

COLLECTIVE AGREEMENT

Between

The Huron University College Faculty Association
(‘HUCFA’) Librarians

and

Huron University College Board of Governors
(the ‘Employer’)

DURATION: MAY 1, 2026 TO APRIL 30, 2029

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1 PREAMBLE

- 1.1 The Agreement is for three (3) years' duration, May 1, 2026 to April 30, 2029. It includes agreements and appendices on workloads and on salaries and benefits.
- 1.2 HUCFA and the Employer mutually recognize each other as having the exclusive authority to negotiate and enter into this Agreement and other agreements that may be negotiated from time to time between the Employer and the employees in the Library and Learning Services department.
- 1.3 Neither the Employer nor HUCFA shall introduce, implement, or enforce any policy that is inconsistent with or violates this Agreement.
- 1.4 The Employer recognizes the Union, HUCFA, as the sole bargaining agent for all full-time librarians employed at Huron University College in London, Ontario, save and except manager, and those above the rank of managers.

2 GENERAL MATTERS

2.1 Management Rights

Subject to the provisions of this Agreement, HUCFA acknowledges the right of the Employer to operate and manage the University and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights, privileges and obligations conferred on the Employer by the *Huron University College Act, 2020*, as amended.

The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a manner which is not arbitrary, unreasonable or inconsistent with this Collective Agreement.

2.2 Non-Discrimination

The Employer and HUCFA agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any member in regard to any matter including salaries, appointment, dismissal, layoff, employee benefits, and any other terms and conditions of employment. This does not apply where such distinction, exclusion, limitation, or protection meets the criteria of a bona fide occupational requirement, in which case the parties recognize their duty to accommodate.

The Employer and HUCFA recognize their respective responsibilities to provide a workplace free from discrimination. No discrimination, interference, restriction or coercion shall be exercised against, or by a member, in the course of carrying out their responsibilities as outlined in this Agreement, by reason of physical or mental disability, (whether perceived or actual, temporary or permanent, acknowledging the Employer's duty to accommodate, and provided that such condition does not interfere with the fulfillment of the member's responsibilities), race, creed, colour, ancestry, citizenship, ethnic or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, or

membership or activity in an academic staff association, place of residence (except where place of residence interferes with the fulfillment of the member's responsibilities).

This Article shall be interpreted in accordance with Academic Freedom as defined in this Agreement, the *Ontario Human Rights Code*, and the Employer's policy on Harassment, Sexual Harassment, Racism and Discrimination Prevention.

2.3 Collective Agreement

All collective agreements are public documents and shall be available from the administration. A searchable and updated version of this Agreement, including any non-confidential Memorandums of Understanding, shall be maintained by the Employer and available to all members of HUCFA - LLS.

Nothing in this Article is meant to preclude either party of this Agreement from making reasonable requests for additional information from time to time. Such requests shall not be unreasonably denied.

2.4 No Strike / No Lockout

- a) HUCFA agrees that there shall be no strike (partial or full withdrawal of services) during the term of this Agreement.
- b) The Employer agrees that there shall be no lockout during the term of this Agreement.
- c) Strike and lockout bear the meanings used in the *Ontario Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A*.
- d) Members have the right to decline to perform the normal duties of striking or locked-out employees of the Employer during a legal strike by another bargaining unit of employees of the Employer or during any lockout of another bargaining unit by the Employer.
- e) HUCFA-LLS members are required to report to work when not in a legal strike position. In the event of a legal strike by HUCFA faculty members, HUCFA Librarian Unit members cannot be compelled to cross physical picket lines established by other HUCFA members. Discipline shall not apply to HUCFA-LLS members in such a position.
- f) HUCFA-LLS members may book vacation days should they wish not to report to work as a result of a legal strike by other HUCFA members.

3 **DUES CHECK OFF**

- 3.1 During the life of this Agreement, the Employer shall deduct each pay period from the salary of each member of the bargaining unit such fees, dues or assessments as may be authorized from time to time by HUCFA. HUCFA agrees to inform the Employer in writing of any proposed change in the level of these dues at least one (1) full month in advance

of the month in which the proposed change would be effective. No more than four such changes may be initiated in any fiscal year.

- 3.2 The Employer shall remit the amounts deducted pursuant to the clause above to HUCFA no later than the fifteenth (15th) day of the month after the deductions have been made and shall inform HUCFA monthly of the names and position titles of employees whose salaries deductions have been made and the amount deducted from each employee's salary.
- 3.3 The Employer agrees to record the amount of Union deductions on each employee's T4 slip in a manner consistent with Canada Revenue Agency (CRA) rules and regulations.
- 3.4 HUCFA shall indemnify and save the Employer harmless from any claims, demands, suits, judgements, attachments and from any other form of liability as a result of the Employer making any deduction and / or remittance of dues and/or fees on behalf of HUCFA. This indemnification relates to claims or liability arising out of the deduction of dues prior to and following ratification of the Collective Agreement between the parties.

4 DEFINITIONS

4.1 Academic Freedom

Academic Freedom is the right of academic librarians to exercise their professional judgment in developing, organizing, and preserving access to information, in research, teaching, and scholarly activities, and to express their academic views without institutional censorship or discipline and regardless of prescribed or official doctrine. It includes the freedom to build and manage collections according to scholarly standards; to ensure access to diverse materials; and to collaborate openly with faculty, students, and campus partners. This freedom is grounded in the librarian's responsibility to support broad, equitable access to information in alignment with Huron's mission.

4.2 Academic Librarian

Academic Librarian means a professional librarian holding an MLIS degree from an accredited institution.

4.3 Appointment

Appointment refers to the employment terms and conditions of an individual by the Employer as an academic librarian. An appointment under this agreement does not confer faculty status.

