

1                   **ARTICLE XX – NONPERMANENT AND INTERMITTENT EMPLOYEES**

2   Only the following language in this Article applies to the Nonpermanent and Intermittent  
3   Employees and shall constitute the whole agreement between the Union and the University  
4   regarding these employees.

5   **XX.1. Definitions.**

- 6           A. A Nonpermanent position can be created when any of the following conditions are met:  
7               1) The UW is actively recruiting to fill a vacant position with a permanent position;  
8               2) The UW needs to address a short-term immediate workload peak or other short-  
9               term needs;  
10              3) The UW is not filling a position with a permanent position due to the impending or  
11              actual layoff of a permanent employee(s);  
12              4) The UW is filling positions when a worker is on a leave-of-absence; or  
13              5) Temporary project.

14                   A nonpermanent appointee must have the skills and abilities required for the position.  
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17   **B. Intermittent Positions**

- 18           A. An Intermittent position exists when the nature of the work is sporadic and does not fit a  
19           particular pattern.  
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21           B. If an employee in an intermittent appointment has been working a fixed number of hours  
22           every week for a period of at least twelve (12) months, the Employer will convert the  
23           appointment to nonpermanent fixed duration appointment for no more than an additional  
24           six (6) months. If the work is on-going the Employer may also convert the position to a  
25           regular appointment.  
26

27   **XX.2 Types of Nonpermanent Positions:**

- 28           A. Nonpermanent Hourly  
29           B. Nonpermanent Fixed Duration

30                   Employees in Nonpermanent Fixed Duration positions are considered regularly  
31                   scheduled and assigned a schedule with a fixed number of working hours in a  
32                   workweek. Nonpermanent Fixed Duration positions with varying work days are  
33                   considered scheduled.

34                   Employees in Intermittent and Nonpermanent Hourly positions are considered  
35                   nonscheduled and are not assigned a fixed schedule or amount of working time in a  
36                   workweek.

1 If at any time during a Nonpermanent Hourly appointment, the employee starts working  
2 a fixed number of hours each work week for multiple weeks in a row, upon request the  
3 appointment designation will change to Nonpermanent Fixed Duration.

#### 4 **XX.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:**

- 5 A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration  
6 appointment cannot exceed twelve (12) months from the hire date but may be extended  
7 to no more than twenty-four (24) months if the conditions in XX.1 A-E still exist.  
8 Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly  
9 appointments as long as any subsequent appointment is to a different position.  
10  
11 B. Conclusion of the appointment will be at the discretion of the University, including  
12 termination of appointment prior to its originally intended expiration date, and will not be  
13 subject to Articles XX (Grievance Procedure) and Article XX (Seniority, Layoff, Rehire) of  
14 the contract.  
15  
16 C. If the employee is not a permanent state employee, the employer must give one work  
17 days' notice prior to conclusion of the appointment. A Nonpermanent appointment may  
18 be terminated immediately with pay in lieu of the one work day of notice required for  
19 Nonpermanent Employees.  
20  
21 D. If at any time during a Nonpermanent appointment, a short-term workload peak or other  
22 short term need becomes ongoing and permanent in nature, the Employer must take  
23 action to fill the position on a permanent basis.  
24  
25 E. Nonpermanent Fixed Duration or Nonpermanent Hourly appointments will not be made  
26 to permanently replace permanent positions that are vacant.  
27  
28 F. Time worked in a Nonpermanent Fixed Duration or Nonpermanent hourly appointment  
29 will count towards seniority for employees who are appointed to a regular classified  
30 position without a break in service in accordance with article 38.1.A.

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#### 33 **XX.4 Hours of Work and Overtime.**

- 34 A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the  
35 employing official. Work assigned in excess of forty (40) hours in a seven (7) day work  
36 week constitutes overtime. Overtime hours will be compensated at a rate of one-and-  
37 one-half (1-1/2) times the employee's regular rate.

