

**AGREEMENT**

**between the**

**State of Wisconsin**

**and**

**Milwaukee Graduate Assistants Association**

**May 13, 2006 – June 30, 2007**

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## **AGREEMENT**

This Agreement is made and entered into this thirteenth day of May, 2006, at Milwaukee, Wisconsin, pursuant to the provisions of Subchapter V of Chapter 111, Wis. Stats., by and between the State of Wisconsin and the University of Wisconsin-Milwaukee (hereinafter referred to as the Employer) represented by the Office of State Employment Relations and the Milwaukee Graduate Assistants Association (hereinafter referred to as the Union) as the representative of employees employed by the State of Wisconsin, as set forth specifically in Article II.

### **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

## DEFINITIONS

“Day” - A calendar day, unless otherwise specifically stated.

“Year” - Fiscal year (from July 1 through June 30), unless otherwise indicated.

“Employer” - The State of Wisconsin, the University of Wisconsin-Milwaukee, as represented by the Office of State Employment Relations.

“Union” - Milwaukee Graduate Assistants Association.

“Employee” - A graduate student registered at the University, who is currently appointed as a teaching assistant, project assistant or program assistant.

“University” - The University of Wisconsin-Milwaukee.

“Department” - Any administrative/ organizational unit, to include organizational entities referred to as academic departments, non-departmentalized schools, Centers, Institutes, Laboratories, Clinics, Consortia, Facilities, Studies, or others so designated by the Employer, which directly employs teaching and/or program/project assistants.

“Work time” - Scheduled and Unscheduled work time.

“Scheduled work time” - That portion of work time which is normally scheduled by or at the direction of the Employer.

“Unscheduled work time” - That portion of work time which is flexible and normally self-scheduled by the employee.

## **ARTICLE I**

### **Scope of the Agreement**

This Agreement covers the program, project and teaching assistants of the University of Wisconsin-Milwaukee as defined by the Wisconsin Employment Relations Commission Certification, Case 306, No. 45476, SE-99, Decision No. 26860-A, dated May 9, 1991.

## ARTICLE II

### Recognition and Union Security

#### Section 1. Union Recognition

The Employer recognizes the Milwaukee Graduate Assistants Association (MGAA) as the exclusive collective bargaining agent for all Program, Project and Teaching Assistants employed by the University of Wisconsin-Milwaukee. Nothing in this Agreement shall be construed as a grant by the Employer of exclusive jurisdiction over types of duties or work assignments to Teaching, Program or Project Assistants to the Union.

Program assistant or project assistant (PA) means a graduate student enrolled in the University of Wisconsin system who is assigned to conduct research, training, administrative responsibilities or other academic or academic support projects or programs, except regular preparation of instructional materials for courses or manual or clerical assignments, under the supervision of a member of the faculty or academic staff, as defined in s. 36.05(1) or (8), Wis. Stats., primarily for the benefit of the University, faculty or academic staff supervisor or a granting agency. Project assistant or program assistant does not include a graduate student who does work which is primarily for the benefit of the student's own learning and research and which is independent or self-directed.

Teaching assistant (TA) means a graduate student enrolled in the University of Wisconsin system who is regularly assigned teaching and related responsibilities, other than manual or clerical responsibilities, under the supervision of a member of the faculty as defined in s. 36.05(8), Wis. Stats.

Employees excluded from this collective bargaining unit are all supervisors, management employees and individuals who are privy to confidential matters affecting the Employer-employee relationship.

Should a dispute arise between the parties as to whether an employee(s)/ position(s) is appropriately included in or excluded from the bargaining unit, the party raising the issue shall notify the other and a meeting will be scheduled within thirty (30) days in an attempt to reach agreement. If no agreement is reached the exclusive remedy shall be that either party may request the Wisconsin Employment Relations Commission to decide the appropriate bargaining unit status of the employee(s)/position(s) pursuant to Wisconsin Statutes.

**Section 2. Union Dues and Political Action Committee Deductions**

**A. Dues Deduction**

Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms mutually agreed to and provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues. New individual orders submitted to the University payroll office on or before the 12th day of each month will be effective for deduction from the following pay check. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, and insurance payments. Deductions shall be certified to the Employer in writing by the Union as a uniform percentage, a uniform percentage with a dollar cap, or a flat dollar amount for all employees authorizing deductions. The Employer shall implement any changes in the certified deduction amount as soon as possible, but in no case later than ninety (90) days after notification by the Union.

Such orders may be terminated in accordance with the terms of the order the employee has on file with the University Payroll Office. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate her/his order by the employee giving sixty (60) days written notice to the University Payroll Office. Upon receiving such notice the University Payroll Office shall forward one copy to the Union. When an employee who has a MGAA dues deduction authorization card on file with the University Payroll Office ceases to be in the bargaining unit, the dues deduction under this Agreement shall cease. New authorization cards must be submitted by anyone from whom dues were not taken during the September payrolls.

**B. Maintenance of Membership**

In the event that a fair share or maintenance of membership certification is authorized by the Wisconsin Employment Relations Commission, the University agrees to deduct from the earnings of the affected employees in the bargaining unit the amount of dues or the proportionate fair share charge calculated in the same manner as dues deductions for the cost of the collective bargaining process and the contract administration as certified by the Union. The University shall implement any changes in the certified deduction amount as soon as possible, but in no case later than ninety (90) days after the notification by the Union. The Union shall notify the University of the amount no later than the effective date of the fair share or maintenance of membership authorization. The University shall provide the Union with an alphabetical list of employees paying these deductions.

The Union will provide employees subject to fair share or maintenance of membership deductions, regardless of union membership, with an internal mechanism consistent with state and federal law which:

\* advises employees of their rights to challenge the propriety of the fair share or maintenance of membership amount certified by the Union as the cost of representation allowed under law,

\* provides for a reasonably prompt decision by an impartial decision-maker regarding any such challenge,

\* provides for an interest bearing escrow of any disputed fair share or maintenance of membership amounts, and

\* assures timely rebate of any and all monies to which the employees are entitled as a result of successful challenge to the Union's fair share or maintenance of membership amount.

The Union shall also provide the same information to the Employer and shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

### **C. Political Action Committee Deduction**

Upon receipt of a MGAA-Political Action Committee deduction authorization form from an employee on mutually agreed to forms provided by the Union, the Employer will deduct from the pay of such employee the contribution authorized by the employee. Such authorization shall be terminable in accordance with the terms of the authorization card the employee has on file with the University Payroll Office. However, under no circumstances shall an employee be subject to a deduction without the opportunity to terminate his/her authorization by the employee giving sixty (60) days written notice to the University Payroll Office. Upon receipt of such notice, the University Payroll Office will forward one (1) copy to the Union. When an individual ceases to be

an employee, the deduction under this Agreement shall cease. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, insurance payments and dues deductions. Deductions shall be certified to the Employer by the Union, in writing, as a uniform percentage, a uniform percentage with a dollar cap, or a flat dollar amount for all members of the bargaining unit authorizing deductions. The Employer shall implement any changes in the employee's certified deduction amount as soon as possible after written notification of such change by the employee. New authorization cards must be submitted by any employee from whom PAC deductions were not taken during the September payrolls.

**D. Remittance**

The Employer will remit all such deductions to the Union within twenty (20) days after the pay day covering the pay period of the deduction. At the same time, the Employer will provide the Union with a list in a form to be determined by the Employer of all bargaining unit employees from whom dues have been deducted. This list shall be alphabetical, and contain the name, social security number, UDDS number, job title, and amount deducted from each employee. (The Employer will also provide the Union with an alphabetical list of employees with authorization cards on file for whom no deduction was taken.)

