

# **AGREEMENT**

between the

**State of Wisconsin**

and the

**Teaching Assistants' Association**

May 17, 2003 - June 30, 2003

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## **AGREEMENT**

This Agreement made and entered into this seventeenth day of May, 2003, at Madison, 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-Madison and the University of Wisconsin-Extension (hereinafter referred to as the Employer) represented by the Department of Employment Relations and the Teaching 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-Madison, and the University of Wisconsin-Extension, as represented by the Department of Employment Relations.

“Union” - Teaching 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-Madison and University of Wisconsin-Extension.

“Department” - Any administrative unit 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.

**NOTE: Underlined language is new to this Agreement.**

## **ARTICLE I**

### **Scope of the Agreement**

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 Commission Certification, Case 241, No. 37747, SE-92, Decision No. 24264, dated April 29, 1987.

## ARTICLE II

### Recognition and Union Security

#### Section 1. Union Recognition

The Employer recognizes the Teaching Assistants' Association (TAA) as the exclusive collective bargaining agent for all program, project and teaching assistants employed by the University of Wisconsin-Madison and the University of Wisconsin-Extension. 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 or 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. The title of Program/Project Assistant (Grader/Reader) is also used for employees who are hired primarily to grade coursework. 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., or under the supervision of an academic staff employee who has instructional responsibilities.

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, Maintenance of Membership, Fair Share, 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 17th 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 either a uniform percentage, uniform percentage with a dollar cap, or 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 (1) copy to the Union. When an employee who has a TAA 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**

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 and contract administration as certified by the Union, from the earnings of the affected employees in the unit. 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.

The Union agrees to provide the Employer with a copy of its procedures regarding the rights of its bargaining unit employees concerning the payment of the fair share or maintenance of membership and the filing of a rebate request and represents that the procedures are consistent with the requirements of both the State and Federal law. The Union will also timely inform the Employer in writing of any change to its by-laws and procedures concerning the fair share or maintenance of membership.

The Union shall also 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. PAC Deduction**

Upon receipt of a TAA-PAC deduction authorization form from an employee on forms provided by the Union, the Employer will deduct from the pay of such employee the PAC 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 PAC 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 PAC deduction under this Agreement shall cease. Deductions shall be certified to the Employer in writing by the Union as either a uniform percentage, uniform percentage with dollar cap, or flat dollar amount for all members of the bargaining unit 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. New authorization cards must be submitted by anyone from whom TAA-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. Upon request from the Union, the Employer will consider providing this list on alternate medium from the present form and provide the Union with a cost estimate. Should a list be produced on an alternate medium all costs incurred shall be borne by the Union.

**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.

**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 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 with the employing department, the job title, the percentage of appointment, the pay rate and basis, the campus address and, where authorized by the employee, the home address. The Employer will also include one (1) set of mailing labels listing the bargaining unit employee's name, employing department, and campus address.

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

Lists shall be in a form to be determined by the Employer. The list will be generated from payroll information for the appropriate pay period. Upon request from the Union, the Employer will consider providing this list on alternate medium from the present form and provide the Union with a cost estimate. Should a list be produced on an alternate medium all costs incurred shall be borne by the Union.

The Employer shall continue to include employees in the annual UW-Madison Staff Directory consistent with current policy. The Employer will provide the Union with ten copies of the Directory at no cost.

#### **Section 4. