

for UC <sup>7A</sup> for AFT  
WBE By L H  
2/5/16 5 Feb 2016

**ARTICLE 23  
SUMMER SESSION**

**A. GENERAL PROVISIONS**

1. For purposes of this MOU, ~~Summer Sessions are~~ **is** not considered part of the regular academic year, and **does not constitute** ~~are~~ ~~neither~~ an academic quarter nor an academic semester, nor portion thereof.
2. An NSF appointed ~~to teach in~~ **in** Summer ~~Session~~ shall be appointed as Lecturer in Summer Session, title code 1550. ~~Appointment as a Lecturer in Summer Session does not confer eligibility status for benefits or retirement.~~ **The University pays Summer Session compensation, via a by-agreement pay code. By-agreement payments do not provide for retirement or benefits except as otherwise required by law.**
3. ~~With the exception of Section A.3.7 above, the provisions of Articles 7a, 7b, 7c are not applicable to this Article Summer Session appointments.~~
4. **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. ~~The appointment or reappointment~~ **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.**
6. **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 consult the NSF in advance of these assignments.**
- 3.7. Beginning with Summer Session 2012, an NSF 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 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. ~~R~~ regardless of **these** provisions ~~A.3.a and A. 3.b above~~, no NSF may earn more than a total of three quarters or two semesters of such eligibility credit during any 12 month period.

~~6. With the exception of Section A.3.7 above, the provisions of Articles 7a, 7b, 7c (to be renumbered) are not applicable to this Article.~~

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 APPOINTMENTS**

### **1. Letters of Appointment**

- ~~a.~~ When an NSF is offered an appointment in Semmer Ssession, ~~she or he~~ **the NSF** 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 reports; ~~and~~
  - h. the fact that NSF are represented by the UC-AFT;**

- ~~i. the fact that the terms and conditions of the appointment are contained in the Agreement; and~~
- ~~j. the Web Site addresses of both the University and the Union, including a link to the MOU. the website addresses of both the University and the union; and~~
- ~~k. whether the appointment is a contingency appointment and the criterion on which a withdrawal of the appointment would be based.~~

~~Letters of appointment shall be consistent with this MOU. If conflicts exist, this MOU shall be controlling.~~

## **2. 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 NSF the reasons, in writing, for the withdrawal. This ~~section (A.4.)~~ **paragraph** is not subject to the provisions of Article 17 - Layoff, Reduction in Time, and Reemployment and/or Article 33 - Arbitration of this MOU.

- ~~6. With the exception of Section A.3 above, the provisions of Articles 7a, 7b, 7c (to be renumbered) are not applicable to this Article.~~

## **3. Layoff or Reduction in Time**

**Except as provided in section B.2. above, NSF will be given at least seven (7) calendar days advance written notice of layoff/reduction in time, or pay in lieu of notice.**

- ~~7. The appointment or reappointment shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment. The appointment or reappointment may be terminated prior to the ending date of the appointment in accordance with the provisions of this MOU.~~

- ~~a. 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 consult the NSF in~~

~~advance of those assignments.~~

~~b. 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.~~

~~c. By October 1 of each year, the University shall provide the UC-AFT with operating budgets for the immediately preceding summer session for each campus.~~

~~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.C. COMPENSATION**

1. Subject to the provisions of the 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 NSF in effect as of June 30 of the calendar year in which summer session begins. The University shall pay 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 than set forth in B.1.a. 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 NSF, or on a campus-wide basis at any time.

- ~~2. Total monthly compensation for an NSF with a fiscal year (11 month) appointment who teaches in the summer session may not exceed 100% of the monthly salary rate.~~
2. **Additional compensation limits shall apply to 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 NSF to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty.**

**G. D. PAYMENT MAINTENANCE OF BENEFITS**

~~The University pays summer session compensation, as provided in Section B, above, via a by agreement pay code. By agreement payments do not provide for benefits or retirement. The University will provide notification of by agreement arrangements, including schedule of payments, at least three (3) months, whenever possible, prior to the beginning of the session.~~

**NSF who teach in Summer Session shall not be disadvantaged with respect to eligibility for health and welfare benefits, in accordance with Article 11, Benefits.**

