

Campus Performance Evaluation Processes Summary at a Glance*

Bargaining Units & other Employee Groups	Temporary Employees	Probationary Employees		Permanent Employees
	Review Cycle	Probationary Period	Review Cycle	Review Cycle
Unit 1 - (UAPD) Union of American Physicians and Dentists	Annual	2 years	6 th , 12 th , 18 th , and 23 rd months	Annual
Unit 2,5,7 & 9 - (CSUEU) California State University Employees' Union	Annual	1 Year	3 rd , 6 th and 11 th months	Annual
Unit 4 - (APC) Academic Professionals of California	Annual	1 Year	3 rd , 6 th , and 11 th months	Annual
Unit 6 - (SETC) State Employee Trades Council	Annual	1 Year	3 rd , 6 th and 11 th months	Annual
Unit 8 - (SUPA) Statewide University Police Association	Annual	1 Year	3 rd , 6 th and 11 th months	Annual
Confidential Employees	Annual	Nonacademic - 1 Year Administrative - 2 Years	3 rd , 6 th and 11 th months If 2 year probation add 18 th and 23 rd months	Annual
Management Personnel Plan (MPP) Review Cycle: Annually	N/A	N/A	N/A	N/A

* Specific details and procedures by bargaining agreement or employee group are provided on the following pages:

Unit 1 - Union of American Physicians and Dentists (UAPD)

http://www.calstate.edu/LaborRel/Contracts_HTML/UAPD_Contract/UAPDart13.shtml

CONTRACT ARTICLES/LANGUAGE	PROCESS
<p>Temporary and Probationary Employees - Article 13.1: Temporary and probationary employees 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. Article 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.</p> <p>Permanent Employees - Article 13.3: Permanent employees in Bargaining Unit 1 shall be subject to periodic performance evaluations as determined by the President. Article 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.</p> <p>Evaluation of Physicians - Article 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.</p> <p>General Provisions - Article 13.6: Evaluations should be a review of the employee's work performance and should be based upon criteria which is objective in nature. Article 13.7: 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 record of the performance evaluation. Article 13.8: The content of performance evaluations shall not be subject to the provisions of Article 8, Grievance Procedure.</p>	<p>Temporary Employees: Evaluate at least once before the end of the temporary appointment.</p> <p>Probationary Employees - 2 Year Probation: Evaluate by the end of the 6th, 12th, and 18th months, and by the beginning of the 23rd month, during the two-year probationary period.</p> <p>Permanent Employees: Evaluate annually.</p> <p align="center">Process</p> <p><i>Temporary, Probation &/or Permanent Employees</i></p> <ul style="list-style-type: none"> ▶ The employee shall be provided with a copy of the written record of the performance evaluation. ▶ The employee may submit a rebuttal statement which shall be attached to the record of the performance evaluation. ▶ The performance evaluation, attachments and rebuttal shall be forwarded to Human Resources to be filed in the Official Personnel File.

Units 2, 5, 7, 9 - California State University Employees' Union (CSUEU)

(Unit 2 - Health Care) (Unit 5 - Operations/Support Services) (Unit 7 - Clerical/ Administrative Support) (Unit 9 - Technical/ Support Services)

http://www.calstate.edu/LaborRel/Contracts_HTML/CSEA_Contract/Article10.shtml http://www.calstate.edu/LaborRel/Contracts_HTML/CSEA_Contract/Article9.shtml

