

## Article 1 - Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees employed by the District. Further, it recognizes that all supervisors, confidential employees, substitutes, and/or temporary employees are specifically excluded from the bargaining unit, as determined by the Employment Relations Board (ERB).
- B. For the purpose of this paragraph, substitute employees are those irregular employees called in to replace regular employees who are sick or on an excused absence.
- C. For the purpose of this paragraph, temporary employees are those irregular employees hired for a specific period of time, not to exceed sixty-five (65) continuous workdays (e.g., summer help, or any specific job, and cannot be repeated).

An employee hired for a new position involving a special needs child, ~~or~~ as a result of class size relief, hired to cover a leave of absence, or hired after the start of the school year using funds outside the general fund that may not be repeated, may be hired for the balance of the school year with all benefits of the contract except seniority, layoff and recall. Should that employee be rehired by the District the following school year in the same position, their original hire date shall be that of their first balance-of-the-year date of hire, and layoff and recall benefits will not apply so long as the original reason for employment continues to exist.

- D. Beginning in March of each school year, the district may identify new job openings as "balance of the year" if there is a possibility that the job may not be carried forward to the new school year. The district will notify the Association and the job shall be considered temporary. Should an extension of the sixty-five (65) days be needed to complete the school year, the Association and the District shall negotiate that extension.
- E. The above recognition of the right of the Association to represent the classified employees in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies; however, the Board agrees to confer and ask for input from the Association on matters of policy affecting the classified school employees. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary, unless specifically nullified by this Agreement.