

2014

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## Citation of this paper:

Harrington, Marni and Gerolami, Natasha, "Highs and Lows: An Examination of Academic Librarians' Collective Agreements." (2014). *FIMS Presentations*. 20.

<https://ir.lib.uwo.ca/fimspres/20>

# Highs and Lows: An Examination of Academic Librarians' Collective Agreements

Marni R. Harrington and Natasha Gerolami

In September 2011, members of the librarian and archivists bargaining unit from the University of Western Ontario's Faculty Association went on an 18-day legal strike. Key bargaining issues often include compensation and benefits, and this negotiation was no different. Members were seeking a contract that was fair and equitable, and addressed the pay gap between Western Librarians and Archivists and colleagues at comparable Canadian universities. Other issues included concerns about the documented scope of service and scholarly activities, and annual reporting and reviewing protocols. Another goal was to negotiate an agreement with expiry dates corresponding to the faculty for amalgamation of the agreements in the future, and to further protect the status of the librarians and archivists. In Western's case, work stoppage was used to effectively emphasize the importance of workers' rights in the expired agreement that were not being suitably addressed by the employer.

The strike at Western is just one example of the contentious issues and ongoing struggles that academic librarians have endured; it also highlights the difficulty in documenting librarians' labour in Canadian collective agreements to the satisfaction of its members. The following chapter focuses specifically on the collective agreements themselves. Unionism in Canada today is mainly directed by contracts between bargaining units and employers. In Canadian academic settings, the negotiated contract is the collective agreement. Within this framework, the collective agreement acts as a protective document and the grievance process is used to redress violations of a worker's rights, as stipulated in the agreement. Fur-

thermore, collective agreement provisions can be used to gain control over the trajectory of library work. In this study, we use collective agreements as evidence of the gains that librarians have made through negotiations and as a basis to analyse the clauses that may undermine librarians' autonomy or decision-making ability.

The work for this chapter is based on an analysis of a subset of collective agreements for professional librarians in Canadian universities, with a focus on how academic librarian labour is described and codified. Specifically, it is the documents that are discussed, not the enactment of the collective agreements, although it is understood that what is written and what is practiced may not be equivalent. Through a mixed-method approach, using both quantitative and qualitative analyses, the collective agreements are compared and contrasted for similarities and gaps. A limited amount of university metadata external to the collective agreements were also collected for comparison purposes (e.g., student population). The data are used to address generally, what provisions are documented in academic librarians' collective agreements to protect academic freedom, professional practice, autonomy, and decision-making power in relation to the distribution of work and appropriate workload balance. Relationships between provisions that protect status, autonomy and decision-making are hypothesized to be associated with greater benefits for librarians, such as salary.

## Literature Review

### *The Labour Movement and Libraries*

Recent labour literature discusses the "crisis" in the labour movement, which arises as austerity measures make it an increasingly difficult environment in which to fight for workers' rights. For example, in the recent strike action by librarians and archivists at Western, it was tough for the membership to request a wage increase, particularly in a city like London, Ontario with a disproportionately high unemployment rate. In this environment, union leaders are pressured to give in to concessions, and workers regularly give up past gains.<sup>1</sup> Capitalist restructuring has succeeded as members of the public are starting to believe that workers must make these concessions in order for the economy to remain relevant and competitive. Furthermore, current library literature documents the political climate in which library unions must operate. There is a direct attack on labour in Canada and the United States, with changes to legislation and the introduction or proposed introduction of "right-to-work" legislation, which erodes labour power and unity amongst workers. To protest these legislative changes and restructuring, librarians are joining other workers' movements, taking to the streets, the legislatures, and city halls across the United States and Canada; librarians are protesting changes that erode collective bargaining, workers' rights, and budget stability, which result in negative effects on libraries, library workers, and library services.<sup>2</sup>

Despite these crises, or perhaps because of them, the library literature continues to focus on the role and benefits of unions and unionization. Handbooks and guides for academic library practice outline the history, law, rationale and support of unionization.<sup>3</sup> Library scholars document their local work environment along with the benefits of unionization<sup>4</sup> and librarians have become active members in large academic unions.<sup>5</sup>

