

Manager's Quick Notes

Collective Bargaining Agreement Between

UMDNJ

and

Teamsters, Local 97

(June 1, 2006 – June 30, 2010)

WARNING: This is an abbreviated version of SOME KEY sections in the Teamster's collective bargaining agreement. This document is NOT intended as a substitute for the full contract.

**Teamster's Contract 2006-2010
Manager's *Quick Notes***

Quick Notes provide UMDNJ Supervisors and Managers with easy access to critical parts of the Teamster's contract that may affect day-to-day management decisions. In addition, we have provided commentary and related policies that are relevant to each article.

***THIS IS MEANT TO SUPPLEMENT, NOT REPLACE,
THE FULL CONTRACT WHICH IS AVAILABLE ON THE HR WEBSITE
http://www.umdnj.edu/hrweb/labor_relations/teamster2007.pdf***

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Full Index of Teamsters Contract

Sections and articles shaded in grey are critical for managers to review. Remaining sections provide information about HR requirements and working relationships between UMDNJ and the Union.

ARTICLE/TITLE
PREAMBLE 1

Identifies which employee groups are covered under this agreement

RECOGNITION

ARTICLE I MANAGEMENT RIGHTS

ARTICLE II FAIR TREATMENT

No Reprisals
Regular Part-time
Temporary Full-time

Also look at UMDNJ
Attendance Control
and Inclement
Weather policies

ARTICLE III PERSONNEL PRACTICES

Lateness or Absence Due to Weather Conditions

ARTICLE IV GRIEVANCE PROCEDURE

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Purpose
General Provisions
Informal Procedure
Grievance Steps

Similar across
contracts but for
Teamsters Step 1 is a
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ARTICLE V PRIOR BENEFITS AND EXISTING CONTRACTS

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ARTICLE VI ADMINISTRATION OF AGREEMENT

ARTICLE VII WAGES

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Wage Structure
Salary Program July 1, 2006 - June 30, 2010
Shift Differential

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differential

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meeting to discuss issues and build
relationships

ARTICLE VIII HOURS OF WORK AND OVERTIME

Hours of Work
Overtime

ARTICLE IX HOLIDAYS
ARTICLE X VACATIONS

- Vacation Benefits
- Vacation Schedules
- Use of Vacation
- Notice Approval
- Separation
- Death

ARTICLE XI SENIORITY, TRANSFERS, LAYOFFS, BUMPING

- Seniority
- Transfers
- Contracting Services
- Layoff, Placement & Bumping

Outlines HR agreements regarding posting and notification and probation requirements

ARTICLE XII STAFF BENEFITS

- Health and Retirement Benefits
- Staff Protection
- Uniforms
- Physical Examination
- Tuition Refund Plan
- Preceptor Pay (EMS)
- Dental Care Program
- Temporary Disability Plan
- Prescription Drug Plan
- Parking

Current allowance indicated

If the State's benefit plan changes, benefits for union members change accordingly

HR requirements for notifying Union

ARTICLE XIII CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS

ARTICLE XIV STAFF PERFORMANCE EVALUATION

ARTICLE XV LEAVES OF ABSENCE

- Sick Pay and Leaves of Absence
- Sick Pay
- Death or Critical Illness in the Immediate Family
- Medical Leave
- Military Leave
- Jury Duty
- Leave of Absence Due to Injury
- Marriage
- Personal Leave
- Length of Leaves
- Return from Leaves

Read this section along with UMDNJ policy. Work with your HR generalist if you have questions. Advise your staff that they should work with HR if they are in need of a leave related to FMLA.

ARTICLE XVI POLICY AGREEMENTS

ARTICLE XVII UNIVERSITY - UNION BUSINESS

- Union Activity
- Union/University Representation
- Union Privileges
- Reassignment (for Union Officers and Stewards)
- Bulletin Boards
- Union Dues Deduction
- Leave for Union Activity
- Grievance Investigation Time Off
- Membership Packets
- Representation Fee (Agency Shop)

Responsibilities and rights of Union representatives

Operating agreements between UMDNJ and Union including: ratio of union reps/union membership, communication requirements and leaves for union activity.

