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ARTICLE 60: NONPERMANENT AND INTERMITTENT EMPLOYEES

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

60.1. Definitions.

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

A nonpermanent appointee must have the skills and abilities required for the position.

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

60.2 Types of Nonpermanent Positions:

A. Nonpermanent Hourly
B. Nonpermanent Fixed Duration

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

Employees in Intermittent and Nonpermanent Hourly positions are considered nonscheduled and are not assigned a fixed schedule or amount of working time in a workweek.
If at any time during a Nonpermanent Hourly appointment, the employee starts working

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a fixed number of hours each work week for multiple weeks in a row, upon request the appointment designation will change to Nonpermanent Fixed Duration.

60.3 Nonpermanent Hourly and Nonpermanent Fixed Duration Appointments:

A. The initial duration of a Nonpermanent Hourly and Nonpermanent Fixed Duration appointment cannot exceed twelve (12) months from the hire date but may be extended to no more than twenty-four (24) months if the conditions in 60.1.A. 1-5 still exist. Individuals may receive consecutive Nonpermanent Fixed Duration or Hourly appointments as long as any subsequent appointment is to a different position.
B. Conclusion of the appointment will be at the discretion of the University, including termination of appointment prior to its originally intended expiration date, and will not be subject to Articles 6 (Grievance Procedure) and Article 38 (Seniority, Layoff, Rehire) of the contract.
C. If the employee is not a permanent state employee, the employer must give one work days' notice prior to conclusion of the appointment. A Nonpermanent appointment may be terminated immediately with pay in lieu of the one work day of notice required for Nonpermanent Employees.
D. If at any time during a Nonpermanent appointment, a short-term workload peak or other short term need becomes ongoing and permanent in nature, the Employer must take action to fill the position on a permanent basis.
E. Nonpermanent Fixed Duration or Nonpermanent Hourly appointments will not be made to permanently replace permanent positions that are vacant.
F. Time worked in a Nonpermanent Fixed Duration or Nonpermanent hourly appointment will count towards seniority for employees who are appointed to a regular classified position without a break in service in accordance with article 38.1.A.

60.4 Hours of Work and Overtime.

A. Hours of work for Nonpermanent and Intermittent Employees shall be established by the employing official. Work assigned in excess of forty (40) hours in a seven (7) day work week constitutes overtime. Overtime hours will be compensated at a rate of one-and-one-half (1-1/2) times the employee's regular rate.
   All paid holiday hours including the use of holiday credit during the employee's regular work schedule is considered time worked for the calculation of overtime. All other time paid for but not worked shall not count towards the calculation of overtime.
B. **Minimum Work Availability.**
   The Employer may require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available hours or shifts each week, month or schedule block. The Employer may also require employees in Intermittent and Nonpermanent hourly position to provide at least a minimum number of available weekend hours or shifts each week, month or schedule

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block. A minimum number of hours of shifts on holidays may also be required of employees in Intermittent and Nonpermanent hourly position. Employees out of compliance may have their appointment terminated. Appointments may also end due to a lack of work.
Assignment of hours or continuation of employment is at the discretion of the Employer and is not grievable.

60.5 Probationary Period Upon Movement from Nonpermanent or Intermittent to Regular.

A. A Nonpermanent or Intermittent Employee hired into a regular bargaining unit position is required to serve a probationary period.
B. A Nonpermanent or Intermittent Employee who is hired into a regular position in the same job classification in the same unit without a break in service through open recruitment will have their Nonpermanent or Intermittent hours of service apply toward their probationary period for that position up to a maximum of three (3) months of the six (6) month probationary period.
C. The Employer may convert a Nonpermanent or Intermittent position into a permanent position if the Employer used a competitive process to fill the Nonpermanent or Intermittent position or if the Nonpermanent or Intermittent position was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period, whichever is applicable.

60.6 INCLEMENT WEATHER AND SUSPENDED OPERATIONS

A. **Inclement Weather.**
When the University is in operation an employee may request time off without pay to deal with unanticipated problems related to inclement weather conditions. However, employees designated by the Employer as “essential” must report to work.
B. **Suspended Operations.**
If the University determines it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, employees designated by the Employer as “essential” must report to work.

60.7 Compensation.

A. Employees under this Article must be placed on a salary step within the range for the assigned job profile.
B. If the action is effective the 1st through the 15th of the month, the progression start date is set as the 1st of that month. If the action is effective the 16th through the end of the month, the progression start date is set as the 1st of the following month.
C. Annual Salary Adjustment. Annual salary adjustments up to the top automatic step will be administered the same as regular positions in the same classification.

