

ARTICLE 02 APPOINTMENTS

- A.** Career appointments are established for a fixed or variable percentage of time at 50% or more FTE and are expected to continue for one year or longer.
- B.** Partial-year appointments are career appointments 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.
 - 1. Furlough periods are not to exceed a total of three (3) months in each calendar year. Partial-year positions shall be established as 9, 10, or 11 month positions.
 - 2. 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, or for time on paid leave. Paid leave time includes compensatory time off, sick leave, extended sick leave, vacations, holidays, or military leave with pay. Lump-sum payments for terminal vacation do not represent time on pay status
 - 3. 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.
 - 4. An employee in a designated partial-year career appointment shall be provided the University's contribution to the cost of applicable University-sponsored benefits in accordance with the provisions of Article 34 – University Benefits. For health plans which require an employee contribution, employees on furlough must remit the amount of the employee's contributions in accordance with the applicable plan rules to remain in force.
 - 5. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.
 - 6. Time on furlough does not constitute a break in service; however, it is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.
 - 7. 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 12 – Layoff and Reduction in Time.
- C.** Limited appointments are 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 12-month period.

1. In the event that a limited appointment employee attains 1,000 hours of qualifying service within a rolling 12-month period, without a break in service of at least 120 consecutive calendar days, the incumbent's appointment shall convert to career.
 - a. Qualifying service includes all time on pay status in one or more limited appointments at the location. 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 1,000 hours of qualifying service.
 - c. Any break in service of 120 consecutive calendar days or longer shall result in a new 12-month period for purposes of calculating the 1,000-hour requirement.
 - d. Employees in limited appointments may be released or have their time reduced at the sole discretion of the University. An employee in a limited appointment will be automatically released as of the last day of the appointment unless there is an earlier separation or formal extension of the appointment.
 - e. Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the sole purpose of denying them career status. An allegation that a limited appointment employee is terminated for the sole purpose of denying career status is grievable and arbitrable.
 - f. The automatic conversion to career status, as provided in Section C.1 above, will not occur when one or more of the following occur:
 - i. A limited appointee is hired to replace an employee on leave that exceeds 1,000 hours. If the employee on leave does not return from leave, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1,000 hours; except that nothing in this subparagraph precludes the University from releasing the limited appointee prior to the anticipated return date of the employee on leave.
 - ii. The employee was hired specifically to work on a short-term project lasting no more than one year or the position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for 18 months or less at any percent of time. In the event the position is funded beyond 18 months, the limited appointee shall be converted to career retroactive to the first of the month following attainment of 1,000 hours; except that nothing in this Subparagraph precludes the University from releasing the limited appointee prior to the effective date of the funding extension.

D. Temporary employment pools or programs (TEP) are established and operated by locations' human resource departments to serve staffing needs at the sole discretion of the University.

1. The primary goal of the temporary employment program (TEP) is to provide immediate administrative and technical support services to the University departments. Departments utilize TEP employees to complete special projects, to respond to workload fluctuations that are unusual or episodic in nature, to fill in for employees who are on leave, or to fill in during a recruitment period.

2. A second goal is to provide the locations with a viable source of candidates for its career and limited appointments.
3. Individuals employed in temporary employment pools shall be appointed to a floater appointment.
 - a. A “floater appointment” is an appointment reserved for use in temporary employment pools, established at any percent of full time up to thirty-six (36) months in duration.
 - b. A floater appointee is not a career, limited appointment, or per diem employee.
 - c. A floater appointee is “at will” and may be released from a temporary employment pool without just cause. Receiving a floater appointment is not a guarantee of work. Floater appointees may be scheduled or not scheduled or released from any assignment at the University’s sole discretion.
 - d. Upon the commencement of a floater appointment, the floater appointee will receive a letter advising them that, although a floater appointment may be terminated at any time, floater appointments may not be extended beyond thirty-six (36) months. The letter will further inform the floater appointee that if they choose not to be available for work for a period of 120 days or more, they can notify the University in advance, ending their appointment and taking a break in service. The letter also will inform the floater appointee that they must reapply in order to be readmitted to the TEP.
 - e. The parties agree that the utilization of floater appointees in accordance with Sections D.1 or D.2 above are a permissible use of TEP employees. The parties further agree that it is a misuse of the TEP program to utilize a floater appointee in the same assignment in the same department doing the same work for more than 1,500 hours in twenty-four (24) months. Further, the use of successive floaters in the same assignment in the same department doing the same work shall create an inference that the University’s use of floaters is not consistent with Sections D.1 or D.2. The following exclusions apply:
 - i. Exclusion One: Floater appointees may serve for more than 1,500 hours in one floater assignment if the floater appointee is assigned to replace an employee on leave that exceeds 1,500 hours. If the employee on leave does not return from leave, the floater appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours, except that nothing in this Subparagraph precludes the University from releasing the floater appointee from the assignment prior to the anticipated return date of the employee on leave.
 - ii. Exclusion Two: Floater appointees may serve for more than 1,500 hours in one floater assignment if the position into which the floater appointee is assigned is not an “ongoing” position, in that the position is established and funded for eighteen (18) months or less at any percent of time. In the event the position is funded beyond eighteen (18) months, the floater appointee shall be converted to career retroactive to the first of the month following attainment of 1,500 hours; except that nothing in this subparagraph precludes the University from releasing the floater appointee from the assignment prior to the effective date of the funding extension.

- f. A floater appointee does not work 1,500 hours or more in any one assignment within the meaning of this Article (even if the floater appointee accrues a total of 1,500 or more hours during their floater appointment), if the 1,500 hours is accrued as a result of working in several short-term assignments.

4. Conversion to Career

- a. If a floater appointee is allowed to serve in their floater appointment for a period of more than thirty-six (36) months without a break in University service of one-hundred twenty (120) consecutive calendar days, the floater appointee shall be converted to a career appointment on the first day of the month following completion of the 36-month floater appointment.
 - b. If a floater appointee has a break in University service for a period of 120 consecutive calendar days, that individual may be re-hired into a new floater appointment.
 - c. If during their 36-month floater appointment, a floater appointee serves in one floater assignment in the same department doing the same work for more than 1,500 hours, they shall be converted to a career appointment on the first day of the month following completion of 1,500 hours in one assignment, unless one or both of the exclusions enumerated in Sections D.3.e.i or D.3.e.ii of this Article are applicable.
 - d. A floater appointee who automatically converts to a career appointment because they have worked at least 1,500 hours in the same position in the same department shall receive three (3) months credit applied against the probationary period of the new career appointment.
 - e. Nothing in this Article shall otherwise prevent a floater appointee from attaining a career, limited appointment or other position through the recruitment process or other processes.
5. Employees in floater appointments will receive Health and Welfare benefits in accordance with University Benefit Eligibility rules. DCP contributions shall be required.
6. Floater appointees are assigned to title codes covered by this Agreement and are covered by the following Articles of this Agreement: Recognition, Appointments, Health and Safety, Holidays, Leaves of Absence Section C.1, Management Rights, New Technology, No Strikes/No Lockouts, Non-Discrimination in Employment, Parking and Transit, Personnel Files, Reasonable Accommodation, Respectful Work Environment, Sea Pay, Severability, Sick Leave, Travel Reimbursement, Union Access and Rights, Union Security, Vacation Leave, Wages, Waiver, Work-Incurred Injury or Illness, Workload/Hours of Work, Workspace Materials, and Duration. Floater appointees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section. An allegation that a floater appointee has been utilized in a manner inconsistent with Section D.1 or D.2 shall be grievable and arbitrable.
7. The University shall notify the Union at least forty-five (45) calendar days prior to establishing a temporary employment pool (TEP) operated by the human resources department at a location that does not have an existing TEP as of the ratification date of this Agreement. Upon receipt of a timely written request from the Union, the location shall

meet and confer regarding the establishment of the temporary employment pool prior to implementation.

