

## PERFORMANCE EVALUATION

1. The purpose of Performance Evaluation is to:
  - a) provide an assessment of performance that allows recognition of a Member's achievements and identifies areas for development in the Member's Teaching, Research, Scholarship Activities and/or Service activities, as appropriate to the Member's Academic Responsibilities and Workload;
  - b) provide for formative support and mentoring;
  - c) provide a basis for salary increments linked to performance for Full-Time Members.
2. Performance Evaluation shall be conducted for all Full-Time Members once every three years except for:
  - a) Full-Time Members in their final year of service;
  - b) Members who decline to provide a Performance Evaluation Report under the terms of Clause 10.1;
  - c) Members who are required to participate in Performance Evaluation annually under the terms of Clause 11.5.
- 2.1 Performance Evaluation shall be optional for Part-Time Members. By October 1<sup>st</sup> every year all Part-Time Members may indicate to their Chair or Director, or Dean in Faculties without a Departmental structure, that they have opted to participate in Performance Evaluation during that year only.
3. By October 31 of every year the Chair, Director or Dean in a Faculty without departmental structure shall hold a meeting with every Member who is participating in Performance Evaluation that year. The purpose of the meeting shall be:
  - a) to discuss the Member's achievements and performance of their Academic Responsibilities;
  - b) to discuss the development of the Member's Teaching, Research or Scholarship Activities, and/or Service, as appropriate to the Member's Academic Responsibilities and Workload;
  - c) to discuss available support and mentoring in any or all of Teaching, Research or Scholarship Activities, or Service.

- 3.1 For Members of Equity-Deserving Groups, the meeting shall include a review of the Member's Workload which will include, but is not limited to, a review of the Member's Service responsibilities and considerations for ensuring that the Member's Service contributions, both at Western and beyond the University, are given appropriate recognition in the Performance Evaluation process.
- 3.2 The Chair, Director, and/or Dean shall address any reasonable Workload concerns arising from the review prescribed in Clause 3.1, or raised at any time by a Member of an Equity-Deserving Group, through appropriate means, which may include, but is not limited to, an Alternative Workload.
4. For a Member with a Joint Appointment, references throughout this Article to the Chair, Director or Dean shall mean the Chair, Director or Dean of the Member's Home Unit, unless stated otherwise.

#### Performance Evaluation Committee

5. By May 31 of the final year in the three-year Performance Evaluation cycle, each Department or School, or Faculty in the case of a Faculty without Departments or Schools, shall determine by a majority ballot of the Members in the Department, School or Faculty, whether the work of the Performance Evaluation Committee described in Clauses 6 and 6.1 and in Clause 11 of this Article shall be performed by Performance Evaluation Committee or whether it shall be delegated to the Chair, Director or Dean or a designated Associate Dean of the Department, School or Faculty for the next three-year Performance Evaluation cycle. In the case of a tie vote, status quo shall be maintained. Units may elect the Committee at the same time.
- 5.1 Subject to the provisions of Clauses 11.2 and 11.3 of this Article, this Committee shall be chaired and convened by the Chair of the Department or Director of the School, or by the Dean or designate in the case of a Faculty without Departments or Schools. In addition to the Committee chair, the Committee shall consist of:
  - a) a minimum of three Full-Time Members, elected from and by the Members in the Unit. Members shall serve a three-year term. A Member may not serve in two consecutive terms.
  - b) In Units where the performance of at least one faculty member with Limited Duties or Standing Appointment is to be evaluated the Committee shall, where possible, include a Part-Time Member with Standing Appointment who has elected to participate in Performance Evaluation and who is elected by the Members in the Unit. The Part-Time Member shall serve a one-year term, renewable twice by election, and may choose to participate only in the work of the Committee for the evaluation of Part-Time faculty. The Standing Appointment may be from another Unit.

- c) Two Full-Time alternates, to act only in the case of absence or conflict of interest of a Full-Time Committee member, and a Part-Time alternate, where required according to 5.1 b), to act only in the case of absence or conflict of interest of a Part-Time Committee member.
- 5.1.1 A member shall be designated the Committee's Equity Representative as identified in Clause 9 of the Article *Employment Equity*.
- 5.2 For Members with Joint Appointments, the assessment shall be done by a joint Committee composed of at least two Members from each of the Performance Evaluation Committees in each Unit involved, unless the work of either or both of these Committees has been delegated to the Chair, Director or Dean, in which case the Chair(s), Director(s) or Dean(s) shall comprise the representative(s) on the joint Committee. The Chair, Director or Dean of the Member's Home Unit shall chair the joint Committee.