ARTICLE XVIII ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

ARTICLE XIX PRESERVATION OF RIGHTS

- ARTICLE XX**
- Legislative Action
 - Savings Clause

Employees can review their central file, in presence of an HR Representative, within 5 days of request.

ARTICLE XXI COMPLETE AGREEMENT

ARTICLE XXII AVAILABILITY OF CONTRACTS

- ARTICLE XXIII**
- Term of Agreement
 - Successor Agreement
 - Negotiation Procedures

Signature Page

APPENDIX A University Operating Units

APPENDIX B Job Series Titles

APPENDIX C Salary Tables and List of Titles

- Side Letter 1 Quality of Uniforms
- Side Letter 2 Clinical Titles Job Series
- Side Letter 3 Attendance Control Policy
- Side Letter 4 Vacancies

PREAMBLE

SUMMARY

- ✓ This Agreement has been created for the purpose of furthering harmony and mutual understanding between the University, its staff and the union. This Agreement is intended to contribute to the fulfillment of the UMDNJ's mission.
- ✓ The parties agree to follow a policy of non-discrimination.
- ✓ All staff are entitled to fair and equitable treatment by supervisors and management with regard to the terms and conditions of employment that affect them.

COMMENTARY

This part of the contract is not a formal article or legal agreement between UMDNJ and the Union. It is a statement of philosophy and intent between the two parties, reflecting our hopes for a mutually beneficial and collaborative relationship.

The Preamble also articulates some of the guiding principles that this contract is built on: non-discrimination, fair and equitable treatment.

RECOGNITION

SUMMARY

- ✓ Contract effective – 7/1/2006-6/30/2010
- ✓ Staff included are regular full-time and part-time staff working a minimum of 20 hours per week and having been continuously employed by UMDNJ for a period of six months or longer, in the following categories:
 - LPN
 - Clerical Staff
 - Health Care and Services Staff
 - Operations, maintenance and service staff
- ✓ Teamsters are classified into 4 categories: Technical, Service/Maintenance, Paraprofessional and Clerical

COMMENTARY

The recognition section defines which employees are covered by this agreement. This section also defines which employees are not covered by this contract.

Teamster, Local 97 is currently the largest union at UMDNJ followed by HPAE Professionals.

ARTICLE I – MANAGEMENT RIGHTS

SUMMARY

- ✓ Except as abridged, limited or modified by this agreement, the University retains the right to enforce reasonable rules and regulations governing the conduct and activities of the staff

COMMENTARY

Examples of management rights and responsibilities include:

- Direct the work force
- Reorganize and/or restructure
- Hire, fire, discipline, promote, layoff
- Schedule work hours and mandate overtime
- Establish performance standards and evaluate performance

ARTICLE III - PERSONNEL PRACTICES

LATENESS

When a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible.

- ✓ A staff member who has a reasonable excuse and is less than five (5) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift
- ✓ Staff member shall not be disciplined except where there is evidence of repetition or neglect.

Lateness beyond the five (5) minute period above shall be treated on a discretionary basis.

INCLEMENT WEATHER

If an Inclement Weather Emergency is declared:

- ✓ All exempt and non-exempt staff members who have been designated as essential must report to work or remain at work.
- ✓ Staff members not designated as essential must receive permission from his/her supervisor to report to work or to leave work in an Inclement Weather Emergency.
- ✓ Staff members required to work or given permission to work in an Inclement Weather Emergency will be given additional compensation in accord with University's Inclement Weather policy.
- ✓ Failure to comply will result in a day without pay and may result in disciplinary action.

If an Inclement Weather Emergency is not declared:

- ✓ Staff members must receive permission not to report to work and utilize accrued benefit time (i.e. vacation time, float holiday) other than sick time, or if no accrued benefit time is available, will be unpaid.
- ✓ Staff members not excused from work for the day and who do not report to work will be unpaid and may be subject to disciplinary action.
- ✓ Staff members reporting late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of their department head/designee.

COMMENTARY

- ✓ Most importantly, managers need to be fair, reasonable and consistent.
- ✓ The impact of an employee being late will vary depending on your operational requirements.
- ✓ It states in the contract that "lateness beyond five minutes" should be treated on a discretionary basis. You need to use your best judgment as to whether this attendance issue is on-going and/or problematic.
- ✓ Attendance is a common labor issue for managers. It is critical to document attendance/lateness even if you are not planning to discipline a staff member in that instance. Through documentation you can see if a pattern is developing.

