

2002-2005
AGREEMENT
UNIT C
(OPERATIONS - SUPPORT SERVICES)
LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
LOS ANGELES CITY AND COUNTY SCHOOL EMPLOYEES UNION
LOCAL 99, SEIU, AFL/CIO

ARTICLE X

EVALUATION PROCEDURES

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule. The District agrees to send a reminder to all supervisors of bargaining unit employees immediately before the time that annual evaluations are to be prepared stating that failure to follow provisions outlined in this Article can result in a grievance or appeal filed by the employee.

a. Probationary employees, excluding restricted employees, shall be given performance evaluations no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period.

b. Permanent employees shall be given a performance evaluation at least once every year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty working days prior to the end of the employee's assignment basis for that school year. The parties realize that because of year-round schools and different work schedules, employees' assignment bases may end at different times. For example, A basis employees' assignment basis ends June 30 and B and C basis employees may have their assignment basis end sooner than June 30 if they are assigned to a year-round school.

Evaluations may be issued within the last twenty (20) days or in the next evaluation period in cases where the employee is unavailable. If an employee receives the annual evaluation within the last twenty (20) working days, the further processing of any timely appeal or timely grievance shall be postponed, unless otherwise requested by the employee or the Union, until the employee's assignment basis begins again.

c. Restricted employees shall be given a promotability rating as part of the examination process.

2.0 Procedure to be Followed: Performance evaluation reports, including annual evaluations and any interim evaluations, shall be made on forms prescribed by the District.

a. Evaluations shall be based on observations or knowledges and in accord with the facts and not upon unsubstantiated or undocumented charges or rumors. In addition, no evaluation shall be based upon

derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

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b. The evaluator (generally the immediate supervisor) shall discuss the written performance evaluation report with the employee. However, in the event the parties are unable to meet, the supervisor shall arrange for a discussion at a later date. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or at a later date. Copies of the evaluation together with any attachments will be distributed as follows: One (1) copy to the employee at the time the employee signs the evaluation; one (1) copy to the evaluator.

c. If any category on the performance report is rated lower than "meets standards," the following will be included in the evaluation:

- (1) statement of the problem or concern;
- (2) the desired improvement;
- (3) suggestions as to how to improve; and
- (4) provisions for assisting the employee.

2.1 Upon request by an employee to the Classified Personnel Assignments Branch, a performance evaluation form shall be forwarded to, and completed by, any supervisor under whom the employee has worked during the evaluation period for at least ninety (90) calendar days.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent, or division head, or designated representative within ten (10) working days of receipt of the evaluation. The decision of the reviewer will be attached to the evaluation and shall be final and will be made within ten (10) working days after hearing the appeal. The employee may be represented in this appeal by the Union, if he/she so desires.

3.1 Formal grievances concerning evaluations filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

4.0 Notice of Unsatisfactory Service or Act: Employees may also grieve under Article V (Grievance Procedure) a formal Notice of Unsatisfactory Service or Act which does not recommend disciplinary action (suspension, demotion, or dismissal), including a claim that the procedures in Section 2.0 have not been followed. A Notice of Unsatisfactory Service or Act which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule

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904. Counseling memoranda and other correspondence related to work performance concerns shall not be grievable.

5.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at the Classified Personnel Assignments Branch.

5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during the normal office hours of the Classified Personnel Assignments Branch without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect his/her personnel file. Employees will not be charged for the first five (5) pages of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee is requested to sign.

5.2 Conference Memos: The purpose of a conference memo is to inform the employee in writing about perceived deficiencies, where appropriate to provide constructive assistance to the employee to improve, and to document the communication on a reasonably current basis.

A conference memo is a written record about work performance issues issued after a face-to-face meeting or a telephone discussion if the employee or supervisor is unable to personally meet.

When the District determines that a formal conference memo is to be issued, the following procedures shall apply:

a. The conference memo will be signed by the issuing supervisor. The employee shall have the right to sign the conference memo in accordance with Section 5.1.

b. A copy of the memo will be given to the employee. The supervisor shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or of a witness that the conference memo was delivered.

c. Any written response from the employee shall be attached to the memo and retained with the file copy. Neither the District nor the employee shall consider the conference memo by itself to constitute discipline. Any use of conference memos in subsequent disciplinary proceedings shall be to establish that the employee had notice of the concerns expressed in the conference memo. The underlying facts which gave rise to the conference memo (e.g., absence or tardiness record or the employee conduct at issue) may be presented in the disciplinary proceedings.

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With the exception described below, annual evaluations shall be based on conference memos issued in prior annual evaluation periods, but such conference memos may only be referred to as establishing prior notice to the employee of the concerns set forth. Generally, in order to provide an opportunity for remediation of job-related deficiencies, administrators shall not refer to a

conference memo issued for the first time within thirty (30) days of the employee's annual evaluation. However, if conduct arose during that period of time which was of significant nature, such reference is permissible. When a conference memo issued within the last thirty (30) days is not referenced in the current year's evaluation, it may be referenced in the next years' annual evaluation.

Any conference memo for which there is no repetition of the concern, event, conduct or incident which gave rise to the conference memo, except those relating to serious misconduct such as theft, substance abuse, or violence, shall be void after three (3) years. Upon request of the employee, such conference memos shall be removed from the employee's files.

6.0 Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary action may be taken and schedule a meeting to discuss the matter. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative or other person of the employee's choice. Non-availability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences or any other meetings or to any conferences conducted under the Evaluation Procedures of this Article. Claimed violations of this Section shall be presented through appropriate disciplinary appeals.

7.0 Employees required to attend meetings scheduled by the District pursuant to this Article shall be paid appropriate mileage pursuant to Article XIV, Section 2.4.

8.0 Discussions between a Unit employee and District supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees.

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