#### Performance Evaluation Criteria

6. By December 1 of the final year in the three-year Performance Evaluation cycle, the Committee, together with the Dean or a designated Associate Dean, shall identify in writing procedures and criteria for the assessment of the performance of Full-Time Members in the Department, School or Faculty in each of Teaching, Research, Scholarship Activities and Service to be applicable in the assessment to occur in the next three-year Performance Evaluation period. These procedures and criteria shall be consistent with the procedures specified in the Article *Compensation and Benefits*. The procedures and criteria shall be explicitly described for:
- a) Full-Time Members who have Academic Responsibilities in all of Teaching, Research, Scholarship Activities and Service, as defined in the Article *Academic Responsibilities of Members* and who have a Normal Workload, as defined in the Article *Workload*; and
  - b) Full-Time Members whose workload deviates from the Normal Workload because of arrangements made in accordance with the provisions of this Collective Agreement and documented in their Official File.

The procedures and criteria proposed by the Performance Evaluation Committee shall be ratified by a majority ballot of the Full-Time Members of the Department, School or Faculty, as applicable, and, where applicable, forwarded to the Dean or designate. If the proposed procedures and criteria are not ratified by a majority ballot and forwarded to the Dean or designate by January 30, the provisions of Clause 6.2.3 of this Article shall apply.

- 6.1 By December 1 of the final year of the three-year Performance Evaluation period, the Committee, together with the Dean or a designated Associate Dean and any

Part-Time Member elected to the Committee, shall identify in writing procedures and criteria for the assessment of the performance of Part-Time Members in the Department, School or Faculty in the area of Teaching to be applicable in the assessment to occur in the next three-year Performance Evaluation cycle. These procedures and criteria shall be consistent with the criteria specified for Standing Appointments.

The procedures and criteria proposed by the Performance Evaluation Committee shall be ratified by a majority ballot of the Part-Time Members of the Department, School or Faculty, where applicable, and forwarded to the Dean or designate. If the proposed procedures and criteria are not ratified by a majority ballot and forwarded to the Dean or designate by January 30, the provisions of Clause 6.2.3 of this Article shall apply.

- 6.2 The Employer shall either approve or not approve the proposed procedures and criteria.
  - 6.2.1 If the Employer does not approve the proposed procedures and criteria, the proposal shall be returned to the Performance Evaluation Committee and the Dean along with written reasons for the Employer's non-approval. The Committee and the Dean shall review the proposed procedures and criteria and submit a revised version to the relevant Members of the Department, School or Faculty for ratification by a majority ballot. Where applicable, these revised procedures and criteria shall be submitted to the Dean or designate. Resubmission to the Dean or designate shall occur within two weeks of the return of the proposal to the Performance Evaluation Committee. If this does not occur, the provisions of Clause 6.2.3 of this Article shall apply.
  - 6.2.2 The Employer shall either approve or not approve the resubmitted proposed procedures and criteria. If the Employer does not approve the resubmitted proposed procedures and criteria, the provisions of Clause 6.2.3 of this Article shall apply.
  - 6.2.3 In the absence of ratified proposed procedures and criteria that have been approved by the Employer, the Employer shall identify the procedures and criteria to be used by the Performance Evaluation Committee. The Employer shall inform the Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the Employer shall take into consideration past practice in the Department or School, or Faculty in a Faculty without Departments, and past practice in the discipline. For Full-Time Members, these procedures and criteria shall be consistent with the procedures and criteria in the Article *Compensation and Benefits*. For Part-Time Members, these procedures and criteria shall be consistent with the criteria for Standing Appointment.