4.4 Association

Association refers to the Huron University College Faculty Association.

4.5 Continuing Appointment

Continuing Appointment means an appointment without a fixed term, subject only to retirement, resignation, or termination.

4.6 Employer

Employer refers to Huron University College.

4.7 Intellectual Property

Intellectual Property means any result of intellectual, creative, or professional activity that can be owned by a person or institution, including but not limited to:

Original literary, dramatic, artistic, and musical works, as well as sound or video recordings, performer's performances, and communication signals publications, data sets, computer software, databases, digital learning objects, pathfinders, metadata schemas, and research guides; works of visual art, music, multimedia, or instructional design; inventions, artistic or industrial designs, and other works protectable by patent, copyright, trademark, or other statutory means.

4.8 Librarian Unit

Librarian Unit refers to the bargaining unit under HUCFA for all full-time librarians employed at Huron University College in London, Ontario save and except managers, and those above the rank of managers.

4.9 Library

Library refers the Huron Library.

4.10 Member(s)

Member(s) refers to member(s) of the Librarian Unit within the Association.

4.11 Probationary Appointment

Probationary Appointment means an initial appointment normally leading to consideration for a Continuing Appointment.

4.12 Research

Research refers to the reflective, disciplined, and informed inquiry, assessment, and evidence-informed analysis that librarians may undertake in the course of performing their regular duties. Such activities support effective service delivery, informed decision-making, collaboration within the academic community, and knowledge production.

4.13 Temporary Appointment

Temporary Appointment means an appointment for a fixed and limited period, to replace a member on leave.

4.14 University

University refers to Huron University College.

5 EMPLOYMENT AND PROBATION

5.1 Academic Librarian Levels are outlined as below:

- Librarian I
 - One (1) to two (2) years of relevant experience or equivalent as per Appendix B.
- Librarian II
 - A minimum of two (2) years of relevant experience or equivalent as per Appendix B.
- Librarian III
 - A minimum of seven (7) years of relevant academic library experience or equivalent as per Appendix B.

5.2 A full-time Academic Librarian holds a continuing (unless hired for a temporary replacement position) appointment within the University and is a member of the academic staff. Such appointments encompass the full range of academic and professional responsibilities of librarians as defined in this Agreement.

5.3 Appointments shall be made following an open search and recommendation process. The search committee will make a recommendation to the VP, Academic, for hiring consideration:

- a) The VP, Academic shall, in their sole discretion, decide whether to accept or reject the Search Committee's recommendation based on the qualifications of the candidate, the criteria set by the Search Committee, requirements defined in the Employer approved job description, the factors listed in this Article, any change in circumstances, and the evidence before them.
- b) The VP, Academic's decision shall be communicated, with full reasoning, to the chair of the Search Committee.
- c) If the VP, Academic rejects the Search Committee's recommendation, the VP Academic shall advise the Search Committee. The Search Committee may reconsider the matter and may recommend an alternative candidate, in which case, the applicable procedures in this Article shall be repeated. If the Search Committee is unable to recommend an alternative candidate, the VP Academic may reconsider the recommendation.

5.4 Search committees shall consist of the University Librarian, one (1) Academic Librarian, one (1) faculty member, and one (1) Human Resources representative. The Employer may elect an employee representative as deemed appropriate. Other members of the Huron community, including student representatives, may be invited as deemed appropriate by the VP, Academic, with the caveat that a majority of the voting committee members must hold academic appointments.

5.5 Probationary periods shall normally be for nine (9) months.

- 5.6 New members will be provided with a Letter of Appointment, specifying the job description, professional expectations, and evaluation schedule, in addition to an employment contract.
- 5.7 Upon satisfactory review, a probationary member may be recommended for a Continuing Appointment.
- a) In the event that a Member's performance during the probationary period is deemed unsatisfactory, the Member shall be provided with a written statement outlining the areas of concern and the specific expectations for improvement.
 - b) The review will follow the process outlined in Article 8.0 of this agreement.
 - c) A second unsatisfactory review during the probationary period shall result in the termination of the Member's appointment at the end of that period.
 - d) The Member shall have the right to respond in writing to the review and to seek assistance and/or representation from the Association during the probationary review process.

6 RESPONSIBILITIES AND WORKLOAD

6.1 General

The work of librarians at Huron University College shall consist of a combination of responsibilities outlined in the Employer-approved job description, collegial consultation, and professional self-direction. These responsibilities shall fall under Professional Practice, which includes the application of professional expertise; engagement in research, scholarly, and creative activities; and contributions to the Library, the University, the profession, and the academic community through service, outreach, collaboration, institutional participation, and professional engagement.

6.2 Workload and Assignment

Librarian workload shall be determined in accordance with the Huron University College Librarian Job Descriptions, this Agreement, and related institutional policies, as may be amended from time to time. The expected workload for librarians shall be thirty-five (35) hours per week, with recognition of occasional evening and weekend obligations as required to fulfill professional responsibilities. Workload assignments shall be developed in a collegial manner between the librarian and the University Librarian consistent with principles of fairness, transparency, and in alignment in this Agreement, and the academic mission of Huron University College.

6.3 Interpretation and Application

The responsibilities outlined in the Employer-approved job description and this Article shall serve as the basis for the assessment of librarian performance in processes related to annual review, renewal of contracts and continuing status, where applicable. In evaluating performance, due consideration shall be given to the individual's assigned duties and professional goals. The interpretation and application of this Article shall be guided by the principles of:

- a) academic freedom and professional autonomy;
 - b) collegial consultation;
 - c) recognition of diverse contributions of professional responsibilities as well as, scholarly, and service activities, where applicable; and
 - d) consistency with Huron University College's mission, values, and commitment to academic excellence.
- 6.4 Nothing in this Article shall preclude a librarian from negotiating the distribution of their responsibilities in accordance with evolving institutional needs or their own professional development plan, subject to mutual agreement with the Vice President, Academic and the University Librarian.

