

**ARTICLE 4**  
**EVALUATION**

4.1 Philosophy of Evaluation

The performance evaluation is provided as an aid for classified employees to achieve and maintain high levels of work performance. The evaluation focus is based on a commitment to quality service and continuous improvement. The evaluation process has been designed to be used as a coaching device for supervisors and a means for establishing mutually agreed upon performance goals and objectives for individual employees. The evaluation process and form is intended to provide a method of measuring an employee's performance based on the standards and requirements of the position as stated in job description, and the performance goals and objectives. The evaluation form can be a valuable asset to supervisors in motivating employee development and effective job performance, particularly when used to initiate employee assessment and the planning of goals and objectives.

The evaluation shall not be used in lieu of the disciplinary steps set forth in Article 13.

4.2 Evaluation Responsibilities

4.2.1 All unit members shall have the right to know their evaluator. The employee's immediate supervisor shall be the evaluator. The employee shall have the right to know all other persons contributing to the evaluation.

4.2.2 The evaluation shall be based on the following standards, objectives and criteria:

- a. The job description.
- b. The focus areas on the approved Evaluation Form.
- c. Lawful workplace rules communicated to the employee in writing.

4.2.3 Supervisors shall maintain ongoing communication with those that they supervise and should not wait until the evaluation conference to do so. This applies to both regular and special evaluations. A grievance may be filed for violation of this paragraph only when the failure of communication resulted in an Overall Work Performance Rating of "Below Standards" because the employee was not given an opportunity to address the problem.

4.2.4 The employer retains sole responsibility for the evaluation, assessment, and performance of each unit member, subject only to the procedural requirements. Accordingly, no grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by

the evaluator or District; nor shall it contest the judgment of the evaluator or District. Any grievance shall be limited to a claim that the evaluation procedures have been violated.

#### 4.3 Evaluation Conference

- 4.3.1 The immediate supervisor shall schedule an evaluation conference with the employee to be evaluated. Evaluation Conferences shall be conducted during the employee's workday. Evaluation shall not be performed by unit members. The evaluation shall be based upon the personal observation and/or the knowledge of the evaluator of the employee's performance during the evaluation period. However, input may be obtained for the evaluation from unit members or academic personnel (Department Chairs, Faculty Leaders, and Faculty Coordinators) that have a responsibility in their job description or duties to provide direction to the evaluated employee. The supervisor shall verify the accuracy of any such input.
- 4.3.2 In order to facilitate the ongoing communication required by Section 4.2.3 above, the supervisor may schedule periodic meetings with the employee and the respective Department Chair, Faculty Leader, or Faculty Coordinator who provides such direction. The District shall inform the employee that a CSEA representative may participate in the meeting. ~~Any time after one year following approval of this Agreement, either party may reopen this Agreement to bargain over changes to this Section 4.2.3 by notifying the other party in writing of its intention to do so. The parties shall immediately begin negotiations concerning this request. This Section 4.2.3 shall be deemed repealed 90 days after such written notification.~~
- 4.3.3 In order to conduct a regular or special evaluation, the supervisor shall have been the employee's supervisor for at least 120 days.
- 4.3.4 The supervisor shall notify each employee to be evaluated of the date, time and location of the conference. The notice shall include a statement as to which persons authorized in Section 4.3.6 below shall attend the conference and a reminder that the employee will be asked to discuss their goals and objectives for the next evaluation period.
- 4.3.5 At the time of the evaluation conference, the immediate supervisor shall if applicable, give suggestions for improvement and include these written suggestions on the approved evaluation form. At this conference, the employee and supervisor shall make a good faith effort to establish mutually agreed upon goals and objectives for the next evaluation period.
- 4.3.6 Only the following individuals may attend the evaluation conference:

- 4.3.6.1 The employee and an Association representative or any other representative of the employee.
- 4.3.6.2 The employee's immediate supervisor.
- 4.3.6.3 The area Vice President or a representative from the Office of Human Resources.
- 4.3.6.4 Any supervisor with management responsibility for the employee's work area with the consent of the employee.
- 4.3.6.5 Any other person mutually agreed to by the District, CSEA, and the employee.

