

ARTICLE II
RECOGNITION

- 2.1 The District recognizes SEIU as exclusive representative for all regular, permanent and probationary, full-time and part-time merit system classified employees in Units "A" and "B" as certified by the Los Angeles Regional Director of the Public Employment Relations Board.
- 2.2 If, after the effective date of this Agreement, either SEIU or the District believes positions or classifications should be added to or deleted from the unit because of the creation of a new classification; the elimination of an existing classification; or a change in responsibilities in an existing position or classification, the parties shall, upon the request of either party, promptly meet and attempt to resolve such question of unit placement. If the parties are unable to resolve such question through such discussions, they shall, at the request of either party, jointly submit the matter to the PERB for determination.
- 2.3 Seasonal employees are regular classified employees by the terms of this Agreement whose assignment is less than or equal to six (6) months per year and who have two (2) or more periods of non-paid status between their periods of paid status within their regular working assignment.
- Successive seasonal assignments may not be made within the same classification or have the same duties as the previous seasonal appointment within a department which would, if combined, be equivalent to a regular full-time or part-time assignment of more than six (6) months.
- 2.4 Provisional and limited term employees (E.C. §88105, §88106, §88107, and §88108) are not covered by the terms of this agreement. Provisional employees are hired only in the absence of an eligibility list. Successive provisional appointments shall not be made in the same classification within a department.