

## ARTICLE VII EVALUATION

- 7.1 Each year each permanent employee covered by this Agreement shall be evaluated by his/her immediate supervisor, and such evaluation shall be set forth on the *Classified Employee Performance Evaluation* attached hereto as Appendix C. An employee who has had more than one (1) supervisor in the previous year shall have a terminal evaluation prepared at the time of transfer, reassignment or promotion to another position. Each supervisor shall evaluate only for the time the employee was under his/her supervision. In the absence of a timely evaluation, employees shall be considered to have a score of at least "ME" (Meets Expectations) in all areas subject to the performance evaluation, except when an employee is on an extended leave, in which case their evaluation will be done in a timely manner upon their return.
- 7.2 Nothing herein shall prohibit the District from evaluating an employee more often than yearly if the District determines that such evaluation may result in improvements in the employee's performance. An employee serving a six (6) month probationary period after initial hire or after promotion shall be evaluated at the end of two (2) months, four (4) months, and five and one-half (5-1/2) months of such probationary period.
- 7.3 The evaluation shall be discussed with the employee by the evaluator. If the evaluator changes the rating as a result of the conference, a new evaluation form may be obtained from the District Human Resources Department. However, it is understood that the primary purpose of such evaluations is to be constructive and to help the employee achieve or maintain at least a "meets expectations" level of performance. An employee has the right to respond to his/her performance evaluation in writing to his or her supervisor within ten (10) working days of the issuance of the final performance evaluation and any such response shall be included with, and become part of, the performance evaluation record.
- 7.4 The performance appraisal system should communicate performance standards for the position and encourage growth and improvement of performance for the future. It is also understood that evaluation of an employee's performance should be an ongoing process, and the District supervisors shall discuss improvement needs with employees in a timely manner.

When it becomes apparent that an employee may receive a Needs Improvement (NI) or an Unsatisfactory (U) annual rating in any performance factor, prior to giving the employee such a rating, the immediate supervisor and the employee shall meet to discuss the employee's deficiencies and recommendations for improvement.

If an employee receives an "NI" or "U" rating on any performance factor on his/her evaluation, the evaluation must indicate the manner in which the employee is not meeting standards for the position; determine a "meets expectations" level of performance; and a specified time period in which the employee is expected to show improvement.

If dissatisfied with an "NI" or a "U" rating, and the employee has submitted a written response in accordance with Section 7.3, an employee may request a review at the next higher administrative level within ten (10) working days of submitting the written response.

- 7.5 Non-compliance with the procedures set forth in this article may be the subject of a grievance pursuant to the Grievance Article of this Agreement, but nothing herein shall be considered to make the content of any evaluation subject to such grievance procedure.
- 7.6 Employees who are in their probationary period or who received an “NI” or “U” on any performance rating in the most recent performance evaluation shall complete the *Classified Employee Self-Evaluation* (Appendix D). Completion of the *Classified Employee Self-Evaluation* is voluntary for all other employees.

## **ARTICLE VIII HOURS AND OVERTIME**

- 8.1. The normal workweek for a full-time employee covered by this Agreement shall consist of five (5) days totaling forty (40) hours. Alternate full-time workweeks may be established by written agreement between the immediate supervisor and the affected employee, subject to approval of the department manager and college president or appropriate District Administrative Center manager and review by the District Human Resources Department.

Written agreement for regular alternative workweeks is established by signing the *Change in Personnel Status* form and the Alternate Work Schedule Agreement (Appendix E) form which identifies the type of schedule. Written agreement for temporary alternate workweeks is established by a memo and sign-off by both parties.

The District will make all reasonable efforts to accommodate requests for alternate schedules. Any denial of such request shall be based on the needs of the department or division and shall not be made on any discriminatory basis.

Pursuant to Education Code section 88026, the District has the right to establish work schedules for police classes in excess of eight (8) hours in a day wherein those hours in excess of eight (8) are exempt from overtime compensation. Hours in excess of forty (40) in the employee’s workweek shall be compensated at the overtime rate.

- 8.2 Employees covered by this Agreement shall, to the extent consistent with the District's calendar and other operating requirements, be assigned a fixed and regularly-recurring schedule of days and hours.
- 8.3 Reductions in employees’ regularly assigned hours shall, to the extent required by the Education Code, be treated as lay-offs under this Agreement.
- 8.4 Any part-time employee covered by this Agreement who works at least thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) or more consecutive working days shall have his/her regular assignment adjusted upward to acquire fringe benefits on a properly prorated basis.