

ARTICLE I: RECOGNITION

This is an Agreement made and entered into this 1st day of July, 2021, between the Southwestern Community College District (hereinafter referred to as the "District") and the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association (hereinafter referred to as the "Association").

- 1.1 The Southwestern Community College District Governing Board hereby recognizes the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association affiliate as the sole and exclusive representative of those employees as enumerated below:

The Unit shall include: All full-time and part-time instructional and non-instructional faculty, except as noted below.

The Unit shall exclude: Substitute instructors serving less than one (1) semester as replacement for officially assigned instructors; and all Management, Supervisory and Confidential employees as defined by the Educational Employment Relations Act (E.E.R.A.).

Excluded Management Employees: The determination of Management employees shall be designated by the District, and Southwestern College Education Association (S.C.E.A.) shall be consulted on designated positions. Assigned management duties shall not include Bargaining Unit work of teaching or counseling. S.C.E.A. has the right to appeal any management designation to the Public Employment Relations Board (P.E.R.B.).

- 1.2 Nothing herein may be construed to limit the right of any employee or employee organization to consult with the District on any matter outside the scope of representation.

- 1.3 **E.E.R.C. Representation:** The District and the Association may establish an Employer/ Employee Relations Committee. The committee shall consist of three (3) members appointed by the Association, and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month, unless mutually agreed upon to modify such schedule. The Human Resources Office shall be responsible for scheduling the first committee meeting, which shall take place during the first thirty days of each semester. At the first committee meeting, the committee shall establish the protocol for scheduling committee meetings for the remainder of the semester. The purpose of the committee is to assist in the resolution of perceived employer/employee problems. The committee shall not, in any way, amend, modify or change the present contract. All agenda items shall be submitted to the designated secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.

- 1.4 **Joint Briefing**

District leadership and Association leadership shall jointly brief District administrators on the terms and conditions of the contract between the District and the Association once each academic year.