

## **LOU #10: Post-Probationary Faculty Member Developmental Evaluation Under Threat!**

### **Right Now**

Post-probationary faculty members direct their own developmental evaluation. It is a peer-driven process of professional development.

### **How is it governed?**

This process is governed by Letter of Understanding #10, which lays out the purpose of developmental evaluation: “to promote and facilitate reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.”

### **What does Management *want from us*?**

Management wants to replace our peer-driven process with a top-down, Dean-driven process. In other words, it puts the Dean right in the middle of our currently peer-driven developmental evaluations.

### **What are they willing to do to get their changes?**

Management has said in unequivocal terms that if they don’t get their changes, they will not renew LOU #10.

### **Hold on, ONE PARTY CAN *DELETE* parts of the Collective Agreement?**

No, they can’t. However, at the end of LOU #10, it says: “*This Letter of Understanding will be reviewed upon expiry of this Agreement and will only be renewed if mutually agreed to by the Parties.*” If they do not agree to renew LOU #10, then it is removed from the Collective Agreement.

## **WAIT, THEN WHAT HAPPENS?**

The process for post-probationary evaluations reverts to Management. They can do whatever they want, including summative evaluations—for example, there is a potential for discipline for not completing an evaluation to Management’s “standards.”

## **WHAT DOES THIS MEAN AT THE TABLE?**

The DCFA Bargaining Committee believes that there is a path to a “fair and reasonable deal” (that’s the phrase the province uses to describe their Shared Recovery Mandate), which at other tables has resulted in working improvements *with no major concessions*. The Employer, though, has jeopardized that path with its reckless suggestion of deleting LOU #10.

## **So, *DELETING* LOU #10 would basically be a MAJOR CONCESSION?**

The answer is effectively, YES. Knowing that they might try this at some point, the DCFA tabled a proposal to move LOU #10 permanently into the Collective Agreement to stop these kinds of shenanigans.

## **OK, I’ve had a moment. What can I do?**

It is through solidarity that we show our strength. Right now, here’s what you can do:

- The first thing you can do is ensure that your colleagues are aware of this crucial issue. They may not have seen this Bargaining Bulletin.
- Then, join us for the DCFA AGM, on May 1<sup>st</sup>, and make your voice heard.
- Finally, sign up to observe at the bargaining table.

## **What is the Bargaining Schedule?**

We are scheduled to meet at the table on **May 2<sup>nd</sup>, May 3<sup>rd</sup>, May 4<sup>th</sup>, May 8<sup>th</sup>, and May 9<sup>th</sup>**. These are crucial days at the table. Members who are interested in observing bargaining should contact VP Negotiations, Devin Shaw at [dcfa.devin.shaw\[at\]gmail.com](mailto:dcfa.devin.shaw@gmail.com).

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