

Employer Proposal
 Without Prejudice
 UNIT 2 ONLY – Article 12.25 & 13
 Provided to CUPE 3903 via email August 28, 2023

12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE

- (i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.
- (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen ~~(14)~~ days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, **such materials shall be removed from the file at the employee's request and the employee shall be notified once the materials have been removed** ~~it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed.~~ With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.
- (iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.
- (iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.

ARTICLE 13 – EVALUATIONS

13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.

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. Such assessments will not normally be done for

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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:

- (i) an employee request
- (ii) a mutual agreement of hiring unit and employee
- (iii) a recommendation arising from an informal evaluation
- (iv) a decision of Chair/Director, Dean, ~~Director~~ or designate resulting from:
 - a. an informal evaluation; or
 - b. the processing of a ~~complaint~~ matter 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 hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied. The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is~~

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~~acceptable to the hiring unit.~~

- (ii) The hiring unit shall inform the employee in writing of the pending evaluation, **of the person to conduct the evaluation** and of the methods and criteria to be used at least ~~44~~ **fourteen** days (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ **five 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 ~~44~~ **fourteen** days' notice (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ **five working** days) of class visitation. (Such notice may be coincident with (ii) above.)
 - (iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, 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 their written comments to the evaluation within three weeks of the discussion if they so wish.
- 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 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 their consent in a position by a hiring unit for a period of two years after they have 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.
- 13.07 STUDENT EVALUATIONS**
- 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this

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collective agreement, **subject to the exemption of the University's Core Institutional Questions, which may be made available to students.** Per Article 12.~~24~~**25** such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.