38 All paid holiday hours including the use of holiday credit during the employee's regular  
39 work schedule is considered time worked for the calculation of overtime. All other time  
40 paid for but not worked shall not count towards the calculation of overtime.

1        **B. Minimum Work Availability.** The Employer may require employees in Intermittent and  
2 Nonpermanent hourly position to provide at least a minimum number of available hours  
3 or shifts each week, month or schedule block. The Employer may also require  
4 employees in Intermittent and Nonpermanent hourly position to provide at least a  
5 minimum number of available weekend hours or shifts each week, month or schedule  
6 block. A minimum number of hours of shifts on holidays may also be required of  
7 employees in Intermittent and Nonpermanent hourly position. Employees out of  
8 compliance may have their appointment terminated. Appointments may also end due to  
9 a lack of work.

10        Assignment of hours or continuation of employment is at the discretion of the Employer  
11 and is not grievable.

12        **XX.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to**  
13 **Regular.**

14        A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is  
15 required to serve a probationary period.  
16

17        B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the  
18 same job classification in the same unit without a break in service through open  
19 recruitment will have their Nonpermanent or Intermittent hours of service apply toward  
20 their probationary period for that position up to a maximum of three (3) months of the six  
21 (6) month probationary period.  
22

23        C. The Employer may convert a Nonpermanent or Intermittent position into a permanent  
24 position if the Employer used a competitive process to fill the Nonpermanent or  
25 Intermittent position or if the Nonpermanent or Intermittent position was filled using a  
26 veteran placement program. In such circumstances the employee will serve a  
27 probationary or trial service period, whichever is applicable.

28        **XX.6 INCLEMENT WEATHER AND SUSPENDED OPERATIONS**

29        A. Inclement Weather. When the University is in operation an employee may request time  
30 off without pay to deal with unanticipated problems related to inclement weather  
31 conditions. However, employees designated by the Employer as "essential" must report  
32 to work.

33        B. Suspended Operations. If the University determines it is advisable due to emergency  
34 conditions to suspend the operation of all or any portion of the institution, employees  
35 designated by the Employer as "essential" must report to work.  
36

37        **XX.7 Compensation.**

38        A. The rate of pay for employees under this Article must be placed on a salary step within  
39 the range for the classified title that best fits the work.  
40

41        B. The progression start date shall be established as follows:

- 1                    1) The first of the current month for actions occurring between the first and the
- 2                        fifteenth of the month; or,
- 3                    2) The first of the following month for actions occurring between the sixteenth and
- 4                        the end of the month.

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6                    C. **Annual Salary Adjustment.** Annual salary adjustments up to the top automatic step will

7                    be administered the same as regular positions in the same classification.

8                    **XX.8 Training.**

- 9                    A. Employees that are required to schedule and participate in mandatory education by their
- 10                        department and will be compensated at the appropriate rate of pay. Tuition for required
- 11                        education will be provided by the Employer.
- 12                    B. Employees shall be appropriately trained and or certified prior to being assigned to
- 13                        perform work requiring such training or certification, e.g., work with asbestos, lead, blood
- 14                        borne pathogens, and all other appropriate training required for safety and efficiency in
- 15                        the unit.

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17                    **XX.9 Sick Time Off**

- 18                    A. Employees in Nonpermanent Fixed Duration positions will accrue sick time off per Article
- 19                        XX Sick Time Off.
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- 21                    B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly sick
- 22                        time off accrual proportionate to the number of hours in pay status (excluding overtime
- 23                        hours) in the month to that required for full-time (1.0 FTE) employment. Sick time off
- 24                        accruals cannot exceed eight (8) hours in a month.

