

## ARTICLE 21

### SUMMER TERM EMPLOYMENT

#### Application of CSU/CFA Agreement

- 21.1 The following terms and provisions of this Agreement shall apply to employees who become faculty unit employees solely by appointment to summer term employment:
- a. Article 1, Recognition
  - b. Article 2, Definition
  - c. Article 3, Effect of Agreement
  - d. Article 4, Savings Clause
  - e. Article 5, Management's Rights
  - f. Article 7, CFA Security
  - g. Article 8, Faculty Participation
  - h. Article 9, Concerted Activities
  - i. Article 10, Grievance Procedure
  - j. Article 11, Personnel Files
  - k. Article 16, Non-Discrimination
  - l. Article 17, Temporary Suspension
  - m. Article 18, Reprimands
  - n. Article 19, Disciplinary Action Procedure
  - o. Article 21, Summer Term Employment
  - p. Article 33, Holidays
  - q. Article 36, Additional Employment
  - r. Article 37, Safety
  - s. Article 39, Intellectual Property Rights
  - t. Article 41, Duration & Implementation
- 21.2 Accepting a summer term appointment shall not diminish a faculty unit employee's rights under the Agreement resulting from bargaining unit employment during the regular academic year.
- 21.3 The requirement under this Article to provide 1/30<sup>th</sup> compensation to employees who teach summer term applies only to faculty who were employed in a state-supported Unit 3 appointment in either the immediately preceding fall or spring semester of the academic year at semester campuses.

The requirement under this Article to provide 1/45<sup>th</sup> compensation to employees who teach summer term applies only to faculty who were employed in a state-supported Unit 3 appointment in either the immediately preceding fall, winter or spring quarter of the academic year at quarter campuses.

21.4 Faculty who were not employed in a Unit 3 appointment in any of the terms immediately preceding the summer term work may be appointed at any salary on the salary schedule for summer term work.

21.5 This Article 21, Summer Term Employment, supersedes all practices and agreements at any campus in effect on matters that are covered in this Article except as modified herein.

The campus summer agreement at Cal Poly SLO and the MOU regarding 12-month department chairs shall remain in effect.

21.6 The provisions of this Article 21, Summer Term Employment, shall control for summer term employment. In the event of a conflict between the terms of either the Agreement or any arbitration decisions, the provisions of this Article control.

#### Types of Summer Term Employment

21.7 Summer term employment may exist both at quarter and semester campuses, and may take the form of either state-funded year-round operations (including fee buy-down) or self-support for-credit programs offered through extension. Summer term employment may take the form of either work for extra pay upon mutual agreement of the faculty unit employee and the President, or work that is part of the regular academic year of a faculty unit employee at a QSYRO campus.

#### Appointment to Summer Term as Extra Pay

21.8 Appointment of a faculty unit employee to summer term employment shall be made by the President. The faculty unit employee shall maintain the academic or librarian rank prevailing during the immediate past academic year. Acceptance of an appointment and course assignment includes an

agreement by the employee to meet the class on the first day regardless of enrollment, for classes not canceled prior to that time.

- 21.9 Summer term employment is a conditional temporary appointment for a specific period of time.
- 21.10 A class may be canceled by the President. Such appointments may be canceled at any time by layoff pursuant to Article 38 or canceled at any time due to low enrollment or budgetary reasons. If an appointment is canceled due to low enrollment or budgetary reasons, the faculty unit employee shall be paid on a pro rata basis for each class taught prior to cancellation.
- 21.11 The official notification to a faculty unit employee of a summer term appointment shall include the beginning and ending dates of appointment, time base, salary, the requirement to meet the first class, and other conditions of appointment. The faculty unit employee's appointment may provide for participation in the student evaluation process.
- 21.12 The responsibilities of a faculty unit employee appointed to summer term employment may include teaching, office hours, and other responsibilities as assigned.

