

## ARTICLE 15

### SALARY AND SCHEDULE

#### Core ELP Instructors

- 15.1 A twelve (12) month Core ELP Instructor's teaching schedule shall consist of two (2) sixteen (16) week semesters (fall and spring) and an eleven (11) week summer session. Salary payments will be allocated over a twelve (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 (4) semester teaching schedules:
- a. Four courses (.57 time base) per semester and three (3) courses in summer, or
  - b. Five courses (.71 time base) per semester and four (4) courses in summer, or
  - c. Six courses (.86 time base) per semester and five (5) courses in summer, or
  - d. Seven Courses (1.0 time base) per semester and six (6) courses in summer

Core ELP Instructors appointed at either a 1.0 or .86 time base shall be appointed into classification code 1350 (Exempt). All other Core Instructors will be appointed into classification code 8575 (Non-Exempt).

For non-exempt Core Instructors (8575), the appointment letter will state the maximum number of hours per week the Dean or his representative and the prospective employee agree will be spent in conjunction with the course assignment.

- a. The maximum number of hours per week 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.
- 15.3 Core Instructors:
- a. For 2016/17, the salary for a full-time Core Instructor (1.0) shall be \$58,749 for forty-three (43) weeks instruction paid over twelve (12) months.
  - b. For 2017/2018, the salary for a full-time Core Instructor (1.0) shall be \$59,924 for forty-three (43) weeks instruction paid over twelve (12) months.
  - c. For 2018/2019, the salary of a full-time Core Instructor shall be \$61,122 for forty-three (43) weeks instruction paid over twelve (12) months.

Core Instructors with less than a 1.0 time base will be paid pro-rata.

#### 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, meetings, production of syllabus or course teaching plan, maintaining accurate and complete course records, student evaluation and assessment, inputting student attendance, reporting grades, and holding office hours (two (2) hours per week).
  - b. Program-related activities:
    1. Participation in planning, developing, and evaluating the program's curricular and instructional goals;
    2. Service on and attendance at program committees as assigned. Service on College and University committees shall be on a volunteer basis only;
    3. Participation in professional development activities;
    4. Assistance with registration day;
    5. Participation in initial and final term activities and attendance at other required program, college, and university meetings and activities including instructor meetings, Convocation (College & University), and spring business meetings;
    6. Assistance with mid-term ELP Institutional TOEFL.
- Program-related activities scheduled outside the forty-three (43) week instructor period shall not be mandatory.

#### Term ELP Instructors

- 15.5 Term instructors given a semester appointment will be appointed as follows:
- a. Three (3) courses (.43 time base) for sixteen (16) weeks instruction
  - b. Two (2) Courses (.29 time base) for sixteen (16) weeks instruction
  - c. One (1) Course (.14 time base) for sixteen (16) weeks instruction

Term Instructors given a summer appointment will be appointed as follows:

- a. Two (2) courses (.33 time base) for eleven (11) weeks instruction
  - b. One (1) course (.17 time base) for eleven (11) weeks instruction
- Term ELP Instructor Assignment Responsibility

- 15.6 The above salary is all inclusive of regularly assigned course-related activities as follows:
- a. Course-related activities: preparation, production of syllabus or course teaching plan, maintaining accurate and complete course records, student evaluation and assessment, inputting student attendance, reporting grades, and holding office hours (one (1) hour per week).
- 15.7 Term Instructors will be paid pro-rata with the time base of their appointment and the length of that appointment.
- (For example only using 2016/17 rates: a term instructor with a .14 semester appointment would receive  $16/43$  of  $\$58,749 \times 0.14 = \$3,060$  (rounded). A term instructor with a .17 summer appointment would receive  $11/43$  of  $\$58,749 \times 0.17 = \$2,555$  (rounded)). These numbers are approximations only. Actual salaries are determined using established payroll and/or State Controller's Office methodologies.
- a. Instructors who work less than a full semester or summer 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 per week the Dean or his representative and the prospective employee agree will be spent in conjunction with the course assignment.
- a. The maximum number of hours per week specified in the appointment letter cannot be increased without mutual agreement.
  - b. The appointment letter and the agreed upon number of hours are is 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.

### Additional Employment

#### 15.13 Additional Employment

Additional employment is employment that is substantially different to the primary or normal employment of an 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:

- a. Program leadership roles in program skill areas at a rate of \$1200 per term, including but not limited to:
  1. Grammar and Writing;
  2. Reading and Multi Skills Language and Test Preparation;
  3. Listening and Speaking.
- b. Instructors assigned to assist in placing students at the appropriate course level ("leveling") shall be paid \$275 per term.
- c. Special projects as assigned. A forty-hour special project will be compensated at the rate equal to that paid for a single summer course. Compensation for special projects less than forty hours will be pro-rated based on the preceding formula.

(For example only, a ten (10) hour special project at 2016/17 rates =  $\$2,555/4 = \$639$ )  
These numbers are approximations only. Actual salaries are determined using established payroll and/or State Controller's Office methodologies.

### Final Payment for ELP Instructors

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

### Emergency Pay

- 15.15 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

- 15.16 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.