7. The assessment of performance of a Full-Time Member with a Joint Appointment shall be done using procedures and criteria that are an amalgam of those of the two Units involved, and that are acceptable to the Member and approved by the Employer at the time of appointment. Where the procedures and criteria of any of the Units involved are substantively changed, such that the amalgamated joint appointment criteria would be affected, a new amalgam will be created that is acceptable to the Member and approved by the Employer.
- 7.1 In the absence of procedures and criteria that have been accepted by the Member and approved by the Employer, the Employer shall determine the procedures and criteria to be used by the joint Committee. The Employer shall inform the joint Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the Employer shall take into consideration past practices in the Units and past practice in the disciplines; these procedures and criteria shall be consistent with the procedures and criteria in the Article *Compensation and Benefits*.
8. By March 30 of the final year of the three-year Performance Evaluation period, copies of the procedures and criteria shall be made available to Members, in the Faculty or Department or School office, as applicable, and a copy shall be sent to the Association.

#### Performance Evaluation Assessment

9. A Member's Performance Evaluation shall be based on:
  - a) a Performance Report submitted by the Member;
  - b) any other documents in the Member's Official File that are relevant to an assessment of the Member's performance in the preceding three Academic Years, provided by the Dean to the Committee;
  - c) the criteria set out in the Unit's Performance Evaluation document developed in accordance with this Article;
  - d) the norms of the discipline.
10. By November 15 of each year, each Member who is required to or has opted to participate in Performance Evaluation shall provide their Dean or designate with a Performance Report. In Faculties with Departments or Schools, Members shall submit the Performance Report through the Chair or Director, respectively. A Member holding a Joint Appointment shall submit the Performance Report through the Home Unit. Part-Time Members who have opted to participate in Performance Evaluation shall submit a simplified Performance Report which includes any material the Member considers appropriate in the evaluation of Teaching, as indicated in Clause 10.3 d).

10.1 Notwithstanding Clause 10, the following Members may decline to provide a Performance Report:

- a) Full-Time Members in the final year of their Appointment;
- b) Full-Time Members who did not have a Full-Time Appointment for more than three months during the period of assessment;
- c) Full-Time Members on Sabbatical Leave at the time of the Report submission;
- d) Full-Time Members on Sabbatical Leave who have a prior agreement with their Dean to receive the same assessment as in the year prior to the Sabbatical Leave, in accordance with Clause 21 of the Article *Sabbatical Leave*; and
- e) Members on sick leave, Long Term Disability, Pregnancy, Parental/Adoption Leave, Caregiving Leave or on approved Leave of Absence.

10.1.1 Where a Member declines to provide a Performance Report for any reason in Clause 10.1 b) – e), the Member's Performance shall be evaluated during the next year in the three-year Performance Evaluation cycle. The Member will also be moved into a new three-year Performance Evaluation cycle, starting in the reassigned year.

10.2 The Performance Report shall be submitted by the Member in a single electronic format agreed on by the Association and the Employer, and as modified from time to time by agreement between the Association and the Employer. Members may also choose to submit their Performance Report in paper format. Members will not be asked to re-submit information contained within the electronic version of the Performance Report within the same year or reporting cycle unless updated information is required by external agencies or the implementation of an electronic template agreed upon by the Parties.

10.3 The Performance Report shall contain the following:

- a) an up-to-date *curriculum vitae*;
- b) a statement of the areas (i.e., Teaching, Research and/or Service) in which a Member has Academic Responsibilities;
- c) for Full-Time Members, a statement of the Normal Workload in the Member's Home Unit, as defined in the Article *Workload*, and as ratified in the Member's Department, School or Faculty, and, where appropriate, a

statement indicating how the Member's Workload deviates from the Normal Workload as a result of being modified by the Member's Letter of Appointment and by any arrangements arising from application of the provisions of this Collective Agreement, during the period of time covered by the Performance Report. These modifications may include, but are not limited to, arrangements resulting from application of the provisions of the Articles *Alternative Workload, Association Rights, Department Chairs and Directors of Schools, Reduced Workload*, or Articles addressing any form of Leave;

