

**ARTICLE 29
PERFORMANCE EVALUATION**

A. DEFINITION

Performance Evaluation is a constructive process to acknowledge the performance of a non-probationary career employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. EVALUATION OF EMPLOYEES

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the campus/hospital/LBNL determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary career employee does not receive the written evaluation, the employee's performance for the year period shall be deemed to have been satisfactory for the purposes of salary increase.
4. The annual period within which written performance evaluations of non-probationary career employees are to be provided shall be determined by the University on a campus by campus basis.
5. Except in the case of minor or non-substantive changes, the University will give at least forty-five (45) calendar days notice prior to implementing a new performance form or written performance standard and will provide a copy of the proposed form or written standard to UPTE.

C. NOTICE

1. An employee who receives an overall “needs improvement” rating shall have received notice of her/his deficiencies, including information about how to correct such deficiencies, prior to receiving such overall evaluation.
2. In the event an employee has not received notice of deficiencies in sufficient time to correct her/his deficiencies prior to receiving the overall “needs improvement” rating, s/he may request and, within thirty (30) calendar days shall receive, a re-evaluation of her/his performance. The thirty (30) day period may be extended by mutual agreement.

D. DISPUTES

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 10 - Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.
2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to Article 10 - Grievance Procedure of this Agreement, except as set forth in Section D.1. above.