

**LETTER OF UNDERSTANDING
TRANSITION PROVISIONS FOR PERFORMANCE EVALUATION**

The Parties agree that this Letter of Understanding forms part of the 2022-2026 Faculty Collective Agreement for the life of this Collective Agreement.

WHEREAS the Association and Administration have agreed as part of the 2022-2026 Collective Agreement to significant revisions to the Performance Evaluation (formerly known as Annual Performance Evaluation) process;

AND WHEREAS the Parties agree for the 2022 – 2023 academic year that the Annual Performance Evaluation process from the 2018 – 2022 Collective Agreement will be applied;

AND WHEREAS the Parties have agreed that the following provisions are required in order to transition all Members from the Annual Performance Evaluation Process of the 2018 – 2022 Collective Agreement to the Performance Evaluation Process of the 2022 – 2026 Collective Agreement;

The Parties agree to the following provisions:

1. The initial three-year Performance Evaluation cycle shall be from the 2023-2024 academic year to the 2025-2026 academic year.
2. By June 30th, 2023 all Full-Time Members and all Part-Time Members who elected to participate in Performance Evaluation shall provide their Chair or Director, or Dean in a Faculty without Departmental structure, their order of preference for the year in the initial three-year Performance Evaluation cycle in which their performance is to be assessed.
3. The Chair, Director, or Dean shall review Member preferences and shall, where possible, allocate all Members who participate in Performance Evaluation to their preferred year. Where allocation according to Member preferences will result in an unequal distribution by year, the Chair, Director, or Dean shall make efforts through consultations with Members in the Unit to establish an approximately equal distribution by year. If those efforts are unsuccessful, the Chair, Director, or Dean may allocate Members to an initial year. This process must be completed by September 1, 2023.
4. For purposes of calculating Basic Salary Points (BSPs) for Members who will not be required to participate in Performance Evaluation until year two or three of the three-year Performance Evaluation cycle, their Performance Evaluation from the 2022-2023 academic year, or the average of their previous three years' assessments, whichever is the greater, shall be used.
5. Full-Time Members may elect to participate in Performance Evaluation more than once within the three-year cycle. Where a Full-Time Member elects to participate in

Performance Evaluation outside of their mandatory year, they shall communicate their election in writing to the Unit by October 1st of the year in which they elect to participate in Performance Evaluation. A Full-Time Member who elected to participate in Performance Evaluation outside of their mandatory year for Performance Evaluation, may withdraw their election in writing by November 15th of the applicable year.

- 5.1. Full-Time Members who elect to participate in Performance Evaluation outside of their mandatory year for Performance Evaluation shall still be required to participate in Performance Evaluation in their mandatory year assigned under the terms of Clause 1 – 3 hereof, and every third year thereafter, unless the provisions of *Performance Evaluation* Clause 9.1.1 apply.
6. Notwithstanding *Performance Evaluation* Clause 5, by January 31st, 2023, all Units shall have elected a Performance Evaluation Committee. By May 31st, 2023, the Committee, together with the Dean or designated Associate Dean, shall identify in writing procedures and criteria for the assessment of the performance of all Full- and Part-Time Members in the Unit to occur during the three-year Performance Evaluation cycle. These procedures and criteria shall be ratified by June 30th, 2023 according to the terms of *Performance Evaluation* Clauses 5 and 5.1.