

## **ARTICLE 27 POSITIONS**

### **A. CAREER POSITIONS**

1. Career positions are positions established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, which are expected to continue for one (1) year or longer.
2. In addition, beginning on January 1, 2001 a career appointment may be established by conversion from a limited appointment pursuant to Section B.2. of this Article.

### **B. LIMITED APPOINTMENTS**

1. A limited appointment is established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one thousand (1,000) hours in a rolling twelve (12)-month period.
2. In the event that a limited appointment employee attains one thousand (1,000) hours of qualifying service within a rolling 12-month period, without a break in service of at least one-hundred twenty (120) consecutive calendar days, the incumbent's appointment shall convert to career. The University shall notify the employee of conversion.
  - a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/hospital/laboratory. Pay status shall not include on-call or overtime hours.
  - b. Such career conversion shall be effective on the first day of the month following attainment of one-thousand (1000) hours of qualifying service.
  - c. Any break in service of one-hundred twenty (120) days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.
3. Employees in limited appointments may have their appointment terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. An employee who is appointed to a limited appointment is automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

### **C. PARTIAL-YEAR POSITIONS**

1. General Provisions

Partial-year positions are career positions established with regularly scheduled periods during which the incumbents remain employees but are not at work. These scheduled periods during which employees are not at work are designated as furloughs and are without pay. Furlough periods are not to exceed a total of

three (3) months in each calendar year. Partial-year career positions may be established as nine-, ten- or eleven-month appointments.

- a. When calculating time in pay status during a calendar year the University shall include any period of time for which an employee receives pay for time worked, including compensatory time off, or for time on paid leave. Paid leave time includes sick leave, extended sick leave, vacations, holidays, or military leave with pay. The one-month's pay for extended military leave lump-sum payments for terminal vacation do not represent time on pay status.
- b. Whenever it appears that an employee will be unable to achieve nine (9) months on pay status in a calendar year, the University may assign the employee to perform additional work according to classification and skills in an attempt to achieve nine (9) months on pay status. Once an employee has reached her/his appointment rate, additional scheduling will occur in accordance with the needs of the University and the qualifications of the employees.

## 2. Distribution of Salary over the Year

Employees with partial-year career appointments may choose either to receive paychecks during pay periods worked only, or to distribute their pay so that they will receive twelve (12), or the biweekly equivalent, paychecks throughout the year. Employees who occupy partial-year career positions and who elect the pay over twelve (12) months option must occupy the partial-year career position at least nine (9) months or the biweekly equivalent before receiving pay during the furlough period.

## 3. Benefits

- a. An employee in a designated partial-year career position shall be provided the University's contribution to the cost of University-sponsored life, medical, vision, dental, and disability while s/he is on furlough for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution. For medical plans, which require an employee contribution, employees on furlough must remit to the University the amount of the employee's contributions for the plan to remain in force.
- b. Time on furlough is not qualifying time for service computation for seniority or for vacation leave, sick leave, or holiday pay when furloughed absences exceed twenty (20) days in a month.

## 4. Reassignment

The reassignment of an employee in a full-time career position to a partial-year position or to a part-time position at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 13, Layoff and Reduction in Time.

## **D. PER DIEM POSITIONS**

### **1. Definition**

- a. This Article sets forth the terms and conditions of Per Diem employment. Requirements for maintaining Per Diem Employee status are established by the University, and may vary at each location. Per Diem Employees are those employed in University title codes as listed in Appendix A-1, A-2, and A-3. Per Diem Employees are neither career nor limited appointment employees. Standards of the University's position descriptions must be met as follows:
  - i. Per Diem Employee work assignments add to or substitute for career and limited appointment employees on a pre-scheduled basis or as needed on a day-to-day basis, as determined by the University. Per Diem Employees may be scheduled or not scheduled, or called off from a pre-established schedule. Additionally, a Per Diem Employee's eligibility for scheduling may be discontinued at any time at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as set forth in Section D.3. of this Article.
  - ii. Per Diem Employees are not eligible for benefits under Article 40, University Health and Welfare Benefits. Night rates for Per Diem employees may include shift differential. Per Diem Employees are not eligible for paid time off such as vacation, sick leave, holidays, leaves of absence, or educational leave. At the mutual agreement of the University and the Per Diem Employee, her/his Per Diem Employee status may be temporarily held in abeyance. The University will not unreasonably deny a Per Diem Employee's request that her/his status be held in abeyance for family care purposes.

