

2007-09 TAA Contract

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Union: Article / Section	Title	Title Definition	Applicable Reference				
			Ref. Code	Admin Code (4)	Comp Plan (5)	Statute (6)	Handbook Chapter (7)
Article I Section 1	Scope	This Agreement covers the program, project and teaching assistants of the University of Wisconsin-Madison and the University of Wisconsin-Extension as defined by the Wisconsin Employment Relations	2&6			111.82	
Article II Section 1	Union recognition	The Employer recognizes the Teaching Assistants' Association (TAA) as the exclusive collective bargaining agent	2				
Section 2	Union Dues	the Employer will deduct from the pay due such employee those dues required as the employee's membership dues	2			111.845	
Section 2-B	Maintenance of Membership	The Employer agrees to deduct the amount of dues or the proportionate "maintenance of membership" charge calculated in the same manner as dues deduction for the cost of the collective bargaining process	2				
Section 2-C	PAC deduction	The Employer will deduct from the pay of such employee the PAC contribution authorized by the employee.	2				
Section 2-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	2				
Section 2-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	2				
Section 2-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	2				
Section 3	Personnel lists	The Employer agrees to furnish the Union, by the Tuesday following the first weekend after the first pay date of each semester, a list of employees in the bargaining unit	2				
Section 4	Bulletin boards	The Union retains the right to use the bulletin board space it is currently using.	2				

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Section 5	University mail	To the extent allowed by law, the Union shall be allowed to use the intra-University mail service for the University of Wisconsin-Madison and the University of Wisconsin-Extension	2				
Section 6	Use of facilities	The University shall make meeting rooms available to the Union through the Instructional Space Office and the student union reservation offices	2				
Section 7	List of union officers	The Union shall supply the Office of State employment Relations and the Contract Administrator, on a current basis, the complete list of all officers of the Union	2				
Section 8	Union Mgt meetings	(6) representatives designated by the Office of State Employment Relations and the Chancellors of the University of Wisconsin-Madison and University of Wisconsin-Extension will meet with up to six (6) Union representatives.	2				
Section 9	Union business	A total of twenty (20) days leave without pay is granted each year of this Agreement for use by employees designated by the Union Co-Presidents for the conduct of Union business.	2				
Section 10	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	2				
Section 11	Union orientation	The Employer agrees to distribute to each employee upon appointment a packet of informational material furnished to the Employer by the Union.	2				
Section 12	No Interference	The Union shall have the right to communicate with employees at all times except work time and to schedule meetings with employees without intentional interference from the Employer	2				
Section 13	Printing of agreement	The Union shall be responsible for the printing of this Agreement.	2				
Article III	Management Rights	It is understood and agreed by the parties that management possesses the sole right to operate its agencies	6			111.90	

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Article IV Section 1 A-H	Definition and procedure	A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 2	Grievance steps	The four grievance steps are described	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV 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.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 4	Meeting with Grievance Representatives	An employee may consult with his/her Union representative during working hours for a reasonable period of time	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 5	Retroactivity	Settlement of grievances may or may not be retroactive as the equities of particular cases may demand.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 6	Exclusive procedure	The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 7	Grievance reps	The Union shall furnish to the Contract Administrator in writing the names of grievance representatives immediately after their appointment.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 8	Union grievances	Except where otherwise prohibited by this Agreement, Union officers and grievance representatives shall have the right to file a Union grievance	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 19	Group grievances	Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 10	Discipline	The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430
Article IV Section 11	Probationary employees	Notwithstanding Section 10 above, the retention or release of probationary employees shall not be subject to the grievance procedure.	3,4,5,6	ER 46	Section G 10.0	230.44	WHRH Chapter 430