7 SCHOLARLY AND PROFESSIONAL DEVELOPMENT

7.1 Purpose

Scholarly and professional development are integral to the work of Academic Librarians and essential to the maintenance of high standards of academic and professional service. Ongoing engagement in research, scholarship, and professional learning strengthens the University's teaching, research, and community mission.

7.2 Rights and Responsibilities

Academic Librarians have the right and responsibility to pursue scholarly activities consistent with their professional practice as outlined in Article 6. Such activities shall be interpreted broadly and in good faith, recognizing the diversity of scholarly and professional contributions within librarianship and related disciplines.

7.3 Institutional Support and Professional Development Allowance (PDA)

In support of Librarian professional development, research or scholarly activities, the Employer will provide each member with a Professional Development Allowance (PDA) per fiscal year (May – April). Accordingly:

- a) The PDA amount will be pro-rated in the first year of employment based on the member's hire date.
- b) The PDA may be used for expenses directly related to professional development, including registration fees, travel, accommodation, per diem expenses, professional memberships, and equipment or materials that directly support scholarly or professional activity.
- c) In the case of travel-related expenses, University travel policies shall apply.
- d) PDA funds will be carried forward for up to one (1) fiscal year, to a maximum cumulative balance equal to twice the annual PDA amount.
- e) Annual PDA per Librarian amount: Effective May 1, 2026, \$2000

7.4 Professional Development Leave (PDL)

Purpose

A Professional Development Leave is designed to contribute to the professional growth, scholarly development, and effectiveness of Academic Librarians, and to the value of their subsequent service to the Huron University College community. Such leave provides time for carrying out a program of research, scholarly activity, or professional learning/advancement that cannot reasonably be undertaken in conjunction with regular responsibilities.

Short Term PDL:

Academic Librarians may be granted a (fully) paid short-term professional development study or research leave of up to five (5) days per fiscal year. This category of leave is intended to support participation in intensive courses, workshops, conferences, or other short-term scholarly or professional projects that enhance academic and professional competence.

8 EVALUATION AND PERFORMANCE REVIEW

8.1 The purpose of evaluation is to provide a fair and equitable assessment of each Member's professional performance and contribution to the University. Evaluation is intended to recognize achievement, identify opportunities for growth, and inform decisions related to career progression.

8.2 Evaluation shall be conducted in a manner consistent with the principles of academic freedom, professional autonomy, and the collegial nature of librarianship. The regular evaluation process does not constitute a step in the formal discipline process as outlined in Article 9 of this agreement.

8.3 Scope and Criteria

The evaluation of Academic Librarians shall reflect the nature of their work and the mission of Huron and of the Library. Evaluations shall consider:

- a) Professional Practice of Academic Librarianship, including but not limited to user services, collections, teaching and information literacy, digital initiatives, research support, or other assigned duties;
- b) Scholarship and Professional Development, including research, publication, continuing education, or contributions to professional associations; and
- c) Service, including participation in committees, institutional projects, professional bodies, and relevant community engagement.

The evaluation process shall recognize that Academic Librarians' roles differ in emphasis and scope, and that excellence may be demonstrated in a variety of ways.

8.4 Frequency of Evaluation

- a) Members holding probationary appointments shall be evaluated at least once every three (3) months before moving to a continuing appointment.
- b) Members holding continuing appointments shall have annual reviews, with more comprehensive reviews conducted once every three (3) years, or earlier at the Member's request, to support professional development, or other career progress considerations.
- c) Evaluations outside these normal intervals may occur when there is a significant change in duties, portfolio, or position, as deemed necessary by the University Librarian or by request of the Member.

8.5 Evaluation Process

- a) The University Librarian shall initiate and oversee the evaluation process. The evaluation shall include:
 - a self-assessment report prepared by the Member, summarizing achievements, professional activities, and service during the review period;
 - supporting documentation of relevant accomplishments (such as project reports, instructional materials, or professional contributions); and
 - a written assessment prepared by the University Librarian.
- b) The evaluation shall be based on evidence of quality, effectiveness, and contribution, rather than quantity of output.
- c) Before finalizing the written assessment, the University Librarian and the Member shall meet to discuss the evaluation. The Member may provide clarifications, additional evidence, or context regarding their performance.
- d) Following the discussion, the University Librarian shall finalize the evaluation and provide a written copy to the Member. The Member may submit a written response within ten (10) working days of receiving the final evaluation.
- e) A copy of the evaluation and any response shall be forwarded to the Vice-President, Academic, and placed in the Member's Human Resources personnel file.

8.6 Outcomes and Development

- a) Evaluations shall be used to identify areas for professional growth and development.
- b) If a Member's performance is found to require improvement, the University Librarian shall provide written feedback outlining the areas of concern and recommended steps for development.

- c) Any performance plan, together with records of all related follow-up meetings or conversations, shall be documented in writing and placed in the member's Human Resources file. A copy shall also be provided to the member for their records.

9 DISCIPLINE

9.1 A member may be disciplined only for reasonable cause. The Employer shall communicate the grounds for any discipline to the member. Disciplinary action shall not be exercised in a manner which is unreasonable, arbitrary, discriminatory, or in bad faith. Discipline of a member will be commensurate with the seriousness of the violations and based on the principle of progressive discipline, where applicable. The Employer recognizes that, prior to imposing discipline, an employee must be made aware of the situation requiring correction and the standard required and, where appropriate, must be given a reasonable opportunity to improve.

9.2 Progressive Discipline typically proceeds according to the following sequence of steps:

Step 1: Discussion of Expectations. A non-disciplinary conversation to clarify expectations. This should occur outside of the formal evaluation process as outlined in Article 8.2, though it may reference prior evaluation-related communication.