National library and teaching organizations also support library unionization. For example, the American Library Association states,

The ALA supports library employees in seeking equitable compensation and recognizes the principle of collective bargaining as an important element of successful labor-management relations. We affirm the right of employees to organize and bargain collectively with their employers, without fear of reprisal. These are basic workers' rights that we defend for thousands of academic, public and school library professionals.<sup>6</sup>

More explicitly for academic libraries, the Association for College and Research Libraries (ACRL) and the Canadian Association of University Teachers (CAUT) provide standards and guidelines to assist with collective bargaining, and have also set standards for working conditions and other miscellaneous provisions for academic librarians' collective agreements.<sup>7</sup>

### *Unions in Canadian Academic Libraries*

It is no surprise that academic librarians are affiliated with unions in Canada. Statistics Canada (2012) recently reported that 72% of workers in the education sector work in a unionized environment. Further, a current survey of Canadian libraries reported that close to 2,000 full-time professional librarians work in academic libraries.<sup>8</sup> Additionally, in 2007, David Fox reported that 63% of academic librarians working in Canadian Association of Research Libraries (CARL) universities were considered "faculty," suggesting a union or faculty association affiliation.<sup>9</sup> These figures highlight the prominent role that unions have with Canadian academic librarians.

### *Some Highs and Lows*

One of the assumed benefits of unionization that is well documented in the academic library literature is better wages. As academic librarians gain faculty or academic status, they may also gain more responsibility, which may then be linked to higher compensation. To investigate this claim, Rachel Applegate conducted one of the few large-scale studies investigating unions in public and private academic libraries in the United States.<sup>10</sup> She examined the relationship between unionization and salary, along with many other variables. Her findings indicate that unionized librarians at public institutions are somewhat better off than their

non-unionized counter-parts. Interestingly, she noted that the group that earns a higher wage operates in worse working conditions in terms of resources available for students. Applegate suggests that the costs of higher wages for librarians, often associated with union affiliation, draws money from the budget and negatively affects library staffing and resource allocation. The end result would be fewer professional librarians, and less money for collections and other library resources.

Deborah Lee also conducted a large-scale study of academic libraries in the United States, using 10-years of Association of Research Libraries (ARL) data to investigate the impact of tenure on starting salaries.<sup>11</sup> She hypothesized that there would be a wage differential due to tenure; specifically, she hypothesized that tenure-granting institutions would have lower starting wages for academic librarians, on the assumption that academic librarians would trade-off wages for job security. However, she found that tenure opportunities did not affect starting salaries for academic librarians.

Faculty status, tenure and requirements for research and scholarly output are all themes that are provided for in collective agreements. However, these themes are frequently discussed independently of unionization or more specifically, the documented provisions in collective agreements. For example, there is a large body of literature outlining the requirements, merits and drawbacks of a faculty model of tenure and research for librarians.<sup>12</sup> Bill Crowley examined Canadian academic librarians' actual status in universities and found that librarians lack the equivalent status of faculty; Stephanie Horowitz's citation analysis research found that librarians with faculty status are likely to have a slightly greater professional impact than those without faculty status.<sup>13</sup> It is noted that these works do not consider the collective agreement provisions from which the status elements originate.

Past research in Canada and the United States has highlighted academic librarians' dissatisfaction with issues, such as workload and the ability to participate in collegial decision-making processes.<sup>14</sup> Concerns about librarian status also persist (e.g., professional identity and the relationship between librarians and teaching faculty). More than 100 peer-reviewed papers have been written on the classification of academic librarians, with the dominant view that academic librarians should be classified and compensated as faculty.<sup>15</sup> For academic librarians who have academic status, concerns remain that teaching faculty do not adequately recognize their work and contributions to teaching and learning in universities. Librarians are often included with faculty in the same bargaining unit because they are a community with similar interests. However, teaching faculty far outnumber librarians in amalgamated bargaining units, leading to concerns that librarian issues go unnoticed and librarians go largely unrepresented.<sup>16</sup> Librarians at McMaster, for example, created a separate bargaining unit from faculty in 2010, hoping that they would be more adequately represented. At McGill University,

there has been a long history of librarians struggling for academic freedom where it has been the norm for faculty.