**E. Error Correction**

The Employer and the Union will take all reasonable corrective action to resolve errors within sixty (60) days following discovery of the error. Administrative errors of overpayment or underpayment to the Union in amounts of two dollars (\$2.00) or less for an individual shall be waived by the parties. A cap of fifteen dollars (\$15.00) per month shall apply to the amount waived by both parties. The Employer will inform the Union of all such errors discovered by the Employer. The Union will inform the Employer of all such errors discovered by the Union.

**F. Indemnification**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

**Section 3. Personnel Listings, Information Exchange**

A. The Employer will provide the Union with a copy of the Staff Directory when published and available at no cost.

B. The Union and the University agree to cooperate in the mutual exchange of information pertinent to the purpose of Collective Bargaining or the enforcement of this Agreement.

C. Upon written request by the Union, the Employer agrees to provide the Union with a list of employees in the bargaining unit, alpha ordered, specifying the employee title, UDDS, FTE, rate and base pay, and where authorized by the employee, the home address and telephone number. Lists shall be in a form to be determined by the Employer. The Employer agrees to provide the above list to the Union by the Tuesday following the first weekend after the first pay date of the fall and spring semester and within seven (7) days after July 1.

Each month the Employer agrees to furnish to the Union a list of employees who have been added or dropped from the bargaining unit.

D. On request from the Union, the Employer will provide the information in C., above, on an alternative medium, mutually agreed to by the parties, and provide a cost estimate to the Union. Should such a list be produced on an alternative medium, all costs incurred will be borne by the Union.

**Section 4. University of Wisconsin-Milwaukee TA and PA Personnel Policies and Procedures Information**

For informational purposes only, the Employer will provide, upon written request from the Union, a copy of the Administrative Procedures For The Appointment of Graduate Student Staff published by the Graduate School.

**Section 5. Use of Facilities, Equipment and Services**

The University shall make facilities, meeting rooms, equipment and services available to the Union in accordance with University procedures under the same terms and conditions as other certified employee labor organizations. The Union shall not be required, as a condition of using such facilities, equipment or services, to register as a student organization under University regulations.

**Section 6. University Mail Services**

To the extent allowed by law, the Union shall be allowed to use the intra-University mail service for the University for a maximum of twenty-four (24) mailings per year to employees, not to exceed four (4) per month.

Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;

- E. Union meetings;
- F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;
- G. Reports of Union standing committees.

No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

**Section 7. Bulletin Boards**

The Employer shall provide Bulletin Boards at locations mutually agreed upon for use by the Union to enable employees of the Bargaining Unit to see notices posted thereon. Such mutual agreement shall be arrived at locally between the contract administrator and the Union. In the event any new Bulletin Boards are mutually agreed upon, the Employer shall pay fifty percent (50%) and the Union shall pay fifty percent (50%) of the cost of such new boards.

Only designated Union representatives shall post or remove material from Union bulletin boards. The Employer is not responsible for removing material from bulletin board space which does not conform to this Section.

All material posted shall relate to matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;

- E. Union meetings;
- F. Rulings or policies of the International Union or other Labor Organizations with which the Union is affiliated;
- G. Reports of Union standing committees;
- H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee; and,
- I. Official Union publications.

No political campaign literature or material detrimental to the Union or Employer shall be posted.

**Section 8. List of Union Officers**

Upon written request, the Union shall supply the Office of State Employment Relations and the UW-Milwaukee contract administrator, in writing, and shall maintain with the Office of State Employment Relations and the UW-Milwaukee contract administrator on a current basis, the complete list of all officers and authorized representatives of the Union. Should the Union appoint a designee, the Union shall furnish the name of such designee to the UW-Milwaukee contract administrator. The Union shall notify the Office of State Employment Relations and the UW-Milwaukee contract administrator and each University Department, in writing, of the MGAA representative for that department.

**Section 9. Union Conventions/Educational Classes**

Employees who are duly elected delegates or alternates to Union Conventions shall be granted leave without pay for attendance on the following basis:

- A. Two (2) days leave without pay for no more than four (4) employees to attend the AFT-Wisconsin State Convention, each year.
- B. Up to four (4) days leave without pay for no more than four (4) employees to attend the State AFL-CIO Convention or State AFL-CIO Legislative Conference each year.

C. Up to five (5) days leave without pay for no more than four (4) employees to attend the AFT/QUEST Convention each year.

D. Notwithstanding A. through C. above, the Employer retains the right to limit the number of employees from any one Department who may be given leave at any given time in order to meet the operational needs of the University, or due to the unavailability of substitutes. Such leave shall not be unreasonably denied.

E. Employees must give their director/department chair fourteen (14) days advance written notice of their attendance at a convention listed in A., B., or C..

F. If an employee is denied leave to attend a convention listed in A., B., or C. above, on request of the employee, the employee shall be given the reasons for the denial in writing.

G. An employee may find a qualified substitute, acceptable to the supervisor and the director/department chair, to substitute on an unpaid basis. If such employee arranged substitution occurs, the employee attending the convention will not incur a loss of pay.

**Section 10. Educational Classes**

A. Subject to the operational needs of the University and the availability of substitutes, employees who are elected or selected by the Union to attend educational classes, conferences, institutes, seminars or workshops conducted by or for the Union and its affiliated labor organizations shall be granted time off from work without pay for the purposes of participating in the classes. The number of days off for such purposes shall not exceed five (5) days for each employee in any one fiscal year, no more than two (2) days in any one instructional period. The employee shall notify the chair of the department at least fourteen (14) days in advance of the anticipated absence. The total number of employees granted such an absence at any given time shall not exceed four (4).

B. An employee may find a qualified substitute, acceptable to the supervisor and the director/department chair, to substitute on an unpaid basis. If such employee arranged substitution occurs, the employee attending the educational class will not incur loss of pay.

**Section 11. Union Visitations**

The Employer agrees that non-University affiliated officers and representatives of the Union shall be admitted to University premises during normal working hours by giving twenty four (24) hours advance notice to the appropriate Employer representative, whenever possible. The Union will limit such visitations to a reasonable number of visits per work site per year. Employees functioning as Union visitors shall not be in pay status. Where access to the premises is specifically regulated, the Union visitor will abide by all such regulations. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of the employees. The Employer has the right to designate a private and reasonably accessible meeting place and to provide a representative to escort the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place. Notwithstanding the above, access to a classroom, laboratory or other areas during an instructional period given by an employee requires the approval of the supervising faculty member.

**Section 12. Union Information**

A. The Employer agrees to distribute to each employee upon time of appointment informational material furnished to the Employer by the Union. The distribution shall be through the appointing department and will take place in a timely manner following receipt from the Union.

This informational material to be distributed by the Employer may include:

1. Cover letter
2. Information about Union history and structure
3. Membership information
4. Contract information
5. Information regarding union meetings and events
6. Lists of contact persons and officers
7. Other material mutually agreed upon by the Employer and the Union.

B. Upon written request by the Union, the Employer shall provide the Union with the scheduled dates and locations for the campus Orientation for new instructional employees sponsored by the Center for the Improvement of Instruction. The Center for the Improvement of Instruction will make the room in which the orientation is held accessible to the Union for up to one (1) hour after orientation has ended. If there is a cost associated with the room, a percentage of that cost will be prorated to the Union according to their usage.

**Section 13. No Interference**

A. The Union shall have the right to communicate with employees at all times except work time without intentional interference from the Employer, provided such Union actions do not interfere with the normal duties of employees.

B. Employees shall not conduct any Union activity or business during work time, except as specifically authorized by the provisions of this Agreement.

