

ANNUAL REPORT AND REVIEW

1. An Annual Review shall be conducted for all Members, except for Full-Time Members in their final year of service.
2. The purpose of the Annual Review is to provide an annual assessment of performance that allows recognition of a Member's achievements, to provide feedback on plans for the coming year, and to identify areas for development in the Member's Professional Practice, Academic Activity and/or Service activities, as appropriate to the Member's Responsibilities and Workload.
3. A Member's Annual Review shall be based on:
 - a) an Annual Report submitted by the Member;
 - b) information discussed at the Annual Review Meeting between the Member, his or her immediate supervisor and the University Librarian or Dean or designate, if such a meeting is held; and
 - c) any other documents in the Member's Official File that are relevant to an assessment of the Member's performance in the period under review.

Annual Report

4. Each Member, with the exception of Full-Time Members in their final year of service, shall submit an Annual Report for the review period of the previous academic year to the University Librarian or Dean and shall submit a copy to his or her immediate supervisor by February 15 of each year.
 - 4.1 Each Member holding a Probationary Appointment shall also submit an Annual Report after completing six (6) months of employment, unless that anniversary is within two (2) months of the report required under Clause 4.
 - 4.1.1 A Probationary Member at General Rank shall meet with his or her immediate supervisor for an informal review at least once between each scheduled Report under Clause 4.1 above.
 - 4.2 The Annual Report shall be submitted in a standardized format. The format shall be proposed by the Members and approved by the Association and the Employer within six (6) months of the date of ratification of this Collective Agreement and thereafter may be modified from time to time by agreement between the Association and the Employer. The Annual Report shall be submitted by the Member in paper and electronic format as agreed upon by the Association and the Employer.
 - 4.2.1 The Employer shall place the paper copy of the Annual Report in the Member's Official File.
 - 4.3 The Annual Report shall include, but is not limited to the following, as is relevant to the Member's Responsibilities:
 - a) an up-to-date *curriculum vitae*;
 - b) a statement of the areas (Professional Practice, Academic Activity and/or Service) in which a Member had Responsibilities during the period under review;

c) a statement of the Member's Workload for the period under review as determined through the Article *Workload* and, if applicable, a statement indicating how the Member's Workload has been modified by any Alternative Workload or Leave arrangements specified in this Collective Agreement;

d) the Member's review of her or his performance in the area of Professional Practice. The Member may include reference to the preceding three (3) years of employment. In cases where the Member's work during the current period is on projects of long-term duration and parts of which have continued during the preceding five (5) years, the Member may include reference to the preceding five (5) years in relation to those projects only. This review may include some or all of the following, with relevant details:

(i) progress toward achieving goals and objectives for the period under review;

(ii) identification of professional development activities such as conferences, workshops, projects, courses of study, seminars, etc., in which the Member has participated and a description of the significance of such activity to the development of the Member as a Librarian or Archivist;

(iii) a report of any Employer-approved work outside the Unit;

(iv) other significant activities relevant to the Member's Professional Practice Responsibilities.

e) as applicable, a description of the Member's performance in the area of Academic Activity for the period under review and the preceding two (2) years, with details of relevant activities and/or research in progress.

f) as applicable, a description of the Member's performance in Service for the period under review.

g) the Member's plans for the coming year, including:

(i) a statement of the areas (Professional Practice, Academic Activity and/or Service) in which the Member will have Responsibilities;

(ii) a statement of the Member's Workload for the coming year as determined through the Article *Workload* and, if applicable, a statement indicating how the Member's Workload has been modified by any Alternative Workload or Leave arrangements specified in this Collective Agreement;

(iii) a brief description of the Member's planned contributions to the Unit, as determined in the Unit Workload Plan as developed in accordance with Clauses 17 and 18 of the Article *Workload*;

(iv) plans for professional development for the upcoming year; and

(v) any comments or specific suggestions for the Member's immediate supervisor on ways he or she can help to enhance the Member's future performance and/or better meet the goals of the Unit.

4.4 It is the Member's responsibility to provide in the Annual Report sufficient detail of activities and their outcomes to enable the immediate supervisor and the University Librarian

or Dean or designate to assess the Member's performance. In the absence of an Annual Report, or of sufficient detail within it, the assessment shall proceed on the basis of relevant documents in the Member's Official File and the discussion at the Annual Review Meeting, if such a meeting is held.

4.4.1 A Member on Leave at the time of Annual Report submission may decline to submit an Annual Report pursuant to Clause 4, in which case the Member's immediate supervisor shall follow the process described in Clause 4.4.