Despite the amount written about academic librarian unions, there are only a few studies that examine the provisions in academic librarians' collective agreements. Almost 20 years ago, Gloria Leckie and Jim Brett examined 32 Canadian collective agreements that govern academic librarians.<sup>17</sup> They documented the key provisions that provide librarians with academic or faculty status, and compared the provisions to the CAUT guidelines. The authors noted discrepancies between the guidelines and the provisions librarians have negotiated. They also discussed the variety of academic status models in universities across Canada. Roma Harris and Juris Dilevko reviewed Canadian public and academic librarian collective agreements, and found a number of provisions in public library agreements that deal with the impact of technological change on library work.<sup>18</sup> These included provisions addressing de-professionalization and changes to workload. However, they found that similar provisions for academic librarians were almost completely absent from their collective agreements. Other authors highlight parallels between the values of the profession and collective agreement provisions. For example, Deanna Wood found that librarians' commitment to information access and opposition to censorship are reflected in collective agreement provisions that address academic freedom.<sup>19</sup>

Faculty status, tenure, research, workload, and academic freedom are hallmarks of academic faculty provisions that are not always codified in collective agreements for academic librarians. In this chapter, we look at what is codified, and discuss the specific provisions that are available or absent in the collective agreements sampled. The literature is sparse on collective agreements for academic library workers and about librarian engagement with these documents. In this chapter, we start the discussion.

## Method

To explore Canadian university librarian collective agreements, a purposive sample of agreements was collected. A proportional number of medical-doctoral, comprehensive and primarily undergraduate universities were chosen, and the sample included at least one collective agreement from each Canadian province. At the time of the review, all 24 collective agreements examined were current. There are currently 98 Canadian universities listed in the Association of Universities and Colleges in Canada, 82 of which belong to the Canadian Association of University Teachers.<sup>20</sup> This study investigates 24 institutions, representing 29% of the CAUT member universities (see Table 1).

The demographic information collected includes student population, number of professional librarians, and institutional memberships in CARL and ARL. These data are used to further categorize institutional expectations from the li-

brary. For example, student population numbers, which indicate a larger university and would place more of a demand on the library system, should be related to the number of librarians. Student population was drawn from Association of Universities and Colleges of Canada's (AUCC) 2011 enrolment statistics and included undergraduate and graduate full- and part-time students. Populations ranged from 2,300 to 55,050 students, with a mean of 19,031.

For institutional comparisons, predetermined thematic elements were identified in each of the 24 agreements. We developed these themes from our exposure to the agreements through experiential negotiation processes, previous research projects, and issues gleaned from a review of the literature. Findings from the thematic data are explored qualitatively. However, some characteristics within the themes are quantifiable. These data, along with supplementary information about the 24 universities and libraries, were also collected to categorize the institutions and explore relationships between themes.

## Results and Discussion

We begin this section with demographic information for the collective agreements sampled, and the results of salary correlates. Rights and responsibilities of academic library workers are investigated by analyzing provisions around hours of work, responsibilities of labour, research and teaching. And finally, we analyse autonomy of work and academic freedom for further similarities, gaps, and omissions within the documents sampled.

### *Demographics*

The predominant collective agreement model in Canada is one that incorporates both teaching faculty and librarians. Table 1 outlines the 24 universities sampled with their location, type of institution and whether the collective agreement includes faculty. Notably, 20 (83%) of the librarian groups are part of the faculty agreement, and the remaining 4 (17%) have a discrete "librarian" agreement.