#### 4.4 Definition of Ratings

- 4.4.1 A "Below Standards" rating signifies that the employee's work performance needs improvement and the employee has not achieved the expected level of performance for the specific area being evaluated. This rating must be documented by 1) a statement of the problem or concern; and 2) specific suggestions for improvement. In connection with the evaluation of a non-probationary employee, the rating shall also be documented with a description of the steps the supervisor took to bring the below standard performance to the attention of the employee so that he or she had an opportunity to make improvement before the date of the evaluation conference.
- 4.4.2 A "Meets Standards" or "Exceeds Standards" rating signifies that the employee's work performance has met or exceeded the expected level of performance for the specific area being evaluated.
- 4.4.3 The "Overall Work Performance Rating" reflects the employee's general performance.

#### 4.5 Evaluation Form

- 4.5.1 All evaluations will be made on an approved form, which will include, but is not limited to, the following items:
  - 4.5.1.1 A designated space for the immediate supervisor's suggestions for improvement; and a clear definition of what is necessary to achieve those improvements;
  - 4.5.1.2 A designated space for the employee's signature, including a statement, "The employee's signature does not imply agreement

with the contents of this evaluation. By signing, the employee acknowledges having seen, discussed and received a copy of this evaluation.”; and

4.5.1.3 The following statement in a prominent place: “The employee has fifteen (15) working days to attach a response, if desired, prior to this evaluation being filed in the employee's official personnel file.” The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request shall state the reason for the request.

4.5.2 Any mutually agreed upon goals and objectives shall be set forth on a separate sheet attached to the evaluation form.

4.5.3 Evaluation Forms and responses should be distributed in the following manner – original to the Office of Human Resources, one copy to the employee and another copy to the supervisor.

4.5.3 Either party may propose amendments to the current evaluation form. All such changes shall be mutually agreed upon.

#### 4.6 When to Evaluate Probationary Unit Members

4.6.1 Every unit member, except unit members designated as dispatchers, shall serve an initial probationary period for six (6) months or one hundred and thirty (130) days of paid service, whichever is longer. Dispatchers shall serve an initial probationary period of one (1) calendar year. Employees who have modified work schedules (such as 4/10 or 9/80) shall be credited as if they had worked a 5/40 week.

4.6.2. For an employee serving a six-month probation, the immediate supervisor shall prepare a formal evaluation by the end of the second and fourth months of service, and prior to the completion of the sixth month of service. For an employee serving a one-year probation, the immediate supervisor shall prepare a formal evaluation by the end of the fourth and eighth months of service, and prior to the completion of the twelfth month of service. If, as a result of a probationary employee's absence, the supervisor cannot adequately evaluate the probationary period in the times specified above, the supervisor is still responsible for conducting the evaluation within 10 work days of the probationary employee's return to work. If the supervisor is on approved leave at the time the employee returns for work, the 10 work day time period shall be extended by the number of days that the supervisor is on leave.

- 4.6.3 With the exception of dispatchers, unit members who are promoted shall be evaluated by their immediate supervisors on the second and fourth months and prior to the completion of the sixth month of the probationary period. Unit members who are promoted to dispatcher shall be evaluated by the immediate supervisor by the end of the fourth and eighth months of service, and prior to the completion of the twelfth month of service.
- 4.6.4 In the event the unit member who is promoted does not successfully complete the promotion probationary period, the permanent promotional or probationary member shall be entitled to a position in his/her previous permanent classification.
- 4.6.5 In the event that the employee does not receive a satisfactory evaluation during their initial probationary period and the supervisor does not recommend permanency, the employee may be offered the opportunity to resign prior to release from their probationary assignment.
- 4.7. Permanent Unit Members Evaluations
- 4.7.1 A performance evaluation shall be conducted only during the period beginning with the employee's anniversary date in the current position and ending 60 calendar days after the employee's anniversary date. The ending date of the 60-day evaluation period shall be extended by the number of days that an employee was on leave during the 60-day evaluation period. The anniversary date is based on the employee's date of appointment to his/her current classification.
- 4.7.2 An evaluation shall be conducted at least once every three years. In the event that no evaluation has been conducted, the employee's performance shall be deemed satisfactory. Any employee receiving an overall "Exceed Standards" rating may be exempted from the next two annual evaluation cycles.
- 4.7.3 An employee may at any time request an evaluation from his or her supervisor and the supervisor shall either grant or deny the request.
- 4.8. Special Evaluation
- 4.8.1 All regular permanent unit members may be evaluated by their immediate supervisors at any other time when exemplary or unsatisfactory service is performed.
- 4.8.2 In the event of alleged unsatisfactory performance, the evaluation shall be made within 30 days of the noted unsatisfactory performance.

