

Employer proposal – Unit 1 and Unit 2 – Articles 13.01.2, 13.02.1, 13.02.3, 13.03

Unit 1

Revise Articles 13.01.2, 13.02.1, 13.02.3, and 13.03 as follows:

13.01.2 INFORMAL EVALUATIONS

- (i) Normally, the Employer will evaluate informally, such evaluations to be assessments of performance ~~by someone of the employee's choice in the hiring unit or another hiring unit who is acceptable to the hiring unit~~, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.02.1. The Employer will invite the employee to submit the names of one or more full-time faculty members in the hiring unit or another hiring unit for consideration as a potential evaluator. For clarity, the evaluator will be selected by the Employer. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August).
- (ii) Prior to an informal evaluation of an employee in a teaching situation, the Employer shall consult with the employee concerning the time and criteria for such evaluation.
- (iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice.
- (iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.
- (v) An informal evaluation shall not be used as a source of information in hiring decisions.

13.02.1 FORMAL EVALUATIONS

The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:

- employee request
- mutual agreement of hiring unit and employee
- recommendation arising from informal evaluation
- decision of Chair, Dean, Director or designate resulting from an informal evaluation pursuant to Article 13.01.2 or the processing of a complaint, including in accordance with Article 8.

13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:

- (i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
- (ii) be in writing.

13.02.3 All formal evaluations must comply with the following procedures.

- (i) The Employer will invite the employee to submit the names of one or more full-time faculty members in the hiring unit or another hiring unit for consideration as a potential evaluator. For clarity, the evaluator will be selected by the Employer. The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York University who is acceptable to the hiring unit.
- (ii) The hiring unit shall inform the employee in writing of the pending evaluation and of the methods and criteria to be used at least 14 days (pro-rated for sessions other than fall/winter but not fewer than 3 working days) in advance of the start of a formal evaluation period.
- (iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14 days' notice (pro-rated for sessions other than fall/winter but not fewer than 3 working days) of class visitation. (Such notice may be coincident with (ii) above.)
- (iv) Any formal evaluation shall be discussed between the employee and ~~her immediate supervisor~~ the Chair, Dean, or designate, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add her written comments to the evaluation within three weeks of the discussion if she so wishes.

13.03 A grievance over the contents of an evaluation shall not be processed past Step ~~Three~~ Two. In the event that such a grievance reaches Step ~~Three~~ Two, it shall be deemed settled by the Dean's reply, and Step ~~Four~~ Three and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the Parties or ordered by an Arbitrator or Arbitration Board.

- 13.04 Written formal evaluations may be kept only in an employee's professional performance and service file and shall provide a source of information in reaching decisions on hiring in accordance with this article.
- 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.
- 13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without her consent in a position by a hiring unit for a period of two years after she has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.

Unit 2

Revise Articles 13.01.2, 13.02.1, 13.02.3, and 13.03 as follows:

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the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.

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For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.