The number of librarians within each bargaining unit from the sample were collected from the individual faculty associations and by consulting the Directory of Libraries in Canada.<sup>21</sup> The number of librarians in this sample ranged from 1 to 76, with a mean of 29. Understandably, a correlation between student population and number of librarians was found,  $r = .82$ ,  $t(22) = 6.80$ ,  $p < .001$ , indicating that, as expected, larger universities have more librarians.



University	Location	Institution Type	Joint Collective Agreement
Dalhousie University	East	Medical-doctoral	y
McMaster University	Ontario	Medical-doctoral	n
Huntington University	Ontario	Medical-doctoral	y
University of Western Ontario	Ontario	Medical-doctoral	n
University of Saskatchewan	Central	Medical-doctoral	y
University of Manitoba	Central	Medical-doctoral	y
University of Calgary	West	Medical-doctoral	y
University of Alberta	West	Medical-doctoral	n
University of New Brunswick	East	Comprehensive	y
Memorial University of Newfoundland	East	Comprehensive	y
Concordia University	East	Comprehensive	y
York University	Ontario	Comprehensive	y
University of Windsor	Ontario	Comprehensive	y
University of Guelph	Ontario	Comprehensive	y
Ryerson	Ontario	Comprehensive	n
Wilfred Laurier University	Ontario	Comprehensive	y
University of Prince Edward Island	East	Mostly undergraduate	y
Mount Allison	East	Mostly undergraduate	y
Acadia University	East	Mostly undergraduate	y
Cape Breton University	East	Mostly undergraduate	y
Laurentian University	Ontario	Mostly undergraduate	y
Lakehead University	Ontario	Mostly undergraduate	y
Brandon University	Central	Mostly undergraduate	y
University of Lethbridge	West	Mostly undergraduate	y

Table 1. Canadian University Collective Agreements Sampled

### *Relationships Between Salary and Various Provisions*

The entry-level salary floor documented in the collective agreements is used for this analysis. It is understood that the actual starting salaries may be higher than what is documented in the agreements, however, this study is about collective agreements in their written forms. Future work will address mobilization of the agreements by librarians and administrators. The range of salary floors is \$46,000 to \$63,659, with a mean of \$54,642. As shown in Table 2, almost one-third (7 out of 24) of the agreements sampled have the same salary floor for entry-level librarian and faculty/lecturer positions. It was hypothesized that librarians' floor salaries would differ based on the type of institution (medical-doctoral, comprehensive, mostly undergraduate), however, no significant differences were found,  $F(2,21) = 0.75, p > .4$ . Similarly, there was not a significant relationship between student



population and salaries, suggesting that entry-level salaries of librarians at schools with more students are not different than their smaller counterparts.

A correlation was also expected between salary and the responsibilities or autonomy granted to librarians, i.e., that salary floors would be higher for: librarians on tenure track/continuing appointment; librarians who do not have a specified number of hours in a workweek; and librarians who work in research libraries. *T*-tests were conducted to investigate whether salary floors are influenced by these variables for the universities sampled; there were no significant differences found.

Salary range	Frequency and % of total	CARL Members	ARL Members
< \$50,000	4 (17%)	3	2
\$50,001 to \$55,000	9 (37.5%)	4	2
\$55,001 to \$60,000	9 (37.5%)	5	2
> \$60,001	2 (8%)	2	2

Table 2: 2012-13 Floor salaries for entry-level positions and membership to research library associations

Phi-correlations were conducted to investigate relationships between variables. Results indicate no significant relationships between any two binary variables investigated, including whether hours of work are stated, tenure, and membership to research library associations. Although differences were expected between and within many of the quantifiable variables, none were found. For example, it was hypothesized that there would be significant relationships between documented entry-level salaries and other elements like predetermined hours of work, workload, and tenure opportunities. It was thought that a higher salary, more autonomy to control workload and hours of work, and job security in the form of tenure, would be apparent. For the universities sampled, this is not the case.