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Article V Section 1	Term of appointment	An appointment of a Teaching, Program, or Project Assistant shall be for a specific period up to one year.	2,3				
Article V Section 2	Employment criteria	Departments that employ Teaching Assistants and Program/Project Assistants shall establish criteria for use in making appointments to Teaching Assistants and Program/Project Assistants.	2,3				
Article V Section 3	Letters of appointment	All newly appointed employees shall receive a letter of appointment which specifies the appointment title, experience classification,etc	2,3				
Article V Section 4 A-C	Probationary period	Except as indicated in B., an employee shall serve a probationary period equivalent to one (1) academic semester in length for an academic semester length appointment or academic year appointment.	2,3				
Article V Section 5 A-C	Appointment percentage	During a semester in an academic year, graduate students who hold appointments as Teaching, Program/Project Assistants shall have appointments at a level totaling at least one-third time	2,3				
Article V Section 6	Employment Information	The University will make information about openings and application procedures for Teaching Assistantships and Program/Project Assistantships available to ensure that all interested graduate students are given an opportunity to apply.	2,3				
Article V Section 7	TA course assignments	Teaching Assistants may request assignment to particular courses, and when in the department's judgment the Teaching Assistant is qualified to teach the course	2,3				
Article V Section 8 A-F	Duties	In assigning duties to Teaching, Program/Project Assistants the department and supervising staff member shall establish the required duties of the employee and the supervising staff member shall discuss these duties with the employee at the beginning of the appointment period	2,3				
Article V Section 9	Work surroundings	The Employer recognizes that appropriate resources and an adequate work environment, including basic office supplies and materials, are necessary	2,3				

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Article VI Section 1	Orientation	Orientation, training, and evaluation of employees is a responsibility of the Employer.	2,3				
Article VI Section 2 A-E	Evaluation	Each employing unit shall establish an evaluation process to review performance of duties and ability.	2,3				
Article VII Section 1	Discrimination Prohibited	Employees covered under this Agreement shall be covered by Chapter 111, subchapter II (State Fair Employment Act), Wis. Stats	2,3,6			111	
Article VII 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 in all terms and conditions of employment.	2,3				
Article VII Section 3	Complaint procedure	Any allegations of violation under this Article concerning acts of the Employer or co-employees shall be restricted to the remedies available under University Policies	2,3				
Article VIII Section 1	General obligations	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.	2,3				
Article VIII Section 2	Labor mgt 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 regular union-management meetings	2,3				
Article VIII Section 3	Equipment	Adequate first aid equipment shall be provided at appropriate locations.	2,3			Section G 4.00	
Article VIII Section 4	Buildings	The Employer shall provide and maintain all state-owned buildings	2,3				
Article VIII Section 5	Eye protection	In the event that the Employer requires eye protection for employees, the Employer will provide.	2,3			Section G 4.00	

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Article VIII Section 6	Vdt- crt	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.	2,5		Section G 4.00		
Article VIII Section 7	Respiratory protection	In the event that the Employer requires the use of respiratory equipment by employees, the Employer shall provide suitable equipment	2,3		Section G 4.00		
Article VIII Section 8	Abnormally dangerous	In the event an employee believes that an assigned task is abnormally dangerous the supervisor shall review the situation with the employee and attempt to resolve the matter.	2,5		Section G 4.00		
Article VIII Section 9	Safety inspection	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.	2				
Article VIII Section 10	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.	2,5		Section G 4.00		
Article VIII Section 11	Compliance	The Employer's compliance with this article is contingent upon the availability of funds.	2				
Article VIII Section 12	Material safety data	The Employer shall make Material Safety Data Sheets which are required by Wisconsin Department of Commerce on chemical and hazardous materials available upon request	2,3				
Article VIII Section 13	Lactation Rooms	The Employer agrees to maintain at least three lactation rooms at different locations around the UW-Madison campus.	2,3				
Article IX Section 1	Personnel file	The employee's official personnel file may be combined with an employee's academic file; if so, only that portion of the file relating to employment shall be considered the official personnel file.	2,3				
Article IX 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	2,3				

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Article X Section 1	Wage adjustment	A. For a listing of wage rates, see Appendices A, B and C. B. For the pay period following the effective date of the Agreement, the pay rate for all bargaining unit members shall be increased to the applicable 2008-09 rate, prorated for appointment percentage, listed in Appendices A, B and C. C. Each bargaining unit member except Hourly PA's and Graders/Readers in pay status on the April 2009 payroll shall each receive a lump sum payment in an amount to be determined depending on length of delay and accounting for any unit-wide accrued health insurance liability as specified in Appendix D, to be paid as soon as administratively feasible following the effective date of the Agreement to compensate for the delay in implementation of the 2007- 2009 Agreement. D. Payable June 1, 2009, eligible employees shall each receive a lump sum payment of \$95.00. Eligibility will be based on being in pay status on the April 2009 payroll with at least one TA or PA appointment, but excluding unit members employed solely as Grader/Readers.	2,3				
Article X Section 2	Experience levels	Experience for Teaching Assistants is defined in semester-units of teaching experience as a teaching assistant with an appointment of at least twenty-five percent (25%) time in the University of Wisconsin System; or as a teacher or graduate teaching assistant in other accredited universities or colleges; or as a teacher with comparable experience in a K – 12 school, vocational school, technical school, or community college; or, if relevant, as a teacher with any comparable experience in a foreign school system.	2,3				
Article XI Section 1	Health insurance	The Employer agrees to continue in effect the health insurance plan established under s. 40.52(3), Wis. Stats., for eligible employees.	2,3				
Article XI Section 2	Other insurance	The Employer agrees to continue the optional deductions from employee salaries for insurance plans as provided under s. 20.921(1)(3), Wis. Stats.	2,3				