- 4.8.3 Letters of exceptional merit that are based on the observation or knowledge of the employee's service to the District shall upon the request of the employee be placed into the employee's personnel file maintained in the Office of Human Resources.
- 4.9 Follow-Up Evaluation
  - 4.9.1 If an employee receives a "Below Standards" rating in any area, a follow-up evaluation may be scheduled.
  - 4.9.2 If an employee receives an overall "Below Standards" rating, a follow-up evaluation must be scheduled.
  - 4.9.3 The follow-up evaluation shall be held between thirty (30) and ninety (90) days from the date of the original evaluation conference.
  - 4.9.4 The District and the Association agree that the purpose of a follow-up is to allow the employee the opportunity to improve. Follow-up evaluation is limited to the specific areas in the original evaluation that the employee was rated "Below Standards."
- 4.10 Employee Response to the Evaluation
  - 4.10.1 The employee may submit a written response to the evaluation within 15 working days of the evaluation conference. The written response shall be submitted to the Office of Human Resources. The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request should state the reason for the request. If the request is denied, the Office of Human Resources shall state the reasons in writing.
  - 4.10.2 If an employee receives an overall rating of "Below Standards" on any evaluation and the employee prepares a written response to the evaluation, the employee's evaluation along with the response shall be reviewed by the area Vice-President. As part of this review, the employee may request a meeting with the area Vice-President to discuss his/her evaluation. The employee may be represented by the Association at any such meeting. The area Vice-President has the authority to approve or revise the evaluation. In addition, the Vice President has the authority to rescind the evaluation and direct that a new evaluation conference be scheduled within 30 days of the date of meeting.

**ARTICLE 5**  
**SAFETY CONDITIONS OF EMPLOYMENT**

- 5.1 The District and the exclusive representative shall cooperate in the objective of eliminating accidents and health hazards under State and Federal law. The District, exclusive representative, and members of the bargaining unit recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. Members of the bargaining unit are encouraged to report alleged violations of such State and Federal law to the safety and health committee and will not be retaliated against by the District for reporting any such concerns. A claim of retaliation under this section shall be subject to the grievance procedure but shall not be subject to the arbitration provision set for in Article 10, Section 10.2.6.
- 5.2 The District shall maintain a safety and health committee and an emergency preparedness committee. The exclusive representative shall have the right to appoint a total of four representatives from the bargaining unit to the safety and health committee and two representatives to the emergency preparedness committee. The safety and health committee and the emergency preparedness committee shall hold regular meetings and may issue such reports as deemed necessary by the respective committee.
- 5.3 The safety and health committee shall advise and recommend to the District improvements and/or maintenance of the safety and health conditions for members of the bargaining unit. The safety and health committee shall meet at least six times each year. Minutes of all meetings and reports issued from these committees shall be distributed to committee representatives and the CSEA President. In addition, a notebook of all such minutes and reports shall be maintained in the Office of the Risk Manager and shall be available for inspection to all who request to see them.
- 5.4 The District shall provide appropriate safety guidelines for those employees who handle toxic materials which are used on campus.
- 5.5 The District shall provide all necessary and appropriate training in order to meet and fulfill the requirements set forth by all applicable laws and shall provide employees with required safety equipment. CSEA acknowledges that attendance at any such training shall be mandatory for its members. In addition, the District shall provide training in safety and, emergency response ~~and first aid~~.
- 5.6 The District will conduct at least one evacuation drill each fiscal year. Such evacuation drill shall be conducted between the hours of 7 a.m. and 10 p.m. during the business work week (Monday through Friday.)
- 5.7 The parties agree that the safety and health committee is advisory in nature and may make recommendations to the appropriate district administrator regarding any unsafe practices which are identified by the safety and health committee. If, after safety and health committee review, the safety and health committee submits to the District

written concerns regarding safety or health issues, the District shall respond in writing within ten working days regarding the concerns of the committee.

