SUMMARY:

This document sets forth the policy and procedures by which the job performance of probationary and covered employees of the University are appraised.

POLICY:

THE LANGUAGE USED IN THE UNIVERSITY POLICIES AND PROCEDURES MANUAL DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE UNIVERSITY. THE POLICIES AND PROCEDURES MANUAL DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS, EITHER EXPRESSED OR IMPLIED. THE UNIVERSITY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS MANUAL, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

1246  EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM (EPMS)

I.  POLICY

A.  This document sets forth the policy and procedures by which the job performance of probationary and covered employees of the University are appraised, pursuant to regulations of the State Office of Human Resources. The provisions of this policy address the appraisal process of both probationary and covered employees. Although not mentioned specifically in this policy, employees exempt from coverage under the State Employee Grievance Procedure Act shall also be given annual performance appraisals.
B. The performance appraisal policy is designed to:

1. Increase efficiency through the annual planning of job duties, objectives and performance characteristics thereby helping employees improve their performance through prior knowledge of the expectations of their supervisors;

2. Provide information to employees, supervisors, and managers for use in work-related decisions such as recommendations for salary increases, promotions, reassignments, demotions, and terminations;

3. Provide assistance to management in assigning work and delegating responsibility based on a mutual understanding of the employee’s skills and abilities;

4. Encourage the continued growth and development of all employees;

5. Identify training needs; and


C. All employees who have completed probationary or trial periods will receive a review prior to November 1, the University’s universal review date.

D. Definitions

1. Universal Period

   November 1 marks the beginning of a new review period for all covered employees. (Exceptions: “Probationary” and “Trial” periods).

   a. Probationary Period

      The performance of each new employee will be appraised prior to the completion of the initial twelve months of service in the position.

   b. Trial Period

      The performance of each covered employee who has been demoted, promoted or reclassified to a position in a different class will be appraised prior to the completion of a six-month trial period in the position.
c. Short-Term Period

The performance for each covered employee who completes a probationary or trial period will be appraised prior to the universal review date of November 1.

2. Rater

The employee’s immediate supervisor who has direct experience or knowledge of the work being performed.

3. Reviewer

The employee’s next higher level supervisor.

E. Training

The University will provide training to supervisors and employees on the Performance Appraisal Process.

F. Levels of Performance

The Performance Appraisal Policy provides for three levels of performance to rate job functions, objectives, and overall performance:

1. Exceptional

   Work that exceeds the criteria of the job function throughout the rating period.

2. Successful

   Work that meets the criteria of the job function.

3. Unsuccessful

   Work that fails to meet the criteria of the job function.

G. Performance Characteristics shall not be rated by the three levels of performance, but shall be given a rating of pass or fail.

1. Pass

   Meets requirements.

2. Fails

   Fails to meet requirements.
II. PROCEDURE

A. Performance Planning Stage

1. At the beginning of each rating period, a performance plan will be completed. After conferring with the reviewer, the rater and the employee will determine the job functions, characteristics, objectives and success criteria on which the employee will be evaluated at the end of the review period.

2. Job Functions

The job functions (which include job duties and success criteria) will be determined by the employee’s position description. If the position description is not accurate, an updated one should be prepared and submitted to Human Resources and Equal Opportunity (HREO) for approval. The statement outlining the job function should include descriptive information about the performance expectations or success criteria. Success criteria should specify the expected level of performance necessary to receive a “Successful” rating.

   a. In instances where the rater and the employee cannot agree upon the job duties, the rater’s decision will be final.

   b. It shall be mandatory for all raters to be evaluated on the timely completion of each employee’s performance appraisal.

3. Objectives

   a. An objective should be included when the employee is assigned a special, non-recurring project or assignment that is not included on the employee’s position description and is expected to accomplish during the rating period.

   b. Performance objectives on which the employee will be rated may be chosen by the rater and employee.

   c. Success criteria (descriptive information about the performance expectations) must be developed for each objective. The success criteria should specify the expectations of the rater for the employee to be successful.

   d. Objectives are optional.
4. Performance Characteristics

a. Performance characteristics on which the employee will be rated may be selected from a list provided by HREO.

b. All supervisors must be rated on “Promoting Equal Opportunity” in their responsibilities of hiring, promoting, placing, supervising, purchasing or contracting.

c. Success criteria are not required for performance characteristics.

d. The performance characteristics section shall not be weighted in the determination of the overall performance rating.

5. At the conclusion of the planning stage, the job functions, performance characteristics and objectives are included on the performance review and signed by the reviewer, the rater, and the employee. The original plan document should be retained by the rater for use at the time of the actual rating. A copy should be given to the employee for reference during the appraisal period.

6. It is recommended that the rater and the employee review performance at the midpoint of the rating period to assess progress, to correct misunderstandings about expectations and to foster open communication between supervisors and employees.

B. Probationary Period Performance Appraisal

1. The performance of each new employee will be appraised prior to the completion of the initial year of service in the position. The initial twelve months of service is the probationary period and may not be extended.

2. Employees in probationary periods will attain covered status upon completion of the probationary periods. Until an employee has completed the probationary period and has a “Successful” or higher overall rating on the evaluation, the employee has no grievance rights under the State Employee Grievance Procedure Act.

3. If an employee is not performing successfully during the probationary period, the employee will be terminated before becoming a covered employee.