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D. Employee Recruitment and Retention (R&R) Step Increases: R&R step increases will be administered the same as regular positions as outlined in Article 45.3.
E. Work Out of Class: Working out of class will be administered the same as regular positions outlined in Article 14.16.
F. Career Enhancement/Growth Program: CEGP will be administered the same as regular positions as outlined in Article 45.19.

60.8 Training.

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

60.9 Sick Time Off

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

60.10 Vacation Time Off

A. Employees in Nonpermanent Fixed Duration positions will accrue and use vacation time off per Article 17 Vacation Time Off.
B. Employees in Nonpermanent Hourly and Intermittent positions will earn a monthly vacation time off accrual proportionate to the number of hours in pay status (excluding overtime hours) in the month to that required for full-time (1.0 FTE) employment.
C. Employees in Intermittent positions will receive vacation time off accrual rate increases in accordance with the accrual schedule in Article 17 Vacation Time Off.
D. Employees in Nonpermanent and Intermittent positions are subject to the maximum vacation time off accrual rules as outlined in RCW 43.01.044 for classified employment.

60.11 Holidays and Holiday Credit

A. A. Employees in Nonpermanent Fixed Duration positions will be paid for holidays and receive holiday credit per Article 16 Holidays.

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B. B. Holiday credit is a balance of time off that is received in lieu of holiday compensation for employees in Nonpermanent Hourly and Intermittent positions. Holiday credit accrual is proportionate to the number of hours in pay status (excluding overtime hours) in the same month of the holiday to that required for full-time (1.0 FTE) employment, excluding all holiday hours. Holiday credit accrual will be calculated at the end of the month. Employees in Nonpermanent Hourly and Intermittent positions hired during the month of the holiday will not receive credit for holidays that occur prior to their hire date.

C. C. Employees in Nonpermanent Hourly and Intermittent positions shall be paid for holiday credit in accordance with Article 16 Holidays.

60.12 Holiday Premium

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

60.13 Premiums

Effective July 1, 2027, all positions filled by intermittent and nonpermanent employees, shall receive the premiums and differentials received by represented regular employees including any increases in the amounts of those premiums and differentials as provided for in this Agreement.

60.14~~3~~ Personal Holiday

A. Employees in Nonpermanent Fixed Duration positions will receive a personal holiday per Article 16.3 Personal Holiday.

B. Employees in Nonpermanent Hourly and Intermittent positions earn a personal holiday at a rate proportionate to the number of hours in pay status (excluding overtime hours) in the same month when the personal holiday is scheduled to that required for full-time (1.0 FTE) employment, excluding all holiday hours. The value of the Personal Holiday cannot exceed eight (8) hours.

60.15~~4~~ Miscellaneous Leave.

If eligible, the Employer will continue to provide Family and Medical Leave (Article 21), Domestic Violence Leave (Article 27), Civil Duty Leave (as unpaid release time) (Article 26), Leave Without Pay for Reason of Faith or Conscience (Article 24), and paid Military Leave in accordance with University Policy and Article 29.

60.16~~5~~ OTHER PROVISIONS:

The Following Articles in this Agreement apply to all employees covered by this article:

- Preamble

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- Article 1 Union Recognition
- Article 2 Non-discrimination
- Article 4 Workplace Behavior
- Article 5 Affirmative Action
- Article 6 Grievance Procedure (non-corrective action only)
- Article 7 Employee Rights
- Article 8 Employee Facilities
- Article 14.16 Work Out of Class
- Article 20.11 Formal Collective Bargaining Leave
- Article 22 Child/Dependent Care
- Article 24 Unpaid Leave for a Reason of Faith or Conscience
- Article 27 Leave Related to Domestic Violence, Sexual Assault, Stalking, or Hate Crime
- Article 30 Work Related to Injury Leave (except 30.2)
- Article 31 Health and Safety
- Article 40 Mandatory Subjects
- Article 42 Union Activities, Rights, and Stewards (except Article 42.6 Temporary Employment with the Union)
- Article 43 Joint Union/Management Committees (except section 43.3)
- Article 45.3 Employee Recruitment and Retention (R&R) Step Increases
- Article 45.19 Career Enhancement/Growth Program
- Article 46 Health Care Benefits (if qualified for PEBB)
- Article 49 Privacy
- Article 50 No Strike/Lockout
- Article 54 Subordination of Agreement and Saving Clause
- Article 56 Union Membership, Dues Deduction and Status Reports
- Article 57 Management Rights and Responsibilities
- Article 58 Term of Agreement
- Appendix I Job Classifications
- Appendix III Overtime Exempt Job Classifications
- Appendix IV Layoff Seniority Units
- Appendix V Pay Tables

Tentatively Agreed To:

For the Union:

Signed by:
Becky K. Stephens
530E07D4212E4C6...

Date: 9/18/2026

For the Employer:

DocuSigned by:
Banks Evans
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Date: 9/18/2026