

**BARGAINING UNIT  
PERFORMANCE EVALUATION REQUIREMENTS  
February 2011**

CATEGORY	UNIT 1- PHYSICIANS <i>ARTICLE 13</i>	UNITS 2, 5, 7 & 9 – CALIFORNIA STATE UNIVERSITY EMPLOYEES' UNION <i>ARTICLE 10</i>	UNIT 4 - ACADEMIC PROFESSIONALS OF CALIFORNIA <i>ARTICLE 18</i>	UNIT 6 - STATE EMPLOYEES TRADES COUNCIL <i>ARTICLE 12</i>	UNIT 8 – STATEWIDE UNIVERSITY POLICE ASSOCIATION
<b><u>Temporary and Probationary Employees</u></b>	13.1: Temporary and probationary employees in Bargaining Unit 1 shall be subject to periodic performance evaluations as determined by the President. The frequency of probationary employee evaluations shall be sufficient to make timely recommendation to the President prior to the end of the employee's probationary period.	10.5: A probationary employee shall be evaluated by the end of the third (3rd), sixth (6th), and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.  10.6: A temporary employee shall be evaluated at periodic intervals.	NA	12.5: A probationary employee shall be evaluated by the end of the sixth (6 <sup>th</sup> ) and eleventh (11 <sup>th</sup> ) month of the probationary period.  12.6: A temporary employee shall be evaluated at least once every appointment period, but not less than once per year.	11.4: A new hire probationary employee shall be evaluated by the end of the sixth (6 <sup>th</sup> ), ninth (9 <sup>th</sup> ), and twelfth (12 <sup>th</sup> ) month of the probationary period, unless the employee has earlier been rejected during probation.
<b><u>Permanent Employees</u></b>	13.3: Permanent employees in Bargaining Unit 1 shall be subject to periodic performance evaluations as determined by the President.	10.1: Permanent employees shall be subject to annual performance evaluations.	18.1 A: Employees shall be evaluated on at least an annual basis, using the form that appears in Appendix M, utilizing the following criteria: (see below)	12.4: A permanent employee shall be evaluated annually.	29.1: Permanent employees shall be subject to and receive annual performance evaluations. The evaluations must be given annually in accordance with campus procedures

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					and timelines.
<b><u>Basis for Evaluation</u></b>	13.6: Evaluations should be a review of the employee's work performance and should be based upon criteria which are objective in nature.	10.2: Performance evaluations should be a review of the employee's performance and should be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement. Employee evaluations should acknowledge changes affecting the employee’s position that have occurred since the last evaluation.  10.3 The performance evaluation of an individual with an overall performance evaluation	18.1 The appropriate administrator shall inform the employee in writing that a performance evaluation shall take place. Performance evaluation procedures shall be determined by the President. Such procedures shall be put in writing and made available to employees.  18.1 A: Employees shall be evaluated on at least an annual basis, using the form that appears in Appendix M, utilizing the following criteria:  1. Quality of the employee's work; 2. Quantity of the employee's work; 3. Professional judgment and	12.1: Employees shall be subject to periodic performance evaluations. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvements.  12.2: Evaluations should be a review of the employee's performance, written by a non-bargaining unit evaluator, and based upon job-related criteria including input from the employee and the employee's bargaining unit Supervisor where	

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		rating of below satisfactory shall include specific information regarding areas of concern. It is a recommended practice that the appropriate administrator counsels an employee on below satisfactory performance before it is documented in a Performance Evaluation.	responsibility (also including attendance abuse and working relationships); and 4. Specific contributions to the campus/CSU and/or specific contributions to the community in areas directly related to the employee's work assignment, if applicable.  18.1 B. Performance evaluations shall be based on the direct observation or supervision of the employee's work during the period since the employee's last performance evaluation. In the event the evaluator has not directly observed or supervised the employee's work, the evaluation shall be based primarily on the content of the employee's official personnel file, including the applicable	appropriate.	

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			position description(s) and input from employees and/or students who have interacted with the employee. If the employee receives any rating of less than satisfactory (or its equivalent), the document(s) and/or specific example(s) relied upon for the rating must be given to the employee and placed in the employee's personnel file no later than the time at which the evaluation is given to the employee in draft form.		
<b><u>Evaluator</u></b>	13.5: When evaluation entails judgment regarding a physician's performance of assigned medical duties, such judgment shall be made by supervisory and managerial personnel who are licensed physicians.	10.14: The term "evaluator" as used in this Article refers to the appropriate administrator or the person designated by the appropriate administrator to conduct the performance evaluation of an employee. The evaluator shall be		12.10: The term "evaluator" as used in this Article refers to the non-bargaining unit person designated by the appropriate administrator to conduct the performance evaluation of an	29.2: A sergeant or the immediate supervisor may draft and sign the performance evaluation. A sworn MPP (employee in the Management Personnel Plan) shall review the performance