4.5 A Member on Leave for more than six (6) months within the assessment period shall have the period of her or his Leave removed from the period considered in the annual assessment of performance of 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.

4.5.1 A Member who was employed in more than one Unit during the review period shall submit the copy of the Annual Report referred to in Clause 4 to his or her current immediate supervisor. Where possible, the current immediate supervisor shall consult with the Member's previous supervisor(s) when assessing the Member's performance in accordance with Clause 7.

4.6 A Member may submit an addendum to his or her Annual Report describing any significant in-year changes to his or her Responsibilities and/or Workload. The Member shall submit any such addendum to the University Librarian or Dean and shall submit a copy to his or her immediate supervisor. The Employer shall place the addendum in the Member's Official File with his or her Annual Report.

Annual Review Committee

5. The criteria and supporting evidence used for the assessment of the performance of all Members may be reviewed at the request of either the Association or the Employer. Such a request must be made by August 1. If a review is requested by either Party, an Annual Review Committee shall be established by September 1. Any revisions to the criteria and supporting evidence proposed by the Annual Review Committee shall be approved following the process prescribed in Clause 5.3 or 5.4 and shall be made available to the Members as provided for in Clause 5.5.

5.1 The composition of the Annual Review Committee shall be three Members elected by the Members and three individuals named by the Employer. The Committee may consult with and/or solicit suggestions from Members and from Administrators responsible for supervising Members.

5.2 By November 1 the Annual Review Committee shall review the criteria and supporting evidence used for the assessment of the performance of all Members and identify any proposed revisions.

5.3 Within two weeks of identification of any proposed revisions to the criteria and supporting evidence, the Annual Review Committee shall submit it to Members for ratification.

5.4 If the Annual Review Committee is unable to reach an agreement on the proposed revision(s) to the criteria and supporting evidence to be used for the assessment of the performance of Members by the deadline prescribed in Clause 5.2, or if the revisions to the criteria and supporting evidence proposed by the Annual Review Committee are not ratified by

a majority ballot of the Members, the University Librarian and Deans of Units in which there are Members shall determine what revisions, if any, are to be made to the criteria and supporting evidence to be used.

5.5 Following either the ratification of the proposed revisions to the criteria and supporting evidence under Clause 5.3 or the determination of what revisions, if any, are to be made to the criteria and supporting evidence by the University Librarian and Deans under Clause 5.4, copies of the revised criteria and supporting evidence shall be made available to all Members and a copy sent to the Association by December 15.

Annual Review

6. The Annual Review shall be conducted in accordance with the provisions of the Article *Academic Freedom*, and shall assess a Member's performance of his or her Responsibilities, as set out in the Article *Responsibilities of Members* and modified by any of the provisions of this Collective Agreement.

7. Using the criteria and supporting evidence referred to in Clauses 5 and 5.2 through 5.5 of this Article, the Member's immediate supervisor shall assess each Member's performance in fulfilment of his or her Responsibilities and duties in each of Professional Practice, Academic Activity and/or Service, as appropriate to the Member's Responsibilities and Workload. This assessment shall be based on the Member's Annual Report and any other relevant documentation in the Member's Official File.

8. No later than April 1 of each year, the Member's immediate supervisor shall prepare a written draft Review of the Member's performance and shall send this draft Review to the Member and shall send a copy to the University Librarian or Dean. The draft Review may include questions or concerns identified by the immediate supervisor.

8.1 The Member may respond to the questions or concerns identified by the Member's immediate supervisor in the draft Review in person at an Annual Review Meeting or may respond in writing to the immediate supervisor within ten (10) working days of receipt of the draft Review. The Member shall send a copy of her or his written response to the University Librarian or Dean.

9. By May 1, a Member holding a Continuing Appointment may request, in writing, to the University Librarian or Dean, an Annual Review Meeting with his or her immediate supervisor and the University Librarian or Dean. The University Librarian or Dean shall respond in writing to the request within ten (10) working days of its receipt, and shall inform the Member of the date of the requested meeting and whether the University Librarian or Dean shall be represented by a designate.

9.1 By May 1, the University Librarian or Dean may request, in writing, to a Member holding a Continuing Appointment, an Annual Review Meeting with the Member and his or her immediate supervisor. The request shall include proposed dates and indicate whether the University Librarian or Dean shall be represented by a designate. The Member shall respond, in writing, to this request within ten (10) working days of receipt of the request.

9.2 A Member holding a Probationary Appointment shall participate in an Annual Review Meeting with his or her immediate supervisor and the University Librarian or Dean or designate on a date proposed by the University Librarian or Dean and agreed to by the Member.