**Section 14. Union-University Meetings**

The parties agree to meet when deemed necessary in order to:

- A. Discuss and resolve matters concerning the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Give the Union representatives the opportunity to express their views on subjects of interest to the employees of the bargaining unit.

The parties agree that such meetings will be exclusive of the grievance and collective bargaining procedures. Grievances and collective bargaining shall not be considered at these meetings.

**Section 15. Printing and Distribution of the Contract**

The Union shall be responsible for the printing of this Agreement. The Employer shall be responsible for the typesetting of this Agreement. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will not be considered a valid part of this Agreement. The Union shall print 2000 initial copies of the Agreement; the Union will receive 200 copies, the Employer the remainder. The Employer and the Union shall equally share all printing costs for agreed upon copies, including the costs of preparing galley prints. The Employer agrees to distribute copies of this Agreement to all employees, individually, in a timely manner.

## ARTICLE III

### Management Rights

It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management; however, such rights shall be exercised consistently with the other provisions of this Agreement.

Management rights include but are not limited to the following:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employees of the various agencies.

C. To hire, transfer, assign or retain employees in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission and goals of the University and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

G. To establish reasonable work rules which shall be applied equitably and which shall not conflict with any provisions of this Agreement. The reasonableness of work rules, which includes both the application and the interpretation, may be challenged through the grievance procedure contained in this agreement. Newly established or amended work rules shall be written and given to the Union at least seven (7) days prior to the effective date of the rule(s).

The provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

It is recognized by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement.

## **ARTICLE IV**

### **Grievance Procedure**

#### **Section 1. Definition and Procedure**

A. A grievance is defined as, and limited to, a written complaint, on forms described below in paragraph C., below, involving an alleged violation of a specific provision(s) of the Agreement, and stating the remedy sought. Grievances may be filed by either employee(s) or the Union. Employees are strongly encouraged to discuss complaints with their immediate supervisor or Director/Department Chair and make every effort to resolve the complaint prior to filing a grievance. Complaints not resolved by discussion between the employee and his/her supervisor or Director/Department Chair may be submitted as grievances.

B. The word "days" for the purpose of Sections 1 through 3 of this Article shall not include spring recess or the periods from the last day of exams to the first day of the next instructional period.

C. Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or alleged violation took place and the specific section or sections of the Agreement involved. The grievance shall be presented at Step One to the chairperson/director of the department in which the employee is appointed in quadruplicate (on forms DER-25 furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and the Union Representative (if any). Clarification of information on the grievance form shall be accomplished, if necessary, at the Step One meeting.

D. A bargaining unit employee may choose to have a Union Representative represent him/her at any step of the grievance procedure. If an employee brings any written grievance to management's attention without first having notified the Union, the management representative to whom such grievance is brought shall immediately notify either the Union or a union steward in the appropriate department or subdivision, and no further discussion shall be had on the matter until the Union has been given notice and an opportunity to be present. The Employer will provide a copy of any written decision to the Union.

E. All grievances must be presented promptly and no later than thirty (30) days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

F. Steps One and Two of the grievance procedure may be waived by mutual agreement. In addition, where the same Employer representative hears more than one (1) step of a grievance, those steps shall be consolidated.

## **Section 2. Grievance Steps**

**Step One:** Within fourteen (14) days of receipt of the written grievance from the employee, the department chairperson/director or his/her designee will meet with the employee and his/her representative, if one is chosen, to hear the grievance and will return a written answer to the employee no later than ten (10) days after this meeting.

**Step Two:** If the grievant is dissatisfied with the answer in Step One, to be considered further, the grievance must be appealed to the appropriate Dean/Director of the School/College/Division within fourteen (14) days from receipt of the answer in Step One. The Dean/Director or his/her designee will meet with the employee and his/her representative, if one is chosen, within fourteen (14) days from receipt of the appeal of Step

One and attempt to resolve the grievance. A written answer will be placed on the grievance form following the meeting by the Dean/Director or his/her designee and returned to the employee no later than ten (10) days after this meeting.

**Step Three:** If the grievant is dissatisfied with the answer in Step Two, to be considered further, the grievance must be appealed to the Chancellor or his/her designee within fourteen (14) days from receipt of the answer in Step Two. The Chancellor or his/her designee will meet with the employee and his/her representative, if one is chosen, within fourteen (14) days of the appeal of Step Two and attempt to resolve the grievance.

Following this meeting the written decision of the Chancellor will be placed on the grievance form by the Chancellor or her/his designee and returned to the grievant no later than ten (10) days after this meeting.

**Step Four:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration only by the Union or the Employer within fourteen (14) days from the date of the answer in Step Three. If this appeal is not made, the grievance will be considered ineligible for appeal to arbitration, and it shall be considered terminated on the basis of the Third Step answer. The issue as stated on the Third Step grievance and any amendments made thereon, in writing, at the Third Step grievance meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

The parties shall establish a mutually agreed upon panel of seven (7) arbitrators per contract term to hear arbitration cases.

The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

A. The parties may mutually agree to a panel member.

B. If the parties cannot agree on a panel member, the parties shall strike names, with the coin toss loser striking first, until one arbitrator remains who shall then hear the case.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance.

The cost of the arbitrator and expenses of the hearing, including a court reporter if requested by either party, will be shared equally by the parties. Each of the parties will bear the cost of their own witnesses and their own representatives appearing at the hearing.

On grievances where arbitrability is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement.

The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any rights or benefits which were not obtained in the negotiation process.

The decision of the Arbitrator will be final and binding on both parties to this Agreement. The decision of the Arbitrator will be rendered within thirty (30) days of the receipt of the briefs from the parties or the transcript in the event briefs are not filed.

**Section 3. Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been settled on the basis of the last preceding answer. Grievances not answered within the designated time limits in any step of the grievance procedure may be appealed to the next step within fourteen (14) days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

**Section 4. Meeting with Grievance Representative**

An employee may consult with his/her Union representative during working hours for a reasonable period of time relative to processing a grievance, provided that this does not interfere with scheduled work activities.

**Section 5. Retroactivity**

Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Graduation shall not be considered voluntary termination for purposes of this section.

**Section 6. Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement, except as otherwise specifically provided in this Agreement.

**Section 7. Grievance Representatives**

The Union shall furnish to the designated Employer representative, in writing, the names of grievance representatives immediately after their appointment. Any changes thereto shall be forwarded to the Contract Administrator by the Union as soon as the changes are made.

Unless specifically provided in this Agreement, the Employer is not responsible for any expenses incurred by grievants or Union representatives in the processing or investigation of grievances.

**Section 8. Union Grievances**

Union officers shall have the right to file a Union grievance when there is an alleged violation of any provision of Article II of this Agreement, an alleged violation of any provision of this Agreement which affects all employees in the bargaining unit, or any provision of this Agreement where the Employer is required to provide notice to the Union. Such grievances must be designated as Union grievances at the initial step and must comply with the time limits previously set forth in this Article.

**Section 9. Group Grievances**

Grievances which involve like circumstances and facts for the grievants involved may be consolidated by mutual agreement.

**Section 10. Discipline**

The parties recognize the authority of the Employer to take appropriate disciplinary action against employees for just cause. The parties recognize the authority of the Employer to discharge employees for just cause, prior to the end of their term of appointment. If any

discipline is taken against an employee, the employee will receive a copy of this disciplinary action. Employees may appeal disciplinary actions taken against them, including discharge for just cause, through the Grievance Procedure. An employee shall be entitled to the presence of a grievance representative at any investigatory/pre-disciplinary interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Whenever it is appropriate, the Employer shall give the employee advance notice of the Employer's intent to hold an investigatory pre-disciplinary interview.

**Section 11. Exclusion of Probationary Employees**

Notwithstanding Section 10 above, the retention or release of any employee designated a probationary employee shall not be subject to the grievance procedure.

**Section 12. Non-Retaliation and Related Provisions of the State Employment Labor Relations Act (SELRA)**

The parties agree to abide by the provisions of the State Employment Labor Relations Act and refrain from any unfair labor practices as defined by the Act, s. 111.84(1), (2), Wis. Stats. Employees will not suffer retaliation for the exercise of any of their rights granted under the provisions of this Agreement. Any claims of retaliation or other violations of SELRA by either party will be addressed through the appropriate process of the Wisconsin Employment Relations Commission and are specifically barred from the Grievance Procedure set forth in this Agreement.

## **ARTICLE V**

### **Appointments**

#### **Section 1. Term of Appointment**

The Employer shall make a good faith effort to offer Teaching, Program, or Project Assistant appointments for a specific period up to one (1) year whenever possible. Nothing within the terms of this Agreement precludes Departments from making commitments beyond one year.

#### **Section 2. Employment Criteria**

Departments that employ Teaching, Program and Project Assistants shall establish criteria for use in making appointments to Teaching, Program and Project Assistants.

On request, copies of departmental criteria as established or revised shall be sent to the Union. Established criteria will be available to anyone on request and posted on a departmental bulletin board.

#### **Section 3. Letters of Appointment**

All employees shall receive two copies of a letter of appointment which specifies the appointment title, appointment percentage, effective dates, salary level (if known), instructional and segregated fees (if known), length of probationary period (if any), hours of work and duties (if known), and for eligible employees, notification that health insurance and other benefits may be available and have deadlines for enrollment. The letter will also indicate a person or office to contact for information regarding benefits associated with the appointment.

The appointee returns one (1) copy of the letter with his/her signature to the appointing department indicating acceptance of the appointment. Whenever possible, letters of appointment or re-appointment will be sent twenty (20) weeks prior to the start of the fall semester. Letters of appointment to positions that become available at later dates will be sent as soon as possible.

All letters of appointment will also indicate that the employment relationship is governed by and subject to the provisions of a collective bargaining agreement negotiated by the Milwaukee Graduate Assistants Association.

**Section 4. Probationary Period**

All employees shall serve a probationary period equivalent to one academic semester in length for academic year appointments, or six (6) months in length for all other periods of appointments, during which they may be terminated without recourse to the grievance procedure. An employee terminated during the probationary period will be notified in writing. No employee shall be required to serve more than one probationary period as a Teaching Assistant in any one Department. No employee shall be required to serve more than one (1) probationary period as a Program/Project Assistant in any one (1) Department.

The Department may waive the probationary period described above for all employees who receive a subsequent appointment to a MGAA represented position involving a change in title or department. The granting or not granting of this waiver by the Employer is not subject to the grievance procedure under Article IV of this Agreement.

**Section 5. Appointment Percentage**

A. During a semester in an academic year, employees who have appointments as Teaching, Program/Project Assistants shall have appointments at a level totaling at least one-third time, except as provided in paragraphs B. and C. of this section.

B. Total appointments for employees may be less than one-third time with the agreement of the employee and the approval of the Department.

C. Employees appointed on an emergency basis and all hourly pay basis Program/Project Assistants may be appointed at a level less than one-third time.

**Section 6. Application Information**

Departments will make information about application procedures for Teaching and Program/Project Assistantships available upon request to ensure that all interested graduate students are given an opportunity to apply.

**Section 7. Teaching Assistant Course Assignments**

Teaching assistants may request assignment to particular courses and times. Such a request will be honored when it is deemed feasible by the Department. Departments shall notify appointed Teaching Assistants of their tentative course assignments as soon as administratively possible. Such notification does not guarantee the assignment.

Employees denied requested teaching assignments may discuss the matter with their supervisors or the Department chairs.

The Employer will make a good faith effort to avoid scheduling work assignments that conflict with a course required for the employee's degree program.

## **Section 8. Duties of Employees**

It is understood that the employees in this bargaining unit are engaged in professional activities.

A. The Department and supervising staff member shall determine the required duties of the employee. The supervising staff member shall discuss these duties with the employee at the beginning of the semester.

B. In determining the time expected for an employee assignment, consideration shall be given to all factors specific to the course or group of courses. It is understood by the parties, given the professional nature of this employment and individual differences among employees, that fluctuations above and below the expected range of time will occur.

C. The appointment level shall be based on the Department's determination of the range of time it should ordinarily take to perform assigned duties. Each Department will determine the relationship between the percentage of appointment and teaching load. For Teaching Assistants, satisfactory performance of these duties will ordinarily require an effort between 360 - 380 hours per semester for a half-time academic year pay basis appointment and 240 - 254 hours per semester for a third-time academic year pay basis appointment. For Program/Project Assistants, satisfactory performance of these duties will ordinarily require an effort of 1040 hours for a half-time annual pay basis appointment. A proportional number of hours will be calculated for other durations or percentages of appointments.

D. Only those duties required by the Employer shall be included in the calculation of required hours. All duties required by the Employer shall be fairly within the scope of employment.

E. The hours stated are for the full appointment period, but hours needed to carry out required duties will fluctuate over portions of the appointment period. The Department and the supervising staff member shall outline and distribute to the employee the various duties required by his/her appointment, the approximate distribution of hours to be spent on each of them and the anticipated weekly fluctuations of workload during the appointment period. As soon as the Employer becomes aware of substantial unanticipated fluctuations that will occur, the employee will be so notified.

An employee who believes that the assigned duties require more time than is allocated must immediately notify and consult with the supervisor or Department chair (designee) who shall review the situation and will work with the employee to resolve the issue.

If the employee is not satisfied with the informal resolution above and wishes to pursue it further, he/she may file a grievance under Article IV of this Agreement. No such grievance will be considered unless there has been a prior notification and consultation with the supervisor or the Department chair (designee).

An arbitrator's award under this Agreement is limited to pay for work performed.

F. The employee is encouraged to discuss workload issues with his/her supervising staff member or the Department chair (designee), who shall review the situation and will work with the employee in an attempt to resolve the issue.

**Section 9. Work Surroundings**

The Employer will provide resources and facilities commensurate with the Employer's job expectations as determined by the school, college or department. Such resources may include, but are not

limited to: basic office supplies, lab and classroom equipment, access to a copying machine, and an internet accessible computer with printing capability and adequate with respect to the recommended requirements of specific software for programs assigned by the Employer. If additional resources or facilities are needed to perform work duties, the employee is expected to contact his/her immediate supervisor for the purpose of addressing those needs.

#### **Section 10. Summer Session Work Expectations for TAs**

Unclassified employees who teach in the summer are compensated at the rate of 1/9 of their academic-year full-time rate for each four-week full-time summer appointment period (See UWM Policy S-51, *Summer Sessions Appointment Guidelines*, and UWS Policy F29-*Salary and Fringe Benefits Calculations for Unclassified Staff*). Summer appointments are structured to coincide with the Summer Session timetables (four, six, eight or 12 week sessions) although for all instructional staff, some of the duties of teaching in a Summer Session (e.g. preparation, grading) may have to occur outside the official session period.

To enable administration of the Article V, Section 8 provisions of the MGAA Agreement (*Duties of Employees*) as they apply to summer employment for TAs, the following guidelines indicate the anticipated number of hours and appointment percentages that will be expected for TAs appointed in the Summer Session.

