

**Article 24
SUMMER SESSION**

A. WAGES

1. Teaching Assistant, Teaching Fellow, Graduate Student Instructor, Associate In

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate In, who is not an Instructor of Record who has a 50% appointment during summer session, shall be compensated at the rate resulting from dividing the academic term gross salary by the maximum workload of 220 hours (quarter) or 340 hours (semester) and multiplying the result by 120 hours (for a six-week summer session). This compensation rate shall apply proportionately to other percent appointments and/or to summer sessions of different lengths. ASEs and groups of ASEs who are currently paid at a rate greater than this in summer 2007 shall continue to be paid on that basis (plus any additional wage increases that ASEs in the unit received in the previous academic year).

2. Instructors of Record

During the term of this contract, the University shall maintain the status quo on its method for compensating Instructors of Record in the summer session.

3. Reader, Remedial Tutor, Tutor, Special Reader (not applicable at UCSC)

The hourly rate for an appointment in these classifications shall at a minimum be the hourly rate in effect for the preceding academic year.

4. Proportionate Application

Salaries may be applied proportionately to other percent appointments and/or with the exception of UC Santa Barbara, to summer sessions of different lengths. A summer session appointment will be as defined in Section 23.F of this article.

B. APPLICABLE ARTICLES

The following articles apply to ASEs who are employed in the summer session: Recognition, Classifications, Defined Contribution Plan, Definitions, Discipline and Dismissal, Emergency Layoff, Employment Files and Evaluations, Grievance and Arbitration, Health and Safety, Holidays, Labor Management Meetings, Leaves, Management and Academic Rights, No Strikes, Non-Discrimination in Employment, Parking and Transit, Travel, Severability, Training and Orientation, Union Access and Rights, Union Security, Waiver, Wages, Workspace and Instructional Support, and Duration.

The remainder of the articles in this agreement do not apply to ASEs who are employed in the summer session.

C. APPOINTMENT NOTIFICATION

1. The University shall provide written notice (e.g., letter or email) of appointment to individuals offered an ASE summer session appointment. When a position

becomes available more than thirty (30) days in advance of the assignment the ASE shall receive written notification of the appointment no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of summer session, notification will be made as soon as possible. The notice shall include, but shall not be limited to: appointment title; summer session/hiring unit contact; academic department/program, if known; effective dates; salary/wages; appointment percentage (or range of hours); response requirements, if any; a statement that the position is covered by a collective bargaining agreement between the parties; the contract website address; and a statement that the name and department address of all ASEs are released to the UAW.

2. The notice from the summer session hiring department will also include the following if known: academic department/program, faculty member or supervisor to whom the individual will report, the location where the work will be performed, course assigned, general job responsibilities and other information as deemed appropriate by the University. If the information is not known and available at the time the appointment notification is provided by the summer session hiring department, this information will be communicated at a later time by the University and if practical the information will be provided in writing.

D. APPOINTMENT SECURITY

If the University fails to notify an ASE prior to the commencement of the second meeting of the assigned section or class that a position offered and accepted is no longer available, the University will ensure the individual:

- a. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or
- b. receives equivalent compensation in lieu of the position for the session at the level offered.

E. JOB POSTING FOR SUMMER SESSION

1. Campus-Wide Posting

As soon as practicable, but no later than February 1 of each year, except at UC Irvine where the date will be no later than December 15, the University shall begin posting information regarding Summer Session ASE opportunities on the campus web site. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The University may update or edit this information as it deems appropriate. The web site shall contain the following information.

- a. 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.
- b. An employment non-discrimination statement.

- c. A general description of the duties performed by each of the classifications covered by the agreement.
- d. The “minimum qualifications” by classification as established by and at the sole discretion of the University.
- e. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
- f. The application procedures or hiring unit contact for ASE positions.

2. Department-Level Posting

Nothing in this article or in this agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

F. SUMMER SESSION WORKLOAD

- 1. A Teaching Assistant, Teaching Fellow or Associate In, who is not an Instructor of Record, with a 50% appointment for a six (6) week summer session shall not be assigned a workload that exceeds 120 hours or will not be assigned to work more than eight (8) hours in any one day. 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 appointments and/or, with the exception of UC Santa Barbara, to summer sessions of different lengths.
- 2. An ASE who is considered the Instructor of Record during the summer session will be responsible for the summer session course.
- 3. Readers, Special Readers and Tutors 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.
- 2. ASEs should initiate discussions with their supervisors as soon as they anticipate any workload related issues that would result in a violation of this article.
- 3. Disputes regarding workload arising under this article are not subject to Article 12, Grievance and Arbitration, of this agreement. In the event a dispute arises regarding workload, the procedures set forth in Article 31, Workload, shall apply. The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 31, Workload.