8. Employment Information Lists

- a. The University shall continue to post on its FTP site, information for all floater appointees. The information shall include, but not be limited to, the type of information posted as of the ratification date of this Agreement.
- b. In addition to the information posted on the FTP site, within 90 days following the ratification date of this Agreement, locations with floater appointees shall provide the Union with the following information for all individuals in floater appointments: lived name, assignments held within preceding six (6) month period and number of hours worked in each assignment. Thereafter, the locations with floater appointees shall provide this information to the Union on a quarterly basis.

E. Per diem appointments exist only in the Health Educator series and are established at any percentage of time regardless of the duration of the appointment and are neither career nor limited appointment employees. The University agrees to provide forty-five (45) calendar days notice to the Union and, upon request, meet and confer prior to expanding per diem appointments to a series where such appointments do not currently exist. Requirements for maintaining per diem employee status are established by the University and may vary at each location. Standards of the University's position descriptions must be met as follows:

1. Per diem employee work assignments shall complement 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.
2. In accordance with Article 27 – Sick Leave, per diem appointments receive eight (8) hours of sick leave per calendar year and do not accrue sick leave. This sick leave will be credited and available for use on the next working day following the employee's first monthly or quadriweekly pay cycle. A new allotment of eight (8) hours of sick leave is subsequently provided each January 1 thereafter. Eligible employees with per diem appointments will carry over any unused sick leave from one year to the next, except that the maximum amount of sick leave that an eligible employee with a per diem appointment can have at any time is sixteen (16) hours. Eligible employees with per diem appointments may use up to a maximum of sixteen (16) hours of sick leave in a calendar year.
3. A per diem employee who is injured on the job may apply for Workers' Compensation in accordance with Article 38 – Work-Incurred Injury or Illness.
4. Per diem employees are not eligible for benefits under Article 34 – University Benefits. Per diem employees are not eligible for paid time off such as vacation, sick leave (with the exception of sick leave provided in accordance with Section E.2, holidays, leaves of absence, or educational leave.
5. Per diem employees are covered by the following Articles of this Agreement: Recognition, Appointments, Health and Safety, Management Rights, No Strikes/No Lockouts, Non-Discrimination in Employment, Reasonable Accommodation, Respectful Work

Environment, Union Access, and Rights, Union Security, Wages, Waiver, Work-Incurred Injury or Illness, Workload/Hours of Work, Workspace Materials, and Duration. Per diem employees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section.

F. All contract employees will be converted to career or limited status employees within one hundred and twenty (120) days of ratification of this Agreement. Subsequently, newly-hired employees shall not be placed into contract appointments.

1. Employees who have attained 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, shall have their appointment converted to a regular career position. All remaining contract employees will be converted to limited appointments and will be subject to this Article.
2. Hours for determination of eligibility for conversion to career or limited appointment shall include hours of qualifying service in the rolling twelve (12) month period immediately preceding the ratification date of the Agreement.
3. Qualifying service includes all time on pay status in one or more contract appointments at the location. Pay status shall not include on-call or overtime hours.
4. Under no circumstances shall the effective date of conversion to limited or career under this Article be earlier than the ratification date of the Agreement.
5. A contract employee who has met the criteria in Section F.1 for conversion to career status and who has worked in the same contract appointment in which they are directly converted will have such time in that appointment applied against the probationary period for the new career appointment. For the purposes of this provision, "same appointment" means an appointment in the same department/unit and with the same duties as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous contract appointment.
6. An employee in a contract appointment who has at least six (6) months of continuous service at fifty percent (50%) time or more in a contract appointment who is converted in accordance with Section F.1 to a career position with substantially similar job duties shall have three (3) months service credit toward completion of their probationary period in the new career position.

G. EMPLOYMENT INFORMATION FOR CONVERTED EMPLOYEES

Upon conversion from contract, limited, or floater appointments to a career appointment, the University shall provide employees with Employment Information as outlined in Article 05 – Employment Information no later than seven (7) business days after the effective date of conversion.