**For teaching in a Summer Session, the work expectation standard will be based upon a range of 160 to 169 hours, including those duties (e.g. preparation, grading) that may have to occur outside the official appointment period.**

**Four Week Session.** For a four-week session, 160-169 hours would represent a 100% appointment, requiring 100% of 1/9 of the full-time salary rate for the 4-week period.

**Eight Week Session.** For an eight-week session, 160-169 hours would represent a 50% appointment, requiring 50% of 1/9 (i.e. 1/18) of the full-time salary rate for each of the two 4-week periods.

**Six Week Session.** For a six-week session, 160-169 hours would represent a 66.66% appointment. (Some appointments will be categorized as 2 week + 4 week appointments, while some will be 4 week + 2 week appointments, depending upon whether the appointment starts in the beginning or the middle of a pay period. In either case, the total appointment salary would equal 1/9 of the full-time salary rate.)

All Summer Session appointments shall be prorated for length of the appointment period and anticipated hours of work expected. **In all cases, the expected hours of work should be computed to include those duties (e.g. preparation, grading) that may have to occur outside the official appointment period.** It should be noted that there may be some significant differences in the actual number of hours required to teach a course in the summer when compared to the hours of work required to teach in an academic semester, due to a reduction in the number of tests and quizzes administered, varying amounts of required office time and/or preparation time, etc. For example:

- A summer teaching assignment which would require 180-190 hours for an eight-week session appointment should be appointed at 56.25% and be paid .5625 of 1/9 (i.e. 1/16) of the full-time rate for each of the two 4-week periods.

- A summer teaching assignment which would require 192-203 hours for a six-week session appointment should be appointed at 80.44% and be paid a total appointment salary that would equal 2/15 of the full-time salary rate.

**Section 11. Differentials**

A. Weekend Differential. Any TA appointed to teach a course taught on the weekend between the hours of 6:00 p.m. on Friday and 6:00 a.m. on Monday will be compensated with an additional 1% appointment per course assignment per semester.

B. Distance Differential. Any TA appointed to teach a course taught at a remote site away from the Kenwood campus where the employee must be physically present at this remote site to teach will be compensated with an additional 1% appointment per course per semester.

C. It is understood that the increased appointment percentage under this section does not represent additional hours of work required per semester but is intended solely as add-on compensation for weekend or remote assignments.

## **ARTICLE VI**

### **Orientation, Training and Evaluation**

#### **Section 1. Orientation**

Orientation sessions will be provided prior to the start of classes for the fall semester for Teaching, Program and Project Assistants at a school, college or departmental level as deemed appropriate by school and college deans. Orientation sessions will be planned involving experienced Assistants. Orientation sessions will include information regarding such matters as facilities and resources needed to carry out the job; necessary guidelines and procedures, including discriminatory conduct and sexual harassment issues as identified in Article VII, Section 1/B.; appropriate safety and security precautions; and for Teaching Assistants, pedagogical training relevant to assigned teaching duties and health insurance enrollment and other benefits. Attendance by Assistants may be required by the Employer as a condition of employment.

#### **Section 2. Training**

Ongoing training will be provided during the initial semester of employment at a school, college, or departmental level as deemed appropriate by school and college deans. Training will be planned involving experienced Assistants. Attendance by Assistants may be required by the Employer as a condition of employment.

#### **Section 3. Safety**

Except for courses that may count toward the employee's graduate degree or oral English skills courses as set forth in Art. VI, Section 4, the employee shall not bear the cost of training required by the Employer. The Employer will orient and train employees to appropriate safety and security precautions in a timely manner.

#### **Section 4. International Graduate Assistants and Non-Native English Speakers**

The University and the Union recognize the special needs and interests of International Graduate Assistants and non-native English speakers. International Teaching Assistants are required to attend an orientation program, sponsored by the Office of International Studies and Programs, before being permitted to assume teaching responsibilities. All students whose first language is not English will be required to take an English diagnostic examination before or during orientation. If the English diagnostic examination reveals that the employee's language proficiency is inadequate for instruction responsibilities, the employee will be required to take a course in Oral English Skills for International Teaching Assistants at his/her own expense.

The letter of offer to International Graduate Assistants and students whose first language is not English will indicate the above.

If the English diagnostic examination reveals that the employee's language proficiency is adequate but the employee desires to achieve proficiency that is more than adequate, the employee may take a course at UWM in Oral English Skills for International Teaching Assistants at the University's expense.

#### **Section 5. Evaluations**

The parties recognize the Employer's authority to establish evaluation programs for the purpose of evaluating employees performance of duties. Employees shall be informed of any evaluation process that may apply to them. Evaluations shall be undertaken in a non-arbitrary manner, and evaluation processes shall be clearly explained. If review by supervising staff and/or faculty is part of the employee's evaluation, the supervising faculty and/or staff shall make at least one (1) supervisory visit prior to formulating his/her evaluation.

A Teaching Assistant will be given at least forty eight (48) hours notice prior to the supervisor's initial visit in a semester for the purpose of evaluation. Prior notice is not required for supervisory visits for any other purpose, including subsequent visits for evaluation purposes.

Upon request of the employee, the evaluator shall meet with the Teaching Assistant before and after the evaluation.

Evaluations which are distributed to undergraduate students shall specify the teacher, class and section under review. In a given course, discussion sections shall be evaluated at a different time than lecture sections.

Teaching Assistants may request additional reviews. All Teaching Assistant evaluations will be dated.

Teaching Assistant evaluations shall be handled in accordance with the provisions of Article IX of this Agreement.

A Project or Program Assistant shall be evaluated during the first semester of work at his/her request. A copy of any written evaluation will be provided to the Project or Program Assistant. Such evaluations shall be handled in accordance with the provisions of Article IX of the Agreement.

## ARTICLE VII

### Non Discrimination/Complaint Procedure

#### Section 1. Discrimination Prohibited

A. Employees covered under this Agreement shall be covered by Chapter 111, subchapter II (State Fair Employment Act), Wis. Stats.; therefore, the University and the Union shall not discriminate on the basis of age, race, creed, color, handicap, sexual orientation, marital status, sex, national origin, ancestry, arrest record or conviction record or membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state. The University and the Union shall abide by federal and state laws and regulations and by University policies in all terms and conditions of employment.

B. The Employer and the Union agree that all employees must be able to work in an environment free of sexual harassment and that no employee shall be subject to any form of sexual harassment by faculty, staff, co-employees or students. See Appendix 1 for sources of information on University policies regarding this and related subjects.

C. The Union and the Employer agree that the language of the Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act.

The Union shall receive a seat on the University Sexual Harassment Grievance Committee. The Union shall submit a list of five (5) names to the Chancellor or his/her designee for selection. The Union may submit its concerns for consideration to existing and newly established bodies which determine sexual harassment policies.

**Section 2. Affirmative Action**

The University and the Union shall abide by federal and state laws and regulations and the University by University policies for affirmative action.

**Section 3. Complaint Procedures**

Any allegations of violation under this Article concerning acts of the Employer, faculty, staff, co-employees or students shall be restricted to the remedies available under University Policies, and State and Federal Statutes. The Grievance Procedure in Article IV shall not be used to resolve any matters under this Article. However, a bargaining unit employee may choose any person, including a Union representative, to advocate on his or her behalf during the signed complaint procedure available under University policies.

**ARTICLE VIII**

**Health And Safety**

**Section 1. General Obligations of the Parties**

**A. Employer**

The Employer shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee health and safety.

