

ARTICLE 1

RECOGNITION

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Governing Board of the Contra Costa Community College District, hereinafter referred to as the "Board," recognizes the United Faculty of the Contra Costa Community College District, hereinafter referred to as the "United Faculty," as the sole and exclusive bargaining representative for all academic employee faculty members, excluding the Chancellor, Vice Chancellors, District Office Personnel, Presidents, Deans, Associate Deans, Vice Presidents, Directors, Assistant Deans, Academic/Student Services Program Managers, Division Chairpersons, Assistant to the President, and all other management, supervisory, confidential, and classified employees. Newly created positions will be added to the unit by mutual agreement. When mutual agreement cannot be reached, PERB procedures will be used.
- 1.2 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The United Faculty recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The United Faculty further agrees that it will not attempt to negotiate privately with the Board or any Board member.
- 1.3 **DEFINITIONS:**
- 1.3.1 The terms, "faculty member," "teacher," "instructor" and "member," shall refer to any member of the bargaining unit. The term, "management," shall refer to individual or collective management employees as defined in Chapter 10.7 of the Government Code of the State of California. The term, "instructional unit," shall refer to the unit specified as represented by the United Faculty.
- 1.3.2 The term "department" where used within the contract shall be read to include the designation "non-departmentalized faculty group."