ARTICLE 15

SALARY AND SCHEDULE

Core ELP Instructors

Campus Operating on a Quarter System –

15.1 While operating on a quarter system, an annual Core ELP Instructor’s teaching schedule shall consist of four (4) terms of equal duration, conducted over a 12-month period. The accumulative time worked for each of the four (4) eleven (11)-week terms is consistent with appointments of 10-month duration. Salary payments will be allocated over a 12-consecutive month period, adjusted as appropriate, for any non-compensable periods or salary adjustments that may occur.

15.2 Core ELP Instructors shall be assigned one of the following four teaching schedules:

   a. Three courses (1/2 time base fraction = .5 time base) per term, or
   b. Four courses (2/3 time base fraction = .67 time base) per term, or
   c. Five courses (5/6 time base fraction = .83 time base) per term, or
   d. Six courses (FT time base fraction = 1.0 time base) per term.

15.3 Estimated monthly compensation for Core ELP Instructors is provided below. The projected annualized rate requires completion of four full terms. This amount is subject to adjustments as appropriate, for any non-compensable periods or salary adjustments that may occur:

   a. Three courses = $2,300/pay period x 12 = $27,600 annually
   b. Four courses = $3,066.67/pay period x 12 = $36,800 annually
   c. Five courses = $3,833.33/pay period x 12 = $45,999.96 annually
   d. Six courses = $4,600/pay period x 12 = $55,200 annually

Core ELP Instructor Assignment Responsibility

15.4 The above salary is all inclusive of regularly assigned course-related activities and program-related activities as follows:

   a. Course-related activities: preparation time, meetings, daily check-in with program office, production of syllabus or course teaching plan, maintaining accurate and
complete course records, assistance with student evaluation and assessment, inputting attendance, reporting grades, conducting speaking tests, and holding office hours.

b. Program-related activities:

1. Participation in planning, developing, and implementing the program’s curricular and instructional goals;

2. Commitment to the program and university missions and goals through participation in planning program objectives;

3. Performing professional activities and assuming professional responsibilities, and working with colleagues to achieve shared goals and vision;

4. Participation in the evaluation of the instructional process and use of innovative strategies to continually improve learning;

5. Participation in development and support of the Core ELP Instructor’s discipline by recommending books and materials, revising curricula, and recommending teaching assignments when appropriate;

6. Service on and attendance at program, college, and university committees as assigned;

7. Compliance with program, college, and university policies, and with state and federal laws as appropriate;

8. Participation in professional development activities;

9. Promotion of the program, the college, and the university;

10. Participation in special events or activities;

11. Assistance with registration day;

12. Participation in initial and final term activities and attendance at other required program, college, and university meetings and activities;

13. Assistance with mid-term ELP Institutional TOEFL.

c. Additional Employment

Additional employment is employment that is substantially different to the primary or normal employment of a Core ELP Instructor as defined in Provisions 15.4 (a) and (b). Additional employment shall not exceed a total of twenty five (25) percent of the Core ELP Instructor’s full-time equivalency (1.0 FTE) pursuant to Provision 8.14. The applicable time-period for calculating the limitation on additional
employment for Core ELP Instructors shall be the fiscal year. The following duties may be assigned to Core ELP Instructors as additional employment:

1. Program leadership roles in program skill areas at a rate of $900 per term, including but not limited to:
   
   i. Grammar and Writing;
   
   ii. Reading and Multi Skills Language and Test Preparation;
   
   iii. Listening and Speaking.

2. Instructors assigned to assist in placing students at the appropriate course level (“leveling”) shall be paid $275 per term.

Campus Operating on Semester System

15.5 In the event the campus changes to a semester system during this Agreement, the parties agree they will meet and confer over the impact of such change to the provisions of this Article.

Term ELP Instructors

15.6 All Term Instructors shall be assigned one of the following two schedules:

   a. One course, or
   
   b. Two courses.

15.7 Term ELP Instructors shall be paid as follows for each term:

   a. $2,300 for one course for the entire term.
   
   b. $4,600 for two courses for the entire term.

   c. Instructors who work less than a full term will receive a pro-rated amount.

15.8 Prior to the date of hire, the Dean or his representative shall meet with the applicant for the Term ELP Instructors position to discuss the course to be taught, the hours of the course, and the number of hours the Term ELP Instructors will teach, attend required meetings, prepare for the course, and perform other related duties. The appointment letter will state the maximum number of hours the Dean or his representative and the prospective employee agree will be spent in conjunction with the course assignment.
a. The number of hours specified in the appointment letter cannot be increased without mutual agreement.

b. The appointment letter and the agreed upon number of hours are not subject to Article 7, Grievance Procedure.

Substitute Instructors

15.9 Substitute ELP Instructors may be hired to teach one course when last-minute scheduling needs arise, when a new course is being piloted in the English Language Program, or to replace an instructor who must be absent for a class, a day, or other short period of time.

15.10 Substitute ELP Instructors shall be paid $38.00 per hour.

15.11 Substitute ELP Instructors must submit time sheets on the form and dates specified by the Dean or his designee.

15.12 Prior to the date of hire, the Dean or his representative shall meet with the applicant for the Substitute ELP Instructor position to discuss the course to be taught, the hours of the course, and the number of hours the Substitute ELP Instructors will teach, attend required meetings, prepare for the course, and perform other related duties. The appointment letter will state the maximum number of hours the Dean or his representative and the prospective employee agree will be spent in conjunction with the teaching assignment.

a. The number of hours specified in the appointment letter cannot be increased without mutual agreement.

b. The appointment letter and the agreed upon number of hours are not subject to Article 7, Grievance Procedure.

Final Payment for ELP Instructors

15.13 The CSU shall pay ELP Instructors their final pay upon separation from the University in accordance with applicable law.

Emergency Pay

15.14 When the President has declared a state of emergency at a campus, in exchange for the performance of emergency work by bargaining unit employees outside of their normal assignment, ELP Instructors shall receive informal time off as agreed upon by the employee(s) and the appropriate administrator provided those employees:

a. would, subject to the approval of the University, otherwise have been able to use administrative leave; and
b. were required to work on a day or days declared as a state of emergency at a campus.

Underpayment of Wages

15.15 In the event an employee believes that he/she has been underpaid, the employee shall notify his/her appropriate administrator, in writing, as soon as possible after the underpayment occurs. The memorandum should contain the following information, if known: the affected payroll period, the amount of the underpayment and the reason for the underpayment. The appropriate administrator shall review the facts and provide a written recommendation along with the affected employee’s memorandum to the payroll manager within ten (10) workdays of receipt of the written request. If the appropriate administrator and the payroll manager agree that an underpayment has occurred, they shall immediately notify the affected employee and issue a check for the full amount of the underpayment as soon as practical, but no later than thirty (30) days after the employee submitted the memorandum to the immediate supervisor. In any event, whether or not an underpayment is found, the employee shall be notified within fifteen (15) work days of the decision.