

ARTICLE 2 Recognition

2.1 The District recognizes the Federation as the exclusive representative for all academic employees (hereafter referred to as "bargaining unit" or "unit") set forth in the June 2, 1977 Educational Employment Relations Board Certification of Representative, as amended:

The bargaining unit INCLUDES: All full-time and part-time academic employees, except management, supervisory, and confidential employees as defined in the Educational Employment Relations Act, including persons employed in the following classifications:

- Instructor
- Counselor
- Associate Librarian/Library Director
- Specialist
- Coordinator
- Counselor/Coordinator
- Coordinator/Instructor
- Student Personnel Worker
- Facilitator
- Faculty Interns
- Coach/Athletic Director
- Department Chair
- Nursing Director
- Institutional Researcher
- Faculty Professional Experts

The bargaining unit EXCLUDES all classified employees and all management, supervisory and confidential employees, including the following positions:

- Chancellor
- Vice Chancellor
- Associate Vice Chancellor
- President
- Executive Director
- Executive Vice President
- Vice President
- Dean
- Assistant Dean
- Director (excluding athletics, and library and nursing)

The parties shall jointly petition the California Public Employment Relations Board for such unit modification as may be necessary to implement the terms of this Section.

2.2 The words "faculty" and "faculty member" as used hereinafter in this Agreement refer only to such persons as are members of the bargaining unit defined in Section 2.1. The term "contract faculty member" shall mean a faculty member who is employed on the basis of a contract, as defined in section 87601, subdivision (a), of the Education Code. The term "non-contract faculty member" shall mean a faculty member who is employed on the basis of an offer of temporary employment. The term "regular faculty member" shall mean a contract faculty member, as defined above, who is reemployed as a contract faculty member subsequent to his/her second year of contract employment.

2.3 ~~Any classified, management, supervisory or confidential employees who in addition to their primary work assignments apply, interview and are selected for non-contract faculty~~

~~assignments shall be governed by this Agreement provided that their non-contract faculty assignment is only in areas for which they do not supervise or manage.~~

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