

ARTICLE 29

EMPLOYEE EVALUATION

Section 29.1.

Performance evaluations are communication tools designed to serve the needs of both the employee and employer.

An organized program for employee performance evaluation ~~will~~is aimed to:

- A. Provide an employee with accurate feedback about their performance throughout a set period.
- B. Facilitate communication between the employee and their leadership regarding their performance outcomes and future performance-based objectives.
- C. Align leadership and an employee's understanding of performance outcomes with the shared goal of facilitating continuous performance improvement, mutual understanding of career path goals, and job satisfaction.
- D. Base personnel actions on objective, accurate, and fair performance appraisals.

~~A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance.~~

~~B. Serve as an important motivational tool and improve the quality of job performance.~~

~~C. Enhance the ability to achieve Affirmative Action goals through improved supervisor/employee communication.~~

~~D. Base personnel actions on objective, accurate, and fair performance appraisals.~~

~~E. Monitor the performance of probationary employees on a timely basis. Performance~~

~~evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training, and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process. Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develops his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.~~

SECTION 29.2.

A performance evaluation of all bargaining unit employees in a department (or major business unit, MBU) shall be completed annually during a ~~sixty (60) day~~set period selected by

the Employer. This period should be made known to employees by ~~the department head~~ leadership in advance. ~~in~~ Supplemental performance discussions with or without accompanying written feedback may be provided to employees throughout the annual performance review cycle. Leaders are encouraged to provide ongoing, timely performance feedback to their employees throughout the year.

Evaluations will be recorded in writing and employees will have an opportunity to respond to their evaluation in writing. Employee may attach comments or submit other documents to supplement their evaluation. The manager/supervisor will be responsible for meeting with the employee to discuss their performance evaluation. Employees are encouraged to ask any questions and seek clarification on the content of their evaluation as well as offer feedback. At the end of the evaluation meeting, the employee will be asked to sign the evaluation indicating they have read and understand it. Should an employee refuse to sign the evaluation, the manager/supervisor will note this on the evaluation and date the document. The original evaluation will be placed in the employee's Personnel File with a copy provided to the employee.

~~writing at least thirty (30) days prior to the period; with exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one (1) month prior to the completion of the probationary period. Employees that transferred into the department or MBU within three (3) months prior to the commencement of the evaluation cycle shall not be evaluated. For any bargaining unit position in which an employee's immediate supervisor is not a University employee, the employee's evaluation shall be independently reviewed by the employee's University-employed intermediate supervisor. Such evaluation will be recorded in writing on the form attached hereto, as Appendix A, and shall be made on the basis of the following criteria:~~

- ~~A. Quality and quantity of work~~
- ~~B. Work habits~~
- ~~C. Work attitudes~~
- ~~D. Working relationships with others~~
- ~~E. Supervisory ability (if employee supervises others)~~

~~In an unusual case, where a department/MBU can demonstrate that an unforeseeable and significant circumstance has arisen that make it impossible for evaluations to be completed within the established sixty (60) day period, the department may be granted up to an additional~~

~~thirty (30) days to complete all evaluations. If a supervisor requests an extension, in the limited circumstances described above, the University shall inform the Association and, if requested, a meeting will be held to review the need for such extension. This schedule for performing annual performance reviews shall be effective on January 1, 2006.~~

SECTION 29.3.

A. Whenever reasonably possible, any employee who is at risk of receiving a performance rating less than "meets expectations" will be notified in advance of receiving their annual performance review. Advanced notification may be issued through formal or informal communication methods inclusive, but not limited to, issuance of progressive discipline, mid-cycle performance discussions, and/ or check in's between the employee and leadership.

Employees who receive a performance rating that is less than a "meets expectations" will be placed on a Performance Improvement Plan or otherwise be issued guidance on how to improve their performance to achieve the level of "meet expectations." In some instances, employees may have already received this guidance through the progressive discipline process. When previous guidance has been issued, employees are encouraged to make every effort to adjust their performance/ behavior to align with the established performance expectations.

~~To the extent possible, an employee who may be nearing a "Fails to Meet Expectations" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Expectations" rating.~~

~~B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For~~

~~the purpose of this article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.~~

~~C. Upon receipt of a "Fails to Meet Expectations" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Expectations" rating.~~

~~The re-evaluation period shall be up to one hundred eighty (180) days in length. An employee may request to have his/her re-evaluation done at any time during the reevaluation period with thirty (30) days' notice to the supervisor to determine if a "Meets~~

~~Expectations" rating has been achieved. If an employee receives a "Meets Expectations"~~

evaluation during the re-evaluation period, he/she shall be eligible for the denied step and/or denied salary increase effective the first full payroll week after the date of receiving the "Meets Expectations" review.