### Summer Term in Self-Support For-Credit Programs at All CSU Campuses

- 21.13 Classification code 2357 - Instructional Faculty – Summer Session - Extension shall be used solely for self-support for-credit programs offered through Extended Education.<sup>1</sup>
- 21.14 This agreement shall not preclude any CSU campus from either continuing its self-support for-credit summer session programs that are offered through Extended Education, and/or employing faculty in classification 2357 for self-supported, for-credit programs.

### Enrollment Based Compensation

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<sup>1</sup> Classification code 2322 - Instructional Faculty, Special Programs For Credit, shall be used solely for employment in self-support for-credit programs offered through Extended Education pursuant to Executive Order 802. Classification code 2323 - Instructional Faculty, Extension – For Credit shall be used solely for employment in self-support for-credit programs.

- 21.15 The salary of a faculty unit employee appointed for summer term shall be pursuant to the rates for summer term work classifications provided in Appendix C.<sup>2</sup> If the course to which a faculty unit employee has been assigned has enrollment of less than twenty (20) students, as determined by the final census date, the faculty unit employee's full salary shall be reduced by five percent (5%) for each student below twenty (20) students. In no case, however, may the reduced rate fall below sixty-five percent (65%) of the full salary. The President may offer rates higher than the reduced compensation rates for low enrollment. Reduced enrollment compensation is applicable only to summer term for extra pay.
- 21.16 If the course to which a faculty unit employee has been assigned has enrollment of fewer than twenty (20) students, at the second class meeting, s/he may withdraw from the appointment at that time, or the class may be canceled by the President.
- 21.17 The faculty unit employee shall receive compensation pro rata only through the second class meeting for a class from which s/he withdraws, or for a class cancelled by the President, pursuant to provision 21.10.

Compensation for Summer Term as Extra Pay at Quarter Campuses

- 21.18 At CSU quarter system year round operation campuses, the compensation of faculty eligible for summer term employment shall continue to be pursuant to classification 2368, Instructional Faculty - Extra Quarter Assignment.
- 21.19 Salary rates for faculty teaching regular credit courses at all non-year-round CSU quarter campuses (San Bernardino and Bakersfield) shall be at "the 1/45<sup>th</sup> rate" for each WTU of direct and indirect workload that has been assigned by the administration and completed by the faculty member pursuant to the following formula:

$$(FT\ AY\ Salary\ Rate) \times (\# \text{ Summer WTUs}) = 1/45^{th} \text{ rate } \$Amount$$

- a. Eligibility: Only those tenure-track and temporary faculty who taught at least one term in the immediately preceding academic year prior to the work performed in the Summer term are eligible.

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<sup>2</sup> Salary rates for classification codes 2357 and 2457 shall be identical.

- b. The “FT AY Salary Rate” referenced in the preceding formula is calculated as 1/45th of the faculty member’s full-time academic year salary. This rate is determined based on the faculty member’s salary rate in the preceding Spring term before Summer employment. If the faculty member was not employed in the preceding Spring term, the 1/45<sup>th</sup> rate shall be calculated upon the most recent academic term in the same academic year prior to the Summer term.
- c. The “Number of Summer WTUs (Weighted Teaching Units)” for class assignments in the formula shall be calculated and assigned in the same manner as those calculated and assigned for the preceding Spring term (or most recent term prior to Spring term when the faculty member was not employed in the Spring). The determination of WTUs for new courses offered for the first time during a Summer term shall be accomplished in accordance with established campus policies and procedures.

Summer Term as Extra Pay at Semester Campuses with State-funded Summer Sessions Including Fee Buy-Down Semester Campuses

21.20 Classification Class code 2457 – Instructional Faculty, Summer Session – State Support, will be used at all semester campuses<sup>3</sup> for for-credit programs that are supported with state funds, including state funding to subsidize the reduction of student fees.

21.21 Salary in Summer Term at Semester Campuses

- a. Salary rates for Summer term courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, shall be at “the 1/30<sup>th</sup> rate” at all semester campuses.
- b. “The 1/30<sup>th</sup> rate” as used in this MOU shall be calculated according to the following formula:

$$(FT\ AY\ Salary\ Rate) \times (\# \ YRO\ Summer\ WTUs) = 1/30^{th}\ rate\ \$Amount$$

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<sup>3</sup> This classification code shall also be used for state-funded extra pay summer term work at the Bakersfield and San Bernardino campuses.

