

Tentative Agreement
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ARTICLE 10

EMPLOYEE PERFORMANCE

- 10.1 Permanent employees shall be subject to an annual performance evaluation.
- 10.2 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.
- 10.3 A temporary employee shall be evaluated at periodic intervals. **An employee with an appointment of 12 months or longer shall receive at least one performance evaluation during each 12- month period of the appointment.**
- 10.4 Absence of a performance evaluation will not constitute a reason for **denying an MSI an employee not receiving an increase in salary to which they otherwise would have been entitled under the terms of this Agreement.**
- 10.5 A performance evaluation ~~should-be~~ **is** a review of the employee's performance and ~~should~~ **shall** 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, including workload, which have occurred since the last evaluation.
- 10.6 The performance evaluation of an individual with an overall performance evaluation rating of below satisfactory shall include specific information regarding the areas of concern. ~~It is a recommended practice that~~ **It is the normal practice** that the appropriate administrator counsel an employee on below satisfactory performance **when the concern is identified and** before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure.
- ~~10.7 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.~~

- 10.87 The ~~Appropriate Administrator evaluator~~ may request a draft from a designated evaluator regarding the employee's job performance. Only the ~~Appropriate Administrator~~ shall submit a draft evaluation for the employee's review, input, and discussion. Upon request, the ~~Appropriate Administrator evaluator~~ shall provide the employee with a copy of his/her position description that is in the employee's personnel file, as outlined in Article 17.2.
- 10.98 The employee shall be given up to a maximum of ~~five (5)~~ ten (10) work days to review the draft evaluation and provide input, if any, to the ~~Appropriate Administrator evaluator~~. ~~The employee may request up to an additional five (5) work days to review the draft evaluation and provide input; such a request shall not be unreasonably denied.~~
- 10.109 The ~~evaluator~~ ~~Appropriate Administrator~~ shall consider the input provided pursuant to provision 10.98 above in preparing the final performance evaluation, and prior to placing it in the employee's personnel file.
- 10.10 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.
- ~~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 within seven (7) work days of the request.~~
- 10.1211 Upon request of the employee, ~~and subsequent to the meeting between the employee and the evaluator~~ a meeting between the employee, the ~~Appropriate Administrator~~, and the employee's representative, if any, shall meet to discuss the final evaluation. Such a meeting shall take place within ~~seven (7)~~ fourteen (14) work days of the request at a mutually agreeable time and location. ~~The request for such a meeting shall not prevent the Appropriate Administrator from placing the final performance evaluation in the file.~~
- 10.1312 If an employee disagrees with the record of a performance 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/or the Provision 10.12 meeting~~, and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.



~~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 familiar with the regular duties of the employee.~~

10.1513 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.

10.164 ~~No later than March 2, 2015, the CSU and the Union shall meet to explore the feasibility of a uniform systemwide evaluation form to be used to evaluate all CSUEU represented employees.~~

The CSU and CSUEU shall meet no later than 90 days after ratification to negotiate the introduction of systemwide evaluation form(s) and/or written guidance on the performance review procedure. Systemwide evaluation form(s) shall include evaluation metrics and scales that shall be clearly defined and achievable.

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