

## ARTICLE 2

### APPOINTMENTS, POSTING AND NOTIFICATION

#### Posting of Appointment Opportunities

- 2.1 The University shall create and maintain a central website on each campus and shall post information on it regarding open hire bargaining unit employee positions when these positions become available. Open hire positions are those positions available for currently enrolled or admitted students that are not used to fulfill a commitment of support made to a student (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s). The University may update or edit this information as appropriate.
- 2.2 By April 1<sup>st</sup> of each year, the University shall post a summary of bargaining unit positions by department or hiring unit and classification that were filled in that academic year. The University shall notify the Union of the link to the summary of bargaining unit positions.
- 2.3 All postings shall contain the following information:
1. An employment non-discrimination statement.
  2. A general description of the duties performed by each of the classifications covered by the agreement.
  3. The “minimum qualifications” by classification as established by and at the sole discretion of the University.
  4. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
  5. Application procedures or hiring unit contact person for bargaining unit positions.
  6. Hiring criteria for each classification.
  7. Percentage or hours of appointment, when known.
  8. Deadlines for application and procedures for notification.

- 2.4 The determination of the above information shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.
- 2.5 Departments or other hiring units may also post information regarding open hire positions. Departments or other hiring units may, when necessary, make emergency appointments. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

#### Appointment Notification

- 2.6 The CSU may make appointments at any time and for any duration. Appointments of Teaching Associates and Graduate Assistants may be made at any time-base. Appointments of Instructional Student Assistants may be made for range of hours over a term(s). Substitute Teaching Associate assignments shall be made for a range of hours, and shall be compensated at the employee's existing hourly rate. Substitute Teaching Associate appointments shall be made from qualified Unit 11 employees who have notified the Department Chair that they are available for appointment as a Substitute Teaching Associate during the period of their primary appointment.
- 2.7 As soon as a hiring decision has been made, and prior to the **scheduled** start of the appointment, the University shall provide written notice of the appointment or reappointment in paper or electronic format to the affected individual. **When possible, the University will endeavor to provide fourteen days' advance notice of the individual's appointment, but the parties recognize that this provision should not delay the start of an appointment.**
- 2.8 The notice will include, but not be limited to: the applicable appointment title, appointment time-base percentage (or range of hours), effective dates, salary/wages, health and other applicable benefits and deductions, and tuition and fee waiver or exemption information, department or equivalent unit, department or equivalent unit contact information, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, the collective bargaining agreement's website address, a website address with UAW 4123 contact information and a systemwide website that provides information regarding the requirement and nature of the California Loyalty Oath.  
[Note: This website shall include FAQs and a statement that swearing to uphold the California Constitution does not require the employee to engage in violence.]

2.9 Prior to the commencement of the term or as soon as practicable thereafter, the University shall provide the ASE the following information:

- a. the faculty member or supervisor to whom the individual will report,
- b. the location where the work will be performed,
- c. the class assigned, if applicable,
- d. the time and place of any applicable orientations,
- e. the specific duties and expectations of the appointment as detailed in the form in Appendix F or a campus-based form that contains at least the same information. The University may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

2.10 No employee shall be deemed appointed in the absence of an official written notification from the President and the bargaining unit employee's acceptance within the timelines established by the notification. The bargaining unit employee shall have fourteen (14) days from date of written notification to accept the appointment.

#### Conditions of Appointment

2.11 The duration, terms and conditions of an employee's appointment will be specified in the appointment notification. The appointment notification shall state that the appointment automatically expires at the end of the period stated and does not establish an obligation for a subsequent appointment. No other notice shall be provided.

2.12 Appointments may be provided for any duration, including multiple academic terms (semesters, quarters). The University will guarantee employment during the first term of appointment. If an appointment is for more than one academic term, employment in academic terms after the first term of the appointment may be conditioned upon budget or enrollment. If an individual receives and accepts a non-conditional appointment, and the position offered and accepted is no longer available, the CSU will ensure that the employee:

- a. is placed in an appointment at the same level of compensation for the academic term(s) stated in the appointment notification, or

- b. receives the same compensation in lieu of the position for the academic term(s) stated in the appointment notification.
  
- 2.13 An employee may be reassigned by the CSU due to the operational needs of the CSU upon written notice. The CSU shall determine its operational needs, including the quality of its instructional and research activities. Any reassignment must be to another position with the same compensation.
  
- 2.14 As a condition of employment, all employees must remain academically eligible. In the event the employee becomes academically ineligible, the employee may be removed without pay from or returned to said appointment as set forth below.
  - a. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an employee who has become academically ineligible.
  
  - b. If a bargaining unit employee regains academic eligibility, the University shall determine in its sole discretion whether or not to reinstate the bargaining unit employee. Reinstatement, if any, shall be at the level of employment held prior to removal.
  
- 2.15 If a student is otherwise eligible for employment as an academic student employee, the University shall not limit the opportunity to apply for a vacant position based on (a) the number of academic units in which the employee is enrolled, or (b) the number of terms of prior employment as an academic student employee, except as necessary to comply with state or federal regulations and/or accreditation requirements.