

## **ARTICLE 6: PERSONNEL FILES/EVALUATIONS**

### **6.1 Personnel Files**

- 6.1.1 The official personnel file of each bargaining unit employee shall be maintained in the district's human resources office.
- 6.1.2 The official personnel file shall be limited to include copies of each official performance evaluation, notice of employment or change in status, official commendations when noted in or attached to the performance evaluation, reprimands, warnings when attached to an official reprimand, and such other documents which may be deemed appropriate by the district.
- 6.1.3 Employees shall be provided with copies of any written material ten (10) workdays before it is placed in the employee's official personnel file. An employee is entitled to respond to the material within those ten (10) workdays. The written response shall be attached to the material. Within the ten (10) working days, an employee and/or union representative may request, in writing, a meeting with the director of human resources, regarding the material.
- An employee may use up to one (1) hour of duty time to prepare a response to the material, scheduled with the approval of the immediate supervisor.
- Any material related to a disciplinary action placed in the file will be done in compliance with Article 19.5.1.
- 6.1.4 Bargaining unit employees shall receive reasonable release time to examine the contents of their official personnel file. A bargaining unit employee upon request may receive a copy of any document in the official personnel file.
- 6.1.5 All bargaining unit employee personnel files shall be kept in confidence in the human resources office and shall be available for inspection only by authorized employees of the district (the immediate supervisor, human resources) in the proper administration of the district's affairs or the supervision of the employee. Other personnel may be allowed access with the written permission of the employee.

The district shall keep a log of the persons with the exception of the personnel administration who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

6.1.6 Any materials placed in the personnel file shall contain the date on which such material was originated and the name of the person who originated the document.

6.1.7 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

## **6.2 Evaluation Timeframe**

### **6.2.1 *Probationary Employees:***

6.2.1.1 New employees of the district shall serve a one-year probationary period before becoming permanent.

6.2.1.2 Probationary bargaining unit employees shall be evaluated three times during the initial probationary period during the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> month of their assignment, except for extenuating circumstances, and then at their one year scheduled evaluation period.

6.2.1.3 Employees who have been employed by the district for one year or more but who are promoted shall serve a probationary period of six (6) months in the new position. Bargaining unit employees shall be evaluated two (2) times during the six month probationary period,

usually during the 3<sup>rd</sup> month of their assignment, and again prior to the completion of their six month probationary period.

6.2.1.4 Any employee who is unsuccessful in passing a promotional probationary period because of the employee's performance shall have reversion rights to their former or equivalent position. If neither the employee's previous position nor an equivalent position is available, the employee will have the right of first refusal to the next opening in an equivalent position. Upon reverting back to their former or equivalent position, the employee shall receive the former salary, work hours and monthly assignment.

6.2.2 *Permanent Employees:*

6.2.2.1 Permanent bargaining unit employees will be evaluated annually and may be evaluated more frequently as deemed necessary by the employee's immediate supervisor.

### **6.3 Evaluation Process for All Employees**

6.3.1 CSEA and the District shall meet within 90 days of the ratification of this agreement to redesign the evaluation process to improve relevant forms and training in the interest of designing a more meaningful process.

6.3.2 The Classified Performance Evaluation Instructions & Guide is the only guide to be used in completing classified staff evaluations. The Campus Police Officer Evaluation form shall be used to evaluate campus police.

6.3.3 The evaluation will be based upon the observation and/or investigation by the evaluator. Evaluations will be done only by the employee's immediate supervisor as defined in Section 6.2.2.1. If the current immediate supervisor has not been in this position for at least half of the evaluation period, the evaluation will be done in consultation with the next line level supervisor. The next line level supervisor should include observations from employees who have worked directly with the bargaining unit employee.

6.3.4 Any evaluation with an "improvement needed" or "unsatisfactory" rating in any category shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

- 6.3.5 For evaluation purposes, “immediate supervisor” is defined as the lowest level supervisor/manager assigned to supervise the employee. In the absence of the immediate supervisor/manager, the next line level supervisor will serve as the evaluator.
- 6.3.6 No evaluation of any employee shall be placed in any personnel file without the opportunity for discussion between the employee and the evaluator. Each bargaining unit employee shall be required to sign a copy of the evaluation, which shall be retained by the district. The immediate supervisor shall provide a signed copy of the evaluation to the bargaining unit employee.
- 6.3.7 The bargaining unit employee's signature on the evaluation does not necessarily signify concurrence with the evaluation. A bargaining unit employee not in agreement with the evaluation report shall have the right to respond to such evaluation in writing within ten (10) working days from the date the employee received evaluation from their immediate supervisor.

#### **6.4 Grievance**

- 6.4.1 The provisions of Article 7, Grievance Procedure, shall not apply to Section 6.2 and 6.3. However, an employee and/or union representative may request, in writing, a meeting with the director of human resources regarding the evaluation timeframe and process (Sections 6.2 and 6.3).