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26                    **XX.10 Vacation Time Off**

- 27                    A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time
- 28                        off per Article XX Vacation Time Off.
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- 30                    B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly
- 31                        vacation time off accrual proportionate to the number of hours in pay status (excluding
- 32                        overtime hours) in the month to that required for full-time (1.0 FTE) employment.
- 33
- 34                    C. Employees in Intermittent positions will receive vacation time off accrual rate increases
- 35                        in accordance with the accrual schedule in Article XX Vacation Time Off.
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- 37                    D. Employees in Nonpermanent and Intermittent positions are subject to the maximum
- 38                        vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

39                    **XX.11 Holidays and Holiday Credit**

- 40                    A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and
- 41                        receive holiday credit per Article XX Holidays.

- 1 B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for  
2 employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is  
3 proportionate to the number of hours in pay status (excluding overtime hours) in the  
4 same month of the holiday to that required for full-time (1.0 FTE) employment, excluding  
5 all holiday hours. Holiday credit accrual will be calculated at the end of the month.  
6 Employees in Nonpermanent Hourly and Intermittent positions hired during the month of  
7 the holiday will not receive credit for holidays that occur prior to their hire date.  
8 C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday  
9 credit in accordance with Article XX Holidays.

10 **XX.12 Holiday Premium.** If an employee works one of the following holidays, they will receive  
11 time and one half (1 ½) for all hours worked on that holiday: New Year's Day, Martin Luther  
12 King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day,  
13 Veterans' Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

14 **XX.13 Personal Holiday**

- 15 A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per  
16 Article XX Personal Holiday.  
17 B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday  
18 at a rate proportionate to the number of hours in pay status (excluding overtime hours) in  
19 the same month when the personal holiday is scheduled to that required for full-time (1.0  
20 FTE) employment, excluding all holiday hours. The value of the Personal Holiday  
21 cannot exceed eight (8) hours.

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23 **XX.14 Miscellaneous Leave.** If eligible, the Employer will continue to provide Family and  
24 Medical Leave, Domestic Violence Leave, Civil Duty Leave (as unpaid release time), Leave  
25 Without Pay for Reason of Faith or Conscience, and paid Military Leave in accordance with  
26 University Policy, Article 13, and Article 15.

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28 **XX.15 OTHER PROVISIONS:** The Following Articles in this Agreement apply to all employees  
29 covered by this article:

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31 Preamble

32 Article 1 Union Recognition

33 Article 2 Non-discrimination

34 Article 4 Workplace Behavior

35 Article 5 Affirmative Action

36 Article 6 Grievance Procedure (non-corrective action only)

37 Article 7 Employee Rights

38 Article 8 Employee Facilities

39 Article 20.11 Formal Collective Bargaining Leave

40 Article 22 Child/Dependent Care

41 Article 24 Unpaid Leave for a Reason of Faith or Conscience

42 Article 27 Leave Related to Domestic Violence, Sexual Assault or Stalking

43 Article 30 Work Related to Injury Leave (except 30.2)

- 1 Article 31 Health and Safety
- 2 Article 40 Mandatory Subjects
- 3 Article 42 Union Activities, Rights, and Stewards (except Article 42.6 Temporary
- 4 Employment with the Union)
- 5 Article 43 Joint Union/Management Committees (except section 43.3)
- 6 Article 46 Health Care Benefits (if qualified for PEBB)
- 7 Article 49 Privacy
- 8 Article 50 No Strike/Lockout
- 9 Article 54 Subordination of Agreement and Saving Clause
- 10 Article 56 Union Membership, Fair Share, and Dues Deduction
- 11 Article 57 Management Rights and Responsibilities
- 12 Article 58 Term of Agreement
- 13 Appendix I Job Classifications
- 14 Appendix III Overtime Exempt Job Classifications
- 15 Appendix IV Layoff Seniority Units
- 16 Appendix V Pay Tables

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Tentatively Agreed To:

<p>For the Union: <small>DocuSigned by:</small></p> <p><i>Teresa Parsons</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <p style="text-align: center;"><small>4EDFE8373C764A1</small> 5/20/2022</p>	<p>For the Employer: <small>DocuSigned by:</small></p> <p><i>Banks Evans</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <p style="text-align: center;"><small>C5469E9932C427</small> 5/20/2022</p>
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