

## ARTICLE 1 - AUTHORITY

- 1.1 **Bargaining Unit Composition.** Under the provisions of the Oregon PECBA, the Lane Community College Education Association, affiliated with the Oregon Education Association and the National Education Association, has been recognized as the exclusive representative of faculty who work more than twenty percent (20%) of a full-time equivalent departmental workload(s) in a single term or who work or are projected to work twenty percent (20%) or more of an annual full-time equivalent departmental workload(s).
- 1.1.1 **Faculty Unit Defined.** The term "faculty" shall include all librarians, counselors, employees in faculty administrative support assignments, student health nurses, athletic trainers, and instructors, including instructors in Flight Technology, Adult Basic and Secondary Education, and English as a Second Language programs.
- 1.1.2 **Faculty Unit Exclusions.** Specifically excluded from this bargaining unit are all supervisors, confidential employees, and instructors who teach only community or adult education classes.
- 1.1.3 Under the authorities stated above, the parties have negotiated and agreed upon the provisions of this contract.
- 1.1.4 For the purposes of definition, the terms "instructor," "employee" or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined above. All pronouns shall include both male and female persons.
- 1.1.5 **Faculty Contracted Defined.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, the term "contracted" shall include all bargaining unit members employed more than three quarterhalf time on an annual basis. ~~(More than half-time shall apply only to contracted persons hired after June 30, 1993.)~~
- 1.1.6 **Faculty Part-time Defined.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, the term "part-time" shall include all bargaining unit members employed three quarterhalf time or less on an annual basis. See Article 34.5.3.2 for the provisions of the Faculty Part-time Roundup.
- 1.1.7 **Annual Basis.** The term "annual basis" ~~refers to the three (3) terms excluding summer term. With the agreement of the College and Association, "annual basis"~~ may refer to any three (3) of four (4) consecutive terms for contracted faculty, ~~case by case.~~

- 1.2 **Contract Precedence.** In the event that any provision of this contract is contrary to any policies adopted by the employer prior to the effective date of this contract, then the provisions of this contract shall apply.
- 1.3 **Savings Clause.** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, and negotiations shall immediately begin over issues dealt with in clauses declared invalid.