- c. Eligibility: Only those tenure-track and temporary faculty who taught at least one (1) term in the immediately preceding academic year prior to the work performed in the YRO Summer term are eligible.
- d. The “FT AY Salary Rate” referenced in the preceding formula is calculated as 1/30th of the faculty member’s full-time academic year salary. This rate is determined based on the Faculty member’s salary rate in the preceding Spring term before YRO Summer employment. If the faculty member was not employed in the preceding Spring term, the 1/30<sup>th</sup> rate shall be calculated upon the most recent academic term in the same academic year prior to the YRO Summer term.
- e. The “Number of YRO Summer WTUs (Weighted Teaching Units)” for class assignments in the formula shall be calculated and assigned in the same manner as those calculated and assigned for the preceding Spring term (or most recent term prior to Spring term when the faculty member was not employed in the Spring). The determination of WTUs for new courses offered for the first time during a Summer term shall be accomplished in accordance with established campus policies and procedures.

Indirect Instruction Compensation

- 21.22 a. All probationary and tenured faculty at all campuses that do not receive a specific indirect instructional assignment with compensation in the Summer term shall receive an indirect instructional payment in the amount of \$150 per each unit of direct instructional work assigned.

All probationary and tenured faculty at all campuses that receive a specific indirect instructional assignment with compensation in the Summer term shall not receive the \$150 payment.

- b. Lecturers at all campuses that receive a specific indirect instructional assignment with compensation in the Summer term shall be compensated if that assignment is completed. Lecturers at all campuses that do not receive a specific indirect instructional assignment with

compensation in the Summer term shall not receive any compensation for indirect instructional work.

### Contractual Provisions Applying at All Campuses

- 21.23
- a. Sick leave may be accrued by part-time faculty during Summer term employment up to the equivalent of a full-time position and may be used by all faculty during their Summer term employment or any subsequent period of employment as specified in the Collective Bargaining Agreement.
  - b. The terms of the Leaves of Absence with Pay Article (Article 23) are applicable to all faculty during their Summer term employment as specified in the Collective Bargaining Agreement.
  - c. WTUs taught by lecturers during the Summer term shall be credited toward SSI eligibility.
  - d. Summer term service shall be credited for the determination of subsequent CSU appointments for lecturers pursuant to provisions 12.3 and 12.12 (one-year or three-year appointment rights) and the WTUs worked during Summer term service shall be credited in the calculation of the appropriate time base for subsequent appointments.
  - e. The foregoing requirements shall be implemented for teaching Summer term courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses.
  - f. The terms of this Article shall not supersede any provision of the law related to the health or retirement benefits provided by the California Public Employment Retirement System (CalPERS). Pursuant to Article 32 of the current Collective Bargaining Agreement between the parties, eligibility for CalPERS benefits are defined and determined by CalPERS.

### Staffing in Summer Term

- 21.24 The following provisions shall be added to the Angelo Order of Assignment as Category IV: "When making class assignments to Faculty During Summer

Term as Extra Pay at All Campuses with State-funded Summer Sessions Including Fee Buy-Down Campuses.”

Departments shall assign work in the following order to qualified faculty:

- a. Campuses need not offer work first to all probationary and tenured faculty, but must offer work first to enough probationary and tenured faculty to satisfy the percentages identified herein for each campus. Of all faculty appointed in the Summer term, the percentage by headcount who are probationary and tenured faculty at each campus who are offered an appointment must be no less than the following:

1. Bakersfield – 51%
2. Channel Islands - 24%
3. Chico - 55%
4. Dominguez Hills - 42%
5. East Bay – 20%
6. Fresno 46%
7. Fullerton - 35%
8. Humboldt - 55%
9. Long Beach - 46%
10. Los Angeles – 30%
11. Maritime Academy - 57%
12. Monterey Bay - 33%
13. Northridge - 41%
14. Pomona – 53%
15. Sacramento - 54%
16. San Bernardino – 45%
17. San Diego - 46%
18. San Francisco - 48%
19. San Jose - 42%
20. San Luis Obispo – 60%
21. San Marcos - 49%
22. Sonoma - 53%
23. Stanislaus - 50%

Teaching in the Summer term for extra pay is voluntary and meeting the required minimum percentage of probationary and tenured faculty



provided above is dependent upon a sufficient number of probationary and tenured faculty accepting the voluntary summer work assignments.