Step 2: Verbal warning. A verbal warning outlines the specific corrective actions required. When appropriate, a deadline for completing these actions should be established. The potential consequences of failing to take corrective action must be clearly communicated.

Step 3: Written warning. A formal written warning documenting the concerns and required improvements. When appropriate, a deadline for completing these improvements should be established. The potential consequences of failing to take corrective action must be clearly communicated.

Step 4: Suspension with or without pay. A suspension, with or without pay, depending on the circumstances, as determined by the Employer.

Step 5: Termination with cause. Dismissal based on failure to correct the written concerns within the specified timeframe or for serious misconduct.

9.3 A member has the right to be represented by HUCFA at any meeting that could lead to discipline being imposed.

9.4 If, in any disciplinary matter documented in a member's personnel file, a period of two (2) years passes during which no other disciplinary action is required, then all documents pertaining to the matter will be removed from the member's personnel file except where a legal requirement necessitates that one or more specific documents be retained.

9.5 Members shall have the right to access and review their personnel files once a year by providing two (2) business days' notice to the HR Office. Members shall have the right to respond in writing to any document contained therein. Responses pertaining to disciplinary action shall be removed along with the record of disciplinary action as per Article 9.4

- 9.6 This article shall be interpreted and construed in accordance with the Employer's Duty to Accommodate under the Ontario Human Rights Code as well as other policies and procedures of the Employer.

10 COMPENSATION AND BENEFITS

- 10.1 Compensation for Members of the Librarians Unit shall reflect the academic and professional responsibilities of Academic Librarians and the University's commitment to equitable and competitive remuneration.

10.2 Salary

Each Member shall receive an annual salary in accordance with the salary schedule established for Academic Librarians and set out in Appendix A – Salary Grid (Librarians.

10.3 Salary Increases

- a) Members advance one grid step annually and receive the corresponding salary with a successful performance evaluation of meeting or exceeding expectations, until the cap is reached.
- b) Where possible, the University Librarian will give members notification in writing one year in advance of possible denial of a step increment or part thereof.
- c) Where a member's performance falls below the standards required for the receipt of a full step increment, any increment included in the previous salary payments, prior to the completion of the Director's evaluation of member performance for that year, will be withdrawn as of the next pay and for the remainder of the salary year. Overpayments will be deducted from subsequent salary payments, on a prorated basis, over the remainder of the salary year.
- d) Each Member shall receive a Cost of Living Adjustment (COLA) salary increase effective May 1 of each year of this Agreement. The percentage increase shall be as specified in Appendix A of this agreement.
- e) Salary increases will be prorated if a member has less than one (1) year service as of May 1.
- f) Members on approved leave with pay shall receive the full salary increases with a successful performance evaluation of meeting or exceeding expectations.
- g) Members on approved leave without pay shall receive the increase effective upon their return to active employment with a successful performance evaluation of meeting or exceeding expectations.
- h) Members whose current salary exceeds the maximum of their applicable salary range shall maintain their existing salary until such time as the salary grid surpasses that amount.

10.4 Acting or Additional Responsibilities

- a) A Member who temporarily assumes significant administrative responsibilities beyond normal duties, such as serving as Acting University Librarian shall receive an acting stipend mutually agreed upon by the Employer and the Member.
- b) Such stipends shall be pensionable and included in the calculation of benefits during the term of the assignment.

10.5 General Provisions

- a) All compensation adjustments shall take effect on May 1, unless otherwise specified in this Agreement.
- b) Nothing in this Article shall preclude the Employer from providing additional salary adjustments to correct inequities or anomalies, following consultation with the Association.
- c) Academic Librarians shall receive benefits in accordance with the agreed upon terms in Article 10.6 of this Agreement.

10.6 Benefits

- a) The Benefits Committee of Huron University College is tasked with the review of the benefits policies of concern to HUCFA members.
- b) Post-retirement benefits;
- c) Better dental and vision benefits.
- d) The rewriting of these policies will continue to include consultation with HUCFA through its membership on the Benefits Committee.

11 **VACATION AND LEAVES**

11.1 Members of the Librarians Unit are entitled to vacation and leaves as set out in this Article. These provisions recognize that Academic Librarians have year-round responsibilities and that time away from regular duties is essential for renewal, professional development, and well-being.

11.2 Vacation

- a) Each full-time continuing or probationary Member from the first year up to and including the tenth (10) year shall be entitled to twenty one (21) working days of vacation per vacation year, accrued at a rate of 1.75 days per month.
- b) From the beginning of the eleventh (11) year, Members will be entitled to twenty-five (25) working days of vacation, accrued at a rate of 2.08 days per month.
- c) Vacation scheduling shall be determined by mutual agreement between the Member and the University Librarian, taking into account operational requirements and the Member's preferences.

- d) Vacation entitlement shall be prorated for Members appointed after May 1 or for those on limited-term appointments.
- e) The vacation entitlement year is considered to be May 1 to April 30, vacation entitlements will be prorated based on these dates.
- f) The expectation is that members will take their full vacation allotment within each vacation year. At a minimum, members are required to take the minimum vacation allotment as stipulated in the *Employment Standards Act 2000*. Where additional vacation cannot be taken due to operational necessity or approved leave, the unused portion shall be scheduled at the earliest opportunity or members may carry forward fifty percent (50%) of their current year vacation entitlement to the following vacation year.

11.3 Holidays and University Closure

- a) Members shall not be required to work on the following statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any additional holiday declared by the Employer or a government authority.
- b) The Employer will follow the published University of Western Ontario's holiday schedule determine campus closure between Christmas and New Year's Day.
- c) Where operations may be suspended, the University's annual closure period in late December and the Statutory Holidays mentioned in Article 11.3, shall not reduce a Member's vacation entitlement or salary.

