

ARTICLE II SCOPE OF THE UNIT

Section 1. Bargaining Unit.

The bargaining unit shall include: all faculty members on full-service contracts, Endowed Chairs, Coordinator of the General Education Program, Community Involvement Coordinator, individuals on full-service temporary faculty contracts, Academic Program Coordinators, Health Science Faculty Program Leaders, and Department Chairpersons, except the Department Chair positions that SERB determined were outside the bargaining unit (Administrative Chairpersons in Health Science).

Section 2. Types of Full-Service Contract Classifications.

A. Full-Service Faculty Contract: A faculty member on a full-service contract shall be awarded a Presidential Contract (See Appendix A) for the academic year, beginning with the orientation day before the first day of fall term (provided that the first day of fall term is not a Monday) to the last day of the faculty member's regularly scheduled final exams. Faculty members not on approved leaves who fail to appear for the orientation day shall have their salary reduced by \$300. For the purpose of faculty development, a faculty member may request to teach in the summer and to use such summer teaching to count toward his/her full-service teaching load during the following academic year. Such an arrangement is permissible two times at most, and may be made only with the approval of the appropriate Dean or Director of Developmental Education/Learning Center and the Provost.

B. Full-Service Temporary Contract: A full-service temporary faculty contract may be awarded for one academic year. Faculty under such a contract shall be recommended by a faculty selection committee. Benefits and remuneration shall follow the terms of the Agreement. Such contracts will be granted for purposes of filling vacancies due to faculty on leave or to the inability to obtain qualified faculty for an established position. Full-service temporary contracts expire on the last day of the regular academic year. Full service temporary faculty teaching in the summer term immediately following the expiration of their academic year contract shall be compensated according to Article XVII, Section 9.

A person on a full-service temporary contract may not be employed for more than one additional consecutive year on such a contract designation. A second, one-year full-service temporary contract can be awarded only with the approval of the majority of the faculty in the department. Such approval shall be obtained by secret ballot. Full-service faculty in Developmental Education shall be included in the department corresponding to their respective academic discipline. This additional one-year contract must also have the approval of the Dean of the appropriate College. In no case shall a person receive more than two consecutive one-year full-service temporary contracts, except in a case where the vacancy in the faculty is a result of disability retirement under STRS which is not finalized, and the University may have to reinstate the absent faculty member. In such cases a full-service temporary faculty may receive no more than five (5) consecutive full-service temporary contracts.

If a one-year full-service temporary contract was issued because of a faculty search, the University shall actively continue the search for a full-service faculty member and shall keep SEA apprised of said search process by sending copies of all advertising related to the vacancy.

If a faculty member is employed beyond the aforementioned limits as a full-service temporary faculty member, he/she will be considered as a full-service faculty member and be accorded all rights and privileges of the Agreement.

The University shall employ no more than 10% of its full-service faculty on full-service temporary contracts, excluding faculty on unpaid professional leave.

C. Endowed Chairs and faculty funded partly or fully by grant funds who also function as full-service faculty members are members of the bargaining unit. (See Article XVII for salary exceptions for holders of Endowed Chairs and Faculty fully funded by a grant.)

Section 3. Exclusions from the Bargaining Unit.

A. Full-Time Temporary Contract for One Term: Excluded are faculty members holding a full-time temporary contract for one term. Full-time temporary contracts may be awarded to a qualified candidate for one term in any given academic year. Such persons shall not teach more than 15 [Q: 16] contractual hours in this term. Salary shall be determined by a rate of seventy percent (70%) of the established contract rate per this Agreement. Employment-related fringe benefits are not included as part of any full-time temporary one-term contract.

Persons on such contracts are assigned only teaching responsibilities and are not in the bargaining unit. If employment extends beyond one term in a full-service temporary capacity, the employee will be considered to be on a full-service temporary contract for the remainder of the academic year (See Section 2B above).

The University shall employ no more than five percent (5%) of the total faculty on full-time temporary one-term contracts.

B. Other Bargaining Unit Exclusions.

(1) Part-time (limited service) faculty. These are faculty who teach 12 or fewer contractual hours per term and no more than 19 [Q: 28] contractual hours per academic year. The University in consultation with the Association shall develop a plan to reduce dependence on part-time faculty.

(2) Also excluded from membership in the bargaining unit are visiting faculty members whose contracts and terms of appointment clearly indicate their status as visiting faculty members for a specified time period not to exceed two years.

(3) Academic Administrators at the level of Chair and above (e.g. Chair, Dean, Associate Provost, Provost, and President) even if they hold academic titles in recognition of their academic experience.