- b. After meeting the minimum percentage for probationary and tenured faculty in 21.24(a), or after exhausting the offer process for such faculty, campuses may utilize/hire qualified volunteers, administrators, TAs or other students to teach classes.
- c. Next, campuses must offer teaching assignments to qualified lecturers with three- year appointment rights or one-year appointment rights if their time base entitlement pursuant to Article 12 was not fully satisfied during the immediately preceding academic year. Assignments offered shall be up to the maximum time base entitlement pursuant to provision 12.5.
- d. Next, campuses must offer teaching assignments to qualified lecturers who taught in the immediately preceding academic year who are not included in provision 24.21(c).
- e. Finally, campuses may offer teaching assignments to any other candidates.
- f. The procedural requirements of provision 12.7 of the Agreement shall not apply to staffing during the summer term at any CSU campus.
- g. Tenure-track employment numbers for each campus shall be reviewed annually by the local campus Administration and local CFA. Such numbers may be modified for the Summer following review by mutual agreement. Any disagreement shall be submitted to the State level for resolution.

### General Provisions

21.25 The provisions of this Article 21, Summer Term Employment, shall control over the disposition of any grievances or other claims or causes of action related to Summer term employment that were filed prior to the effective date of this agreement. This provision covers, but is not limited to, the assignment

of work, salary paid and benefits provided to faculty unit employees at any CSU campus for subsequent Summer terms covered by this Article.

### Teaching Associates

21.26 No later than November 1 of each year the CSU shall provide to the CFA the number of Teaching Associates, Instructional Student Assistants and Graduate Assistants employed by each campus during the immediately preceding Summer term(s). This report shall also provide the number of TAs by the department field currently contained in the CSU PIMS database.

### Additional Employment During a Summer Term

21.27 For academic year or 10-month faculty unit employees, additional employment and overload limits one hundred and twenty-five percent (125%) shall be calculated and applied independently during Summer periods.

### Summer Health Benefits Stipend

21.28 Lecturers who meet all of the following criteria shall receive a stipend of four hundred dollars (\$400) per month for any of the July, August, and/or September pay periods during which s/he was not eligible for CalPERS health benefits<sup>4</sup>:

- a. Was employed in the immediately preceding Spring term and enrolled in CalPERS health benefits; and
- b. Was appointed and worked at least six (6) WTUs during their entire Summer term employment.

### Humboldt State University and CSU Sacramento

21.29 Upon agreement of the local CFA Chapter and the Administration, Humboldt State University and CSU Sacramento may utilize the following definition of the academic year for the duration of this Agreement:

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<sup>4</sup> Stipends are not paid to any employee who is eligible for CalPERS health benefits during these pay periods.

Absent mutual agreement to utilize the full Article 21 Summer Term Employment agreement, the definition of academic year and "work spreading" described below shall remain in effect.

- 21.30 The work year of an academic year employee shall not exceed one hundred and eighty (180) full-time workdays, or days in lieu thereof, or the equivalent of one hundred and eighty (180) full-time workdays, or days in lieu thereof, spread over all three (3) academic terms, including the Summer term. It is the intent of the parties that this will permit academic year employees to spread their regular employment over all three (3) academic terms, including the Summer term, by reducing their workload during two (2) or more terms. Summer term is the leading term. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred and eighty (180) days. The campus academic calendar shall establish the workdays of academic year employees.
- 21.31 The application of this definition requires that Summer be considered the first term of the academic year for the purposes of spreading faculty workload. Upon the request of a faculty member to spread work, a determination will be made by the appropriate administrator after consultation with the department.