### *Rights and Responsibilities for Academic Librarians*

Workload has been one of the least satisfying aspects of work for academic librarians.<sup>22</sup> Requirements for work may be located in a variety of places in collective agreements, including clauses on workload, duties, and rights and responsibilities. In some instances, there are workload and responsibilities clauses specific to librarians, and in other agreements, librarians' workload duties are combined with teaching faculty. Articles on "rights and responsibilities" outline the academic and professional responsibilities of librarians, such as maintaining scholarly competence, fulfilling professional responsibilities, and dealing ethically with

students. Collective agreements may include, in these sections, lists of activities that constitute professional practice or research/scholarly work. Workload clauses typically outline the elements of work required to fulfill a member's responsibilities, usually in some combination of duties to the profession, including teaching, service and research. Expected hours of work are often included in the workload articles.

### *Hours of Work*

Close to half of the collective agreements sampled (42%) articulate librarians' duties by stating a specific number of hours of work to be performed each week. The range is from 32.5 to 36.25 hours. The University of Guelph notes that librarians have a fixed number of hours that they must work but the exact number is not documented in the collective agreement. Of the 10 collective agreements with a fixed number of hours, the majority have predetermined weekly hours (7/10), with 35 hours as the most frequent number of hours to be worked per week.

A specified set of work hours may be advantageous for librarians because they may be compensated for additional work. For example, five collective agreements stipulate that librarians working more than the set number of hours in a week will get "equivalent time off" in another week. The use of a predefined work week, however, does not fit with the faculty model, which gives faculty the autonomy, freedom and responsibility to make professional decisions to manage their own work. Librarian autonomy is threatened in some of the collective agreements because librarians do not have control of their work. For example, at York University, librarians must make a written request to the University Librarian in order to have "a flexible distribution of the thirty-five (35) hours per week" (Article 18.17).

The CAUT guidelines state, "Academic staff associations must negotiate workload provisions in collective agreements or terms of employment that enable librarians to determine and arrange their own workload."<sup>23</sup> Analysis of the collective agreements suggests that many librarians do not have the autonomy or flexibility to determine the number of hours worked, or the scheduling of work hours. There are, therefore, many associations that have been unsuccessful in meeting the standard set out in CAUT's guidelines.

### *Responsibilities of Labour*

Librarian labour is categorized in a variety of ways, and the precise language describing the work also varies. The majority of the collective agreements (21/24) divide librarians' duties into three basic categories: professional practice, research/scholarly/academic activity, and service to the university and/or community. What constitutes professional practice, research, and service duties varies widely. Some collective agreements provide long lists, which explain the various responsibilities and tasks that make up professional practice, research, and service.

Professional practice is variously defined in the collective agreement but reference to such things as public service, information literacy, collection development, and maintenance of information systems are typical. Brandon University's collective agreement goes one step further to include full job descriptions for the various positions in the library (Reference Librarian, Cataloguer, etc.). Some collective agreements, such as those at the University of Saskatchewan and Huntington University, provide minimal or no details about librarians' responsibilities.

Though all of the collective agreements include professional practice, research, and service, there is variation in the requirements for librarians across the country. For example, three collective agreements (12%) indicate the amount of time to be spent on each responsibility. The workload of an academic member (including teaching faculty and librarians) at Laurentian University is outlined as:

(40%) teaching/professional librarianship/archives management, including the supervision of graduate and undergraduate students; forty percent (40%) scholarly activity, including commitments to external granting agencies; and (20%) university governance, administrative duties, and other contributions to the university (Article 5.40.2).

Alternatively, librarians at McMaster University dedicate 75% of their time to "job responsibilities" and 25% to "professional service and professional activity" (Article 25.03). The librarians and archivists at the University of Western Ontario allocate 80% of their time to professional practice, 10% to academic activity, and 10% to service.

The remaining collective agreements do not provide explicit guidelines. For example, in five collective agreements, librarians are asked to carry out "an appropriate combination" of professional practice, research, and service without specifying what that appropriate combination entails. The collective agreements at Memorial University and the University of Prince Edward Island indicate that, of the three responsibilities, the principle duty is to professional practice.

