

TENTATIVE AGREEMENT

Article 4 EVALUATION AND PERSONNEL FILES

§ 4.1 Evaluation

§ 4.1.1 Evaluations shall be a fair and impartial assessment of the unit member's job duties and performance of those duties.

§ 4.1.2 The primary focus of the evaluation assessment is to be constructive rather than disciplinary.

4.2 Frequency

§ 4.2.1 New hires and unit members promoted shall serve a probationary period of six (6) months. They shall be evaluated at the end of their third (3rd) and fifth (5th) months of probationary service. The District and SEIU shall mutually agree on the evaluation form and format. If a probationary unit member's evaluation is less than satisfactory, the probationary period may be extended up to an additional six (6) months.

§ 4.2.2 Permanent unit members shall be evaluated annually during the months of March - April of each year. The District and SEIU shall mutually agree on the evaluation form and format.

~~§ 4.2.3 At the end of two (2) years in the same position, and with satisfactory evaluations, unit members may, at the discretion of their supervisor, use the Classified Evaluation Short Form alternatively with the Classified Evaluation Long Form resulting in a unit member being evaluated annually shall be evaluated using the Classified Evaluation Short Form unless the employee or supervisor request the Classified Evaluation Long Form. (See Appendices D.2 and D.3 for forms.)~~ **At the end of two (2) years in the same position, and with satisfactory evaluations, unit members shall be evaluated using the Classified Evaluation Short Form unless the employee or supervisor request the Classified Evaluation Long Form. (See Appendices D.2 and D.3 for forms.)**

§ 4.3 Purpose

§ 4.3.1 Probationary unit member evaluations shall be used as the basis for determining whether or not the unit member shall attain permanent status with the District.

§ 4.3.2 Permanent unit member evaluations shall serve as a means to allow the unit member to assess his/her job duties and performance, compare that assessment with the Supervisor's assessment, and, through constructive dialogue and setting of objectives, increase communications between the unit member and supervisor and assist the parties in maximizing the unit member's value to the District.

§ 4.4 Special Evaluation

§ 4.4.1 In the event that a supervisor has any concerns with an employee's overall job performance, or a particular area of job performance, a special evaluation may be done at any time using the relevant section(s) of the authorized Classified Evaluation Long form.

§ 4.4.2 Special evaluations are expected to contain the following components:

- Statements of the performance or conduct that are unsatisfactory or that need improvement.**
- Statements of the expected performance or conduct.**
- Time period by which the changes in performance or conduct are to be made**
- Types of training or assistance provided by the supervisor to help the employee achieve the expected performance or conduct**

§ 4.4.3 The supervisor will submit an "outcome report" to the employee at the completion of the time period prescribed for changes in the employee's performance or conduct.

This report will indicate either:

- Satisfactory completion**
- Continuation of the special evaluation until _____**
- Unsatisfactory progress, move to the disciplinary process (serves as verbal notice for the disciplinary process)**

A copy of this outcome report will be placed in the employee's personnel file.

§ 4.5 Discussion (the rest of this article is renumbered)

§ 4.5.1 Each evaluation shall include face-to-face discussion between the unit member and the evaluator. Any negative comments shall be accompanied by specific recommendations for improvement and, where possible, provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to attach a written response to any statement on the evaluation form prior to inclusion in the personnel file, within ten (10) days from meeting. The unit member's signature on the evaluation form does not necessarily indicate that he/she agrees with its content.

4.6 Appeal

§ 4.6.1 In the event of a disagreement between the unit member and the evaluator, the unit member may appeal to the Director of Human Resources. The Director of Human Resources shall schedule a conference with the unit member and evaluator. Following the conference, the Director of Human Resources shall serve a written decision regarding the evaluation on the unit member and the evaluator. This decision shall be final.

§ 4.7 Personnel Files

§ 4.7.1 The personnel file of each unit member shall be maintained in the Human Resources Office.

§ 4.7.2 The unit member shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material, and to prepare written response to such material. The written response shall be attached to the material and shall be reviewed by the Director of Human Resources before such material is placed in his/her personnel file.

§ 4.7.3 A unit member shall have the right, at a prearranged time, to review the personnel file, with the exception of the material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. The review shall be made in the presence of an administrator or designee. Copies of materials desired by the unit member shall be furnished upon request.

§ 4.7.4 All personnel files shall be kept in confidence. Each file shall contain a log to be developed by the Director of Human Resources. The log shall be used by those with authorized access to personnel files for other than ministerial purpose (i.e., filing documents in the file) to record the date of access, the purpose of access, and whether any documents were copied or removed from the file. If the document is permanently removed from the file it shall be done with the knowledge and consent of the employee. The Human Resources Director will consider employee's personnel file(s) as confidential information. All Federal and California State laws guaranteeing rights to privacy and confidentiality will be followed.

§ 4.7.5 No charge shall be made based upon events prior to the unit member becoming permanent or more than two (2) years prior to the filing of a statement of charges.

§ 4.7.6 Materials within the personnel file may be sealed by mutual agreement of the District and the unit member.

§ 4.7.7 The only section in this article that may be subject to the grievance procedure is Section 4.6, Personnel Files.

Agreed to: _____, 2007

FOR THE DISTRICT'S TEAM:

FOR THE SEIU, LOCAL 1021 TEAM:

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