

ARTICLE 23 SUMMER SESSION

A. GENERAL PROVISIONS

1. For purposes of this Agreement, Summer Session is not considered part of the regular academic year, and does not constitute an academic quarter nor an academic semester, nor portion thereof.
2. This Article does not apply to fiscal year appointees, unless a fiscal year appointee holds an additional Summer Session appointment that is separate from their fiscal year appointment.
3. A Unit 18 faculty member appointed in for Summer Session shall be appointed as Lecturer in Summer Session title code 1550. **Summer Session compensation shall be treated for retirement and Social Security purposes in accordance with Article 11 – Benefits.** ~~Compensation for Summer Session is a fixed by agreement rate, which is not considered Covered Compensation for determining University of California Retirement Plan (UCRP) benefits or Defined Contribution Plan (DC Plan) contributions to fund the Savings Choice and Supplemental Savings Benefit option under the Retirement Choice Program.~~
4. The **Except as otherwise provided in this Agreement, the** provisions of **Articles 7A, 7B, 7C, and 7D** are not applicable to Summer Session appointments.
5. ~~All Summer Session appointment decisions shall be made at the sole discretion of the University except as provided herein and shall not be subject to Article 32 – Grievance Procedure except for procedural violations.~~
5. 6. Summer Session appointments shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment.
7. ~~The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties. Whenever possible, the University will consult the Unit 18 faculty member in advance of these assignments.~~
6. 8. In the event the University or campus converts the current academic calendar into a year-round calendar, or a department program or unit moves entirely to Summer Session, the parties shall meet and confer over the applicability of this article to the new academic calendar.

B. SUMMER SESSION CREDIT

- ~~1. Unit 18 faculty will receive the equivalent of one quarter or semester toward continuing appointment eligibility on the following conditions:~~
 - ~~a. that a course(s) taught by a Unit 18 faculty member during the academic year is moved to Summer Session and the course is no longer offered during the academic year; and~~
 - ~~b. that students are required by their academic program to take such a course(s);~~
 - ~~c. regardless of these provisions, no Unit 18 faculty may earn more than a total of three quarters or two semesters of such eligibility credit during any 12 month period.~~
1. ~~2. At the request of the Unit 18 faculty member, Unit 18 faculty shall receive the equivalent of one quarter or semester toward continuing appointment eligibility in a **the** department, program, or unit **in which the Summer Session course is taught, provided that the** if all of the following conditions are met:~~
 - a. The Unit 18 faculty **member** did not receive credit for a full academic year (3 quarters/2 semesters) of service in the immediately prior academic year in the same department, program, or unit; and
 - b. The Summer Session course taught is in the same department, program, or unit.
2. ~~3. Under no circumstances shall a Unit 18 faculty **member** receive more than one term credit for Summer Session in any given year **in a single department, program or unit. However, when a Unit 18 faculty member teaches a course that is cross-listed with another department, program, or unit, the Unit 18 faculty member shall receive credit toward Continuing status in both departments, programs, or units, provided the terms of section B.1. above are fulfilled.**~~
3. ~~4. If the Summer Session appointment qualifies as the 18th quarter or 12th semester of service, the University shall complete the excellence **Continuing promotion** review during the following academic year in accordance with Article XX – Academic Reviews.~~

C. SUMMER SESSION HIRING PRACTICES AND PROCEDURES

1. **Each department, program or unit that appoints Unit 18 faculty in Summer Session shall maintain and publish its Summer Session hiring practices, procedures and criteria. Such practices,**

procedures, and criteria shall be accessible to all Unit 18 faculty in the department, program, or unit and to UC-AFT.

