

Tentative Agreement

UC-AFT and UC
IX Successor Bargaining
Article 23 – Summer Session
UC Proposal #6
February 26, 2021

For UC-AFT



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For the University



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ARTICLE 23 SUMMER SESSION

A. GENERAL PROVISIONS

1. For purposes of this **Agreement** ~~MOU~~, 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. ~~An NSF Unit 18 faculty member~~ appointed in Summer Session shall be appointed as Lecturer in Summer Session title code 1550. ~~The University pays compensation, via a by-agreement rate, pay code. By agreement payments do not provide for retirement or benefits except as otherwise required by law.~~ **Compensation for Summer Session is a fixed compensation, via a by-agreement rate, pay code. By agreement payments do not provide for retirement or benefits except as otherwise required by law. 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 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.
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 ~~should~~ **will** consult the ~~NSF Unit 18 faculty member~~ in advance of these assignments.

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. Beginning with Summer Session 2012, a 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 an ~~NSF Unit 18 Faculty~~ 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 ~~NSF Unit 18 Faculty~~ may earn more than a total of three quarters or two semesters of such eligibility credit during any 12-month period.
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 department, program, or unit if all of the following conditions are met:**
 - a. **The Unit 18 faculty 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.**
3. **Under no circumstances shall a Unit 18 faculty receive more than one term credit for summer session in any given year.**
4. **If the summer session appointment qualifies as the 18th quarter or 12th semester of service, the University shall**

complete the excellence review during following academic year.

C. SUMMER SESSION APPOINTMENTS

1. **Letters of Appointment**

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

- a. the title of the position;
- b. the salary amount and salary arrangements;
- c. the name of the employing department;
- d. the period for which the appointment is effective;
- e. the course(s) assigned;
- f. any other duties that have been assigned;
- g. the name of the department chair, program head or other person to whom the ~~NSF~~ **Unit 18 faculty** reports;
- h. the fact that ~~NSF~~ **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; and
- j. the website addresses of both the University and the Union, including a link to ~~the MOU~~ **this Agreement**; and
- k. whether the appointment is a contingency appointment and the criterion on which a withdrawal of the appointment would be based.

2. **Letters of appointment will be issued thirty (30) calendar days prior to the start of the service period, when practicable.**

3. **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 ~~NSF~~ the reasons, in writing, for the withdrawal. 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 ~~MOU~~.

4. Layoff or Reduction in Time

Except as provided in section B. ~~23~~ above, ~~NSF~~ Unit 18 faculty will be given at least seven (7) calendar days advance written notice of layoff/reduction in time, or pay in lieu of notice.

C. COMPENSATION

1. Subject to the provisions of the Agreement ~~MOU~~, 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 ~~NSF~~ in effect as of June 30 of the calendar year in which summer session begins. The University shall pay Unit 18 faculty ~~NSF~~ 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 campus-wide 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.
 - b. The University may provide higher compensation to individual Unit 18 faculty ~~NSF~~, or on a campus-wide basis at

any time.

2. Additional compensation limits shall apply to Unit 18 faculty NSF 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 NSF to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty.

D. ~~MAINTENANCE OF BENEFITS~~

1. **Maintenance of Health and Welfare Benefits:** (moved from general provisions)

- a. **The University shall pay the UC employer portion of the premium during the time the Unit 18 faculty is on who teach in Summer Session pay status. The Unit 18 faculty must meet the following requirements:**

- i. **had a Unit 18 faculty appointment in the preceding Spring term;**

- ii. **acquired 750 hours for benefits eligibility by the preceding Spring term; and**

- iii. **pay the employee portion of the cost.** ~~in accordance with Article 11 – Benefits.~~

- b. **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. **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,

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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.