

## **Negotiations are Boiling Down to Post-Probationary Evaluations (LOU #10)**

### **DCFA Requests Mediator**

The DCFA and the Employer have met throughout the summer to try to reach a deal before the Fall 2023 semester begins. To facilitate that goal, the DCFA has applied for a mediator under the BC Labour Code. We did so because the two sides remain apart on a few key issues, including—**most importantly**—our rights protected by LOU #10, Post-Probationary Evaluation. We are also applying for mediation to utilize all avenues for reaching a deal. However, job action—in plain language, a strike—is a very real possibility if we cannot reach a deal by the end of August. That is how important the rights guaranteed in our post-probationary evaluation process are.

Why is the language in LOU #10 so important? The language concerning Established Workload and the language of LOU #10 undergirds the job security of all regular post-probationary faculty members.

Many faculty members are familiar with the pressures of teaching to achieve arbitrary metrics in student evaluations. Others may have worked in environments where management promotes buzzwords and trendy verbiage in education as innovation, rather than providing autonomy and support to build upon fundamentals in pedagogy and content expertise that meaningfully contribute to educating students in your discipline. **If these kinds of changes have not yet taken over our work at Douglas, it is because we have the rights guaranteed in LOU #10. It is because we have faculty autonomy over the process. Changes to the language of LOU #10 shall affect all of us.**

### **The Current Process**

The current post-probationary evaluation process is **peer-driven** and **formative**, meaning that the professional development you undertake as part of this process is oriented toward your own self-improvement.

### **The Proposed Employer Process**

The Employer wants a Dean-led process. But the Dean is not necessarily an expert in pedagogy or content. Therefore, we must ask how the Dean might direct post-probationary evaluation. They propose three crucial changes:

1. At the beginning of the process, a faculty member identifies one or more area(s) of professional practice in **“consultation” with the Dean.**
2. At the end of the process, the faculty member submits their summary report to the DDP Evaluation committee **and the Dean.**
3. **After the Dean reviews the report, they may “discuss” planned PD activities with the faculty member.**

The Employer talks about “consultation” and “discussion,” and those terms sound innocuous, but “consultation” and “discussion” conceal how there is a power differential between the boss and the employee.

On the view of the DCFA, the Employer’s proposed language permits the following:

- A Dean can tell you to direct your professional development, and the odds are their motivation will be either to chase “good” student satisfaction surveys to demonstrate “effective” “teaching” or to follow trendy buzzword pedagogy rather than to fortify fundamentals in pedagogy and content expertise.
- If you choose not to follow the Dean’s direction, then you put yourself at risk to receive remediation plans, letters of expectation, or discipline.
- In other words, the Employer’s proposal opens the door to a **summative** process, that is, one where faculty could be disciplined as part of the **outcome** of post-probationary evaluation. Such discipline could contribute to a path of progressive discipline that could lead up to and include termination.

### **What the DCFA has done to defend YOUR rights:**

At the 2023 AGM, our members unanimously voted to advise the DCFA Bargaining Committee as follows:

*“The DCFA advises the VP Negotiations to move LOU #10 permanently into the Collective Agreement or failing that to renew it.”*

We have been pursuing this mandate as fully as possible in order to reach the best possible deal for our members.

The Employer was not going to entertain moving LOU #10 into the Collective Agreement unchanged. Therefore, in our **first** Offer of Settlement, the DCFA proposed to renew LOU #10. The Employer rejected this offer.

In our **second** Offer of Settlement, the DCFA proposed language that fulfils the language of our mandate. It preserved the language and process described by LOU #10, but also introduced the concept of a voluntary program in which faculty could participate that permitted greater participation of the Dean. In that Offer, we also proposed to amend the “Purpose” Section to explicitly state:

**Post-probationary evaluation is formative, namely, the evaluation process cannot be used as part of discipline, letters of expectation or instruction, or remediation plans.**

The Employer did not accept our proposed changes and relayed to the Bargaining team that they will not move on this issue. Therefore, the DCFA has applied for mediation while at the same time we have ramped up the work of the Job Action Committee to prepare for potential job action.

If the Employer won't move, then we must **ORGANIZE** to protect our professional autonomy and rights!

### **ACTION ITEMS**

Want to know more?

The DCFA will host information sessions on Thursday, August 10<sup>th</sup>, Tuesday, August 15<sup>th</sup>, and Thursday, August 17<sup>th</sup>.

The sessions will be conducted via Zoom, from 11:00am to 11:30am.

The DCFA will send links to faculty members prior to each session.