D. An employee's rating during the re-evaluation process shall not retard his/her anniversary date for step purposes.

SECTION 4.

The Assistant Vice Chancellor for Human Resources shall receive all evaluations from the immediate supervisors and shall retain such evaluations together with any recommendations made on the basis of any such evaluation and any evidence or materials submitted in support of such evaluation in the respective personnel file of each employee. Upon receipt of an employee's evaluation, the Assistant Vice Chancellor for Human Resources or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply.

SECTION 5.

The Assistant Vice Chancellor for Human Resources shall receive all evaluations from the immediate supervisors and shall retain such evaluations together with any recommendations made on the basis of any such evaluation and any evidence or materials submitted in support of such evaluation in the respective personnel file of each employee. Upon receipt of an employee's evaluation, the Assistant Vice Chancellor for Human Resources and/or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply. The point average of an employee, who is eligible to receive a

salary rate increase pursuant to Article 14, section I, B and C, or a step increase pursuant to Article 14, section 3, shall be compiled as follows:

- For a rating of Superior, four (4) points should be granted
- For a rating of Above Standard, three (3) points shall be granted
- For a rating of Good, two (2) points shall be granted
- For a rating of Fair, one (1) point shall be granted
- For a rating of Unsatisfactory, zero (0) points shall be granted

The total number of points shall then be divided by the number of categories rated

(exclude not applicable). The result shall be the employee's point average for salary purposes. A point average of 2.0 or higher shall indicate the employee --Meets Expectations."

SECTION 29.46.

Any evaluation ~~so~~ retained in respect of any an employee's personnel record may be reviewed ~~employee may be reviewed~~ by such employee

in the office of ~~the Assistant Vice Chancellor for~~ Human Resources at any reasonable time

upon prior written notice. Additionally, employee reviews may be reviewed by prospective managers as part of the transfer and promotion process. Prospective managers may review the performance reviews of any internal candidates who are selected as a finalist in a search. ~~Such employee shall have the right to file a written statement in~~

~~response to any such evaluation.~~

SECTION 7.

An employee may not grieve the substance of his/her evaluation. Employees may write and file a written statement in response to an annual evaluation. This statement may be filed and retained with the employee's annual performance review at the employee's request. ~~except where such~~

~~evaluation results in a negative action. A negative action shall include denial of a pay raise or a step increase. Thirty (30) days after the execution of this Agreement, the Labor/Management Committee will meet to discuss alternative ways to appeal a negative evaluation.~~

~~Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article, to step four of the grievance procedure.~~

SECTION 8.

Notwithstanding any language in this agreement to the contrary employees in this bargaining unit paid at or above grade 15 may have included in their job descriptions and may be required to evaluate employees they supervise.

Side Letter 14: Employee Evaluation Review – Can we remove all together? Is this still relevant?

The parties agree that not more than ninety (90) days after funding of this agreement a joint labor-management committee shall be formed with the authority to research, design, and bargain and implement improvements to the Employee Evaluation form and process. If

the committee fails to mutually agree to a replacement system, the 2012-2014 language shall remain in effect.

DRAFT

**APPENDIX A
UNIVERSITY OF MASSACHUSETTS AMHERST PERFORMANCE EVALUATION
FOR CLASSIFIED EMPLOYEES**

CONFIDENTIAL

Evaluation Status: _____ Name _____ Grade _____
 _____ 3 month probationary State Title _____
 _____ 5 month probationary Working Title _____
 _____ Annual _____ Department _____
 (Year)
 _____ Other _____ Anniversary Date in UMass Amherst Service _____
 Anniversary Date in Working Title _____

