

ARTICLE 8

EMPLOYEE STATUS

Appointment

- 8.1 The University may appoint those who teach in the ELP as ELP Instructors as defined in Article 2. It is the University's intent to fill the teaching schedule in the English Language Program to the maximum extent feasible first, with Core ELP Instructors and then second, with Term ELP Instructors consistent with programmatic needs. If, after appointing the Core and Term ELP Instructors, management determines the need to hire additional teaching staff to work a less than complete schedule (as described in Article 15), or if management chooses to pilot a new course for the English Language Program, then a Substitute ELP Instructor, as defined in Article 2 may be hired. The Additional Employment (Special Programs) classification shall be used when the College is offering an English as a Second Language (ESL) course outside of the Intensive English Language Program as additional employment to Bargaining Unit members.
- 8.2 Vacancies for Core ELP Instructor and Term ELP Instructor positions in the English Language Program in the College of Professional and Global Education all be posted for a minimum of fourteen (14) days on the Divisional website. Such announcements shall include the classification title, description of duties, desirable experience, minimum qualifications (when applicable), salary range, employment non-discrimination statement, specialized skills (if any), and procedures to be followed by applicants applying for such vacancies.
- 8.3 At the discretion of the campus, open positions may be posted only on the campus for campus applicants.
- 8.4 Core and Term ELP Instructors who have held an appointment during the previous 12 months shall submit a letter of interest, and any other information required on the job vacancy announcements pursuant to Article 8.2, in order to be considered for a subsequent appointment.
- 8.5 Every effort shall be made to finalize conditional appointments, based on budget and enrollment, prior to the commencement of the academic term, or the commencement of the period of appointment. The following statement shall be inserted on all confirmation of employment forms: "The terms and conditions of this position are covered by a collective bargaining agreement between the CSU Employees Union and the CSU."
- 8.6 A Core ELP Instructor who completed a 12-month appointment and received a satisfactory administrative evaluation, and who submitted a letter of interest in

accordance with Section 8.4, will be given preferential consideration for a subsequent appointment. Preferential consideration means that there will be a presumption for reappointment absent documented serious conduct problems, and where there is sufficient work available for which the applicant is qualified to support a subsequent reappointment in the classification.

- 8.7 A Term ELP Instructor who completed an appointment in the prior 12-months, and who submitted a letter of interest in accordance with Section 8.4, shall be considered for a subsequent appointment before appointing any external candidates.
- 8.8 When the need arises to appoint additional Core ELP Instructors, consideration shall be given to appointing Term Instructor(s) who have submitted a letter of interest in accordance with Section 8.4.
- 8.9 Consideration for appointments under 8.7 or 8.8, will be based on factors that include, but are not limited to, the instructor's educational background, administrative evaluation, professional training, expertise in a program area, years of service teaching, stated preferences, student evaluation, and years of teaching in the ELP.
- 8.10 A Core or Term ELP Instructor may appeal a non-reappointment decision to the Associate Dean of the College of Professional and Global Education within ten (10) days of the notice of non-appointment. Upon request of the employee, the employee, the Associate Dean, and the employee's union representative, if any, shall meet to discuss the appeal. Such a meeting shall take place within fourteen (14) work days of the request at a mutually agreeable time and location.
- 8.11 If the decision of the Associate Dean is unacceptable, the ELP Instructor may appeal to the Dean of the College of Professional and Global Education within ten (10) days of the notice of non-appointment. Upon request of the employee, the employee, the Dean, and the employee's union representative, if any, shall meet to discuss the appeal. Such a meeting shall take place within fourteen (14) work days of the request at a mutually agreeable time and location.
- 8.12 The decision of the Dean is final and not subject to further appeal, and is not subject to Article 7, Grievance Procedure. Any grievance filed pursuant to Article 7 shall be limited to alleging a violation, misinterpretation, or misapplication of a procedural requirement of this Article.
- 8.13 Term ELP Instructors shall have the option of opting out of one (1) appointment during a 12-month period and shall have the ability to voluntarily reduce the number of courses they teach per term.