### *Research/Scholarly Activity*

The requirement of librarians to research, publish and engage in other forms of scholarly activity varies tremendously from one collective agreement to another. As noted above, varying degrees of time are dedicated or required by librarians to engage in research/scholarly activity. Yet, there are further issues that arise in the collective agreements. In some instances, librarians' collective agreements have very narrow definitions of research/scholarly activity. The requirement to conduct research, for example, may be left to the discretion of the University Librarian, or is deemed optional. There are collective agreements that have very broad definitions of research and scholarly activity to permit for publications, research to improve professional practice, and professional development as scholarship. In some instances, research has been limited to work that advances the library or

librarianship. At the University of Western Ontario, research is defined in a very narrow fashion as: “a) the creation of new knowledge, including understanding or concepts; b) the creative application of existing knowledge; c) the organization and synthesis of existing knowledge; that is relevant to librarianship or archival practice” (Responsibilities of Members, Article 3).

Most of the collective agreements examined have very broad language that leaves it open for librarians to contribute in general to the creation of knowledge as their expertise, education and work experience permits. Guelph University’s collective agreement gives librarians the flexibility to pursue research, professional development, and creative activities, which are not defined in a narrow sense. Scholarship can be specific to the profession, as in Article 25.10 (d) where a librarian may be involved in “the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians.” It can also be as broad as Article 25.10 (a) “the creation of new knowledge, understandings or concepts.”

Librarians who have not traditionally been involved in research have other activities that they may include in the research/scholarly activity component of their dossier, while also granting librarians the opportunity to be more involved in research similar to the traditional faculty model. This is an important distinction for librarians who have expertise in librarianship along with advanced degrees in other disciplines, and may seek a broader understanding of research. Acadia University’s collective agreement, for example, states that librarians’ research is required to be “related to librarianship, archival studies, or another discipline related to their work” (Article 17.03). A generous interpretation of this collective agreement, then, would permit a music librarian to publish a musical score, for example, and have it considered as a publication for his or her evaluation. Unfortunately, what is written in a collective agreement and what happens in practice can be two very different things.

Interestingly, the collective agreement language that is perhaps the most unhelpful for librarians is the use of “may” when describing workload and duties. For example, at the University of Windsor, librarians’ workload “*shall* include library service” but it “*may* include research and academic activity” (Article 5.55, *emphasis added*). Similarly, at the University of Alberta, librarians “may participate in professional and scholarly research and may request that individual research projects be included in the specific responsibilities assigned” (Article 7.03). This language does not guarantee that the librarian will be allowed to participate in research and scholarly work. The requirement to make “requests” to have research projects included in assigned responsibilities leaves the librarian at the mercy of administrators. In contrast, the language in Lakehead University’s collective agreement is stronger because it makes research a right while also giving librarians the flexibility to choose to focus their expertise elsewhere: “Although not required to do so, a librarian member has the right to be involved in research” (Article 16.11.01).

Lakehead University, unfortunately, also requires that librarians ask for release time from their other duties to pursue research. In other collective agreements, such as Dalhousie University's, mention of librarians and research/scholarly activity remains absent altogether.

The collective agreements sampled demonstrate varying degrees of commitment to librarians' research/scholarly activity. Another way to examine this commitment to research/scholarly activity is through library memberships in organizations such as CARL or ARL. Membership may be seen as library administrations' commitment to "strengthening and promoting research libraries." Of the 24 universities, 14 (58%) libraries were CARL members and 8 (33%) belonged to ARL. The libraries that belonged to ARL are all members of CARL. The hypothesis was that libraries belonging to these organizations would value the research/scholarly activity role and expertise that professional librarians have and that this would be reflected in higher salaries. Analyses, however, do not indicate a significant relationship between salary and institutional membership to either CARL or ARL (see Table 3). Although interesting, but not statistically relevant, two libraries which are members of both CARL and ARL document the highest floor salaries for entry-level library positions.

