

OSEA Response to BSD 5-6-22 10:00am

ARTICLE 1 RECOGNITION

A. The District recognizes the Association as the appropriate bargaining agent for the purposes of collective bargaining with respect to wages, hours and related conditions of employment as set forth in the Public Employee Collective Bargaining Act on behalf of all classifications of classified employees who have been designated by the Employment Relations Board as members of this bargaining unit, but excluding all administrative, supervisory, and confidential personnel, teachers, substitute teachers, school nurses, and substitute classified employees.

B. Substitutes and temporary employees

1. Substitute employees are employees hired to 1) fill in for a regular employee who is absent due to injury, illness or an approved leave **for the duration of the leave;** or 2) fill a short term need up to 60 business days in a specific position. Substitute employees **hired to fill a short term need** are eligible for temporary status after 60 business days **in the same position.**
2. Temporary employees are hired to fill a short-term need for a period of no more than one year.
3. If a temporary employee is hired back the next school year cycle, without a break in employment, into the same job title he/she will be considered a regular employee, with seniority retroactive to the original temporary hire date.
4. When there exists a need for the employer to analyze the need for an additional adult assistant for a student with special needs the District may hire an employee on a substitute basis for

a trial period of no more than 60 business days. After that time the position must be made regular or may be continued as temporary for the remainder of that school year or less. It is understood that employment ends with the termination of the temporary position.

5. A PERS retired employee who is rehired shall be either a substitute under #1 above or shall be a temporary employee in the bargaining unit, hired for periods of no more than one year.
6. Temporary employees become bargaining unit members effective the first day of their employment as a temporary. They are covered by all provisions of this contract except Article 15, Layoff and Recall and Article 20, Tuition Reimbursement.

7. If a specific position is initially identified as temporary and that same position is continued beyond one school year cycle, it will become a regular position and will be filled as such.
8. ~~**All hours worked by a bargaining unit member as a crossing guard shall be considered temporary. There shall be no entitlement to crossing guard hours from one year to the next, and the elimination of crossing guard hours shall not be considered a layoff for purposes of Article 15.**~~