2. **Upon request by UC-AFT, the University shall meet and confer regarding existing or proposed Summer Session hiring practices, procedures and criteria of any department, program or unit.**
3. **The University shall provide UC-AFT at least thirty (30) calendar days' written notice of any proposed change to Summer Session hiring practices or procedures. Upon request, the University shall meet and confer with UC-AFT regarding the proposed change prior to implementation.**

D.G. SUMMER SESSION APPOINTMENTS

1. **Letters of Appointment**

When a Unit 18 faculty member is offered an appointment in Summer Session, the Unit 18 faculty shall be informed in writing of:

- a. the title of the position;
- b. the salary amount, ~~and salary arrangements,~~ **and annual base salary used to calculate the Summer Session salary;**
- c. the name of the employing department ~~or unit~~;
- d. the period for which the appointment is effective;
- e. the course(s) assigned **and the IWC value assigned to each course;**
- f. any other duties that have been assigned **and the IWC value assigned to these duties;**
- g. the name of the department chair, program head or other person to whom the Unit 18 faculty member reports;
- h. the fact that Unit 18 faculty are represented by a union, ~~the UC-AFT;~~
- i. the fact that the terms and conditions of the appointment are contained in the Agreement;
- j. the website addresses of both the University and the Union, including a link to this Agreement; ~~and~~
- k. whether the appointment is ~~a contingency appointment and the~~

~~criterion on which a withdrawal of the appointment would be based.~~
contingent upon sufficient enrollment and, if so, the minimum enrollment required for each course and the date on which enrollment will be measured to determine whether that minimum has been met, pursuant to Section D.3; and

- I. if applicable, a statement that the appointment qualifies for service credit toward Continuing Status pursuant to Section B.**
2. Nothing in this Article prohibits the University from providing additional information in letters of appointment.
3. Letters of appointment will be issued thirty (30) calendar days prior to the start of the service period., ~~when practicable.~~ **Unit 18 faculty shall receive ten dollars (\$10) in compensation from the University for every calendar day that a letter of appointment is late.**
4. Insufficient Enrollment

The University may offer an appointment in Summer Session contingent upon sufficient enrollment in the course(s). If sufficient enrollment is not attained, the University may, at its sole discretion, withdraw an appointment that has been offered on a contingent basis, and will provide the Unit 18 faculty member the reasons, in writing, for the withdrawal. **In the event a course is cancelled due to insufficient enrollment fewer than fourteen (14) calendar days prior to the start of the service period, the University shall pay the Unit 18 faculty member \$1000.** ~~This paragraph is not subject to the provisions of Article 17 — Layoff, Reduction in Time, and Reemployment and/or Article 33 — Arbitration of this Agreement.~~

5. Layoff or Reduction in Time

~~Except as provided in section B.3. above,~~ Unit 18 faculty will be given at least seven ~~(7)~~ **fourteen (14)** calendar days advance written notice of layoff/reduction in time **prior to the start of the service period**, or pay in lieu of notice.

6. **Unit 18 faculty shall have full access to all reasonably necessary campus online systems, including but not limited to email, LMS/instructional technology platforms and online course databases as soon as practicable after the Unit 18 faculty member accepts the appointment, and no later than forty-five (45) days before the start of the assigned teaching responsibilities. Unit 18 faculty shall retain access to these systems for at least thirty (30) days after the end of the service period.**

E. SUMMER SESSION WORKLOAD

1. Instructional workload credits (IWC) for Summer Session shall be calculated in the same manner as during the academic year, in accordance with Article 24 – Instructional Workload.
2. When the workload of a Summer Session course is comparable to the same or a comparable course during the academic year, the academic-year IWC valuation and applicable workload policy shall apply.
When there are material differences in workload between a Summer Session course and the same or a comparable academic-year course, the IWC shall be adjusted to reflect the actual workload of the Summer Session course. Relevant factors may include, but are not limited to, the number and type of assignments, grading load, enrollment, instructional support, course modality, and the effects of a compressed instructional schedule.
3. The provisions of Article 8 – Instructional Support and Article 42 – Online Instruction apply to Summer Session appointments.
4. IWC valuations for Summer Session courses are subject to Article 32 – Grievance Procedure and Article 33 – Arbitration.