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Article XI Section 3	Medial evacuation	The Employer agrees not to require any employee to purchase Medical Evacuation & Repatriation Insurance that is not otherwise mandated by Federal Requirements.	2,3				
Article XI Section 4	Fees deduction	At the beginning of the fall and spring semesters, each employee shall have the option of paying in three (3) (or more, at the Employer's discretion) approximately equal installments	2,3				
Article XI Section 5 A-F	Sick leave credit bank	At the beginning of each appointment period an employee will be credited with a bank of sick leave days.	2,3			230.35(2)	
Article XI Section 6 A-D	Leave of absence	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	2,3			230.35(2)	
Article XI Section 7	Vacation	Employees on a full-time, annual pay basis appointment shall earn paid vacation at a full-time rate of twenty-two and one-half (22 1/2) days per fiscal year.	2,3				
Article XI Section 8	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 in order to meet his or her obligations, shall be paid her or his regular salary for the period of time he or she is required to serve and shall continue to receive full benefits.	2,3				
Article XI Section 9	Witness appearance	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	2,3				
Article XI Section 10	Holiday	The Employer recognizes the importance of giving employees time off from work for state legal holidays	2,3				

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Article XI Section 11	Religious observances	The Employer recognizes the importance of giving employees time off for religious observances and recognizes that religious holidays do not always coincide with state legal holidays.	2,3				
Article XI Section 12	Employee reimbursement	The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-funded Reimbursement Account program	2,3				
<u>Article XII</u> Section 1	Strike or lockout	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.	2,3				
<u>Article XIII</u> Section 1	Obligation to bargain	This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal.	2				
Article XIII 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	2				
Article XIII Section 3	Retroactivity	No provision in this contract shall be retroactive unless specifically so stated	2				
Article XIII Section 4	Duration of agreement	The terms and conditions of this Agreement shall continue in full force and effect commencing on, and terminating on June 30, 2009	2				
Article XIII Section 5	Successor agreement	For the purpose of negotiating a successor Agreement, the Union will submit its initial contract proposals to the Employer by February 16, 2009	2				
NN#1	Academic perf. criteria	The parties agree that employees need to know the criteria for satisfactory academic progress as graduate students in their department of enrollment.	2,3				
NN#2	Exclusion	Satisfactory progress as a graduate student is an academic determination which is not bargain able and is not a provision of this Agreement and is not subject to the grievance procedure	2,3				

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NN#3	Child care	The Employer agrees to set aside no less than \$157,500 during the 2007-2009 biennium to be awarded to TA and PA families to assist with child care expenses.	2,3				
NN#4	Child care committee	The Union may appoint one representative to the Campus Child Care Committee.	2				
NN#5	Just cause	The basic elements of just cause have been reduced by arbitrator Carroll R. Daugherty to seven tests	2				
NN#6	Fee remission	Pursuant to the provisions and legislative intent of s. 36.27(3)(g), Wis. Stats., as amended, the Employer agrees to remit graduate student in-state fees for eligible Teaching Assistants and Program/Project Assistants	2,3				
NN#7	Harassment training	During the negotiations for the 1993-1995 collective bargaining agreement, the parties agreed to allocate fifty thousand dollars (\$50,000.00) from the overall settlement affecting the negotiated rates, to be used for training in the areas of diversity and harassment.	2,3				
NN#8	Undergrad title	The undergraduate assistant title may only be used when a department cannot find a qualified graduate student to perform the duties normally performed by a project assistant or teaching assistant.	2,3				
NN#9	PA appointment	Effective June 30, 2009, an Academic (C Basis, 9-month) Program/Project Assistant appointment will be established at a pay rate of \$28,175.	2,3				

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