RELATED POLICY

Attendance Control Policy - 30-01-50-45:00

Inclement Weather Policy - 00-01-10-17:10

ARTICLE IV - GRIEVANCE PROCEDURE

SUMMARY

INFORMAL PROCEDURE: DEPARTMENT REVIEW

- Any staff member may orally present and discuss his complaint with his immediate supervisor on an informal basis.
- The staff member may request the presence of the shop steward.
- Should an informal discussion not produce a satisfactory settlement, the staff member may move to the first formal step of the grievance procedure.

FORMAL GRIEVANCE PROCEDURE

Step 1: Hearing

- **File Grievance: 21 days**
 - A grievance must be filed within 21 calendar days from the date on which the act which is the subject of the grievance occurred or the date on which the grievant should reasonably have known of its occurrence (whichever is later) or within 21 calendar days of notice of discipline to the staff member.
- **Conduct Hearing: 21 Days from receipt of grievance**
 - Pre-hearing conference may be scheduled
 - The staff member will be represented by a union representative
 - Management will be represented by Labor Relations
- **Render Decision: 21 days from conclusion of Hearing**
 - Decision provided in writing by Labor Relations Hearing Officer.

Step One Notes:

- *In most cases, discipline that has been issued but not served will be held in abeyance until a Step One decision is rendered.*
- *Grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination, until it has been resolved through Step One.*

Step 2: Arbitration

- **File Appeal: 30 days from receiving Step 1 decision**
 - A request for arbitration may be brought by the Union within thirty (30) calendar days from the date the Union received the Step One decision.
- **Agree on panel of arbitrators: 30 days from receiving appeal**
- **Hearing: 30 days from Arbitrators acceptance of case**
- **Decision: 30 Days after close of Hearing**

Step 2 Notes:

- *Decision of arbitrator is final and binding on both parties.*
- *The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement.*
- *Arbitrators shall neither add to, subtract from, nor modify any of the provisions of this collective bargaining agreement*

COMMENTARY

Grievances are part of the normal management process and should be anticipated. Although we like to avoid grievances, do not be afraid of the process or let it stop you from actively managing performance.

Benefits of the Grievance procedure include:

- Mechanism for conflict resolution
- Increasing clarity of contract language and application
- Providing the employee an opportunity to represent themselves, supporting the concept of fairness
- Identifying problem areas that we can improve
- Contributing to our goal of consistency

Costs/Concerns of Managers in Grievance procedure:

- Time and money.
 - Manager and employee are taken away from their jobs.
 - The University's cost of arbitration is the responsibility of the department
- Burden of Proof:
 - If the grievance is regarding discipline, the burden of proof is on the University.
 - If the grievance is regarding a potential violation of the contract, the burden of proof is on the Union.
- Continuing to manage performance while waiting for a grievance to be resolved:
 - Although discipline that is grieved but has not yet been served will be stayed until the completion of Step One, you can proceed with progressive discipline as warranted.
 - If the employee requires an additional written warning or suspension while you are awaiting a hearing, you should issue it.
 - More than one disciplinary matter can be handled at a hearing. So, whatever has evolved from the time of the initial grievance to the hearing date will be handled at that time.

Related Policy

- ✓ **Terms of Employment - 30-01-50-75:00**
- ✓ **Staff Grievance Policy - 30-01-50-55:00**

ARTICLE VII - WAGES

SUMMARY

JOB CLASSIFICATION

All position titles are classified into the following four categories: Technical, Service/Maintenance, Paraprofessional and Clerical.

WAGE STRUCTURE

All Teamster classifications are under the Job Rate System which is comprised of the following elements:

- **The Job Rate** is the benchmark rate of pay for each job title.
- **The Probation Rate** is fifty cents less per hour than the job rate. Upon successful completion of the 180 day probation period, employees will receive an increase in their base rate of pay to the job rate. The probation rate is only used when hiring staff from the outside, not when staff transfer to new positions within the University.
- **The Two Year Rate** is the minimum rate of pay a new hire may receive upon completion of two years of service, exclusive of leaves of absence. At this point, the staff member will receive an increase to the two year rate, or 3% of their base pay, whichever is greater.

