

Salmonich  
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Jamie M. May 5.2.24

Article 7 - BEA Counter Proposal  
05/02/2024

## ARTICLE 7: TEMPORARY AND PART TIME EMPLOYEES **BARGAINING UNIT MEMBERS**

### A. Categories of Temporary Employees **Bargaining Unit Members**

~~The following categories of employees **bargaining unit members** shall be employed on temporary contracts and shall be valid only for the dates contracted. Upon request, the District will provide BEA with a list of temporary teachers and their date of employment, identifying any who are in positions designated as temporary as identified below. In no event shall a temporary contract be valid beyond the completion of the current school year:~~

Upon request, the District will provide BEA with a list of temporary teachers **bargaining unit members** and their date of employment, identifying any who are in positions designated as temporary as identified below. In no event shall a temporary contract be valid beyond the completion of the current school year. The following categories of **licensed employees bargaining unit members** shall be employed on temporary contracts and shall be valid only for the dates contracted:

1. Employees **Bargaining unit members** hired on less than a half time contract whether for a full or partial school year.
2. Employees **Bargaining unit members** who fill positions designated as temporary or who fill positions being implemented on a trial basis.
3. Employees **Bargaining unit members** who fill vacancies created by employees **bargaining unit members** going on leave at the beginning of a school year.
4. Employees **Bargaining unit members** who fill vacancies occurring after the beginning of a school year and before the expiration of the first half of the school year and for the remainder of the school year.
5. Employees **Bargaining unit members** who fill new positions created after the beginning of the school year or at mid-year provided the positions are filled within ten (10) contract days after the beginning of each semester and the length of the employee **bargaining unit member** contract is for the remainder of the semester or longer.
6. Employees **Bargaining unit members** who have retired and are rehired (subject to the annual hours limits provided under PERS) are members of the bargaining unit represented by the Association. All contractual rights and benefits under the Agreement will be afforded to re-employed unit members, except those rights and benefits expressly set forth below.
  - a. Employees **Bargaining unit members** who choose to retire during the school year and notify the District in writing at least 30 days prior to the retirement date, may have the option to return for the remainder of the contract year at the discretion of the District, unless there is a properly licensed/endorsed candidate on layoff who is qualified for the position in question.

- b. A **bargaining** unit member may be rehired to work as a temporary employee **bargaining unit member** through the end of the school year, and, if rehired, will receive District paid medical benefits through the following August. Salary placement shall be in accordance with Article 18<sub>2</sub>-A<sub>2</sub>-1.
- c. At the beginning of the temporary hire, employees **bargaining unit members** will be credited with sick days after retirement at a rate of one (1) day per month worked during this temporary contract. Sick leave used but not earned during the temporary contract shall result in a deduction of the unearned amount from the final paycheck.

#### B. Applying for Vacancies

Temporary employees **bargaining unit members** will, at their request, be considered applicants for vacancies for the following school year, **subject to the provisions of Article 12 Appendix J MOU 12.E**

#### C. Credit Toward Full Year of Probationary Employment

Full time employees **bargaining unit members** shall receive credit for full time employment and part time employees **bargaining unit members** (half, but less than full time) shall receive credit for part time employment.

1. For the purpose of determining the length of service for a probationary employee **bargaining unit member** (including a temporary employee **bargaining unit member** as defined in Article 7<sub>2</sub>-A) employees **bargaining unit members** employed for 135 consecutive days in any school year shall receive credit for a full year of employment.
2. At least 30 consecutive days of employment in the District in a successive year shall be sufficient to keep the service intact, and the employee **bargaining unit member** shall not lose credit for previous probationary years served.

#### D. Leave to Work Part Time in District

1. A permanent employee **bargaining unit member** may request a leave in writing from full time employment to accept non-permanent part time employment in the District. Such a request shall be for a maximum of one year and shall normally be made by April 1. This leave arrangement, if agreed to by the employee **bargaining unit member** and the District, shall be reduced to writing, specifying the percent of time the employee **bargaining unit member** is to be employed and signed by the employee **bargaining unit member** and the District. Any change to that agreement shall be mutually agreed to in writing, and signed by the employee **bargaining unit member** and the District.

2. The ~~employee~~ **bargaining unit member** shall automatically return to full time status beginning the first contract day of the school year following the ~~employee's~~ **bargaining unit member's** leave. While on such leave, an ~~employee~~ **bargaining unit member** shall retain employment rights gained as a full time permanent ~~employee~~ **bargaining unit member**. Benefits gained while on part time assignments shall be in accordance with other part time ~~employees~~ **bargaining unit members**. An ~~employee~~ **bargaining unit member** who wishes to continue such a non permanent assignment for the next school year must notify the District of this request in writing by April 1.
3. Continuation of the part time assignment in subsequent years does not entitle the ~~employee~~ **bargaining unit member** to acquire permanent part time status.
4. In the event the part time position is eliminated by the District as a result of layoff during the school year, the ~~employee~~ **bargaining unit member** on part time assignment may either apply for a full time leave of absence, or exercise any rights to retention as a full time ~~employee~~ **bargaining unit member** for which the ~~employee~~ **bargaining unit member** is granted under the layoff provisions contained in Article 13.