11.4 Illness and Injury

11.4.1 Sick leave and short-term disability (STD) benefits are for the sole and only purpose of protecting employees with seniority in the active employment of the employer against loss of income when they are legitimately ill or injured and will be granted on the following basis:

- i. in the first year of employment a member accrues sick days at 1.25 days per month of active service.
- ii. employees who have completed one (1) year continuous service shall accrue up to twenty (20) sick days at 1.67 days per month of active service.
- iii. Employees who have completed three (3) years continuous service shall accrue up to forty (40) sick days at 3.34 days per month of active service.
- iv. employees who have completed five (5) years or more of continuous service shall accrue up to sixty (60) sick days at 5 days per month of active service.

11.4.2 The above sick day accrual shall be effective May 1st following the completion of the applicable year of service.

- 11.4.3 The accrued STD days sick leave benefits referred to herein will not accumulate from year to year but will renew as of May 1st in each year.
- 11.4.4 Periods of illness or injury leave shall not reduce vacation time entitlement or other forms of leave.
- 11.4.5 In the event that a member exhausted their accrued sick days, they will be entitled to short term disability benefits equal to 66.6% of their salary per week for any absences due to illness or injury up to and including one hundred and nineteen (119) calendar days from the commencement of the absence.
- 11.4.6 In the event that a member exhausts their accrued sick days and short term disability benefits, and does not qualify for long term disability (LTD), further medical leave will be unpaid.
- 11.4.7 Where an employee returns to work part time after an injury or illness the time worked will be paid at 100% of the employee's regular rate of pay, and the time away from work will be paid utilizing accrued sick days or at 66-2/3% of their salary per week up to and including one hundred and nineteen (119) calendar days from the commencement of the absence.
- 11.4.8 The Employer reserves the right to require medical certification completed by the member's licensed health care practitioner of the illness or injury, and requires such certification in each case of absence anticipated to exceed, or does exceed, five (5) working days. After reaching the five (5) day threshold, certification required under this provision shall be forwarded to the employer within two (2) working days. Members may contact Huron's Human Resources team to request a reasonable alternative timeframe, which shall not be unreasonably denied.
- 11.4.9 The certification must contain the information the employer may require to:
- i. adjudicate entitlement for the claimed sick days or STD benefit;
 - ii. have reasonable certainty with respect to prognosis/return to work date so that proper arrangements to have the work performed in the member's absence can be made, and;
 - iii. understand the members restrictions and limitations to determine whether accommodated or alternative work will be offered to the member.

The Employer shall reimburse employees for the cost which practitioners may charge for such certification, up to the maximum charges as recommended from time to time by the OMA

12 TERMINATION, RETIREMENT, AND LAYOFF

- 12.1 The Employment of Librarians may be terminated, or end, in one of the following ways:
- Resignation

- Retirement
- Expiration of term employment

12.2 Resignation

A Member may resign by providing written notice of the Employer stating the effective date of resignation. The notice period shall normally allow reasonable time for the orderly transfer of duties but be no less than four (4) weeks.

12.3 Retirement

- a) A Member intending to retire shall provide at least twelve (12) months' written notice to the Employer, unless otherwise agreed by the Employer.
- b) The Employer and HUCFA may negotiate early retirement incentives or phased-retirement arrangements from time to time.
- c) Salary, pension, and benefits during early retirement shall be governed by the applicable pension and benefits plans and any early-retirement program in effect at the time of the Member's retirement.
- d) Eligibility for participation in benefit and pension plans shall be determined by the terms of the applicable plans and legislation.

12.4 Retirement Planning

Upon request, the Employer shall meet with a Member to discuss retirement planning. A representative of HUCFA may attend at the Member's request.

12.5 Emeritus Librarian Status

- a) A retiring or retired Member who has provided ten (10) or more years of distinguished service to the Employer as an Academic Librarian may, upon recommendation of the University Librarian and the Vice-President, Academic, and upon approval of the President, be granted the honorary title of Librarian Emeritus.
- b) Upon the President's approval, appointments to the status of librarian emeritus will be announced at Academic Council.
- c) The title carries no remuneration but recognizes continuing affiliation with the University.
- d) Emeritus Librarians shall normally retain reasonable access to library resources, services, and facilities, and institutional email as determined by the Employer.

12.6 Expiration of Term Employment

- a) A Member employed for a limited-term, covering a Member's employer approved leave of absence, shall have their employment automatically concluded on the expiry date

specified in their employment contract, without further notice, compensation, or entitlement beyond that date.

- b) The non-renewal or expiry of a limited-term employment contract shall not constitute a dismissal or termination for cause.
- c) The Employer's decision not to renew or extend a limited-term appointment is within the exclusive discretion of the Employer and shall not be subject to grievance or arbitration, except where the Member alleges that the decision was discriminatory contrary to applicable human rights legislation or in violation of application of employment legislation.