Note: New Hires are hired at the established entry rate for each title. However, the University has the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing two year rate, provided the new hire has a minimum of four years relevant experience. Staff members hired at this higher rate will not receive adjustments to their pay upon completion of probation or two years service.

NEGOTIATED WAGE INCREASES

Staff Members in this bargaining unit will receive across-the-board increases of 2.5% for fiscal years 2006 and 2007. Wage re-openers will be held to determine increases for 2008 and 2009.

SHIFT DIFERENTIAL

Shift differential will be paid for complete shifts only (except for EMS). To be eligible, a staff member must work half or more of regularly scheduled hours after 3pm or before 6am.

- As of January 1, 2007 –increased to \$1.75/hour
- As of January 1, 2008 –increased to \$2.00/hour

COMMENTARY

Currently in negotiations to determine wages for 2008 and 2009. This page will be updated when negotiations are finalized.

Related Material
 ✓ **Administrative Guide to Teamster Job Rate System.**
Available on the Compensation Services website – go to salary scales and then Teamsters Local 97

ARTICLE VIII – HOURS OF WORK AND OVERTIME

HOURS OF WORK

Work Week	35, 37 ½ or 40 hours
Schedule changes	Maximum notification possible
Shift Changes	Minimum of 96 hours notice, except in emergencies
Change in length of daily tour of duty	14 calendar days notice
On-Call Compensation	\$2.75/hour
Called to work outside regular shift	Guaranteed 2 hours compensation

OVERTIME

Compensation

- ✓ All staff shall be compensated at one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in a week.
- ✓ University holidays and scheduled vacation days are counted towards overtime hours in a given week, sick time is not.

Scheduling and Reporting

- ✓ Overtime should be scheduled and distributed on a rotational basis by job title within each functional work unit without any discrimination.
- ✓ In cases where there are no volunteers and overtime is required, the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.
- ✓ Make every attempt to give staff as much advance notice as possible relative to the scheduling of overtime.
- ✓ Lists reflecting the overtime call status of the staff shall be available to the Union in the functional work unit.

Employee Agreements and Rights

- ✓ Each staff member is expected to be available for overtime work.
- ✓ A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime.
- ✓ Once a staff member is scheduled and accepts an overtime assignment, he/she shall be subject to all University rules and regulations and the associated provisions of this Agreement

COMMENTARY

Hours of Work

- ✓ The work day of non-exempt employees includes two scheduled, paid 15 minute breaks.
- ✓ Lunch period is unpaid and scheduled either as ½ hour or 1 hour.
Example: A 35 hour/week staff member that starts at 8am and has a 1 hour lunch would finish work at 4pm. If the same employee is scheduled for a ½ hour lunch, they would finish at 3:30pm.
- ✓ Although the contract identifies the amount of time required when making scheduling changes, you should give the staff member as much notice as possible so they can make personal arrangements.

Overtime

- ✓ All staff members are required to be available for overtime.
- ✓ UMDNJ does not guarantee overtime hours for staff members.
- ✓ Management can use per diem and/or part-time staff instead of providing overtime to full-time staff members. Some managers do this to keep their costs down.
- ✓ When compensating for overtime, providing money or compensatory time-off is at management's discretion. *Exempt staff members are not entitled to overtime pay under FLSA regulations*

RELATED POLICY

- ✓ **Meal Time - 30-01-30-35:00**
- ✓ **Overtime and Holiday Pay for Non-Exempt and Temporary Staff Employees - 30-01-30-35:00**
- ✓ **Overtime Hours and Hours Worked on UMDNJ's Designated Holidays – Non-Exempt Staff Employees - 30-01-30-40:00**
- ✓ **Mandatory Overtime - 30-01-30-45:00**
- ✓ **Exempt and Non-Exempt Position Classification – 30-01-30-10:00**

ARTICLE IX AND X - HOLIDAYS AND VACATION

Compensation

- ✓ Staff members required to work premium holidays are paid at a 1 ½ times regular rate of pay for all hours worked, in addition to receiving an alternate day off from work or payment for the holiday at the option of management.
- ✓ Staff members required to work on non-premium holidays (Day after Thanksgiving or Good Friday) are paid at the base rate, in addition to receiving an alternate day off.