- 8.14 The Dean of the College of Professional and Global Education or his/her designee will select Substitute ELP Instructors from the list of qualified applicants who applied for a Substitute ELP Instructor position.
- 8.15 If a CSU employee applicant is not selected for a position for which he/she submitted a letter of interest in accordance with Article 8.4, the employee shall be notified in writing that he/she was not selected.
- 8.16 Appointments as ELP Instructors shall be made by the Dean of the College of Professional and Global Education. Appointments of Core ELP Instructors shall be temporary and for 12 months. Appointments of Term ELP Instructors shall be temporary for periods of a semester or parts of a year. Appointments to vacant positions shall be made through official written notification by the Office of the Dean of the College of Professional and Global Education. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the beginning and ending dates of appointment, the dates of the terms during which he/she will be employed and assigned work, classification title, courses to which the ELP Instructor is being assigned, salary, time base, and the employment status of the ELP Instructor. Each new Core ELP Instructor shall be advised no later than fourteen (14) days after the effective date of his/her appointment of the CSU benefits program. No ELP Instructor shall be deemed to be appointed in the absence of such official prior written notification from the Dean of the College of Professional and Global Education.
- 8.17 Appointment shall be made on a fractional time base with a teaching component of seven (7) classes per semester being the equivalent of a 1.0 time base, which is a full-time equivalency (FTE). For the summer session, a teaching component of six (6) classes is the equivalent of a 1.0 time base, which is full-time equivalency. Core ELP Instructors may be assigned additional employment pursuant to Article 15 not to exceed a .25 time base to ensure that the total time base does not exceed a 1.25 FTE per term. Employment assigned above a 1.0 FTE shall not be included in the calculation of retirement benefits pursuant to Provision 16.7.
- 8.18 A temporary appointment for a Core ELP Instructor may expire prior to the ending date of appointment. Term ELP Instructors shall be given a minimum of fourteen (14) days notice if the appointment is to be terminated prior to the specified ending date of appointment, unless circumstances prohibit giving such notice, except as provided in 8.19.
- 8.19 The appointment letter for Core ELP Instructors shall indicate that appointments automatically expire at the end of the period stated.
- 8.20 Offers of appointment are at the discretion of management, are conditioned upon budget and/or enrollment, and shall be specified in the appointment letter.

8.21 The College of Professional and Global Education has the right to rescind an ELP Instructor's appointment or reduce the ELP Instructor's time base at any time based upon budget and/or enrollment conditions, as determined by the College of Professional and Global Education. If an appointment is rescinded or time base reduced, the employee shall be paid for all courses taught.

a. If, during the course of the Core ELP Instructor's appointment, no work is available to support the employee's initial time base, the employee's appointment may be reduced to a time base consistent with work available. A reduction of the employee's time base to .5 or greater may be accomplished pursuant to this provision. A reduction to the employee's time base below .5 will constitute the layoff of the employee pursuant to Article 23.

b. Where a Core ELP instructor has received a reduction in time-base during the course of a 12-month appointment pursuant to Provision 8.19a and work subsequently becomes available during the period of his/her appointment for which the Core ELP instructor possesses both of the following:

1. the qualifications needed for the program
2. competency in relation to program need

as determined by the Dean of the College of Professional and Global Education, then the available work shall first be offered to the Core ELP Instructor. Where there are more qualified Core ELP Instructors under this provision than there is additional work available, then appointment within the pool of qualified Core ELP Instructors shall be at the discretion of the Dean.

The partial or complete reduction in the number of courses assigned to a Term ELP Instructor may be accomplished pursuant to this provision and does not require the layoff of the employee pursuant to Article 23.

8.22 Core and Term ELP Instructors are required to report absences either electronically via Absence Management Self Service or via time sheets depending on campus practice. Substitute ELP Instructors shall submit time sheets pursuant to campus policies.