

**ARTICLE 31  
POSITIONS /APPOINTMENTS**

**A. CAREER APPOINTMENTS**

1. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and are expected to continue for one (1) year or longer.
2. A career appointment may also 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 1,000 hours of qualifying service within a rolling twelve (12) months, 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 the eligibility for conversion.
  - a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/hospital/LBNL. 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 one thousand hour (1000-hour) requirement.
3. The automatic conversion to career status, as provided in Section B.2. above, will not occur when:
  - a. An employee who was hired as a replacement for another person who is on an extended leave that exceeds one thousand (1,000) hours; or
  - b. The position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for less than a year at any percent of time, or

- c. The funding for the position is “one time” funding, of eighteen (18) months or less, or
  - d. The employee was hired specifically to work on a short-term project lasting no more than one year.
- 4. 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.
  - 5. An employee who is appointed to a limited appointment will be automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.
  - 6. The release of casual employees for the sole purpose of avoiding career status is inconsistent with the University’s intent.
  - 7. The reduction in time of a casual employee who is approaching career conversion, and the subsequent splitting of their position into two lesser positions, done for the sole purpose of avoiding the employee’s career status is inconsistent with the University’s intent.
  - 8. Employees in limited appointments are at will, except that that University will not terminate limited appointment employees for the purpose of denying them career status. The termination of a limited appointment because the position lacks funding or for other work-related reasons, does not constitute a termination designed to deny a limited appointment career status.

**C. REASSIGNMENT**

The reassignment of an employee in a full-time career appointment to a partial-year appointment, to a part-time career appointment, or to a limited appointment, 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 16 - Layoff and Reduction in Time.

**D. PARTIAL-YEAR APPOINTMENTS**

**1. General Provisions**

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.

Furlough periods are not to exceed a total of three (3) months in each calendar year.

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.

**2. Pay**

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 bi-weekly 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 bi-weekly equivalent) before receiving pay during the furlough period.

**3. Benefits**

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 4 - 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.

4. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.

5. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.

**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. PER DIEM APPOINTMENTS**

1. Per Diem appointments are appointments at any percentage of time regardless of the duration of the appointments. These appointments are

established to complement career and limited appointments when necessary to maintain appropriate staffing of the University.

2. Employees who are in per diem title codes are covered by per diem salary rates, established at fifteen percent (15%) over the midpoint of the range.
3. Employees in per diem appointments may be disciplined, released or have their time reduced at the sole discretion of the University and without recourse to Article 10, Grievance Procedure or Article 3, Arbitration Procedure of this Agreement, except as set forth in Section G.4. of this Article.
4. Special Per Diem Rights

Per Diem employees who work on thousand (1,000) hours, exclusive of overtime and on-call hours, within a twelve (12) month period, and who provide the University with a commitment to work in the future at least 50% time, will be eligible for coverage by Article 7 – Corrective Action/Discipline and Dismissal and the related portions of Article 3 – Arbitration Procedure and Article 10 – Grievance Procedure. a. failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 10 – 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 (1,000) hours as scheduled within a twelve (12) month period, s/he waives her/his right to Articles 3 – Arbitration Procedure, 7 – Corrective Action/Discipline and Dismissal, and 10 – Grievance Procedure. 5. Use of Article 10 – Grievance Procedure, and Article 3 – Arbitration Procedure of this Agreement by employees in Per Diem positions is limited to alleged violations of the Wage, Overtime, and Work Rules provisions of the Agreement. G

#### **G. LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL)**

1. The definitions of career, limited, term and rehired retiree appointments that are currently in effect at the Laboratory shall remain in effect.
2. When a vacant position is designated as a term appointment, the Laboratory shall provide a notice to UPTe at least five (5) working days before the proposed date of posting. The notice to the union shall include the business reason(s) for the term appointment designation. Upon UPTe's request, the parties shall meet to discuss the union's concerns. If a meeting is requested during the notice period but cannot reasonably be scheduled prior to the proposed posting date, posting may be delayed up to two (2) weeks to allow time for such a meeting to occur.

3. Term appointments apply to staff hired to work on a specified project of clearly limited duration for six (6) months to three (3) years. If the initial appointment is between six (6) and twelve (12) months, the individual must be on a fixed one hundred percent (100%) schedule. If the initial appointment is one (1) year or more, the appointment must be fixed at fifty percent (50%) time or more. Time spent in term appointments is cumulative.
4. Extensions of term appointments beyond three (3) years, to a maximum of five (5) years, will be considered on a case-by-case basis and require an explicit written agreement between LBNL and the President of UPTE Local 184 or designee.
5. Term employees do not serve a probationary period, unless the initial appointment is for longer than one (1) year.
6. Term employees are not eligible for career-related or educational enrichment programs described in Article 8 – Development and Training of this agreement. Term employees are eligible for time off with pay for class attendance and reimbursement of course fees for position-related programs when such training is specifically determined by Lab management to be necessary for them to perform their respective assignments.
7. The layoff and severance provisions described in Article 16 – Layoff and Reduction in Time of this agreement do not apply to term employees.
8. Employees in term appointments are automatically terminated as of the last day of their appointment unless there is a written notice of extension of the appointment. Employees in term appointments may be terminated before the end of their appointment for disciplinary reasons or substandard performance. The appointment may also be terminated early for lack of funds, lack of work, or changes in operational/business needs in which case, whenever possible, an employee should be given at least thirty (30) days' advance written notice that his/her appointment will be terminated. The early termination of a term appointment is not grievable or arbitrable.
9. Once a position has been designated as a term appointment per #2 above, the posting of any additional term appointments supporting the same project requires an explicit written agreement between LBNL and the President of UPTE local 184 or designee if the appointment dates of the positions overlap.
10. LBNL will provide UPTE with an annual term appointment report. Each year's report will be due by the end of January for the prior calendar year. The report will include the number of term appointments filled, the number of term appointments extended beyond the initial term, the number of term appointments converted to career, and the number of career positions filled during the calendar year.