Float Holidays

- ✓ Staff members have six (6) float holidays. Part-time staff members shall receive float holidays on a prorated basis
- ✓ Float holidays may be used for emergency, personal matters, observance of religious or other days of celebration.
- ✓ Except in case of an emergency, a request for Float Holiday must be submitted to the staff member's supervisor for review and approval at least five (5) business days in advance of its use.
- ✓ Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in salary deletion for the day(s) and appropriate disciplinary action may be taken.

Vacation Schedules

- ✓ The University will make every effort to rotate major holidays among the staff within the work unit.
- ✓ Subject to the pressure of the proper patient care, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.
- ✓ Departmental policies shall not automatically restrict the amount of vacation time which a staff member can request to use at one time.
- ✓ Vacation time may be taken only after the staff member has given prior notice to, and received the written approval of, his/her department head.

Staff Use of Vacation Time

- ✓ A staff member may carry one (1) year of earned vacation time over into any new calendar year.
- ✓ Where a staff member has an earned vacation balance which has not been previously scheduled on or before July 1, the Supervisor will meet with the staff member to schedule vacation time so that no accrued vacation time will be lost.
- ✓ When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the University policies through the designated authority.
 - *Note: UMDNJ policy states that vacation cannot be converted to sick time unless there is proof of hospitalization and then only for those days actually spent in the hospital.*

COMMENTARY

Vacation Time

- ✓ Vacation time is scheduled based upon the operational needs of the department, taking staff needs into account as much as possible
- ✓ Where practical, seniority should be used to set up a department's yearly vacation schedule
- ✓ After a department schedule has been established, vacation time is granted on a first-come-first-serve basis
- ✓ If staff member is hospitalized during a scheduled vacation they can have that period charged to sick time with appropriate documentation and notification.

The Teamsters contract is unique in that it doesn't set a deadline for receiving vacation requests.

In some other contracts there are one or two dates per year where vacation requests are due. Those requests submitted by the deadline are granted based on operational needs and seniority. All requests coming in after the deadline are based on a first-come-first-serve basis.

It is recommended that you establish a very clear and transparent mechanism for scheduling vacation that is articulated and understood by all employees. The practice of having 2 deadline dates per year has been effective in many areas.

RELATED POLICY

- ✓ **Vacation - 30-01-40-05:00**
- ✓ **Holiday - 30-01-40-10:00**
- ✓ **Overtime Hours and Hours Worked on UMDNJ's Designated Holiday - Non-Exempt Staff Employees - 30-01-30-40:00**

ARTICLE XI – SENIORITY, TRANSFERS, LAYOFFS, BUMPING

Seniority

- ✓ Seniority will be ONE criteria for job placement – not the only criteria.
- ✓ Seniority will be credited from current date of hire upon completion of probation.
- ✓ Seniority is broken by resignation, termination, lay-off of more than 1 year, refusal of suitable position while on lay-off
- ✓ Probationary staff are eligible to use accrued vacation time after 90 calendar days, sick time can be used as soon as it is accrued.

Transfers

- ✓ A voluntarily transferred staff member serves 90/90 probationary period. Involuntary transfers do not serve probation.
- ✓ If staff member fails probation, they may return to their former job (if it is still open) or be placed in another suitable position. If there is no suitable position available, the employee will be laid off and placed on the recall list for one year.
- ✓ All accumulated leave benefits transfer with staff member. However, staff member cannot exercise their seniority regarding vacation schedules until the following vacation scheduling cycle.

Layoff, Placement and Bumping

- ✓ Seniority will prevail in layoffs.
- ✓ Laid off staff will receive a minimum of three weeks notice, or payment in lieu of notice.
- ✓ When an individual is identified for lay off, the staff member has the following rights:
 - 1) Filling Vacancies.
 - If the employee chooses not to accept a vacancy, they can go on the re-call list but they cannot exercise their bumping rights unless there is not a vacancy Campus-Wide in current or immediate prior title.
 - 2) Bumping.
 - If there are no vacancies in employee’s current or immediate prior title Campus-Wide the employee can exercise bumping rights in current or immediate prior title. If no vacancy or bumping opportunities are available Campus-Wide, the employee can fill a vacancy or bump into a lower classification within Job Series, as defined in the contract.
 - 3) Probation
 - There is no probation for Teamsters when filling vacancy in same title, operating, unit and campus.
 - There is no probation for Teamsters with more than 10 years of service when filling a vacancy or bumping in a layoff situation - less than 10 years requires 90/90.

