair and the Association of the decision, in writing.
- C7.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, that the performance of the Librarian be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- C7.10 The Librarian may appeal the decision under Article C7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- C7.11 Within 10 days of receipt of the notice of appeal under Article C7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the professional activity of the Librarian appointed by the LEC Chair;
 - b) one person who is familiar with the professional activity of the Librarian appointed by the Librarian; and
 - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- C7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article C7.07 should be upheld, varied or dismissed.
- C7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- C7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Librarian to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- C7.15 The decision of the review board shall be final and binding.
- C7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article C7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- C7.17 If the review board upholds the appeal of the Librarian and if LEC determines that the performance of the Librarian is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article C7.01.
- C7.18 All dates and times established by this Article C7 may be varied by the mutual written consent of the Librarian, the LEC Chair and the Provost.

Article C8: Appeals

Definitions

- C8.01 In this Article C8:
- a) “Advisor” means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) “Appellant” means the Librarian who has appealed;
 - c) “Chair” means the Chair of the General Appeals Committee (GAC); and
 - d) “Respondent” means the LEC Chair.

GAC membership

- C8.02.1 Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:
- a) the Provost, or designate as Chair;
 - b) five tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand.
- C8.02.2 [Vacant]
- C8.02.3 The 3 Librarians referred to in Article C8.02.1(c) shall not be from the same Unit as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Unit as the Appellant.
- C8.02.4 [vacant]
- C8.02.5 No members of the LEC whose decision is being appealed may be members of GAC.
- C8.02.6 Subject to Article C8.02.7, the quorum of GAC shall be all the members provided for in Article C8.02.1.
- C8.02.7 If, after a hearing commences, one GAC member appointed under Article C8.02.1(b) or one GAC member appointed under Article C8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

- C8.03.1 A Librarian may appeal the following decisions to GAC in accordance with the provisions of this Article C8, provided that the Librarian has appeared before LEC to present a case or has submitted documentation to LEC to support a case:
- a) the decision of LEC not to offer a further appointment upon the termination of a probationary appointment;
 - b) the decision of the LEC to designate a Zero Increment as unsatisfactory and unacceptable (pursuant to Article C6.08(d));
 - c) the decision of LEC to award less than an Increment, and
 - d) the decision of the Provost to terminate an appointment during probation (pursuant to Article C5.05).
- C8.03.2 Where a Librarian appeals under both Articles C8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

- C8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article C8.02.
- C8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles C8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- C8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article C8.02.
- C8.04.4 A decision of the Chair under Article C8.04.3 may be made without a hearing and shall be final and binding.

- C8.04.5 Within 10 days of the date the decision of LEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the LEC decision being appealed.
- C8.04.6 As soon as reasonably possible following receipt of the letter under Article C8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to LEC.
- C8.04.7 Within 5 days of the date of the request in Article C8.04.6, the Respondent shall file with the Chair all materials submitted to LEC.
- C8.04.8 As soon as reasonably possible following the receipt of the materials in Article C8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.9 Within 15 days of the date the material forwarded in Article C8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of LEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article C8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before LEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to LEC.
- C8.04.10 As soon as reasonably possible following the receipt of the materials in Article C8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- C8.04.11 Within 15 days of the date the material forwarded under Article C8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article C8.04.9;
 - b) the minutes of LEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Respondent at the GAC hearing;
 - e) a copy of the position description and performance expectations in accordance with Article C6.02.1;
 - f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before LEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to LEC.
- C8.04.12 Subject to Articles C8.09, as soon as reasonably possible following receipt of the material forwarded under Article C8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.13 Notwithstanding Articles C8.04.8 and C8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- C8.04.14 Notwithstanding the time limits set out in Articles C8.04.9 and C8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

- C8.04.15 No material may be submitted to the Chair after the deadlines set out in Article C8.04.9 and C8.04.11 or after the extensions granted under Article C8.04.14, without the written consent of the Chair.
- C8.04.16 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles C8.04.9 and C8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.
- C8.04.17 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

- C8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.
- C8.05.2 GAC may adjourn the hearing from time to time.
- C8.05.3 GAC shall normally record the hearing and may use the recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.
- C8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article C8.
- C8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles C8.04.9 and C8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.
- C8.05.6 Subject to Article C8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- C8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article C8.09.1.
- C8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- C8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- C8.05.10 Subject to Article C8.05.10.1, the order of presentation at the hearing shall be as follows:
- a) the Respondent presents their case, followed by any questions from the GAC and Appellant, in that order;
 - b) if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;
 - c) the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;
 - d) if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;
 - e) rebuttal by the Respondent;
 - f) rebuttal by the Appellant;
 - g) closing argument by the Respondent; and
 - h) closing argument by the Appellant.

