

ARTICLE 2 - Recognition

- 2.1 The ESD recognizes the Union as the sole exclusive representative on wages, hours, and all other terms and conditions of employment for all Classified Personnel, ~~as identified in appendix A.~~
- 2.2 Excluded from this Agreement are substitute employees, temporary employees, academically licensed employees included in the other bargaining unit, and supervisory and confidential employees as defined by ORS 243.650.
- ~~2.3~~ For purposes of this contract, a “substitute employee” is one hired for the purpose of filling the position of employees who are temporarily absent. A “temporary employee” is one who is hired for a position, which is seasonal, and/or to serve in a vacancy until filled, to a maximum of ninety (90) calendar days, ~~or is filling a temporary position that is created for the purpose of a specific task or special project that will not exceed one year.~~
- ~~2.4~~ Temporary employee shall be defined as one hired for a special project or unforeseen/unexpected need for less than sixty (60) consecutive workdays. Temporary employees shall be allowed three (3) days of absence during this period of time which shall not count toward consecutive status. After sixty (60) work days in the same position, a temporary employee automatically shall become a probationary employee with time of service as a temporary employee credited to their probationary period. The ESD will inform the employee and the Union of this change in status within one (1) week of that employee reaching the sixty-(60)-day threshold.
- (a) Upon mutual agreement between the parties, the ESD may extend this period of time on a case-by-case basis.