ARTICLE 7
HIRING

1. The UNION shall be notified in writing whenever the CAMPUS or LABORATORY has an open position in the bargaining unit it intends to fill. The CAMPUS or LABORATORY will also notify the UNION of all open positions it intends to fill which directly supervise covered positions.

2. All job announcements for open positions covered by this Agreement and for positions that directly supervise unit positions will be posted in conspicuous locations at the CAMPUS and LABORATORY's Physical Plant Department headquarters.
   a. The UNIVERSITY shall have sole responsibility for the selection of an individual or individuals to fill an open position. Lead persons for the craft being hired shall be included in the selection process.
   b. Employees desiring to compete for promotional or transfer opportunities shall meet the minimum qualifications for the position in which they are interested. The applicants judged to be best qualified for open positions will be selected for these positions; however, in those cases where qualifications are essentially equal, special consideration will be given bargaining unit applicants to allow for promotional opportunities.
   c. A bargaining unit employee who has received notice of layoff from either the CAMPUS or the LABORATORY in accordance with the provisions of Article 19 of this Agreement may apply for an open position at the other location. The applicant judged to be best qualified for the open position will be selected for the position; however, in those cases where applicant's qualifications for the open position are essentially equal, special consideration will be given bargaining unit applicants during their period of recall eligibility.

3. Within seven days, the UNION will be notified via UC Mail of all new hires within the bargaining unit.

4. During the term of this Agreement the University will use various methods to procure the services of temporary maintenance workers based on situational requirements and constraints. One such method the University will use is to procure temporary maintenance workers directly from the union hiring hall.

In those instances in which the University uses the hiring hall, it will notify the appropriate union of its needs. Within two working days of the University's request, the union will refer a diverse pool of qualified applicants for the position or positions. The University is free to hire or reject the applicants referred through this process. If the University does not fulfill its staffing needs after the two-working day union-referral period, other recruitment sources will be utilized.

The use or non-use of the hiring hall shall not be subject to the grievance or arbitration procedure set forth in the collective bargaining agreement unless the exercise thereof violates an express written provision of the agreement.
An employee appointed to work full-time for three months or more is eligible to enroll in one of the University's health plans.

5. CAMPUS employees who desire to request a transfer within their classification and Department will submit a formal transfer request to their appropriate Associate Director. When an opening becomes available in the desired location/building or assignment, requests for transfer will be reviewed before people are hired or other employees are transferred to fill the open position. Laid off employees with preferential rehire or recall rights will be given first consideration for any opening. Before any decision to transfer is made, the CAMPUS will post the opportunity in all relevant shops for fourteen working days.

6. In recognition of the new CAMPUS policy permitting conversions to career status of those employees working in excess of 1,000 hours during specified periods, the following codifies the December 5, 2000, side letter between the CAMPUS and the UNION. The following provisions apply to the CAMPUS only.

   a. The working definition of a "permanent appointment" is not changed. It is an appointment established at a fixed or variable percentage of time at 50% or more of full-time which is expected to continue for one year or longer. "Career appointment" is the official University term identifying what our contract refers to as a "permanent appointment."

   b. Effective January 1, 2001, a "temporary appointment" is redefined as: an appointment established at any percentage of time, fixed or variable, during which the incumbent is expected to be on regular pay status for less than 1,000 hours in a 12-month period. "Limited appointment" will be the official University term identifying what our contract refers to as a "temporary appointment."

   c. A temporary appointment made after January 1, 2001, will convert to a permanent appointment when the incumbent has attained 1,000 hours of qualifying service in any 12 consecutive months without a break in service of at least 120 consecutive calendar days. The conversion to permanent status will be effective the first of the month after an employee attains 1,000 hours of qualifying service. For the purposes of this calculation only, "qualifying service" includes all time on pay status. Pay status does not include paid overtime or on-call hours.

   d. With reference to Article 27, Fringe Benefit Coverage, effective January 1, 2001, membership in the University of California Retirement Plan (UCRP) will begin the first of the month after an employee attains 1,000 hours of qualifying service (as defined above) during 12 consecutive months. From the entry date forward, the employees will accumulate service credit and will be eligible for UCRP benefits in accordance with Plan provisions.

   e. The automatic conversion to career status upon attaining 1,000 hours of qualifying service as provided in 7(c) above will not occur when an employee who was hired as a replacement for another person who is on an extended leave that exceeds 1,000 hours.