- 5.8 Unit members who are members of the safety and health committee or the emergency preparedness committee shall be permitted to attend such committee meetings during their regular duty hours without loss of compensation. Unit members shall also be granted released time to prepare for safety and health or emergency preparedness committee meetings in accordance with Article 16.
- 5.9 If the District Superintendent/President or his/her designee orders the campus evacuated or any part thereof evacuated in response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of their work shifts.

**ARTICLE 6**  
**TRANSFERS**

6.1 General

6.1.1 When a vacant position is available and the District intends to fill the position, the District shall offer the opportunity for eligible employees to transfer to such positions. Transfers to fill the vacant positions shall be by one of the following two methods: (1) voluntary transfers, which are initiated at the request of the employee, and (2) administrative or involuntary transfers, which are initiated by the District. A position transfer is the placement of an employee into a vacant position within the employee's same classification which results in a change in department or supervisor. An employee may also be entitled to a lateral transfer as provided for under the provisions of Merit Rule 9.5.3. A lateral transfer as defined under Merit Rule 9.5.3 shall mean the reassignment of an employee to a position in a similar or related class with the same salary range and shall be administered by the Personnel Commission. Pursuant to the Education Code, the reemployment list takes precedence over all transfers.

6.1.2 The District shall have the sole authority to determine when and where there is a vacant position. All position transfer requests shall be submitted to by the Office of Human Resources to the Director of Classified Personnel for processing in accordance with the Merit Rules.

6.1.3 All vacancies shall be posted as set forth in the Merit Rules for not less than ten working days at all work locations prior to being filled. Notices of a vacancy shall be sent to all classified staff via email and a hard copy shall be posted at all posting locations.

6.2 Position Transfers

6.2.1 Employees, except for probationary employees as defined in 6.2.2, may submit written requests to the Office of Human Resources, along with a copy to the Personnel Commission, for transfer to positions within their current classification at any time during the work year.

6.2.2 Probationary employees with six or less months of service in their classification are not eligible to be considered for voluntary transfer.

6.2.3 When a new position is created, or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same class in the District.

6.2.4 Any employee on leave, vacation, or not on duty due to his/her work year assignment during the period of the posting shall be mailed a copy of the

notice by first class US mail on the date the position is posted, provided that the employee notifies the Director of Classified Personnel of his/her interest in applying for the specified vacant positions prior to the commencement of the leave of absence.

6.2.5 An employee on leave shall have the right to have any other employee of the District file for transfer on his/her behalf during the employee's leave. If the employee is still on leave at the time of the selection process, the selection process shall not be delayed.

6.2.6 Transfer applicants will be interviewed by the immediate supervisor. The immediate supervisor may make his/her final appointment from among the transfer applicants with the concurrence of the Superintendent/President or designee. If there are three or more transfer applicants who have received an overall "Meets Standards" rating on their last two evaluations, the immediate supervisor shall select from among the transfer applicants; however, if the person selected withdraws the request for transfer, the immediate supervisor shall not be required to make an additional selection from the transfer list. The District shall not be required to hire from among such transfer applicants if the Vice President for Human Resources gives written notification to CSEA setting forth the reasons the District will not hire from the transfer list and will instead fill the position from a current eligibility list. In the event that a position is not filled by a transfer, the position shall be filled by an appointment from a current eligibility list.

6.2.7 Requests for withdrawal of transfer(s) may be submitted in writing at any time.

### 6.3 Administrative Transfers

6.3.1 Administrative transfers are at the discretion of the District and require approval by a Vice-President. The employee shall be notified of the transfer on a District approved form which shall document the Vice President's approval. An employee who is to be transferred may request a conference with and a written statement from the immediate supervisor regarding the reasons for the transfer. The District will work together with the Association to resolve problem situations.

6.3.2 An administrative transfer shall not affect the employee's placement on the salary schedule or cause any involuntary increase or reduction in hours.

6.4 Notice of Transfer

6.4.1 The District's Office of Human Resources shall notify CSEA, in writing, within one (1) working days of the transfer of any bargaining unit employee.