### **2. Coverage**

Per Diem Employees are covered by the following Articles of this Agreement: Article 2 - Access, the related portion of Article 5 - Compensation, Article 7 - Dues Deduction, Article 9 - Health and Safety, Article 11 - Hours of Work section B.5.c., Article 12 - Job Posting, Article 16 - Management Rights, Article 21 - No Strikes, Article 22 - Nondiscrimination in Employment, Article 24 - Parking, Article 26 - Personnel Files, Article 27 - Positions, Article 30 - Reasonable Accommodation, Article 32 - Release Time for Bargaining, Article 34 - Severability, Article 43 - Waiver, Article 44 - Work Rules, Article 47 - Duration. Per Diem Employees may use the grievance and arbitration procedures of this Agreement only with respect to alleged violations of those Articles that cover them, except as set forth in Section D.3. of this Article.

3. Special Per Diem Rights

Effective January 1, 2002 and as amended March 30, 2007, Per Diem employees who work one-thousand (1,000 hours) (seven hundred-fifty (750) hours for Student Health Center Per Diem employees) exclusive of overtime and on-call hours, within the following twelve-month (12 month) period, and who provide the University with a commitment to work in the future at least fifty percent (50%) time, will be eligible for coverage by Article 6 – Corrective Action, Discipline and Discharge and the related portions of Article 3 – Arbitration Procedure and Article 8 – Grievance Procedure.

- a. Failure to comply with the minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 8 – Grievance Procedure.
- b. In the event a Per Diem employee rescinds her/his fifty percent (50%) work commitment, or fails to work fifty percent (50%) time or one-thousand (1000) (seven hundred-fifty (750) hours for Student Health Center Per Diem employees) hours as scheduled within a twelve (12) month period, s/he waives her/his right to Articles 3 – Arbitration Procedure, 6 – Corrective Action, Discipline and Discharge, and 8 – Grievance Procedure.

4. Overtime

Overtime will be paid at the time and one-half (1-½X) overtime rate in accordance with campus practices.

5. Reporting

a. Requirements

Where required, the Per Diem Employee shall call in to verify the availability of work prior to reporting for work. Where the Per Diem Employee is not required to call in to verify the availability of work, the campus/hospital/laboratory shall notify the Per Diem Employee of the unavailability of work in advance of her/his scheduled report time by telephoning the Per Diem Employee at the Per Diem Employee's last known telephone number. It shall be the responsibility of the Per Diem Employee to inform the University of any change of telephone number.

b. Reporting Pay/Work

A Per Diem Employee who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any work to which s/he may be alternately assigned by the University for the duration of the assignment. If no alternate work is available, the Per Diem Employee shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the Per Diem Employee of the unavailability of work, or where the

Per Diem Employee has not called in to verify the availability of work when required to do so, work or pay need not be provided.

6. Premium Pay for Work on Specified Holidays

A Per Diem Employee who works on Christmas Day shall be paid at the rate of time and one-half (1-½X) the regular rate of pay for the hours actually worked.

7. Worker's Compensation

A Per Diem Employee who is injured on the job may apply for Workers' Compensation.

8. Professional Development

- a. Per Diems are encouraged to pursue professional development and education in relation to their career in health care.
- b. Per diems shall be reimbursed for the costs of educational programs that are required and approved by the university. Time spent in such educational programs shall be considered time worked.
- c. A per diem shall pay the same fees as other health care professionals at his/her campus/hospital/laboratory for continuing education in health care professional courses sponsored by the University/Medical Center departments at his/her location.

9. Service Credit On Hire Into Career Status Position

Per diem HX Unit employees who have worked at least sixty (60) shifts in the six (6) months immediately prior to being hired into a career position in the same area will have three (3) months credit applied against the continuous service requirement for completion of the probationary period. Further evaluations conducted during per diem status, or other information obtained by University management, may serve in lieu of the three (3) month probationary period evaluation.

**E. REHIRED RETIREES**

Rehired Retirees working in positions covered by this unit will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.

**F. LAWRENCE BERKELEY NATIONAL LABORATORY**

The definitions of temporary and indeterminate positions in effect at PERB's certification of UPTC-CWA Local 9119, on September 15, 1999, shall remain in effect.