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Article 18 – TEMPORARY EMPLOYEES

1. A temporary employee is one who is employed on a special project for up to nine (9) months or for the duration of any leave of absence specified in Article 23 (Leaves of Absence) or Article 25 (Sick Leave), the duration of which shall terminate upon the regular employee's return to work, whichever is longer. The Guild shall be notified in writing as to the nature of such a project and its duration. A temporary assignment can be made up of a combination of vacation, legislative, leave of absence and sick leave relief assignments provided the duration is not more than nine (9) months and the duration is specified from the start of employment. Upon three weeks' written notice, the Employer may conclude a temporary assignment for a temporary employee employed less than nine months.
2. An employee who works as a temporary a total of nine (9) continuous months or more shall be placed on a first-on, first-off preferential list for regular employment through the duration of their temporary assignment and six (6) months thereafter. An employee who works several non-continuous temporary stints within the same business location for a total of 12 months within an 18-month period shall be placed on a first-on, first-off preferential list for regular employment in that business location through the duration of their temporary assignment and six (6) months thereafter. An individual on the preferential list must have the qualifications and skills to perform the work of an available position and will have preference for hire where those skills and qualifications are relatively equal or superior to that of any external candidate. This preferential hiring list shall be provided to the Union quarterly.
3. When such an employee is hired for regular employment and will be moving from one city to another, the Employer will reimburse the employee for relocation expenses as provided in Article 9, Section 2 (Transfers).
4. Except as provided herein, the first nine (9) months of work as a temporary employee shall fulfill the trial period requirement of Article 6 (Job Security) and the employee shall not be dismissed without just and sufficient cause during the duration of the temporary project. A temporary employee hired for a regular position in a different business location or organizational unit shall undergo a three-month trial period. An employee with a six-month break in service will undergo a minimum six-month trial period. A temporary employee transferred from one business location to another business location shall receive relocation expenses as provided in Article 9, Section 2 (Transfers).
5. An employee who has worked as a temporary shall participate in the Defined Contribution Plan as soon as permitted by federal law. Any newly hired employee in a temporary position shall be eligible to contribute to the 401(k) plan as soon as administratively feasible.
6. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild.
7. Temporary employees shall not be employed where, in effect, their employment would eliminate a regular employee.
8. Article 21 (Holidays) will apply only to those temporary employees assigned on a full-time basis.

9. After three (3) months of employment, time worked as a temporary will be counted for purposes of calculating vacation entitlements under Articles 22 (Vacation), provided that any break in service between temporary assignment does not exceed twelve (12) months in length. Any vacation liquidated at the end of a temporary assignment will be subtracted from the calculated entitlement of the next year.
10. The provisions of this Article shall not apply to temporary employees whose position is supported by a grant, donation or philanthropic gift to The Associated Press or partner organization.