12.7 Layoff

- a) If there is a risk of layoff(s) because the Employer determines that a temporary or permanent reduction in work is necessary, the President, or designate, shall inform HUCFA in writing. The information provided to HUCFA in the president's correspondence must include a brief that explains the nature of the President's concerns and includes the relevant data or information available to the President. The Employer and HUCFA will consult for a 4-week period in order to review and consider the President's brief and attempt to identify alternatives to the layoff(s).
- b) If after this period of consultation, the President determines that the layoff(s) remain necessary, the Employer shall explore and, where feasible, implement alternatives such as attrition, voluntary early retirement, voluntary reduced-time status, or redeployment.
- c) If layoffs are required within the Librarian Unit, selection shall be based on institutional need, the qualifications required to perform remaining work (including reasonable retraining), and years of service.
- d) Affected members will receive a written notice no later than eight (8) weeks in advance of the effective date, or at the University's discretion compensation in lieu thereof. If the Employer chooses compensation in lieu of advanced notice, recall rights shall not be affected.
- e) A layoff under this Article is not considered dismissal for cause.
- f) Instead of receiving a layoff notice, a member may opt to accept a severance package of three (3) weeks' regular pay for each completed year of continuous service, prorated for partial years, to a maximum of fifty-two (52) weeks. Notwithstanding the foregoing, in no event shall the severance package provide less than the Member's minimum entitlements to notice of termination, termination pay, and severance pay, if applicable, under the *Employment Standards Act, 2000*.
- g) The severance package shall be inclusive of, and not in addition to, any statutory notice, termination pay, or severance pay obligations under applicable employment standards legislation. Employment will be terminated upon acceptance of a severance package, and the Member shall have no recall rights.

- h) A Member who is laid off shall have recall rights for eighteen (18) months to any librarian position within the unit for which the Member is qualified, subject to reasonable training.
- i) Offers of recall shall be made in writing to the Member's last known email and postal address as reflected in the Employer's records. It is the Member's responsibility to ensure the Employer has current contact information at all times during the recall period.
- j) An offer sent by email shall be deemed received on the date transmitted. An offer sent by mail shall be deemed received five (5) working days after mailing.
- k) Failure to respond within thirty (30) days of deemed receipt shall be deemed a refusal to accept the recall offer, and all recall rights shall immediately cease.
- l) During the layoff notice period, all benefits shall continue. Post-notice benefit continuation shall be governed by plan provisions or negotiated severance.

13 GRIEVANCE AND ARBITRATION

- 13.1 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in these procedures, or against any employee who elects not to pursue a grievance.
- 13.2 The parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.
- 13.3 Both parties to this Agreement shall have carriage of their respective grievances and shall deal with only the other party, not individual faculty members, with respect to a grievance.
- 13.4 On request of either HUCFA or the Employer, the other party shall provide access to all non- privileged documents relevant to the grievance to provide for an open, fair and expeditious processing of the grievance.
- 13.5 Definitions:
 - a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Agreement.
 - b) Grievor: The grievor may be either HUCFA or the Employer. HUCFA may initiate a grievance on behalf of a member or group of members or itself. The Employer may initiate a grievance on behalf of the Employer.
- 13.6 Types of Grievance:
 - a) An individual grievance is a grievance initiated by HUCFA on behalf of an individual member;

- b) A group grievance is a grievance initiated by HUCFA on behalf of a group of members;
- c) A policy grievance is a grievance by HUCFA or the Employer which may involve a matter of general policy or of general application of the Agreement;
- d) An association grievance is a grievance which directly affects HUCFA;
- e) An Employer grievance is one initiated with regard to actions taken by a member of HUCFA or by the association as a body.

13.7 Time Limits

- a) Either party shall file a grievance according to procedures outlined below under "Grievance Procedure" within thirty (30) working days after the occurrence of the incident giving rise to the grievance, or thirty (30) working days from the date it became aware of the events giving rise to the grievance, whichever is later. During the thirty (30) working day period either party may initiate an informal discussion with the view to resolve the issues without the need to file a formal grievance. The thirty (30) working day period may be extended by mutual agreement.
- b) Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- c) In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- d) The time limits specified in this article may be extended by mutual agreement by the parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

13.8 Technical Irregularities

No technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

13.9 Termination of Employment

- a) In cases involving dismissal for cause, HUCFA shall have the right to take a dispute directly to arbitration.
- b) In all cases involving dismissal for cause, discipline, or alleged incompetence, the burden of proof shall be on the Employer to establish its case.

14 GRIEVANCE & ARBITRATION PROCEDURE

- 14.1 A grievance shall be in writing signed by a representative from HUCFA or the Employer and, as the case may be, shall specify the matter(s) in dispute, the article(s) alleged to have been violated, and the remedy sought.
- 14.2 No later than ten (10) working days following the receipt of the grievance, the Employer's representative shall meet with the HUCFA representative. The parties shall make every reasonable attempt to resolve the grievance.
- 14.3 If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the HUCFA representative and the Employer's representative within ten (10) working days of the meeting at which the settlement was reached.
- 14.4 In the event that the HUCFA representative and the Employer's representative cannot resolve the grievance within ten (10) working days of the meeting(s) specified in Article 14.2, the reasons shall be documented and shared by both parties.
- 14.5 If the grievance is not resolved at the meeting(s) held under Article 14.2, none of the information exchanged during the meeting(s) can be brought forward as evidence in any subsequent arbitration.
- 14.6 Either party may, within fifteen (15) working days of receipt of the response specified in Article 14.4, request in writing that an ad hoc Dispute Resolution Committee be formed and that it hold a dispute resolution committee meeting within thirty (30) days of receipt of this request. The Committee will consist of two persons appointed by the Employer, two persons appointed by the President of the Faculty Association, and a fifth person (who will act as chair) appointed by the other four members. The fifth person may be a person who is not a member of the immediate Huron University College community and may be a person who has proven experience of dispute resolution in other contexts.
- 14.7 The purpose of the ad hoc Dispute Resolution Committee is to investigate the possibility of finding a compromise acceptable to both HUCFA and the Employer. The Dispute Resolution Committee shall work as expeditiously as possible to try to resolve the matter. In the event that, after at least one meeting to discuss the grievance, a majority of the ad hoc Dispute Committee members determine that the Dispute Resolution Committee is not likely to find a resolution acceptable to both parties through further discussion, the Chair shall inform the parties in writing that the matter remains unresolved.
- 14.8 If the grievance is not resolved at the meeting(s) held under Article 14.6, none of the information exchanged during the meeting(s) can be brought forward as evidence in any subsequent arbitration.
- 14.9 Arbitration
 - a) Either party may, within fifteen (15) working days of receipt of the written notification or date by which it was to be received as specified in Article 14.7, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

- b) The arbitrator will be selected by agreement between the two parties.
- c) The arbitrator shall have the duty and power to adjudicate all matters in dispute.
- d) The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- e) The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate; however, the award shall not be inconsistent with the terms of this Agreement.
- f) The arbitrator shall not have the power to alter, add to modify, or amend the Agreement in any respect whatsoever.
- g) All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both parties, subject to the award of costs by the arbitrator as part of the remedy.