CONTRACT ARTICLES/LANGUAGE	PROCESS
<p>Temporary Employees - Article 10.6: A temporary employee shall be evaluated at periodic intervals.</p> <p>Probationary Employees - Article 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. Article 9.35: A full-time employee employed for more than six (6) months, or its equivalent for an employee in a half-time or more, but less than a full-time position, may utilize the provisions of Article 8, Complaint Procedure, beginning at Level II, to appeal the decision to reject during probation when alleging: performance evaluation procedures required by the contract were not followed; discrimination; or arbitrary and capricious reasons for non-retention.</p> <p>Permanent Employees - Article 10.1: A permanent employee shall be evaluated at least once each year.</p> <p>General Provisions - Article 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. Article 10.3: 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 the appropriate administrator counsel an employee on below satisfactory performance before it is documented in a Performance Evaluation. The substantive content and overall evaluation rating are not subject to Article 7, Grievance Procedure. Article 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. Article 10.7: Absence of a performance evaluation will not constitute a reason for denying an SSI or MSI. Article 10.8: The evaluator shall submit a draft evaluation for the employee's review, input, and discussion. Article 10.9: The employee shall be given up to five (5) days to review the draft evaluation and provide input, if any, to the evaluator. Article 10.10: The evaluator shall consider input provided in the five (5) day period in preparing the final performance evaluation, and prior to placing it in the employee's personnel file. Article 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) days of the request. Article 10.12: Upon request of the</p>	<p>Temporary Employees: Evaluate at least once before the end of the temporary appointment.</p> <p>Probationary Employees -1 Year Probation: Evaluate by the end of the 3rd and 6th months, and by the beginning of the 11th month, of the one-year probationary period.</p> <p>Permanent Employees: Evaluate annually.</p> <div style="background-color: #e0ffe0; padding: 5px; text-align: center;"> <p>Process</p> <p><u>Temporary, Probation &/or Permanent Employees</u></p> <ul style="list-style-type: none"> ▶ Provide the employee with a draft evaluation and allow up to five (5) days for the employee to review the draft and provide input. (The evaluator shall consider any input provided by the employee.) After the five days the evaluation can be finalized and signatures obtained. ▶ If you or the employee request to meet regarding the evaluation, the meeting must take place within seven (7) days of the request. ▶ If the employee requests, and subsequent to the meeting referenced above, a meeting with the appropriate administrator shall take place within fourteen (14) days of the request. The employees' representative may also be present at this meeting. ▶ If the employee disagrees with the performance evaluation, they may submit a rebuttal to the appropriate administrator, which will be attached to the performance evaluation. </div>

Units 2, 5, 7, 9 - California State University Employees' Union (CSUEU)

<i>CONTRACT ARTICLES/LANGUAGE</i>	<i>PROCESS</i>
<p>employee and following the meeting between the employee and evaluator, the appropriate administrator, the evaluator, the employee, and the employee's representative, if any, will meet to discuss the evaluation. Such a meeting shall take place within fourteen (14) days of the request at a mutually agreeable time/location. Article 10.13: If an employee disagrees with the 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 if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal. Article 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. Article 10.15: Performance evaluations are not subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.</p>	<p style="text-align: center;">Process (Cont'd.)</p> <p style="text-align: center;"><u>Temporary, Probation &/or Permanent Employees</u></p> <ul style="list-style-type: none"> ▶ If after receiving the rebuttal the evaluation is amended, the new evaluation and rebuttal will replace the original evaluation. ▶ The performance evaluation, attachments and rebuttal shall be forwarded to Human Resources to be filed in the Official Personnel File.

Unit 4 - Academic Professionals of California (APC)

http://www.calstate.edu/LaborRel/Contracts_HTML/APC_Contract/Article18.shtml

CONTRACT ARTICLES/LANGUAGE	PROCESS
<p><u>General Provisions - Article 18.1:</u> 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. <u>Article 18.1.A:</u> Employees shall be evaluated on at least an annual basis. <u>Article 18.1.B:</u> 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 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. <u>Article 18.1.C:</u> 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 given to the employee who shall have 14 days to submit a rebuttal (if any) to the evaluator before the evaluation is finalized. 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. <u>Article 18.1.D:</u> An employee may submit materials for consideration during the performance evaluation process, including evaluative material from campus and community sources generated by individuals familiar with the employee's work. <u>Article 18.2:</u> 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. <u>Article 18.3:</u> If an employee disagrees with the record of a final performance 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. <u>Article 18.4:</u> A performance evaluation shall not be considered a final personnel decision as referred to in Article 11. <u>Article 18.5:</u> All final decisions regarding permanency shall be made by the President. <u>Article 18.6:</u> A performance evaluation for the purposed 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 committee shall be subject to provision 28.15, and such a committee shall consist of only permanent employees.</p>	<p><u>Temporary Employees:</u> Evaluate at least once before the end of the temporary appointment.</p> <p><u>Probationary Employees - 1-Year Probation:</u> Evaluate by the end of the 3rd, 6th month and by the beginning of the 11th month, during the one-year probationary period.</p> <p><u>Permanent Employees:</u> Will be evaluated annually.</p>

