

- 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:

Coach/Athletic Director

Coordinator

Coordinator of Institutional Research

Counselor

Counselor/Coordinator

Department Chair

Facilitator

Faculty Intern (pursuant to California Code of Regulations, Title V, Section 53500 et. seq.)

Instructor

Instructor/Coordinator

Associate Librarian/Library Director

Nursing Director

Specialist

Student Personnel Worker

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

Assistant/Associate Vice President

Dean

Assistant/Associate Dean

Director (excluding athletics, 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, classified confidential, supervisory, or management employees who, in addition to their primary work assignment, are assigned a non-contract faculty assignment shall be governed by this Agreement for purposes of the non-contract faculty assignment.

11-4-16

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