- C8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.
- C8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- C8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- C8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

- C8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- C8.06.2 Subject to Article C8.02.7, all members of GAC shall vote, except for the Chair.
- C8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.
- C8.06.4 The vote of the members of GAC shall be by secret ballot.
- C8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- C8.06.6 The decision of GAC shall be final and binding.
- C8.06.7 The decision of GAC shall normally be made no later than September 30 next following the date of the LEC decision in the case of appeals of incrementation decisions and not later than 90 days from the date the appeal is filed about decisions concerning the award of tenure or extension of probation or termination during probation.
- C8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

- C8.07.1 GAC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- C8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before LEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of LEC to be appropriate.
- C8.07.3 Where GAC allows the appeal, it has the power:
- a) in the case of an appeal of a decision by LEC not to offer an appointment with tenure upon the termination of the probationary period, to award such an appointment or to extend the probationary period by one year;
 - b) in the case of an appeal of a decision by LEC to award Zero Increment, to uphold the decision to award Zero Increment but GAC may change any identification as to meaning in the decision made under Article C6.08 to any other identification more favorable to the Appellant;
 - c) in the case of an appeal of a decision by LEC to award less than an Increment, to award Incrementation which is greater than that awarded by LEC but which shall be one of a half Increment; a three quarter Increment; a partial Increment or an alternative citation of Zero Increment, (under Article C6.08); and
 - d) in the case of an appeal of a decision of the Provost, under Article C5.05.1, to terminate the appointment of the Appellant during probation, to establish a revised end date for the

probationary period. The revised end date shall provide approximately as much time as was available in the original probationary period prior to the start of the proceedings.

C8.07.4 GAC shall be bound by the position description and performance expectations pursuant to Article C6.02.

Time limits

C8.08 Except for the times established in Articles C8.04.9 and C8.04.11, to which Article C8.04.14 applies, all dates and times established by this Article C8 may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

C8.09.1 The Chair shall not forward any confidential material received under Article C8.04.11 (and described in Article C6.12.1 to the Appellant under Article C8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article C6.12.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article C8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

C8.09.2 A written instrument referred to in Article C8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

C8.09.3 Subject to Article C8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

C8.09.4 Subject to Article C8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

C8.09.5 The confidential information described in Articles C8.09.3 and C8.09.4 may only be disclosed by a person involved in an appeal to another person:

- a) when required to do so by law; or
- b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.

C8.09.6 Where disclosure of the confidential information described in Articles C8.09.3 and C8.09.4 is made in accordance with Article C8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article C9: Salaries and Benefits

Salaries

C9.01 The salary scales for Librarians is set out in Appendix C.2.

Supplementary Health, Dental and Ancillary Benefits

C9.02 Librarians are eligible to participate in the University benefit programs applicable to Librarians.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

C9.03.1 Librarians shall participate in the Universities Academic Pension Plan (UAPP).

C9.03.2 Librarians are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

C9.04.1 Librarians shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

C9.04.2 Unused vacation may be carried forward from year to year with the written approval in advance of the Chief Librarian.

C9.04.3 A Librarian may receive on resignation, an amount in lieu of vacation time accrued but not taken, but such an amount shall not exceed one year's vacation entitlement. The payment shall be based on the salary rate as of the effective date of the resignation.

Article C10: Delegation

C10.01 The Board confirms delegation of its powers, duties and functions for the performance of the responsibilities contemplated by the terms of the Common Agreement and this Schedule C, including responsibilities assigned to a person or committee pursuant to:

- a) Article C1 - Appointments
- b) Article C5 - Probation and Tenure
- c) Article C6 - Evaluation
- d) Article C7 - Unacceptable Performance
- e) Article C8 - Appeals
- f) Article 7 - Discipline
- g) Article C11 - Financial Emergency

with power to delegate further as set out in this Article.

C10.02 The authority of any party described in Article C10 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

C10.03 Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule C may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Chief Librarian, or to a Librarian, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)

C10.04 [Vacant]

C10.05 If, in the Common Agreement or this Schedule C, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article C11: Financial Emergency

Preamble

C11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances the procedures of this Article C11 shall be followed.

Definitions

C11.01 In this Article C11:

- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means a Librarian who, on the termination date, has 12 years or more of service at the University of Alberta, under the VSIP (Article C11.18).
- c) "VSIP" means a voluntary severance incentive plan.
- d) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a Librarian's position is deleted.
- e) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

C11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.

C11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.

C11.04 If, following the meeting under Article C11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article C11.

C11.05 If the Association does not meet under Articles C11.02 and C11.03, the President may nevertheless initiate the procedures.

C11.06 Concurrent procedural streams shall be initiated by the President:(a) a voluntary severance incentive plan (VSIP), (C11.07 - C11.18); and (b) determination of whether or not there is a Financial emergency (C11.19 - C11.36).

VSIP

C11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles C11.14 - C11.17.

C11.08 The amount of the severance shall be 12 months' salary of the Eligible staff member on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.

C11.09 [Vacant]

C11.10 [Vacant]

C11.11 The President shall announce implementation of the VSIP immediately following the decision under Article C11.04.

