

ARTICLE 1

RECOGNITION

- 1.1 The Trustees of The California State University (CSU) recognize the California Faculty Association (CFA) as the sole and exclusive representative of bargaining unit (Unit 3), which includes employees in classifications as determined by PERB except as modified by this Agreement.
- 1.2 The parties recognize that employees in the classifications listed in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in HEERA are excluded from the bargaining unit.
- 1.3 The parties agree that employees appointed for sixty (60) days or less in classifications described in Appendix A of this Agreement that indicate "Casual Employment Employee" are excluded from the bargaining unit and are not covered by the terms of this Agreement except as provided for in provision 1.5.
- 1.4 The parties agree that all Head Coaches in classifications 2373, 2374 or 2375, who supervise two or more full-time faculty unit employees, shall be excluded from the bargaining unit.
- 1.5 The parties agree that all department chairs and department heads shall be included in the bargaining unit.
- 1.6 The CSU shall notify CFA sixty (60) days prior to the effective date of (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications or (c) any classification change which would result in an incumbent Unit 3 employee being reclassified to a different bargaining unit.
 - a. Prior to the effective date of a new classification, CFA may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.

- b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, CFA may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.
 - c. In the event that the CSU fails to provide notice or fulfill its obligations as required herein, it shall be required to suspend implementation of any pending Unit 3 classification and any Unit 3 modification related thereto until such time as the contractual steps are completed.
- 1.7 The CSU shall notify CFA of the implementation of any new or revised classifications in other CSU bargaining units that will result in the re-classification of any members of bargaining Unit 3.