- d) as applicable, a record of the Member's performance in the area of Teaching during the preceding three Academic Years. This record may include some or all of the following, with relevant details:
- (i) a list of the graduate and undergraduate courses taught, whether in the classroom, online or off campus, including enrolment in the Member's section(s) and the number of timetabled student contact hours per course, and any other information relevant to an assessment of the Workload associated with courses taught, as set out in Clause 5 of the Article *Workload*;
  - (ii) Information about student experience in the classroom as reflected by data from Student Questionnaires on Courses and Teaching for all courses taught by the Member, where available. For each course, such data shall consist of class size, response rates, and the distribution of ratings, as well as other factors the Member would like to comment on, for example, course characteristics such as elective or required status and mode of delivery. Such data shall not contain arithmetic averages;
  - (iii) peer evaluations of the Member's Teaching;
  - (iv) curriculum development, course design, or course re-design, of whatever format, undertaken by the Member;
  - (v) supervision by the Member of undergraduate thesis or project research, clinical work, practicum or internship training, or any other supervision of students' work towards any degree program; Where applicable, details of supervision by the Member of such project research, clinical work, practicum or internship training should also be provided including start and end dates of the supervision, the student's program, the role of the Member, and frequency of meetings or other interactions;
  - (vi) participation by the Member in the advising, examination and supervision of the thesis work of graduate students, or other work by

graduate students not listed in 10.3 d) (i) required for their degree completion, with masters and doctoral students listed separately. This should include a list of students for whom the Member has been chief advisor or supervisor including the student's year in their program, a list of students for whom the Member has been a thesis examiner, and a list of students for whom the Member has served in any other capacity requiring significant commitment of time. Where applicable, details of supervision by the Member of graduate thesis work, or other work by graduate students required for their degree completion (i.e. project research, clinical work, practicum or internship training, other), should also be provided including start and end dates of the supervision, the role of the Member (i.e. chief advisor or supervisor, advisory committee member, examiner, other), frequency of meetings, and outcome of the supervision including whether a degree-seeking student was successful in defense of the research project;

- (vii) teaching award nominations and teaching awards received by the Member;
  - (viii) other significant activities relevant to the Member's Academic Responsibilities in the area of Teaching; and
  - (ix) other documents that allow for, or provide, an assessment of the Member's performance in Teaching.
- e) as applicable, a record of the Member's performance in the area of Research during the preceding three Academic Years. This record may include some or all of the following:
- (i) a list of the Member's refereed journal publications. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
  - (ii) a list of the Member's publications appearing as books, monographs or chapters in monographs. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
  - (iii) a list of the Member's publications appearing as refereed conference proceedings. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;

- (iv) a list of any other publications (e.g., patents, technical reports, case studies) reporting the Member's Research;
  - (v) a list of the Member's presentations at conferences, colloquia, and professional meetings, indicating which are invited, refereed or contributed. Where a presentation is multi-authored, the Member's contribution to the work should be described;
  - (vi) where appropriate to the Member's discipline, a list of performances or exhibitions indicating which are invited or reviewed, or which are part of a schedule of performances or exhibitions in the University or in other public venues;
  - (vii) a list of any honours and awards received by the Member, and any other evidence of external recognition of the Member's impact in the area of Research;
  - (viii) a list of grants, contracts and other sources of funds for the support of the Member's Research, indicating which have been received and which are applied for, and, where applicable, whether the Member is the principal investigator, a co-investigator, or a co-principal investigator;
  - (ix) details of any other significant activities relevant to the Member's Academic Responsibilities in the area of Research;
  - (x) any other documents that allow for, or provide, an assessment of the Member's performance in Research.
- (f) as applicable, a record of the Member's performance during the preceding three Academic Years in the area of Scholarship Activities. This may include some or all of the following:
- (i) a list of the Member's journal publications. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
  - (ii) a list of the Member's publications appearing as textbooks, books, or chapters in books. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
  - (iii) a list of the Member's publications appearing as refereed conference proceedings. The list should indicate which are submitted, accepted

for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;

- (iv) a list of the Member's presentations at conferences and professional meetings, indicating which are invited, refereed or contributed. Where a presentation is multi-authored, the Member's contribution to the work should be described;
  - (v) a list of any honours and awards received by the Member, and any other evidence of internal or external recognition of the Member's impact in the area of Scholarship Activities;
  - (vi) a list of grants, contracts and other sources of funds for the support of the Member's Scholarship Activities, indicating which have been received and which are applied for, and, where applicable, whether the Member is the principal investigator, a co-investigator, or a co-principal investigator;
  - (vii) details of mentorship and other educational leadership activities;
  - (viii) details of any other significant activities relevant to the Member's Academic Responsibilities in the area of Scholarship Activities;
  - (ix) any other documents that allow for, or provide, an assessment of the Member's performance in Scholarship Activities.
- g) as applicable, a record of the Member's performance in the area of Service during the preceding three Academic Years. This record may include some or all of the following, with relevant details:
- (i) the Member's participation in the work of the University through membership on Departmental, Faculty, Senate, University or Association committees; Where relevant, this should include the start and end dates of committee service, the frequency of committee meetings, the frequency of the Member's attendance at meetings, and a brief description of the work of the committee;
  - (ii) activities in any administrative appointments held within the University by the Member;
  - (iii) activities external to the University relevant to the Member's Academic Responsibilities in the area of Service; Where such external activities are committee memberships, details should include the start and end dates of committee service, the frequency of committee meetings, the frequency of the Member's attendance

