Article VI

B. INCLUSION IN THE CONTINUING EDUCATION POOL

1. In order to be eligible for appointment, an individual shall have been included in the Continuing Education Pool. On or before November 1 of each academic year, the University, upon request of the Chapter President, will provide a list of all persons then included in the continuing education pool.

2. In accordance with University procedures, an individual may apply for inclusion in the Continuing Education Pool by submitting an application therefor to the Dean or designee thereof.

3. Thereafter the Dean or designee thereof may, at their sole discretion, decide to include the name of the applicant in the Continuing Education Pool.

4. Once admitted to the Continuing Education Pool, an individual shall, subject to the provisions of Sections E and F of this Article, continue to be included in the Pool unless and until they shall not have taught for a period of three (3) consecutive years when measured from the end of the instructional period during which they last taught.

5. If an individual has ceased to be included in the Continuing Education Pool because, as prescribed by subsection 4, they have not taught for three (3) consecutive years, they may, but subject to the provisions of Sections E and F of this Article, apply for readmission to the Pool in accordance with the preceding subsection 2.

C. APPOINTMENT

1. Each University shall post and maintain on its website, in the form of a calendar or otherwise, a current notice of the dates or periods during which, for each academic year, it prepares the schedule of courses that are to be offered during the instructional periods falling within that year. Nothing in this or any other provision of the Agreement shall accord to any member of the Continuing Education Pool any entitlement to teach any particular course or to do so at any particular time, date or place; and, except as is provided in the following subsection 2, nothing in this or any other provision of the Agreement shall prescribe or limit the manner in which the Dean or any academic department or other person or unit schedules or assigns the teaching of any course.

2. Prior to the commencement of each instructional period, the DGCE Chair, or designee thereof, shall submit to the Dean all recommendations for the appointment of persons to teach courses that are offered through the department in the Program of Graduate and Continuing Education. Except in an emergency, all such recommendations shall be made only in respect of persons whose names are included in the Continuing Education Pool.

3. Upon receipt of the DGCE Chair's recommendation, the Dean shall submit to the Vice President or designee thereof the DGCE Chair’s recommendation and their comments thereon.

4. The Vice President or designee shall forward all comments together with the recommendation of the DGCE Chair and the comments of the Dean to the President for final approval.

5.

6. Members of the bargaining unit shall be appointed at the appropriate rank in accordance with the minimum standards set forth in the criteria for that rank, but in no case shall a member of the bargaining unit be appointed at a rank lower than the rank they hold at a regionally accredited four-year college or university. The Dean’s decision concerning the rank at which a member is to be appointed shall be subject to review by the University’s Vice President for Academic Affairs upon appeal by the member. The University’s decision concerning such rank shall be final and binding, and no such decision shall be subject to arbitration under, or to any other provision of, Article X of this Agreement.

7. The terms and conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix C) shall be provided to the appointee. Where an appointment has been made and the doing so is otherwise feasible, efforts shall be made to issue letters of appointment at least fourteen (14) days in advance of the commencement of the instructional period; provided only that nothing in this requirement shall be deemed to impair the right of a University to cancel any appointment.