Independent Variable	Yes/No	<i>t</i> (22)	<i>p</i>
Hours of work stated	10/14	-0.86	> .4
Tenure for librarians	22/2	-1.4	> .2
CARL member	14/10	-0.6	> .5
ARL member	8/16	-0.67	> .5

Table 3: Results of t-tests using salary floor as a dependent variable

It is well documented that there may be hurdles in finding time to fit research/scholarly activity into the day-to-day responsibilities of a librarian.<sup>24</sup> Many collective agreements acknowledge this by guaranteeing days for research/scholarly activity. There is a range of research/scholarly activity days stated, including York University's 22 days, Mount Allison's 20 days, and the University of Manitoba's 12 days.

### *Teaching Responsibilities*

There are a number of librarian tasks that clearly involve teaching, such as course-related instruction, and information literacy workshops. The role of teaching is generally acknowledged in statements on professional practice. In some instances, a clear provision for teaching is given, and occasionally, librarians are assigned teaching loads similar to teaching faculty. For example, at Huntington

University librarians may teach up to 9 credits. At Concordia University, “[t]he maximum number of sections of library related courses that can be assigned to probationary and tenured members is two (2) per academic year unless the librarian member agrees to teach more” (Article 17.04(d)). At the University of Windsor, a “credit course(s) may be assigned as part of a librarian’s workload assignment only if requested by the librarian and with the agreement of the University Librarian/Law Librarian and the Dean of the Faculty wherein the credit course(s) is listed” (Article 5.55).

The huge variety and extremes in workload distribution and details in collective agreements raises many questions. Do librarians benefit, in terms of clarity of expectations, and better understand their roles if their duties are defined in detail? Or do the long lists outlining professional practice make it more difficult for librarians to control their work and stifle their ability to respond to changes in the profession? How do collective agreement provisions about job descriptions, hours of work, and division of tasks impact librarians’ autonomy in the workplace?

### *Autonomy*

Numerous clauses in collective agreements ensure that faculty have both autonomy and decision-making power in the workplace. Autonomy is gained when librarians are able to participate on library councils, appointment committees, or are elected to Senate. Participation gives them some control over their working environment. When these avenues of participation are absent, control diminishes. Research suggests that librarians have been unsatisfied with the decision-making power that they have.<sup>25</sup> In the collective agreements analyzed, librarians frequently have provisions that protect their rights to participate on governing bodies.

In the workload Article for librarians at Cape Breton University, the autonomy and professional judgment of librarians is acknowledged through the following statement,

In particular, Librarians, as information professionals in a university setting, face a unique challenge in increasing the access of patrons to changing sources of information. It is the responsibility of each Librarian to self-identify their professional, personal skills and knowledge needed for current and anticipated responsibilities; to continuously assess their skills, aptitudes and knowledge; and to identify personal learning strategies that anticipates and complements the evolving information needs of CBU and our community (Article 28.4).

An example of overt restrictions on managing workload is seen in the librarians’ collective agreement at McMaster University: “Union stewards and other Union representatives will not leave their duties without first obtaining the permission of their supervisor, or designate” (5.03 a). In contrast, autonomy is supported when librarians are given explicit permission to work for the union in other collective agreements.



### *Academic Freedom: A Right or Responsibility?*

Librarians are granted academic freedom in all 24 collective agreements sampled. The academic freedom clauses in collective agreements where librarians and faculty were in the same bargaining unit provided academic freedom to “members,” “members of the bargaining unit,” “employees” and “academic staff,” which thereby granted academic freedom to all teaching faculty and professional librarians. In a couple of instances, librarians were specifically mentioned. Ryerson’s collective agreement refers to “Faculty Members *and* Professional Librarians.” Lakehead University’s collective agreement is the only agreement in which there is a different clause for faculty members than for librarians:

Faculty members have the right to examine, question, teach, learn, investigate, speculate, comment, publish, and criticize, without deference to prescribed doctrines. Academic freedom makes possible commitment that may result in strong statements of beliefs and positions, and protects against any University penalty for exercising that freedom. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge (Article 15.01.01).