4. If the employee does not receive a performance appraisal prior to the performance review date, the employee will receive a “successful” rating by default and obtain covered status as a state employee and permanent status in the class.
5. After successful completion of the probationary period, an employee may receive a short-term planning stage and a short term review in order to move to the universal review period.

6. The “successful” rating is the equivalent to the “meets” performance rating referenced in the State Employee Grievance Procedure Act.

C. Trial Period Appraisal

1. The performance of each covered employee who has been demoted, promoted or reclassified will be appraised prior to the completion of a six month trial period in the position.

2. The trial period may be extended up to a maximum of ninety (90) calendar days prior to the end of the six month trial period provided there is written notice to the employee.

3. If an employee does not receive an appraisal prior to the end of the trial period and the trial period has not been extended, the employee will receive a “Successful” rating by default and obtain covered status in the new classification.

4. After successful completion of the trial period, the employee may require a short term planning stage and a short term review in order to move back to the universal review period.

5. An employee who has completed a successful trial period and obtained covered status in a classification retains covered status in the classification throughout his continuous service.

6. The “Substandard Performance Process” is not required to demote or reclassify downward an employee in trial status to the same class from which promoted, if the demotion or reclassification occurs within the trial period. The “Substandard Performance Process” is also not required to demote or reclassify downward an employee in trial status to a class in an equal or higher pay band from which promoted, if the demotion or reclassification occurs within the trial period. The employee in a trial period may not grieve such demotion.

7. An employee in the trial period may not be terminated or demoted to a class in a lower pay band than that from which he was promoted for performance reasons without following the “Substandard Performance Process.”
D. Annual Performance Appraisal

1. The performance of each employee who has met performance requirements during the probationary, trial or short term periods will be appraised prior to November 1, CCU’s universal review date.

2. The performance appraisal can be completed no earlier than ninety (90) days before the review date except in the case of a substandard performance. If an employee does not receive an appraisal prior to the review date, the employee will receive a “Successful” rating by default. The review date marks the beginning of a new performance period.

3. An employee on approved leave with or without pay for more than 30 consecutive workdays may have the performance review advanced up to 90 days after those first 30 workdays.

4. A covered employee may not be issued an overall “unsuccessful” appraisal at any time during the annual review period without following the “Substandard Performance Process.”

5. Performance appraisals will be completed by the employee’s rater who has first-hand knowledge of the work being performed. Prior to the review being given to the employee, the review will be discussed with the reviewer.

6. The reviewer may not change the appraisal completed by the rater, but may attach comments to the performance appraisal.

7. The appraisal must be signed by the reviewer, the rater, and the employee. If an employee refuses to sign the appraisal, a notation of the refusal will be made on the appraisal. If possible, the refusal should be witnessed by another employee and attested by his signature.

8. Performance appraisals will become a permanent part of the employee’s official personnel file.

9. Although not mentioned specifically in this policy, employees exempt from coverage under the State Employee Grievance Procedure Act shall also be given annual performance appraisals.

III. Substandard Performance

A. An employee whose performance is substandard will be given adequate notice and the opportunity to improve prior to termination, demotion, or reassignment and prior to the annual performance appraisal.
1. If during the performance period an employee is considered “unsuccessful” in any essential job function or objective which significantly impacts performance, the rater shall provide the employee with a written “Warning Notice of Substandard Performance”.

2. The notice must be in writing, addressed to the employee and labeled as a “Warning Notice of Substandard Performance.”

   a. The notice must list the following:

      1. performance deficiencies;
      2. ways to overcome the deficiencies;
      3. the period of time the employee will be given to improve (i.e. minimum of 30, maximum of 120 calendar days); and
      4. possible consequences if improvement is not satisfactory (i.e. reassignment, demotion, or termination).

   b. The rater and the employee should participate in drafting a work improvement plan. The work improvement plan should include a list of ways to improve the deficiencies and other appropriate performance related recommendations. In those instances where the rater and employee cannot agree upon the content of the work improvement plan, the rater’s decision shall be final.

   c. The notice is signed by the rater and the employee, or witnessed if the employee will not sign the notice. A copy will be placed in the employee’s official personnel file in HREO. Copies will be retained by the rater and the employee.

2. During the warning period the employee and the rater will have regularly scheduled meetings to discuss the employee’s progress. These meetings should be documented and included in the employee’s official personnel file in HREO and given to the employee upon request.

3. If the employee’s performance is rated “Successful” or higher, prior to the end of the warning period, notice of the improvement will be made on the “Warning Notice of Substandard Performance” document and employment will continue. If the employee’s overall performance as noted on the warning notice has not improved to a satisfactory level prior to the end of the warning period, the employee will be given a special performance appraisal and will be rated “Unsuccessful”. After receiving a rating of “Unsuccessful”, the employee will be removed immediately from the position through a demotion, reassignment, or termination.
4. Once a time frame for improving substandard performance has been given, the employee must be rated by the specified time or the employee will receive a “Successful” rating by default. The time frame for improving substandard performance may be extended, provided the extension does not allow the total warning period to exceed the maximum of 120 calendar days. Notice of the extension must be before the original time frame for improvement expires.

5. The warning notice cannot be issued less than 30 days prior to the employee’s review date.

6. If a rating of “Unsuccessful” is considered prior to the annual performance appraisal, the written “Warning Notice of Substandard Performance” will be given no fewer than 30 calendar days prior to the review date.

7. Any covered employee whose performance requires more than two substandard warning notices within 365 calendar days will be terminated upon receipt of the third “Warning Notice of Substandard Performance.”