COMMENTARY

Seniority:

- Rank based on length of service as a regular employee from current date-of-hire, not original date-of-hire.
- Temporary and Per Diem employees are not included.

Transfers:

- We encourage staff to develop their careers at UMDNJ and look for new opportunities through the HR website. As a manager, you can help staff develop themselves and look for appropriate positions when they are ready to advance.
- When your staff member voluntarily transfers to another position, they are allowed to return to their previous position at anytime during their probationary period or if they fail probation, if the position is still available.
- There is a side-letter to the current contract that encourages departments to announce openings to be sure departmental staff has the opportunity to bid on the position, if qualified.

Layoffs:

- University seniority prevails on layoffs. Least senior staff gets laid off first
- Staff will not be laid off before temporary or probationary personnel in the same job classification
- You must keep job descriptions up-to-date to ensure staff filling vacancies or bumping into your unit have appropriate skills.
- Be ready to provide some training to new staff, don’t expect the same level of performance immediately
- Help to welcome and integrate staff that have filled vacancies or bumped into your unit due to layoffs.
- Employees do not want to bump other employees and are concerned about how they will be received
- It is your responsibility to make it work unless there are extenuating circumstances

RELATED POLICY

- ✓ **Probation Period - 30-01-20-30:00**
- ✓ **Transfer Between Units - 30-01-20-35:00**
- ✓ **Layoff Policies for Staff Members
00-01-30-50:00**

ARTICLE XIV – STAFF MEMBER PERFORMANCE EVALUATION

SUMMARY

- ✓ Staff performance will be reviewed annually and fall into one of the following categories: “5,” “4,” “3,” “2,” “1”.
- ✓ Each staff member will be notified of the rating and given the opportunity to participate in formulating the performance standards and improvement goals for the next evaluation cycle.
- ✓ The staff member should be given copies of the evaluation and agreements for future standards and goals.
- ✓ Prior to receiving a “1” or “2”, the supervisor must notify the staff member of performance deficiencies in writing. The written notice should include a corrective action plan to remedy performance issues.
- ✓ If advance notice is not given, the employee will be given a 3-month period to improve performance and be re-evaluated.
 - If the re-evaluation results in a satisfactory rating, the previous evaluation will be void and expunged from the employee’s personnel file.
 - If the rating remains a “1” or “2”, the prior evaluation will be maintained along with the re-evaluation.
- ✓ Whether notification was provided will be the subject of any grievance brought by the employee. The performance rating itself is not subject to the grievance procedure.

COMMENTARY

- Performance Appraisals occur once a year, successful performance management is on-going (communicate, communicate, communicate)
- Performance Appraisal Ratings (1-5 Scale)
 - Performance ratings of 3 and above indicate fully satisfactory to exemplary performance.
 - Performance ratings of 1 or 2 put the employee at risk of termination.
 - A rating of 1 is equivalent to a suspension in the progressive discipline process.
 - An employee receiving a 1 or 2 should have some documented progressive discipline in their file before receiving a less than satisfactory rating.
- Focus on “truth in evaluation”, no one is served by providing a rating that doesn’t match performance.
- Beware of common rating errors: only rating the most recent performance; rating everybody the same; rating everything down the middle; avoiding difficult conversation by over-rating.
- Counseling/Counseling Notices are:
 - Part of the performance management process, **not** progressive discipline.
 - An opportunity to discuss your observations about performance or behavior that is impacting productivity or office morale.
 - Not meant to be punitive, but rather to inform the employee where improvement is necessary.
- Progressive discipline is meant to notify the employee of performance issues and give them an opportunity to improve prior to getting less than a 3 rating.
- The Performance Evaluation and Progressive Discipline Process must work together. Poor evaluations should be accompanied by some progressive discipline. High ratings should come in years where there has been little or no progressive discipline.
- Employees cannot grieve the Performance

RELATED POLICY

- ✓ **Performance Evaluation - 30-01-20-55:00**
- ✓ **Sanctions for Late Appraisal; - 00-01-10-18:00**