15 INTELLECTUAL PROPERTY

15.1 Subject to collective agreement provisions and legal obligations including with respect to harassment and discrimination in the workplace, this Article affirms that the free pursuit and dissemination of knowledge form part of the academic and professional responsibilities of Academic Librarians. Ownership and control of scholarly, creative, instructional, and professional works, along with the freedom in selecting, acquiring, and organizing information resources, are essential to academic freedom.

15.2 Copyright

Copyright refers to the rights associated with original works created through a librarian's professional and scholarly activities.

15.2.1 Scholarly and Instructional Works

- a) Librarians retain ownership of scholarly and instructional works created in the course of their professional activities. Such works include, but are not limited to, books, articles, monographs, conference presentations, teaching materials, lectures, and similar academic outputs, whether in print, digital, or other formats.
- b) The Employer shall have a non-exclusive, royalty-free, perpetual license to use such works for internal educational and administrative purposes of the University. Such use shall not include commercial exploitation or external distribution beyond the University without the consent of the Librarian, and shall respect the integrity of the work and appropriate attribution to the author, subject to any applicable third-party copyright agreements.

15.2.2 Institutional and Operational Works

- a) Works created by a Librarian in the course of their assigned duties, including but not limited to research guides, institutional websites, internal documentation, and instructional materials developed for specific courses or programs, shall remain the intellectual property of the Librarian. The Employer shall have a non-exclusive, royalty-free, perpetual license to use, reproduce, and adapt such works for institutional purposes consistent with the academic mission of the University.
- b) A Librarian may, upon reasonable written notice, request that the Employer cease use of a specific work. Such notice shall outline the reasons for the request, which may include, but are not limited to:
 - outdated or inaccurate information,
 - ethical concerns,
 - circumstance where the information no longer reflects the Librarian's professional expertise or scholarly position in a manner that could reasonably impact their professional reputation, or,
 - perceived legal or professional liability issues.
- c) The Employer shall make reasonable efforts to comply with such a request within a mutually agreed timeframe, taking into account operational requirements and continuity of service.
- d) Librarians retain the right to use such works for professional and scholarly purposes, including in portfolios, teaching, and future research, provided that such use does not conflict with the Employer's interests

15.2.3 Special Assignments and Commissioned Works

- a) The development of materials as part of specially assigned duties or commissioned projects shall be governed by a separate written agreement between the Employer and the Librarian. Such agreements shall specify copyright ownership and usage rights.

15.2.4 Disclosure and Commercialization

- a) Librarians shall disclose to the Employer any copyrighted work created in the course of employment or through the use of University resources where there is a reasonable expectation of commercial application. Any commercialization shall be addressed in accordance with applicable University policies and any relevant agreements.

15.3 Patent

- a) Patentable Intellectual Property (PIP) is any outcome attributable to a Member's activity undertaken in fulfillment of the Member's responsibilities that has the potential to be protected (by patent or other statutory means other than by copyright alone) and which the Member wishes to be protected and/or exploited for commercial gain.

The term patent shall apply to any such form of statutory protection.

- b) Where a Member's invention is developed as a result of Extraordinary Support by the University and/or any external organization or individual, the University and/or such external party shall have an interest in the resulting PIP.
- c) At the time such Extraordinary Support is offered, the member may stipulate whether they wish to negotiate a claim to ownership or revenues arising from the PIP. Where the member does not do so, provisions in this Article shall be applicable.
- d) Extraordinary Support refers to University funds, personnel, facilities, equipment, and other resources that are provided to a Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves, professional development leave, personnel, facilities, equipment, and other resources regularly funded by the library, the normal use of University's library resources and computers, and the University support accessible in connection with normal duties or academic instructional programs involving the Member.
- e) In no case shall the University's share of gross revenues exceed fifty percent (50%). Once the University has recovered the full amount of the Extraordinary Support, defined as actual, direct, and documented costs, its share shall be reduced to no more than forty percent (40%).

15.4 Freedom from Commercial

No Member shall be obliged to engage in the commercialization of scholarly or professional work, nor required to provide commercial justification for it. The Employer shall not enter into or administer any agreement with a third party that abridges, or has the effect of abridging, a Member's intellectual property rights.

15.5 Right to Publish and Disseminate

The Employer shall not interfere with a Member's freedom to publish, present, or disseminate the results of scholarly, professional, or creative work, except as limited by duly constituted research-ethics processes or confidentiality undertakings approved by the Member

15.6 Legislative Changes

If amendments to the Copyright Act, Patent Act, or other relevant legislation materially affect this Article, the Parties shall meet to review and, if necessary, revise the provisions.

15.7 Open Access and Repository Deposit

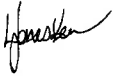
Members are encouraged to make their scholarly and professional work accessible through open access channels and institutional repositories. Voluntary deposit of work in an open-access or institutional repository does not affect the Member's ownership of


copyright or other intellectual property rights. The Employer shall not require deposit or public release of a work without the Member's written consent.