at meetings, and a brief description of the work of the committee as well as the Member's contributions to the work of the committee;

- (iv) other significant activities relevant to the Member's Academic Responsibilities in the area of Service;
- (v) other documents that allow for, or provide, an assessment of the Member's performance in Service.

- 10.4 It is the Member's responsibility to provide in the Performance Report sufficient detail of activities and their outcomes to enable the Performance Evaluation Committee (see Clause 5 of this Article) to assess the Member's performance. Except for those exempted in Clause 10.1, in the absence of a Performance Report, or of sufficient detail within it, the Performance Evaluation Committee shall send a request to the Member to submit within five (5) working days a Performance Report, or to provide within five (5) working days what detail may be lacking in the Performance Report submitted by the Member. If the Member does not within five (5) working days submit a Performance Report or provide additional detail in response to this request, the Performance Evaluation Committee shall assess the Member's performance in the preceding three Academic Years in accordance with Clause 9. Where the information remains insufficient for an assessment, the Performance Evaluation Committee may assess the Member's performance as below the acceptable level.
- 10.5 Where a Member on sick leave, Long Term Disability, Pregnancy, Parental or Adoption Leave, Caregiving Leave or approved Leave of Absence at the time of Performance Report submission declines to submit a Performance Report pursuant to Clause 10.1, the Performance Evaluation Committee shall provide the Member with the same assessment as in the previous Performance Evaluation.
- 10.6 The Dean or designate shall include the Performance Report in the Member's Official File.
11. Using the procedures and criteria described in this Article, the Performance Evaluation Committee shall, by January 15 of each year, assess for each Member of the Department, School or Faculty who is required to or who has opted to participate in Performance Evaluation, the Member's performance in fulfilment of their responsibilities and duties in each of Teaching, Research or Scholarship Activities and Service, as appropriate to the Member's Academic Responsibilities and Workload. This assessment shall be based on the Member's performance in the three Academic Years ending on June 30 of the preceding Calendar Year or for that part of the period in which the Member has held an appointment at the University. The assessment shall be done in accordance with Clause 9.
- 11.1 Each member of the Performance Evaluation Committee shall contribute an assessment of each Member participating in Performance Evaluation in

accordance with the categories in Clause 11.4, save for themselves and for any others involving a conflict of interest, as set out in the Article *Conflict of Interest and Conflict of Commitment*.

- 11.2 In consideration of any Member's performance, should a member of the Performance Evaluation Committee be deemed to have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment*, that person shall withdraw from consideration of that Member's performance. Should a Dean or designate who is chairing the Committee be deemed to have a conflict of interest, the Provost shall appoint a substitute.
- 11.3 In Faculties with Departments or Schools, the Dean or designate shall chair the Performance Evaluation Committee for the purpose of assessing the Department Chair's or the School Director's performance.
  - 11.3.1 The Performance Evaluation Committee members shall make their assessments of Members' performance in accordance with the procedures and criteria referred to in this Article. All members of the Performance Evaluation Committee may report to the Dean any violation of the rules and procedures provided by this Article, or of the procedures and criteria developed in accordance with this Article, by any member or members of the Committee.
  - 11.3.2 No business shall be conducted by the Performance Evaluation Committee unless at least three members, or two-thirds of its membership, whichever is the greater, are present at its meetings.
- 11.4 As applicable to each Member's Academic Responsibilities, the Committee shall categorize the Member's performance for each of Teaching, Research, Scholarship Activities and/or Service, as being one of:
  - a) exceptional;
  - b) very good;
  - c) good;
  - d) acceptable; or
  - e) below the acceptable level.
- 11.5 Where a Member's performance in either Teaching, Research or Scholarship Activity, or Service is categorized as below the acceptable level under the terms of Clause 11.4, the Member will be required to participate in the Performance Evaluation process annually until the Member's performance in all areas of Academic Responsibilities is categorized as acceptable or higher under the terms of Clause 11.4.