9.3 Where held in accordance with clauses 9, 9.1 or 9.2, the Annual Review Meeting is

intended to provide an opportunity for the Member, the Member's immediate supervisor and the University Librarian or Dean or designate to discuss the Member's performance of his or her Responsibilities for the period under review and the Member's plans for the coming year as identified in accordance with clause 4.3 g) as appropriate to the Member's Responsibilities and Workload.

9.4 For Members holding a Probationary Appointment, the Annual Review Meeting is also intended to provide an opportunity for support, encouragement and mentoring, as well as a venue for discussion of the Member's progress towards meeting the criteria for Promotion and/or Continuing Appointment.

9.5 Where held in accordance with clauses 9, 9.1 or 9.2, the Annual Review Meeting shall take place by June 15.

9.6 At the Annual Review Meeting, the Member has the right to be accompanied by a colleague or by a representative of the Association, on one (1) week's notice to the University Librarian or Dean.

9.7 A Member who performs Employer-approved work outside the Unit and within the University may request the presence of the immediate supervisor of said work to be at the Annual Review Meeting.

10. Following the Annual Review Meeting, or in the absence of such a meeting if one is not requested under Clauses 9 or 9.1, the Member's immediate supervisor and the University Librarian or Dean or designate shall meet to discuss the draft Review and completion of the final written Annual Review Report.

10.1 The Annual Review Report shall consist of summary comments on the Member's performance of the activities described in the Member's Annual Report as well as matters discussed at the Annual Review Meeting, if an Annual Review Meeting was held. The Annual Review Report shall also document any feedback provided on the Member's plans for the coming year. In the Annual Review Report, for each of the areas of the Member's Responsibilities, the University Librarian or Dean or designate shall, in consultation with the Member's immediate supervisor, categorize the Member's performance as being one of:

- a) outstanding;
- b) very good;
- c) good;
- d) acceptable; or
- e) below the acceptable level.

10.1.1 The categorization referred to in clause 10.1 shall be based on the assessment of the Member's performance in each area of Responsibility and shall reflect the criteria and supporting evidence identified in accordance with the process provided for in clauses 5 to 5.5.

10.2 The University Librarian or Dean or designate shall sign the final written Annual Review Report and send it to the Member by June 30. The University Librarian or Dean or designate shall send a copy to the Member's immediate supervisor. The Employer shall place a copy in the Member's Official File.

10.3 Once the University Librarian or Dean or designate has sent the signed Review to the Member, the Member has the right to respond in writing to the University Librarian or Dean with any concerns she or he has about the Annual Review. The Employer shall place the written response in the Member's Official File with the Annual Review Report.

10.4 Once the University Librarian or Dean or designate has sent the signed Review to the Member, the Member or the University Librarian or Dean may request a meeting if either party believes that there are any unresolved issues or concerns that merit additional, formal discussion. The request shall be made in writing and shall identify the specific issues or concerns to be addressed in the meeting. This meeting shall occur within ten (10) working days of receipt of the request, and shall be attended by the Member, the University Librarian or Dean, the Member's immediate supervisor and, if the Member wishes, a representative of the Association.

10.4.1 Within two (2) weeks of this meeting, the University Librarian or Dean shall send a written report of the meeting to the Member. A copy of this report shall be placed in the Member's Official File.

10.4.2 A Member has the right to respond to the report in writing to the University Librarian or Dean within four (4) weeks of the University Librarian's or Dean's report. The Employer shall place the response in the Member's Official File with the original report.

11. Each year before July 30, the Employer shall provide the Association and the Employment Equity Committee with the number of Members assessed in each Unit, together with means and standard deviations of performance scores for the bargaining unit and for each Unit, in aggregate and broken down by gender, with all Units with fewer than four (4) Members combined into one assessment unit.

12. The Committee on Promotion and Continuing Appointment shall consult copies of all Annual Reports and any addenda to those Reports in accordance with Clause 4.6, Annual Review Reports and any Member's written response(s) those Reports, report(s) of any meeting(s) requested by the Member or the University Librarian or Dean in accordance with Clause 10.4 and any Member's written response(s) to those report(s), and any such documents that predate the ratification of this Collective Agreement, for the purposes of the Committee's work under the Article *Promotion and Continuing Appointment*.

13. The Annual Report and Review process described in the Article shall be separate from disciplinary processes described in the Article Discipline.

13.1 The Association and the Employer agree that a categorization of a Member's performance as being "below the acceptable level" in any or all of Professional Practice, Academic Activity and Service does not itself constitute proof of a Member's failure to discharge her or his 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 her or his 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.