

**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 12 months, without a break in service of at least 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/laboratory/hospital. 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 1000 hours of qualifying service.
 - c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 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 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 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.

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.

A. LAWRENCE BERKELEY NATIONAL LABORATORY

The definitions of career, limited, term and rehired retiree appointments that are currently in effect at the Laboratory shall remain in effect.

B. 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 1,000 hours, exclusive of overtime and on-call hours, within a twelve-month (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 50% time or 1000 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.