- 11.5.1 Members who are required to participate in Performance Evaluation annually as per Clause 11.5, shall be required to meet annually with their Dean or designate. The Chair or Director of the Unit may be included in the meeting by request of either party. The Member may be accompanied at the meeting by an Academic Colleague or a representative of the Association.

#### Assessment Considerations

12. Evaluations shall be conducted in accord with this Article and the provisions of the Article *Academic Freedom*, and shall assess a Member's performance of their Academic Responsibilities, as set out in the Article *Academic Responsibilities of Members* and modified by the Letter of Appointment or any of the provisions of this Collective Agreement (e.g., *Alternative Workload*).
- 12.1 Evaluations of a Member's performance of Academic Responsibilities in the area of Teaching shall be based on the information in a Member's Performance Report submission that speaks to accomplishments in Teaching. Where data from Student Questionnaires on Courses and Teaching are used, they shall be considered information about student experience in the classroom, and such consideration shall take into account the possibility that Student Questionnaires on Courses and Teaching may be biased.
- 12.2 The procedures and criteria for evaluation of a Member's performance of Academic Responsibilities in the area of Research may include the Member's success in securing research funds, where appropriate to the discipline, but the evaluation shall take into account the availability and value of grants, matching funds, contracts and other sources of research funds in the area of the Member's research.
- 12.2.1 The acquisition of research funds must result in peer-reviewed outcomes produced by the Member in order to be considered a Research activity. The Committee shall take such acquisition into account whenever the resulting outcomes are evaluated, no matter when the funds were applied for or received.
- 12.2.2 Full-Time Members who have not had a Full-Time Appointment for more than three months within the assessment period shall receive the average Basic Salary Points of 2.2 plus the Dean's Discretionary Salary Points of 0.2.
- 12.3 If a Member has been on Education Leave or Exchange Leave during the three-year period of the Performance Report, then for the purposes of Performance Evaluation, the Member shall be deemed to have had a Normal Workload during the period of the Leave. A Member who, for the purposes of Performance Evaluation, does not wish to be deemed to have had a Normal Workload during the period of an Education Leave or Exchange Leave may request an Alternative Workload for the period of the Leave. Such a request must be made as part of the Leave application, and is understood to be for the purposes of Performance

Evaluation only.

- 12.4 A Member on Sabbatical Leave shall have a Workload consisting exclusively of activities defined by the Member's Academic Responsibilities in the area of Research, with consideration for ongoing graduate student supervision responsibilities. As specified in Clause 20 of the Article *Sabbatical Leave*, for the purposes of Performance Evaluation only, a Member on Sabbatical Leave shall be deemed to have an Alternative Workload of 10% Teaching, 90% Research and no Service, unless the Member applies for a deemed Alternative Workload with a different balance of Responsibilities under Sabbatical Leave, Clause 20.1.
- 12.5 Where a Member has been on Leave of Absence or Elected Public Office Leave, and the Leave was in excess of six months, the period of Leave shall be removed from the three-year period considered in the assessment of performance of Academic Responsibilities. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year following the Leave.
- 12.6 Where a Member has been on Pregnancy and/or Parental/Adoption Leave or Caregiving Leave of at least twenty-four weeks, the period of Leave shall be removed from the three-year period considered in the assessment of performance of Academic Responsibilities. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year following the Leave.
- 12.7 The Committee shall allow for periods of Employer-approved sick leave or accommodation in a Member's assessment such that the Member is not penalized for having taken the Leave or accommodation.
- 12.8 Where a Member is undertaking significant Employer-approved duties in a Unit outside of the Home Unit (or for a Member with a Joint Appointment, in a Unit outside of the two Units where the Joint Appointment is held), there shall be a written agreement establishing in advance how the out-of-Unit duties shall be evaluated for the purposes of the Member's Performance Evaluation. The parties to this agreement shall be the Member, the Member's Home Unit Chair or Director, where applicable, and the Member's Home Unit Dean.
- 12.9 In accordance with Clause 10.5, where a Member on sick leave, Long Term Disability, Pregnancy and Parental Leave, Caregiving Leave or approved Leave of Absence at the time of Performance Report submission declines to submit an Performance Report, the Performance Evaluation Committee shall provide the Member with the same assessment as in the previous Performance Evaluation.
13. No later than January 31 of each year, the Performance Evaluation Committee shall send a copy of its assessment of each Member's performance who participated in Performance Evaluation, signed by all members of the committee,

to the Member's Dean and to the Member. This assessment shall include written comments. If a Member's performance falls below good in any area of Academic Responsibility, these comments shall include advice on areas for development and/or opportunities for formative support or mentorship.