SIGNATURE PAGE

SIGNED AT London this 9th day of June, 2026

FOR THE EMPLOYER







FOR HUCFA





APPENDIX A – HURON ACADEMIC LIBRARIAN SALARIES

The salary grid is defined over steps 1 through 20. Step increments begin at \$2,000 and will rise with a cost of adjustment assessed at 2% for each year of the agreement.

In the awarding of salary increases it is reasonable for Huron University to expect librarians to be scrupulous in the performance of their duties as outlined in Article 6. Salary increases will be determined by the Director of Library and Learning Services in consultation with the V.P. Academic's Office based on the annual performance evaluation as outlined in Article 8.

Librarian			
	2026/27	2027/28	2028/29
Step		2.0%	2.0%
1	\$70,781	\$72,197	\$73,641
2	\$72,781	\$74,237	\$75,721
3	\$74,781	\$76,277	\$77,802
4	\$76,781	\$78,317	\$79,883
5	\$78,781	\$80,357	\$81,964
6	\$80,781	\$82,397	\$84,045
7	\$82,781	\$84,437	\$86,125
8	\$84,781	\$86,477	\$88,206
9	\$86,781	\$88,517	\$90,287
10	\$88,781	\$90,557	\$92,368
11	\$90,781	\$92,597	\$94,449
12	\$92,781	\$94,637	\$96,529
13	\$94,781	\$96,677	\$98,610
14	\$96,781	\$98,717	\$100,691
15	\$98,781	\$100,757	\$102,772
16	\$100,781	\$102,797	\$104,853
17	\$102,781	\$104,837	\$106,933
18	\$104,781	\$106,877	\$109,014
19	\$106,781	\$108,917	\$111,095
20	\$108,781	\$110,957	\$113,176

Librarians will be placed on the salary grid according to the criteria outlined in Appendix B.

Decisions regarding the recognition and weighing of relevant experience shall be made in consultation with the University Librarian through a transparent process and shall be communicated to the candidate at the time of appointment.

As part of the implementation of this first Collective Agreement, a one-time stipend shall be paid to all members who are actively employed in the bargaining unit on the date of ratification.

The stipend shall be calculated as follows:

- a) Employees who received step progression increases during both the 2024/2025 and 2025/2026 fiscal years shall receive a stipend equal to two percent (2%) of the average of their base salary for those two fiscal years.
- b) Employees who did not receive any step progression increases during the 2024/2025 and 2025/2026 fiscal years shall receive a stipend equal to four percent (4%) of the average of their base salary for those two fiscal years.

For greater clarity, base salary shall exclude overtime, allowances, and any other additional payments.

The stipend shall be paid within 30 days of ratification of the Collective Agreement.

APPENDIX B – ACADEMIC LIBRARIAN GRID PLACEMENT CRITERIA

For the placement on Level I, Level II, and Level III salary grid for the Academic Librarian role is as follows:

1. Level I:
 - a. Entry-level placement for members meeting minimum academic qualifications (MLIS)
 - b. Relevant experience and education may be considered for step placement within this range.
2. Level II:
 - a. Requires a minimum of two (2) years of completed full-time equivalent librarian experience
3. Level III:
 - a. Requires a minimum of seven (7) years of completed full time equivalent experience in an academic librarian experience
4. Experience credited toward meeting minimum qualifications for a level shall not be re-credited for step progressions.
5. Increments of 0.5 or greater will be rounded up.

Years of Experience Credits and Credit Limits:

	Increment	Maximum Eligible Years of Experience	Maximum Grid Step Entitlement
Academic Librarian or equivalent duties as it relates to the Employer Approved Job Description at other institutions prorated to FTE experience	1.0	N/A	N/A
Relevant experience as it relates to the Employer Approved Job Description (defined as experience demonstrating significant alignment with the responsibilities, complexity, and level of professional judgment required by the position)	0.5	10 Years	5.0
Other relevant experience as it relates to the Employer Approved Job Description (defined as experience demonstrating partial or supporting alignment with the responsibilities of the position e.g. per course equivalent teaching)	0.25	10 Years	2.5

Librarian Grid Placement for First Collective Agreement

Based on agreed upon criteria outlined in Appendix B, current Librarian members will be placed on the grid effective May 1, 2026 as follows:

- Patrick Gavin Step 12
- Ryan Rabie Step 11
- Melissa Rapp Step 10
- Christina Caranci Step 7

MEMORANDUM OF UNDERSTANDING

BETWEEN:

HURON UNIVERSITY COLLEGE EXECUTIVE BOARD (HURON)

AND:

HURON UNIVERSITY COLLEGE FACULTY ASSOCIATION (HUCFA)

This Memorandum of Understanding (MOU) is adopted in order to outline agreement regarding the use of Artificial Intelligence and copyright materials created by Librarians.

Whereas the University is committed to addressing concerns related to the impact of Artificial Intelligence (AI) on the intellectual property (IP), privacy, and working conditions of librarians;

Huron and HUCFA:

1. Acknowledges that the field of Artificial Intelligence is a rapidly growing, emerging field. As such, the legal and regulatory frameworks related to intellectual property remain uncertain and continue to develop.
2. The Employer agrees that Librarian-created teaching materials and research content shall not be used in artificial intelligence systems to develop new courses, programs, or other instructional materials without consultation with and, where appropriate, the consent of the Librarian, consistent with institutional intellectual property policies.
3. HUCFA and Huron commit to ongoing conversations with the goal of working through challenges and opportunities related to AI, including, but not limited to, issues related to members' IP, privacy, work, and working conditions. The employer commits to engaging HUCFA regarding AI-related matters that will impact its members.
4. This MOU will remain in effect until the end of the current agreement between Huron and HUCFA, April 30, 2029. Either party may, upon written notification, request a review of the MOU prior to the expiration of the collective agreement.