Librarian members have the right and responsibility to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship. Academic freedom also ensures the member’s right to disseminate the results of his/her research and to express his/her professional opinion freely and publicly, without University penalty for exercising that freedom. Members recognize that academic freedom involves a duty to use that freedom in a responsible way (Article 15.01.02).

The rights granted to academic staff in academic freedom clauses are regularly joined to duties and responsibilities. For example, Acadia University’s academic freedom clause notes that “Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge” (Article 5.40). In some instances, the collective agreement refers to the “*responsible search for knowledge*” or mentions that the search should be for “*truth*” as well as “*knowledge*.” Despite minimal variations, these duties are outlined in almost all the collective agreements analysed.

In some instances, additional duties and responsibilities are placed on librarians in the academic freedom and work responsibilities clauses that do not exist for teaching faculty. At Lakehead University, for example, “[f]aculty members have the right to examine, question, teach, learn, investigate, speculate, comment, publish, and criticize, without deference to prescribed doctrines” (Article 15.01.01). Librarians, according to the academic freedom clause, “have the right and *respon-*



*sibility* to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship” (Article 15.01.02, emphasis added). Wilfred Laurier University’s collective agreement states: “[t]he censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the university community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of the University” (Article 7.3). A similar clause exists in the Ryerson University collective agreement. Expectations such as these place responsibility on librarians to ensure that censorship does not occur in the library.

Librarians and teaching faculty have the right to their opinions and to disseminate them in the pursuit of knowledge. However, such rights come with corollary duties. If a member has the right to academic freedom, then everyone in the university community has a corollary duty: the requirement to not restrict their ability to disseminate their knowledge or opinions. An additional responsibility is placed upon librarians in the above noted collective agreements that require them not only to respect another’s right to academic freedom but to actively disseminate other people’s ideas; this is a responsibility not requires of faculty. These provisions are consistent with values and codes of ethics promoted by a number of national library associations,<sup>26</sup> but could the *requirement* to disseminate information also be a violation of librarians’ academic freedom?

## Conclusions and Future Work

It is unrealistic to expect that a one-size-fits-all approach to collective agreements would be achievable or even beneficial, for academic librarians. However, an in-depth analysis of a subset of academic librarian agreements shows a troubling lack of consistency across many important provisions. The quantitative and qualitative results do not provide a definitive picture of what effective provisions look like; rather disparities in provisions across universities highlight the realistic challenges librarians face when working under a collective agreement. Workload, duties, responsibilities and job descriptions are themes that vary widely and are not well documented.

Most Canadian academic librarians in this analysis work a prescribed number of hours per week, and must make formal requests for their research and scholarly pursuits. It is also notable that clauses that specify the nature of librarians’ research tend to lessen autonomy rather than increase it. Interestingly, no correlation was found between salary and any quantifiable variables relating to workload, status or research responsibilities.

Although the descriptions of librarians' rights and responsibilities are examined for suitability of representation in the collective agreements, they are material items that can be mobilized (or ignored) by stakeholders to meet their interests. Further research is necessary to develop a complete picture of how academic librarians use their collective agreements, and the decision-making authority that librarians have in their workplaces. Interviews with academic librarians would provide a more robust picture of the degree of autonomy that librarians actually have, regardless of documented provisions. This approach echoes Applegate's when she states that "[c]learly, union contracts constrain managerial decision making. How this works out in the details of reality needs exploration."<sup>27</sup> She suggests that case studies and interviews might fill the gap. Talking to librarians could also further highlight undocumented details about salaries, responsibilities, research and teaching, working hours, experiences with autonomy and academic freedom.

It is understood that this research does not capture all that happens in the day-to-day practice of academic librarians. Rather, discussions are based on what is documented in the articles of collective agreements. Building on the results of the current analysis, Canadian academic librarians working in unionized environments should be interviewed about how to mobilize and increase their autonomy in their day-to-day work. Further research, along with the current findings, will better inform advocates of the needs and priorities of librarians in Canadian university libraries. By giving a voice to academic librarians and their workplace challenges, these results could be the basis for transforming institutional processes and reworking collective agreements to further empower librarians.

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