

Article 26
PERFORMANCE EVALUATION

A. DEFINITION

Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. EVALUATION OF EMPLOYEES

The performance of each employee shall be evaluated periodically, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.

1. Evaluation of Probationary Employees

A probationary employee shall be evaluated in writing at least once near the midpoint of a full probationary period. Nothing in this Article shall in any way affect, interfere with, or prevent the release of a probationary employee at any time during a probationary period nor shall any provision of this Article affect, interfere with or prevent the extension of an employee's probationary period. The provisions of this Article shall in no way affect or alter the provisions of Article 9 - Probationary Period of this Agreement.

2. Evaluation of Non-probationary Career Employees

a. Non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the individual campus/Laboratory-determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.

b. In the event a non-probationary career employee does not receive the written evaluation, the following actions may occur:

1) Within 15 calendar days of the date the written evaluation was due but not received, the employee shall make a written request for the evaluation to his/her immediate supervisor. The employee shall provide a copy of such request to the Department/Division Head and to the campus/Laboratory Labor Relations Manager.

2) If the employee does not receive a written evaluation within 15 calendar days of the request referenced in B.2.b.1) above and it has been at least a year since the last written evaluation was provided and the employee has had no corrective/disciplinary actions taken against him/her during the period since the last evaluation, the employee's performance for the year period shall be deemed to have been satisfactory. The fact that the employee's performance has been deemed satisfactory shall not preclude the University from introducing evidence relative to any aspects of the employee's performance in grievance and/or arbitration procedures or other proceedings.

c. For purposes of this Article only, the annual period within which written performance evaluations of non-probationary career employees are to be provided shall commence on the date the terms and provisions of this Article become effective.

C. GRIEVABILITY

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 9 - Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through

Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.

2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact, and effects, shall not be subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement, with the exception of Section C.1. above.