- 13.1 If the Dean or designate accepts the assessment, it shall be placed in the Member's Official File and a copy supplied to the Member.
- 13.2 If the Dean or designate does not accept the assessment, the Dean or designate shall so inform the Member and the Performance Evaluation Committee, and shall provide reasons for non-acceptance of the assessment. The Performance Evaluation Committee shall reassess the Member's performance in accord with Clause 11 of this Article, but also taking into account the Dean or designate's reasons for not accepting the original assessment.
  - 13.2.1 If the Dean or designate accepts the reassessment, it shall be placed in the Member's Official File and a copy supplied to the Member.
  - 13.2.2 If the Dean does not accept the reassessment, the Dean shall assess the Member's performance. This assessment shall be placed in the Member's Official File and a copy supplied to the Member.
- 13.3 The Dean or designate shall report on the distribution of ratings in the Member's Department or Unit (e.g., the number of scores assigned in ranges 0-1, 1-2, 2-3, 3-4 for each of Teaching, Research or Scholarship Activities and Service).
- 13.4 Once the Dean or designate has placed an assessment in the Member's Official File, the Member may request a meeting. This meeting shall occur by April 30; those present shall be the Dean or designate, the Member, the Member's Chair or Director (if applicable), and, if the Member wishes, a representative of the Association. In the case of a Member with a Joint Appointment, those present shall, as applicable, be the Chair(s), Director(s) and Dean(s) of both Units where the appointment is held. The purpose of this meeting is to give the Dean an opportunity to hear submissions of the Member and consider whether reassessment is warranted.
  - 13.4.1 Within two weeks of this meeting, the Dean or designate shall provide a written report of the meeting to the Member. This report shall advise whether a reassessment is warranted and shall provide the results of that reassessment. This report shall also set out any concerns in respect of performance, the circumstances giving rise to such concerns, and any support or mentoring that has been agreed upon. This report shall be placed in the Member's Official File.
  - 13.4.2 A Member has the right to respond to the report and this response, which shall be in writing and supplied to the Dean or designate within two weeks of the Dean or designate's report, shall be kept in the Member's Official File alongside the original

report.

- 13.5 Each year before July 31 the Employer shall provide the Association and the Employment Equity Committee with the following data:
- a) number of Members assessed in each Faculty; and
  - b) means and standard deviations of performance scores for the Faculty and for each Unit within the Faculty
    - i) in aggregate and;
    - ii) broken down by scores for Teaching, Research and Service and by gender.
14. Any Grievance of the provisions of this Article shall commence at Step 1 of the Formal Grievance Process described in the Article *Grievance and Arbitration*.
- 14.1 For any grievance of the provisions of this Article that is proceeding to Step 3 (Arbitration), the Employer shall require the Performance Evaluation Committee to provide written reasons for each assessment. Such reasons shall be forwarded to the Association and Member.
15. The Performance Evaluation process described in this Article shall be separate from promotion and tenure processes described in the Article *Promotion, Tenure and Continuing Status*, and disciplinary processes described in the Article *Discipline*, except as specifically outlined in this Collective Agreement.
- 15.1 The Association and the Employer agree that a categorization by the Performance Evaluation Committee of a Member's performance as being "below the acceptable level" in any or all of Teaching, Research and Service does not of itself constitute proof of a Member's failure to discharge their Academic Responsibilities through incompetence or neglect of duties in any or all of these areas of activity. The Association and the Employer further agree that such a categorization may only constitute background information in an allegation by the Employer that a Member has failed to discharge their Academic Responsibilities through incompetence or neglect of duties. The facts leading to, and following from, such a categorization, but not the categorization itself, may be considered as evidence of such failure in the event of an arbitration hearing.