Unit 6 - State Employee Trades Council (SETC)

http://www.calstate.edu/LaborRel/Contracts_HTML/SETC/Article12.shtml

CONTRACT ARTICLES/LANGUAGE	PROCESS
<p>Temporary Employees - Article 12.6: A temporary employee shall be evaluated at least once every appointment period, but not less than once per year.</p> <p>Probationary Employees - Article 12.5: One Year Probation - A probationary employee shall be evaluated at least once during his/her probationary period.</p> <p>Permanent Employees - Article 12.4: A permanent employee shall be evaluated annually.</p> <p>General Provisions - Article 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. Article 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 appropriate. Article 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. Article 12.7: Evaluations shall be signed by the evaluator and the employee. Article 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. Article 12.9: If an employee disagrees with the written performance 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. Article 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 employee. Article 12.11: The content of performance evaluations shall not be subject to the provisions of Article 9, Grievance Procedure.</p> <p>Note: Although completing the goals and objectives form is not required, it is a good practice to do so.</p>	<p>Temporary Employees: Evaluate at least once before the end of the temporary appointment.</p> <p>Probationary Employees - 1 Year Probation: Evaluate by the end of the 3rd and 6th months, and by the beginning of the 11th month, of the one-year probationary period.</p> <p>Permanent Employees: Evaluate annually.</p> <p style="text-align: center;">Process</p> <p style="text-align: center;"><u>Temporary, Probation &/or Permanent Employees</u></p> <ul style="list-style-type: none"> ▶ 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. ▶ Evaluations shall be signed by the evaluator and the employee. ▶ 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. ▶ If the employee disagrees with the written performance 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 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. ▶ Performance Evaluations shall be in writing and shall be placed in the employee's personnel file.

CONTRACT ARTICLES/LANGUAGE	PROCESS
<p>Temporary Employees: While the contract is silent, campus practice is that temporary employees shall be evaluated at least once every appointment period, but not less than once per year.</p> <p>Probationary Employees - Article 11.3: One Year Probation - All employees shall serve an initial probationary period of twelve (12) months of continuous full-time credited service. Time required to complete the P.O.S.T.* Basic Academy training or equivalent shall not be credited service for the completion of the probationary period.</p> <p>Permanent Employees - While the contract is silent, campus practice is that all permanent employees shall be evaluated annually.</p> <p>In order to provide the proper performance documentation to comply with Article 12.9, a promotion is advancement to a higher classification/rank. Promotion to Corporal or to Sergeant from within the bargaining unit on a campus shall be based on the abilities, qualifications and performance of an employee, at the sole discretion of the President, and shall not require posting a new position.</p>	<p>Temporary Employees: Evaluate at least once before the end of the temporary appointment.</p> <p>Probationary Employees - 1 Year Probation: Evaluate by the end of the 3rd and 6th months, and by the beginning of the 11th month, of the one-year probationary period.</p> <p>Permanent Employees: Evaluate annually.</p> <p align="center">Process</p> <p><u><i>Temporary, Probation &/or Permanent Employees</i></u></p> <ul style="list-style-type: none"> ▶ 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. ▶ Evaluations shall be signed by the evaluator and the employee. ▶ 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. ▶ Performance Evaluations shall be in writing and shall be placed in the employee's personnel file.