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		familiar with the regular duties of the employee.		employee.	evaluation as the approving authority prior to the performance evaluation being presented to the employee. At the completion of the evaluation discussions with the employee, a sworn MPP shall sign the performance evaluation. If the sworn MPP is the immediate supervisor, then a non-sworn MPP shall review and sign the performance evaluation.
<u>Employee Review of &amp; Input into Draft Evaluation</u>		10.8: The evaluator shall submit a draft evaluation for the employee’s review, input, and discussion.  10.9: The employee shall be given up to <b>five (5)</b> work	18.1 C: Performance evaluations shall be prepared in draft form. Such evaluation shall refer to key incidents relied on if they are not documented in the personnel file. A copy will be		

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		<p>days to review the draft evaluation and provide input, if any, to the evaluator.</p> <p>10.10: The evaluator shall consider input provided in the <b>five (5) work day period in preparing the final performance evaluation</b>, and prior to placing it in the employee's personnel file.</p>	<p>given to the employee who shall have <b>14 days to submit a rebuttal (if any) to the evaluator before the evaluation is finalized.</b> An employee may elect to submit any such rebuttal (accompanied by the draft evaluation it rebuts) to his/her personnel file. Any documents referenced in the draft evaluation which are not part of the employee's official personnel file at the time the draft is submitted to the employee shall be placed in the file at that time.</p> <p>18.1 D: An employee may submit materials for consideration during the performance evaluation process, including evaluative material from campus and community sources generated by individuals</p>		

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			familiar with the employee's work.		
<u>Meetings with Employee</u>		<p>10.11: Upon request of the employee or the evaluator, the evaluator and the employee shall meet to discuss the evaluation. Such a meeting shall take place <b>within seven (7) work days</b> of the request.</p> <p>10.12: Upon request of the employee and subsequent to the meeting between the employee and the evaluator, the appropriate administrator, the evaluator, the employee, and the employee's representative, if any, shall meet to discuss the evaluation. Such a meeting shall take place <b>within fourteen (14) work days</b> of the request at a mutually agreeable time and</p>		12.8: The employee shall be given the opportunity to discuss the evaluation in a meeting with the appropriate administrator. Such a meeting shall take place at a mutually acceptable time and location.	

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		location.			
<b><u>Filing Performance Evaluation</u></b>	13.2: A written record of the periodic performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation.  13.4: A written record of the periodic performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation.	10.4: A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that a campus may use to evaluate overall performance, the campus shall use the term "satisfactory" to indicate an acceptable level of performance	18.2: A written record of a final performance evaluation shall be placed in the employee's personnel file and subject to the provisions of Article 11, Personnel File. The employee shall be provided with a copy of the written recommendation, if any, made at each level of the review.	12.3: Performance evaluations shall be in writing and shall be placed in the employee's personnel file. The employee shall be provided with a copy of the official performance evaluation which is to be placed in his/her personnel file prior to such placement.  12.7: Evaluations shall be signed by the evaluator and the employee.	29.3: A written record of the performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written performance evaluation.
<b><u>Employee Rebuttal</u></b>	13.7: If an employee disagrees with the record of a performance	10.13: If an employee disagrees with the record of a performance	18.3: If an employee disagrees with the record of a final performance evaluation	12.9: If an employee disagrees with the written performance	29.4: If an employee disagrees with the performance

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	evaluation which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation.	evaluation which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the performance evaluation. The evaluation shall be reconsidered by the appropriate administrator in light of the rebuttal statement and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.	which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation.	evaluation, the employee may submit a rebuttal statement which shall be attached to the written performance evaluation and placed in the personnel file. The employee may also request a second meeting with a union representative present to further discuss the evaluation. Such a meeting shall take place at a mutually acceptable time and location.	evaluation, the employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation within thirty (30) days of the employee's receipt of a signed copy of the performance evaluation.
<b><u>Administrative Employees – Retention and Permanency</u></b>	NA	NA	18.6: A performance evaluation for the purpose of retention or permanency shall consist, at a minimum, of an administrative review. A performance evaluation may include a peer review component. If such a component is included then service on such a peer review	NA	NA

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			committee shall be subject to Article 28.15. And such a committee shall consist of only permanent/tenured employees.		
<b><u>Non-Grievable Clause</u></b>	13.8: The content of performance evaluations shall not be subject to the provisions of Article 8, Grievance Procedure.	10.3: The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.  10.15: Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.	NA	12.11: The content of performance evaluations shall not be subject to the provisions of Article 9, Grievance Procedure	29.5: The content of performance evaluations shall not be subject to the provisions of Article 7, Grievance Procedure.

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