**B. Employee and Union**

Employees shall perform their duties in a safe manner, utilizing the health and safety equipment provided by the Employer. Should an employee become aware of conditions he/she believes to be unhealthy or dangerous to his/her health and safety, the employee shall report the condition immediately to the supervisor. Upon receipt of such notification, the supervisor shall review the situation with the employee and attempt to resolve the matter. If the matter is not resolved to the satisfaction of the employee, he/she may later file a grievance.

The Union will lend its full support and encouragement to the Employer in mutual efforts to maintain a safe and healthy working environment.

**Section 2. Labor-Management Cooperation**

The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention, at union-management meetings as may be mutually agreed to by the parties.

**Section 3. Equipment**

Adequate first aid equipment shall be provided at appropriate locations.

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce.

The parties agree that the safety of all employees is important. Therefore, when the employee finds his/her office is without reasonable access to a telephone, it should be brought to the attention of the Department, which will make a good faith effort to provide such access.

**Section 4. Buildings**

The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the applicable regulations of the State Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the applicable regulations of the State Department of Commerce.

**Section 5. Eye Protection**

In the event that the Employer requires eye protection for employees, the Employer will provide an appropriate type of eye protection or safety glasses for the duties performed to protect the health

and safety of the employee. If an eye examination for required safety glasses is necessary, the Employer will pay the cost, or any portion of the cost, for one examination during the life of this contract if it is not covered by the employee's present health insurance program. Employees must present satisfactory proof that they have attempted to have their insurance provider pay for the cost of the exam. The employee will be responsible for any nonessential feature of safety glasses.

**Section 6. Video Display Terminals**

Employees whose assigned duties require high VDT-CRT use [five (5) hours or more in a day on an average of twice per week at least nine (9) weeks per semester or its equivalent] on a regular basis are encouraged to have an eye examination. If not covered by the employee's present health insurance program, the Employer shall pay the cost of one (1) eye examination during the life of the Agreement for the employee.

**Section 7. Respiratory Protection**

In the event that the Employer requires the use of respiratory equipment by employees, the Employer shall provide suitable equipment.

**Section 8. Safety Inspections**

When the Department of Commerce inspects or plans to inspect University facilities where employees work, the Union shall be notified as soon as possible prior to the inspection.

Upon written request for the latest or most current Department of Commerce safety inspection of a specific facility, the report will be furnished to the requesting Union official.

**Section 9. Hazards**

Upon written request by the Union, the University will provide a list of buildings, of which the University is aware, containing asbestos and radioactive isotopes. The Employer will advise employees about the presence of toxic chemicals at their work site. Employees who have questions about the presence of toxic chemicals at their work site are instructed to direct such questions to their immediate supervisor.

The Union will be notified, whenever possible at least thirty (30) days in advance of any asbestos removal projects the Employer engages in. In addition, announcements shall be posted at the building where such removal project is planned, advising employees who work in the building or portion of the building affected by the removal project, that an asbestos removal project will take place and anticipated dates for said project.

**Section 10. Compliance Limitation**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

## **ARTICLE IX**

### **Miscellaneous**

#### **Section 1. Personnel Files**

The parties recognize the Employer's operational needs to maintain personnel files for the employment of employees covered by this Agreement. The Employer shall be responsible for the development and maintenance of policies and procedures addressing Personnel Files. Upon written request, the Union will be provided a copy of such policies and procedures that may be developed by the Employer.

All documents and only those documents pertaining to the employment and/or job performance of an employee shall be kept in the official personnel file. Copies of disciplinary notices and formal evaluations placed in the Official Personnel File will be immediately provided to the employee.

Upon written request, an employee shall, within a reasonable time and in the presence of a designated management representative, have an opportunity to review and/or copy his/her official personnel file. However, employees shall not be entitled to review or copy confidential letters, statements of recommendation, or other confidential information not available to an employee by policy or by law. A Union representative may accompany the employee when reviewing his/her official personnel file. An employee may give written authorization permitting a Union representative to review his/her official personnel file without the presence of the employee. The employee may make a written statement regarding his/her position on material placed in his/her official personnel file and such statement shall be appended to the material which is the subject of the employee's statement.

No written material contained in the official personnel file shall be used in any action adversely affecting an employee in his/her employment as an employee unless a copy is provided or made accessible to the employee. No grievance records will be maintained in an individual employee's official personnel file.

The Employer shall not disclose any information from an employee's official personnel file to any person, organization or agency without written authorization from the employee except as provided by law.

**Section 2. Travel and Lodging**

As of the effective date of this Agreement, the Employer agrees to incorporate into this Agreement the provisions of ss. 16.535 and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.535, 20.916, Wis. Stats., and this Section.

Employees covered by this Agreement shall receive any additional increases in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats., during the life of this Agreement.

For information on travel and lodging schedules, employees should contact their Departmental offices. All reimbursed travel requires prior approval.

Lodging - Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amount set forth below. The amount set forth below excludes the cost of all applicable taxes.

Effective July 1, 1996, \$52.00 per night.

Meals - Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. Employees shall be reimbursed without receipts for actual expenses incurred according to the following schedule:

In-state	Out of State High-Cost-Cities Per Out of State Lodging Reimbursement Bulletin
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As of the effective date of this Agreement:

Breakfast	\$ 8.00	Breakfast	\$10.00
Lunch	\$ 9.00	Lunch	\$10.00
Dinner	\$17.00	Dinner	\$20.00

All of the above amounts include tax and tip.

When an employee is entitled to reimbursement for two (2) or more consecutive meals in a day, the amount expended for any particular meal is left to the discretion of the employee, but the total reimbursement claim shall not exceed the individual meal rates for the consecutive meals in a day.

All meals in excess of these amounts must be accompanied by a receipt and full explanation of the reasonableness of such expense.

The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the State at a rate of forty-two and one half cents (\$.425) per mile.

When an assigned pool or state-owned automobile is available and tendered and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of State cars, including depreciation. The Employer further agrees that upon the recommendation of the head of the State agency and the approval by the Secretary of Administration, an additional reimbursement at the rate of one cent (\$.01) per mile may be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation including pulling trailers or which require the installation of special equipment.

The Employer agrees to reimburse an employee who is authorized to use a privately owned motorcycle on state business. The rate for reimbursement shall be twenty-one and two-tenths cents (\$.212) per mile, subject to the following conditions:

A. Only one (1) individual may be transported on a single motorcycle.

B. The agency may require travel by automobile if the travel costs are anticipated to be less than the cost of travel by motorcycle, such as when two or more state employees are traveling to the same destination.

C. The agency head may require the use of a safety helmet as a part of the agency's work rules.

Travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances shall not exceed eighty percent (80%) of the estimated expense.

## ARTICLE X

### Wages

#### Wage Adjustments

A. The Employer agrees to provide employees covered by this Agreement with the wage rates according to the appropriate effective dates of those rates as provided in Appendix 2.

B. Effective June 25, 2006, Nondoctoral Year 2 Teaching Assistant (TA) employees meeting the specified qualifications will receive \$250.00 applied to the applicable TA Nondoctoral Year 1 rate. Qualifications for the "Nondoctoral Year 2" rate of pay will require that the employee completes a Teaching Assistant appointment of 33% or greater at UWM for two full academic semesters. The Nondoctoral Year 2 rate will not begin with a summer session but will be applicable with the next academic semester after the requisite appointment for two semesters as a Teaching Assistant appointment of 33% or greater. The salaries are identified in Appendix 2.

**ARTICLE XI**

**Benefits**

**Section 1. Health Insurance**

Qualifying health insurance plans shall be determined in accordance with the standards established by the Group Insurance Board.