Confidential Employees

<http://www.calstate.edu/HRAAdm/Policies/confidential.shtml>

TITLE 5 (CALIFORNIA CODE OF REGULATIONS) LANGUAGE	PROCESS
<p><u>Probationary Periods - 1 and 2 year Probation (3, 6 and 11 month) (If 2 yr, add 18 and 23 month)</u></p> <p>Title 5 provides the criteria for determining probationary periods of "administrative" and "nonacademic" Confidential classifications.</p> <ul style="list-style-type: none"> ▶ 1-Year Probation - A "nonacademic" Confidential employee who serves full-time for one year gains permanent status at the beginning of the second year. "Nonacademic employees" means an employee who provides noninstructional and nonadministrative supporting services such as secretarial, clerical, and maintenance services. Full-time temporary service counts toward the one year probationary period. Part-time service is excluded from the probationary period. ▶ 2-Year Probation - An "administrative" Confidential employee who serves full-time for two years gains permanent status at the beginning of the third year. "Administrative employee" means an employee engaged primarily in one or a combination of professional or quasi-professional activities. Full-time temporary service counts toward the two year probationary period. ▶ An employee serves one probationary period within a classification; it can be at any skill level. If an employee moves to a higher skill level within the same classification, no new probationary period is served. <p><u>Definition of 'Confidential' under HEERA</u> - 3562(d) "Confidential employee" means any employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of those management positions.</p> <p>3562(m) "Meet and confer" means the performance of the mutual obligation of the higher education employer and the exclusive representative of its employees to meet at reasonable times and to confer in good faith with respect to matters within the scope of representation and to endeavor to reach agreement on matters within the scope of representation.</p> <p><i>"Administrative" and "Nonacademic" employees are defined in Title 5, Section 42700(m) and (o). Probationary period directives are set forth in Title 5, Sections 43588.1-3 and 43580 - 86. California Code of Regulations, Title 5, can be found on-line at: http://ccr.oal.ca.gov.</i></p>	<p><u>Temporary Employees:</u> Evaluate at least once before the end of the temporary appointment.</p> <p><u>Probationary Employees - 2-Year (Administrative) Probation:</u> Evaluate by the end of the 3rd, 6th, 11th, 18th, and 23rd month during the two-year probationary period. <u>1-Year (Nonacademic) Probation:</u> Evaluate by the end of the 3rd, 6th and 11th month during the one-year probationary period.</p> <p><u>Permanent Employees:</u> Evaluate annually.</p> <div style="background-color: #e8f5e9; padding: 5px; text-align: center; margin-top: 10px;"> <p>Process</p> <p><u>Temporary, Probation &/or Permanent Employees</u></p> </div> <ul style="list-style-type: none"> ▶ 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. ▶ Evaluations shall be signed by the evaluator and the employee. ▶ 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. ▶ Performance Evaluations shall be in writing and shall be placed in the employee's personnel file.

Management Personnel Plan (MPP) Employees

<http://www.calstate.edu/HRAdm/Policies/mpp.shtml>

TITLE 5 (CALIFORNIA CODE OF REGULATIONS) LANGUAGE	PROCESS
<p>MPP Employment Status, per Title 5, § 42723: An MPP employee serves at the pleasure of the campus President or the Chancellor, as appropriate. An MPP employee shall not serve a probationary period and shall not receive permanent status.</p> <p>Definition of 'MPP' as stated under Title 5 (the CA Code of Regulations) and HEERA Title 5 is as follows: The CSU MPP is an integrated personnel system addressing the employment rights, benefits, and conditions of those CSU employees designated as "management" or "supervisory" under the Higher Education Employer-Employee Relations Act (HEERA). The MPP includes four grade levels each with a salary delimited by minimum and maximum rates of salary determined by the Chancellor and approved by the Board of Trustees on the basis of comparative salary data from competitive public and private organizations. The salary ranges may be reviewed and adjusted as the Chancellor and the Trustees deem appropriate.</p> <p>The Chancellor or designee shall assign each MPP position to one of the four grade levels within the MPP. The assignment of a position to a particular grade level shall be based on an assessment of the skills, knowledges, and other qualifications needed to satisfactorily perform the position's assigned duties as well as the nature and complexity of the program or organizational unit managed or supervised by the position, the scope of management or supervisory responsibility, job demands, extent of independent decision making authority, accountability, and impact of policies administered and/or decisions made. Working and organizational titles devised by the appointing power may be used to describe a MPP position and the assignment of a position to a grade level may vary from campus to campus depending on an assessment of the circumstances and factors on each campus.</p>	<p>Timelines</p> <ul style="list-style-type: none">▶ MPP employees are to be evaluated after six-months and one year of service, and subsequently at one year intervals.▶ Evaluation shall also form the basis for recommendations for management development, professional leaves or other activities related to career development and upward mobility.▶ Divisional timelines are to be determined by each Vice President. The criteria and process for evaluation shall be determined by the appointing power.▶ All evaluations are due to the division Vice President by the last week of the fiscal year.▶ Following the review, Vice Presidents are to direct all MPP evaluations to the President by the first week of August, if not sooner. <p>Process</p> <ul style="list-style-type: none">▶ MPP employees are to be evaluated on an annual basis. Employees being evaluated are to prepare a written status report on their previous years Administrative Workplan - See Part A of the MPP Employee Evaluation Report.▶ The employee needs to create a new Administrative Workplan for the next fiscal year period and submit for review/approval. The evaluator reviews, modifies and then approves the new plan.▶ The evaluator prepares the Management Personnel Plan (MPP) Employee Evaluation Report for the current fiscal year.