C11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

- C11.13 Based on the predicted Savings under Article C11.12, the Provost shall allocate to the Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. The Vice-President may identify certain Staff Members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the Financial emergency and those Staff Members shall be informed of the decision before the applications are invited.
- C11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article C11.17.
- C11.15 The Vice-President is authorized to approve such applications provided the allocations under Article C11.13 are honored.
- C11.16 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a Staff Member shall be approved first.
- C11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article C11.29) or 30 days from its establishment (under Article C11.22), whichever is the later.
- C11.18 The termination date for an Eligible staff member who has been approved for a VSIP shall be no earlier than 3 months after the deadline for application (under Article C11.17) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

- C11.19 The President shall, as soon as possible following the decision under Article C11.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- C11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article C11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- C11.21 Within 5 days following the declaration under Article C11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- C11.22 Within 10 days following the declaration under Article C11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- C11.23 The Commission established under Article C11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- C11.24 If either party fails to undertake its responsibility under Article C11.22, then the other may select the members of the Commission.
- C11.25 The Commission shall select its own chair from among its 5 members.
- C11.26 The Commission shall have the right to inspect relevant University financial records.
- C11.27 The Commission shall meet within 10 days of the appointment of its last member.

- C11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- C11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- C11.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- C11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles C11.07 - C11.18.

Implementation of Financial Emergency

- C11.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of Librarians after application of the Savings;
 - b) place a freeze on the hiring of Staff Members, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article C11.31.
- C11.33.1 If the discussions with the Association under Article C11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all Librarians applied in an equal percentage to all Librarians; or
 - b) through the lay-off of Librarians; or
 - c) at the Board's discretion, through a third option.
- C11.33.2 In order to prepare for the possibility of layoff, the Provost shall prepare estimates of the number of layoffs expected in the Library. Information about the estimates shall accompany the ballot for choosing among the options in Article C11.33.1.
- C11.33.3 If the Librarians opt under Articles C11.33.1.(b) or C11.33.1.(c) (with layoffs) in the vote under Article C11.34, the Provost shall determine the specific Librarians to be laid-off.
- C11.33.4 The Provost shall advise the Librarians affected, in writing, with a copy to the Association.
- C11.33.5 Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date shall not be less than 3 months from the date on which the Librarian is advised, in writing, of the decision to lay-off the Librarian.

- C11.34 The Board's proposals under Article C11.33.1 shall be put to a vote of Librarians affected, with such a vote to be completed within 20 days of the Board's submission under Article C11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- C11.35 The vote of the Librarians under Article C11.34 shall be final and binding upon the Board, the Association and the Librarians.
- C11.36 Any changes to salaries/salary scales and benefits of Librarians resulting from application of Articles C11.32 - C11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles C11.32 - C11.35.

Exclusion

- C11.37 Librarians whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article C11.

Appendix C.1: Letter of Appointment



Office of the Chief Librarian

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule C for Librarians, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/position/title:
2. Department:
3. Effective Date:
4. Probationary Period: (or Appointment with tenure effective)
5. Initial salary rate: \$ per annum
6. You are eligible for a removal allowance in accordance with the regulations found at: <http://www.hrs.ualberta.ca/Recruitment/Relocation.aspx> [Delete if not applicable].
7. Special Conditions:
8. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.
9. You may be eligible for a removal allowance of \$ in accordance with Article C1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned by will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Chief Librarian]
Vice-Provost (Learning Services) & Chief Librarian

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Dated at _____ (City)

This _____ day of _____, _____ (Day) (Month) (Year)

Signature

Appendix C.2: Librarian Salary Scales

**Full-time Librarians
Effective July 1, 2020 to March 31, 2023**

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$62,231	\$86,166	11 @ \$ 2,176.
	\$86,167	\$124,387	15 @ \$ 2,548
Librarian 2	\$87,744	\$144,452	18 @ \$ 3,206
Librarian 3	\$102,364	\$170,080	18 @ \$ 3,762.

**Full-time Librarians
Effective April 1, 2023 to November 30, 2023
(Reflects an increase of 1.25%)**

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$63,009	\$87,242	11 @ \$ 2,203
	\$86,243	\$125,943	15 @ \$ 2,580
Librarian 2	\$87,828	\$146,256	18 @ \$ 3,246.
Librarian 3	\$103,644	\$172,206	18 @ \$ 3,809.

**Full-time Librarian
December 1, 2023 to June 30, 2024
(Reflects an increase of 1.50%)**

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$63,954	\$88,550	11 @ \$ 2,236.
	\$88,551	\$127,836	15 @ \$ 2,619
Librarian 2	\$89,145	\$148,455	18 @ \$ 3,295
Librarian 3	\$105,199	\$174,787	18 @ \$ 3,866

**Full-time Librarian
December 1, 2023 to June 30, 2024
(Reflects an increase of 0.50%. Implementation is subject to the Gain Sharing Formula
referenced in Appendix A: Economic Agreement)**

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$64,271	\$88,991	11 @ \$ 2,247
	\$88,992	\$128,472	15 @ \$ 2,632
Librarian 2	\$89,591	\$149,189	18 @ \$ 3,311
Librarian 3	\$105,725	\$175,655	18 @ \$ 3,885

Appendix C.3: Vacant

Appendix C.4: Copyright Regulations

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix C.4.
- 1.2 For the purposes of this Appendix C.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or

employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles C2.01.1, C2.01.2, C2.01.3, C2.01.4, C2.01.7, C2.01.8, C2.01.9, and C2.01.10.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective

agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix C.4, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix C.4.