

ARTICLE 4 POSITIONS AND APPOINTMENTS

A. Career Appointment: A career appointment is an appointment established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and is expected to continue for one (1) year or longer.

B. Limited Appointment: A limited appointment is an appointment established at any percentage of time, fixed or variable, during which a doctor is expected to be on pay status for less than one thousand (1,000) hours in a twelve (12) month period.

1. A limited appointment shall be designated as a career appointment when the incumbent has attained one thousand (1,000) hours of qualifying service in any twelve (12) consecutive months without a break in service of at least one hundred twenty (120) consecutive calendar days. Qualifying service includes all time on pay status in one or more limited appointments. Such career designation shall be effective the first month (in accordance with relevant payroll cycles) following attainment of one-thousand (1,000) hours of qualifying service.

If an employee who converts from a limited to a career appointment has the same supervisor immediately after the conversion, the time served in the limited appointment under that supervisor shall be credited towards completion of the employee's probationary period in the new career appointment. The University shall provide written notification to the doctor of such conversion.

2. The automatic conversion to career status pursuant to §B.1., above, will not occur when:
 - a. An employee is hired as a replacement for another person who is on an extended leave and the replacement employee 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.
3. Doctors 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.

4. 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 written extension of the appointment. The University shall notify doctors in limited appointment of the expected end date of their appointment as soon as practicable.

C. Partial-Year Career Appointment: A partial-year career appointment is established to accommodate foreseeable seasonable fluctuations in staffing, budgetary, operational, or other needs. A partial-year career appointment contains regularly scheduled periods, not to exceed three (3) months per calendar year, during which the incumbent remains an employee but is not at work (furlough). Furlough periods need not be consecutive in time.

1. Employees holding partial-year career appointments may choose to receive paychecks during working months only or, alternatively, to spread paychecks over twelve months (or the biweekly equivalent). 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.
2. Employees holding a 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 20 – University Benefits. For health plans which require an employee contribution, doctors on furlough must remit the amount of the employee's contribution in accordance with the applicable plan rules to remain in force. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.
3. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.
4. This §C.4. is for information purposes only. Specific eligibility and benefits are governed entirely by the terms of the University's UCRS Plan Documents. Pursuant to Article 20 - University Benefits, the University may, at its sole discretion during the term of this Agreement, alter its retirement system plans. The alterations will apply to eligible employees in the same manner as they apply to other eligible policy-covered staff.
 - a. In a manner consistent with the current Retirement Plan Documents and Regulations, the amount of Service Credit earned under the UCRP for any month by a staff Member with a 9-, 10-, or 11-month partial year appointment who works full-time shall be equal to one-ninth, one-tenth, or one-eleventh, respectively, of a year of Service Credit.
 - b. In a manner consistent with the current Retirement Plan Documents and Regulations, the amount of Service Credit earned under the UCRP for any

month by a staff Member with a 9-, 10-, or 11-month appointment who works less than full-time shall be equal to one-ninth, one-tenth, or one-eleventh, respectively, of a year of Service Credit multiplied by percentage of time worked.

D. Reassignment

The involuntary reassignment of a doctor in a full-time career appointment to a partial year career appointment or to a part-time appointment at a fixed or variable percentage of time is a reduction in time and must be carried out in accordance with the provisions of Article 29 – Layoff and Reduction in Time.

E. Per Diem Appointment: A Per Diem appointment is one that adds to or substitutes for career and limited appointments on a pre-scheduled basis or as needed on a day-to-day basis as determined by the University.

1. Per Diem employees are those employees in University title codes 6003, 6004, 6005, 6009, 6010, and 6011.
2. Per Diem appointments may be at any percentage of time and any duration.
3. Employees who hold Per Diem appointments may be scheduled or not scheduled or called off from a pre-established schedule. Additionally, Per Diem employees' eligibility for scheduling may be discontinued at any time without notice and without cause at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.
4. Requirements for maintaining per diem status are established by the University and may vary by location. Upon the mutual written agreement of the University and the Per Diem doctor, the employee's Per Diem status may be temporarily held in abeyance.
5. Per Diem employees are excluded from participation in the group insurance and retirement programs sponsored by the University, except as otherwise provided in the UCRP Plan Documents and Regulations.
6. Per Diem employees are not eligible for paid time off such as vacation, sick leave, holidays or educational leave.
7. Probationary Period For Per Diems Hired Into Career Appointments

A per diem doctor who has worked at least the equivalent of sixty (60) full-time shifts in six (6) consecutive months in the same position to which he or she is subsequently appointed as a career employee shall have three (3) months credited

toward completion of the probationary period, provided that the sixty (60) full-time shifts in six (6) consecutive months immediately precede the career appointment.

8. Seniority Credit Upon Conversion to Career Status

A per diem doctor who converts to career status will receive seniority credit for per diem service to the following extent: After conversion to career status, the doctor's date of hire for seniority purposes will be adjusted according to the number of hours worked as a per diem as a percentage of full time service based on 2088 hours per year. However, the period of per diem service to be considered will be limited to twenty-four (24) months prior to the date of conversion. For example: Total Per Diem hours in last twenty-four (24) months divided by 2088 (or 2080, depending on HRIS), equals X%. X% is then multiplied by 365 to get the number of days that shall be credited as seniority upon conversion to career status.

9. Schedule Cancellations

- a. When a Per Diem doctor is scheduled to work but it is subsequently determined that no work is available for the Per Diem employee, the University shall notify the Per Diem by telephoning him/her at the phone number provided. It shall be the responsibility of the Per Diem employee to inform the University of any changes to his/her telephone number.
- b. In the event a Per Diem doctor's scheduled shift is cancelled and the University did not telephone the employee in advance of the cancellation, the affected doctor shall perform any in-unit work that may be assigned or shall be provided two (2) hours pay in lieu of work. Pay in lieu of work need not be provided where the University made an effort to contact the employee in advance of the cancellation.

11. Required Participation in Educational/Training Programs

Where the University requires the participation of a Per Diem employee in a particular training or educational session/program, time spent in such training or educational program shall be considered time worked. Enrollment costs, if any, shall be paid by the University.

12. Workers' Compensation

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

13. Per Diem Employees are covered by the following Articles of this Agreement: Article 27: Leaves of Absence; Article 41: Defense and Indemnification of

Employees; Article 37: Publication of the Memorandum of Understanding; Article 16: Doctors' Staff Meeting; Article 45: Duration; Article 21: Health and Safety; Article 14: Policies, Bylaws and Past Practice Not Covered by Agreement; Article 39: Management Rights; Article 6: Multiple Appointments; Article 42: No Strikes/No Lockouts; Article 3: Nondiscrimination in Employment; Article 48: Parking; Article 38: Payroll Deduction; Article 12: Official Personnel File; Article 46: Release Time for Bargaining; Article 4: Positions and Appointments; Article 10: Probationary Period, Section B.3., only; Article 17: Professional Judgment; Article 30: Reasonable Accommodation; Article 1: Recognition; Article 19: Compensation; Article 9: Secure Prescription Pads; Article 43: Severability; Article 28: Subcontracting; Article 47: Travel Reimbursement; Article 36: UAPD Rights; Article 44: Waiver; Article 13: Work Rules. Per Diem employees may use the grievance and arbitration procedures of this Agreement to the extent permitted in the Articles cited immediately above only with respect to alleged violations of those Articles that cover them.