ED. COMPENSATION

1. Compensation for Summer Session work shall be based on the Unit 18 faculty member's annual salary rate in effect at the time of service. Unit 18 faculty shall receive the same compensation per IWC in Summer Session as they would receive for the same IWC during the academic year.
2. Any increase to a Unit 18 faculty member's annual salary rate that takes effect during the period of service shall apply to work performed on or after the effective date of the increase.
3. Summer Session compensation shall not be subject to a Summer Session salary cap.
4. ~~Subject to the provisions of the Agreement, compensation for Summer Session appointments shall be determined by one of the following methods at the sole discretion of the University:~~
 - a. ~~Normal compensation will be based on the annual salary of the Unit 18 faculty member in effect as of June 30 of the calendar year in which Summer Session begins. The University shall pay Unit 18~~

~~faculty the same percentage of salary provided to Senate Faculty at the same campus, generally, for the assigned Summer Session course responsibilities. In limited circumstances, the University may determine that it is necessary to provide lower compensation on an individual or campuswide basis. In doing so, the University will consider such factors as, but not limited to, the number of course units, enrollment, special nature of the course or session, availability and qualification of instructional staff, curriculum requirements or budgetary considerations. Under such circumstances, the University will provide to the AFT advance notice of the lower compensation, with the relevant factors underlying its decision.~~

4. ~~b.~~ The University may provide higher compensation to individual Unit 18 faculty members, or on a campus-wide basis at any time.
2. ~~Additional compensation limits shall apply to Unit 18 faculty with Summer Session appointments to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty. Should the University make changes to additional compensation limits, they shall apply to Unit 18 faculty to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty.~~

EE. BENEFITS

1. Maintenance of Health and Welfare Benefits
 - a. **The employee on pay status will maintain eligibility for Health & Welfare Benefits if they meet either requirement:**
 - 1) **they are in Beginning Benefits Eligibility period as defined in the Group Insurance Regulations (GIR); or**
 - 2) **during the previous Standard Measurement Period, the employee met the applicable eligibility threshold to continue benefits for the current Stability Period as defined in the GIRs.**
 - b. The University shall pay the UC employer portion of the premium during the time the Unit 18 faculty is on Summer Session pay status. ~~The Unit 18 faculty must meet the following requirements:~~
 - 1) ~~had a Unit 18 faculty appointment in the preceding Spring term;~~
 - 2) ~~acquired 750 hours for benefits eligibility by the preceding Spring term; and~~

- c. **The employee must** pay the employee portion of the cost.
 - d. Time worked in the summer will be counted for benefits eligibility for the purposes of the standard measurement period as defined in the Group Insurance Regulations (GIRs) and the Affordable Care Act (ACA).
2. **Once health and welfare coverage under this Section has commenced, any cancellation or withdrawal of the Summer Session appointment (including because of insufficient enrollment) or layoff from the appointment shall not result in retroactive termination of coverage. The Unit 18 faculty member shall retain such coverage through the end of the month in which notice of the cancellation, withdrawal or layoff is provided. The University shall continue to pay the employer portion of the applicable premium during this period, provided the Unit 18 faculty member pays the employee portion.**
3. **2- Retirement Benefits**

All Unit 18 faculty who are active members of UCRP (or a defined benefit plan to which UC contributes), or are active Savings Choice participants, or are eligible for full retirement benefits but have not yet elected or commenced membership in a primary retirement plan option under the Retirement Choice Program, and received a Summer Session appointment, shall be eligible for a mandatory pretax contribution of 3.5% made by the University and the eligible Unit 18 faculty shall pay 3.5% to the University's Tax Deferred 403 (b) Plan based on summer earnings during any and all terms taught in Summer Session.
4. **Consistent with Article 11 – Benefits, for a Unit 18 faculty member who earns less than one year of UCRP service credit during the applicable Plan Year, Summer Session service shall count toward UCRP service credit until the Unit 18 faculty member reaches one full year of service credit. Summer Session earnings for work beyond one full year of UCRP service credit shall remain eligible for the Summer Salary Benefit described in item F.3 above.**

G. GRIEVANCE AND ARBITRATION

1. **Allegations of violations of this Article shall be subject to Article 32 — Grievance Procedure and Article 33 — Arbitration.**