DEFINITION FOR RATING TO BE APPLIED:		Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
Merit Points							
4 *SUPERIOR:	Accomplished all goals or performed all tasks and excels in a substantial manner.						
3 ABOVE STANDARD:	Performs all tasks above departmental standards.						
2 GOOD: (Standard)	Average performance; meets departmental standards.						
1 *FAIR:	Below average performance but improving and potentially acceptable.						
0 *UNSATISFACTORY:	Many goals unrealized or many tasks not performed.						
NOT APPLICABLE:	Not applicable to job.						
*Specific examples must be cited in the space provided for comments.							
QUALITY AND QUANTITY OF WORK:							
A.	Demonstrates knowledge of job						
B.	Amount of work accomplished						
C.	Performs work with accuracy						
D.	Work is neat and presentable						
E.	Work is thorough						
F.	Organizes work appropriately						
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

	Not Applicable	Unsatisfactory	Fair	Good	Above Standard	Superior
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and University policies						
F. Complies with instructions, rules and regulations, including health and safety precautions						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
WORK ATTITUDES:						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						

EMPLOYEE'S COMMENTS:

	Not Applicable	Unsatisfactory	Fair	Good	Above Standard	Superior
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RELATIONSHIPS WITH OTHERS:

A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communication						

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

SUPERVISORY ABILITY (where applicable):

A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:

_____ Retention
(probationary)

_____ Dismissal
(probationary)

_____ No Action Required Signature and Title Date
_____ Other _____

COMMENTS OF EMPLOYEE:

Date of Discussion with Supervisor Evaluation) Signature of Employee Being Evaluated
(Does Not Imply Agreement or Disagreement with

~~COMMENTS OF INTERMEDIATE SUPERVISOR AND/OR INSTITUTIONAL PERSONNEL OFFICER WHO REVIEWED THIS EVALUATION:~~

For purposes of granting In-service Recognition/Merit Awards, the following shall be completed:

Exceeds Expectations Meets Expectations Fails to Meet Expectations

Recommendation:

_____ Retention (probationary)

_____ Dismissal (probationary)

_____ No Action Required

_____ Other _____

_____ Point Average for Merit Purposes _____
Signature and Title Date

COMMENTS OF EMPLOYEE:

I have read the comments of my supervisor and intermediate supervisor.

Signature of Employee

Date

ARTICLE 17

VACANCIES AND PROMOTIONS

SECTION 5. TRIAL PERIOD

A. An employee, who is appointed to a different position within the bargaining unit, shall serve a two (2) month trial period from the effective date of the appointment.

In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from the most recent date of hire. When a probationary employee, is appointed to a new position within the USA bargaining unit, the probationary employee will serve a six (6) month trial period beginning on their date of transfer/ promotion into their current position.

Non-probationary employees, who are appointed to a new position within the bargaining unit from another bargaining unit, shall serve a two (2) month trial period from the date of their new appointment.

Employees appointed to a role outside of the USA bargaining unit will be subject to the provisions set forth by the employee's new unit's policies/ CBA. This may require an employee to serve a trial period within their new unit.

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position or another available, role comparable to the employee's prior position. -For the purposes of this article, comparable means a role within the same previous MBU, with job duties similar to their previously held position, at the same level and pay rate their prior position was held. Should an employee revert back to their former position or another available role that is comparable, they will not be required to service a two (2) month trial period. This matter may be a proper subject for the Grievance procedure.

~~C. If the employee is not satisfied with the new position, he/she may elect to return to the former position within thirty (30) days from the effective date of the said new appointment.~~

~~D. All appointments made, related to this section, shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies, resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period. The employer shall notify all employees of this provisional appointment trial period.~~

E. During ~~the two (2) month trial period, there will be no changes made to the employee's previous job description so that if it is necessary for their return to said department, their original position will be available. Also during this~~ the two (2) month trial period, it is strongly encouraged that for the supervisor will to conduct a thirty (30) day evaluation to provide feedback and communication on the transition to date with the goal of helping the employee with his/her decision on returning to the previous position their transition and assimilation into their new role.

ARTICLE 17A

SENIORITY - PROBATIONARY EMPLOYEES

SECTION 1.

New employees hired in this unit shall be considered as probationary employees for the first six (6) months of their continuous employment. When an employee finishes the seniority from the six (6) months prior to the date he/she completed the probationary period. There shall be no seniority among probationary employees.

SECTION 2.

The Association shall represent probationary employees for the purposes of collective bargaining in respect to tours of duty and other conditions of employment.

SECTION 3.

During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedure provided herein, except discipline or discharge for lawful and protected Association activity ~~or as indicated pursuant to Article 29.~~

SECTION 4.

Seniority shall be defined as service in a benefited position from the most recent date of continuous hire at the University.