Employee contribution levels to health insurance plans will be based on the following schedule:

Employee Monthly Contribution for 2006

	<u>Single</u>	<u>Family</u>
<u>Tier 1</u>	<u>\$11.00</u>	<u>\$ 27.50</u>
<u>Tier 2</u>	<u>\$25.00</u>	<u>\$ 62.50</u>
<u>Tier 3</u>	<u>\$50.00</u>	<u>\$125.00</u>

Employee Monthly Contribution for 2007

	<u>Single</u>	<u>Family</u>
<u>Tier 1</u>	<u>\$13.50</u>	<u>\$ 34.00</u>
<u>Tier 2</u>	<u>\$30.00</u>	<u>\$ 75.00</u>
<u>Tier 3</u>	<u>\$71.50</u>	<u>\$179.00</u>

**Section 2. Other Insurance Plans**

The Employer agrees to continue the optional deductions from employees' salaries for insurance plans as provided under s. 20.921 (1) 3, Wis. Stats.

**Section 3. Tuition and Fees Deductions**

The Employer agrees to continue the payroll deduction for tuition and fees currently in effect for employees.

**Section 4. Absence Coverage**

**A. Illness or Injury**

Employees may take an excused absence in the event of personal illness, bodily injuries, maternity, or exposure to contagious diseases 1) which requires the employee's confinement; or 2) which renders the employee unable to perform assigned duties; or 3) where performance of assigned duties would jeopardize the employee's health or recovery. The Employer may require a medical certification or other appropriate verification for absences covered by this Section.

**B. Care of Family Members**

Employees may take an excused absence for temporary emergency care of ill or injured members of the immediate family. Immediate family is defined as and limited to: spouse, spouse equivalent residing in the household, parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), sisters (and their spouses) of the employee or spouse and other relatives of the employee or spouse residing in the household.

**C. Funeral Leave**

Employees may take an excused absence if a death occurs in the employee's immediate family as defined in Section B. above. Employees will be excused to attend the funeral and/or make necessary arrangements prior to and following such events.

**D. Coverage of Short-Term Absence**

In the event of absence for any of the reasons outlined in Section A., B., or C., above, the employee will notify his or her Department as soon as possible. Unless other arrangements acceptable to the Employer are made, the following will apply:

1. The employee will obtain unpaid peer substitute coverage acceptable to the employee's immediate supervisor or the Department; or

2. The employee will make arrangements with his or her immediate supervisor to fulfill the required duties through other acceptable means; or

3. The employee will fulfill the required duties at a different time with the approval of the supervisor.

4. After a good faith effort has been made to comply with 1., 2., and 3., above, the Employer will be ultimately responsible for coverage.

**E. Extended Absences**

If an employee is faced with an extended absence from the work place, at the request of either the employee or the Employer, the Union, the Labor Relations Manager and a representative of the affected Department will meet to explore reasonable alternatives to removing the employee from the payroll.

Whenever possible, the Employer will make a good faith effort to enable the employee to remain on the payroll for the remainder of the semester in which the absence occurs.

**Section 5. Leave of Absence Without Pay**

**A. Leave of Absence Without Pay**

Except as provided in B., upon written request to his/her immediate supervisor, an employee may be granted leave without pay at the sole discretion of the appointing Department for any reason for a period of time not to exceed the employee's unexpired term of appointment.

**B. Parental Leave Without Pay**

An employee shall be granted leave without pay following childbirth or adoption as follows: An employee shall submit written notification of the duration of the leave to his or her immediate supervisor at least four (4) weeks prior to the anticipated date of birth or adoption.

An employee on a semester or academic year appointment shall be granted leave without pay for any consecutive number of days up to the end of the semester or summer session in which the birth or adoption occurs. If the employee's appointment extends beyond the semester in which the birth or adoption occurs, he or she shall be granted upon request leave without pay for the entire next semester or that portion of the next semester which allows the employee a six week period following childbirth or adoption. The employee may take any additional part of the next semester as leave without pay subject to the approval of the appointing Department.

An employee on annual pay basis appointment shall be granted leave without pay for a period of time up to but not exceeding six (6) months and not to extend beyond the duration of the appointment.

**C. Family and Medical Leave**

The Employer will recognize the provisions of the Family and Medical Leave Act, s. 103.10, Wis. Stats., and the Federal Family and Medical Leave Act of 1993 where applicable to employees under this Agreement.

**D. Return to Work**

An employee on an unpaid leave of absence may return to work prior to the expiration of the leave only upon receiving the express approval of his or her immediate supervisor and the Department. Such leave shall not extend the duration of an employee's appointment.

**Section 6. Vacation**

Employees on a full-time annual pay basis appointment shall earn paid vacation at a full time rate of twenty-two (22) days per fiscal year. Project and program assistants appointed on an annual (A) pay basis shall earn a proportional amount of paid vacation if their appointment exceeds thirty days. The scheduling of vacation is subject to the approval of the supervisor and must be taken during the period of the appointment.

**Section 7. Jury Duty**

An employee who is absent from assigned duties because of selection for jury duty and who has not been excused by the court shall be paid his or her regular salary for the period of time he or she is required to serve and shall continue to receive full benefits. When not impaneled for actual service and only on call, the employee shall report to work unless authorized by the employee's supervisor to be absent. During such absence, there will be no loss of pay.

The employee shall notify his or her supervisor as soon as possible before an absence for jury duty. If a substitute is necessary, the employee shall attempt to arrange for a substitute acceptable to the supervisor and the Department. If the employee is unable to find a substitute, the Department shall be notified.

**Section 8. Appearance as Witness in Legal Action**

Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off without loss of pay to comply with the subpoena. If the employee is required to appear during his or her regularly scheduled hours of employment, the employee shall turn over to the Employer any witness fee received.

**Section 9. State Legal Holidays**

If the Employer requires an employee to work on a state legal holiday, the employee shall be given equivalent compensatory time off during the appointment period. This compensatory time off shall be scheduled by the employee, with prior approval of the Employer, consistent with the operational needs of the Department.

**Section 10. Employee-Funded Reimbursement Account**

The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-Funded Reimbursement Account program (ERA) as administered under provisions of Chapter 40, Wis. Stats.

## ARTICLE XII

### No Strike or Lockout

#### Section 1.

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

A. The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some or all of the leaders of the labor organization who so participate, as the Employer may choose;

2. Canceling the civil service status of any employee engaging therein;

3. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement, but shall be enforced by the ordinary processes of law.

B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

## **Section 2.**

In the event a dispute arises between the parties hereto with respect to whether or not the Union or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations, or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This Section shall not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

## **ARTICLE XIII**

### **General**

#### **Section 1. Obligation to Bargain**

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **Section 2. Partial Invalidity**

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**Section 3. Retroactivity**

No provision in this contract shall be retroactive unless specifically so stated.

**Section 4. Duration of the Agreement**

The terms and conditions of this Agreement shall continue in full force and effect commencing on May 13, 2006, and terminating on June 30, 2007, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

**Section 5. Negotiation of Successor Agreement**

For the purpose of negotiating a successor Agreement, the Union will submit its initial contract proposals to the Employer by February 15, 2007. The Employer will respond in writing to the Union by March 15, 2007. Negotiation of the successor Agreement will begin no later than March 22, 2007. The parties will meet to discuss ground rules by February 15, 2007.

The parties agree that all contract proposals will be submitted using the standard bill-draft format using the then current contract language. All deletions are indicated by striking through the language and all new language proposals are underlined.

