

Article 38. Summer Session

38.1 Non-registered ASEs

~~In Departments or Hiring units where non-registered graduate ASEs perform hourly bargaining unit work during Summer, the minimum hourly rates of payment shall be based on a 340 hour semester workload.~~

~~ASEs hired during the summer session will be paid at the same rate, or at a greater rate, than they were paid during the previous academic year.~~

~~Summer Assistantships [list titles that will be used for these appointments] will be paid at or above the rate used by the hiring department/campus during Fall and Spring semester of the previous academic year for the same non-Summer job title.~~

~~Summer Hourly appointments [list titles that will be used for these appointments] will be paid at or above the minimum hourly rate used by the hiring department/campus during Fall and Spring semester of the previous academic year.~~

~~Summer Activity-based appointments [list titles that will be used for these appointments] provide a pre-determined amount of compensation to complete a defined activity over a defined term of appointment. The pre-determined compensation associated with the activity-based appointment will be divided equally over the pay periods covered by the appointment. The number of anticipated hours for these positions will be determined by dividing the pre-determined compensation amount by the hourly equivalent of the rate used by the hiring department/campus during Fall and Spring semester of the previous academic year for the same non-Summer job title.~~

~~Hourly equivalent rates shall be calculated by dividing the 9 month salary by 680 hours.~~

38.2 Appointment Security

~~If an individual accepts appointment to an ASE position during the summer and the position offered is eliminated or reduced, the University shall notify the affected individual and the Union one month in advance. Furthermore, the University will ensure that the individual:~~

~~**38.2.1** Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or~~

~~38.2.2 Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment. For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.~~

38.3 Summer Funding Notice Transparency

As soon as practicable, but no later than ~~thirty (30)~~ ~~sixty (60)~~ days before the commencement of each summer session, departments shall notify ASEs of all Summer Session ASE appointment opportunities, either by posting on the department ~~or University~~ website or announcing via an email listserv. Should new positions become available ~~after the posting date~~, they shall be posted ~~as soon as practicable within fourteen (14) calendar days~~. Notices will describe the work duties associated with the appointment, the anticipated hours, the manner in which compensation will be provided (salaried, ~~or~~ hourly or activity-based), the amount of expected compensation, a statement indicating that the position is covered by this collective bargaining agreement, ~~and an employment non-discrimination statement, and any formal guidelines regarding hiring for and allocations of ASE positions~~. The notification shall contain the following information:

1. The projected number of available ASE positions by department/hiring unit the University anticipates for the following Summer Session. This projection is not a guarantee of the actual number of ASE positions that will be available or filled.
2. An employment non-discrimination statement.
3. A general description of the duties performed by each of the classifications covered by the agreement.
4. The “minimum qualifications” by classification as established by, and at the sole discretion of, the University.
5. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University and The application procedures or hiring unit contact for ASE positions.
6. Appointment % FTE (when applicable) or expected hours for hourly employees, salary and wage information, and information regarding health and other applicable benefits.
7. A statement indicating that the position is covered by this collective bargaining agreement and the current collective bargaining contract website address.
8. Effective dates and duration of appointment (when applicable)
9. Any formal guidelines regarding hiring for and allocations of ASE positions

38.4 Workload

38.4.1 An ASE with a 50% assistantship appointment during summer session shall not be assigned a workload that exceeds an average of 20 hours per week. ASEs with a 50% FTE appointment for a twelve (12) week summer session shall not be assigned a workload that exceeds 240 hours for the term. ASEs shall not be assigned a workload that exceeds an average of 20 hours per week. will not be assigned to work more than eight (8) hours in any one day, and will not be expected to work more than five (5) days consecutively during their appointment. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned. This provision shall apply proportionately to other percent assistantships appointments and/or to summer assistantship appointments sessions of different lengths.

38.4.2 An ASE working as a reader, grader and/or Tutor shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a Reader or Tutor to take to satisfactorily complete the work assigned. Readers, Special Readers and Tutors will not be assigned to work more than eight (8) hours in any one day and will not be expected to work more than five (5) days consecutively during their appointment.

38.4.3 The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 32, Workload.

38.5 International Student Summer Funding

Upon ratification, the parties will convene a joint union-management initiative to explore solutions for ASEs who are unable to find employment during the summer pursuant to their visa or immigration status.

If an ASE in a bargaining unit position for one or more semesters in an academic year, and is unable to find employment during the summer pursuant to their visa or immigration status, the University will ensure that the individual is given a 50% 6-week 12-week appointment in a bargaining unit classification, or receives equivalent compensation in lieu of a position.