**NEGOTIATING NOTE 1**

**Racial and Sexual Harassment Training Workshops**

The parties agree that the conduct of training programs addressing Racial and Sexual Harassment are mutually beneficial. Accordingly, the parties agree that the subject of Racial and Sexual Harassment Training Workshops will be a subject of discussion during the term of this Agreement at Labor-Management meetings.

**NEGOTIATING NOTE 2**

**Sexual Harassment Policies**

During bargaining, the Union raised concerns that the current UW-Milwaukee Policy on Sexual Harassment does not adequately address the unique situations of Teaching Assistants and Program/Project Assistants at UW-Milwaukee. Accordingly, the parties agree that the subject of Sexual Harassment Policy will be a subject of discussion at Labor-Management meetings.

**NEGOTIATING NOTE 3**

**Tuition/Fee Remission**

Pursuant to the provisions and legislative intent of s. 36.27(3)(g), Wis. Stats., as amended, the Employer agrees to waive or remit graduate in-state tuition and fees for eligible Teaching Assistants and Program/Project Assistants, except for segregated fees; special fees assessed by the School of Business Administration Masters program; tuition/fees for courses unrelated to the TA/PA's academic program of study unless deemed relevant or appropriate by the Program; tuition/fees for more than six (6) credits of courses taken to complete Program-sanctioned course deficiencies; and special fees adopted by the legislature. The Employer agrees to continue to waive or remit out-of-state tuition pursuant to s. 36.27(3)(g), Wis. Stats.

It is understood that all courses for which tuition/fees will be remitted must be taken at UWM or as part of a UWM agreement with another educational institution.

Consistent with legislative intent, the remission will achieve equity with counterparts at peer institutions and will eliminate a serious impediment at UWM to attracting the highest quality graduate students. The contract terms, reflecting that legislative intent, establish a level of reasonable compensation and other benefits which were derived from comparisons with peer institutions.

**NEGOTIATING NOTE 4**  
**Childcare**

The parties agree that childcare for employees covered by this Agreement is an important issue. Accordingly, the parties agree that childcare provisions for employees will be a subject of discussion during Labor-Management meetings.

**NEGOTIATING NOTE 5**  
**Child Care Committees**

If, during the term of this Agreement, the University administration decides to create a committee or task force to consider child care issues, the Union shall be entitled to have a representative on such committee or task force.

The Union shall submit a list of three (3) names to the Chancellor or his/her designee for selection.

## **NEGOTIATING NOTE 6**

### **Summer/Interim Teaching and Program/Project Assistants Fee Waiver or Remission**

During Summer Session or winter interim programs, in-state tuition/fee waiver or remission shall be granted only for those courses which are deemed relevant or appropriate by the Program to the employee's academic program of study.

## **NEGOTIATING NOTE 7**

### **Dental Insurance**

The Employer agrees that employees covered by this Agreement will have the opportunity to elect coverage under any dental plan provided by the Employer to other bargaining units during the term of this agreement. The effective date, election period, premiums, and other terms of coverage for this bargaining unit will be determined at the time the dental plan is first made available to any other bargaining unit, and will be the same as terms applying to those units.

## **Negotiating Note 8**

### **Terminal Summer Tuition/Fee Remission**

For the term of the 2005-2007 Agreement only, the employer will remit summer session in-state tuition/fees as described in Negotiating Note 3 for graduate students who are not necessarily employed for the summer if all of the following circumstances apply:

- the graduate student must have been employed as a TA or PA with at least a 33% appointment during the preceding academic semester;
- the employer will remit tuition/fees for up to three (3) credits only;

- the course(s) taken must be required for graduation;  
and
- the course(s) taken must be intended to lead to degree completion at the end of the summer session.

This language applies only to the granting of academic degrees.  
The completion of certificates and other programs does not apply.

## APPENDIX 1

### **DISCRIMINATORY CONDUCT AND SEXUAL HARASSMENT (FOR INFORMATION ONLY)**

The University has established and maintains specific policies governing university employees and students with respect to equal opportunity compliance, including subjects such as:

- A. Discrimination
- B. Sexual Harassment
- C. Consensual Relationships
- D. Student Academic and Student Non-academic Misconduct

Many University policies on these subjects can be obtained from the Office of Diversity/Compliance and are maintained on the University web site. Employees are encouraged to utilize these information sources if they have a concern about discrimination, sexual harassment, or misconduct by faculty, staff, co-employees or students. In the event an employee cannot locate a copy of University policy or policies on these or other subjects, the custodian of all University policies is the Secretary of the University.

**APPENDIX 2 - SALARIES**

		<b>ACADEMIC YEAR</b>		
		<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>April 2007</u></b>
<u>TA - Academic Basis</u>				
	<u>Non-Doctoral</u>	<u>20,560</u>	<u>21,600</u>	<u>22,088</u>
	<u>Non-Doctoral</u>		<u>21,850</u>	<u>22,338</u>
	<u>Year 2</u>			
	<u>Doctoral</u>	<u>22,274</u>	<u>23,401</u>	<u>23,930</u>
	<u>Dissertator</u>	<u>28,819</u>	<u>30,277</u>	<u>30,962</u>
<u>PA Academic Basis</u>				
	<u>Non-Doctoral</u>	<u>18,550</u>	<u>19,488</u>	<u>19,929</u>
	<u>Doctoral</u>	<u>20,082</u>	<u>21,098</u>	<u>21,575</u>
	<u>Dissertator</u>	<u>25,825</u>	<u>27,132</u>	<u>27,745</u>
<u>PA Annual Basis</u>				
	<u>Non-Doctoral</u>	<u>22,694</u>	<u>23,842</u>	<u>24,382</u>
	<u>Doctoral</u>	<u>24,567</u>	<u>25,810</u>	<u>26,393</u>
	<u>Dissertator</u>	<u>31,586</u>	<u>33,185</u>	<u>33,934</u>

## **BARGAINING TEAMS**

### **MANAGEMENT BARGAINING TEAM**

Bert St. Louis, Chief Spokesperson  
Office of State Employment Relations

Shannon E. Bradbury, Labor Relations Coordinator  
UW Milwaukee

Tom O'Bryan, Associate Dean  
College of Letters & Science

Alan Wiseman, Assistant Professor  
Physics Department

Linda Daley, Administrative Officer  
College of Letters & Science

Rodney Swain, Associate Dean  
College of Letters & Science

Ronald Perez, Associate Dean  
College of Engineering and Applied Science

Dawn Koerten, Academic Affairs Coordinator  
School of Business Administration

Erika Sander, Associate Professor  
College of Health Sciences

Jane Witten, Associate Professor  
Biological Sciences

Gwat-Yong Lie, Associate Dean  
Graduate School

Sarine Schmidt, Assistant Dean  
School of Business Administration

Patricia Kissinger, Assistant Dean  
College of Letters & Science

Dev Venugopalan, Associate Vice Chancellor  
Division of Academic Affairs

Jason Beier, Employee Relations Coordinator  
UW System Administration

## **UNION BARGAINING TEAM**

Mindy Taranto, Staff Representative  
AFT-Wisconsin

Brian Rothgery  
Milwaukee Graduate Assistants Association

Paul Sichel  
Milwaukee Graduate Assistants Association

Michelle Van Wert Kosalka  
English  
University of Wisconsin – Milwaukee

Ryan Sarnowski  
Film  
University of Wisconsin – Milwaukee

Brain Coffey  
Film  
University of Wisconsin – Milwaukee

David Kosalka  
English  
University of Wisconsin – Milwaukee

Luke Burkholder  
Chemistry  
University of Wisconsin – Milwaukee

Donte Mcfadden  
English  
University of Wisconsin – Milwaukee

Terri Williams  
English  
University of Wisconsin – Milwaukee

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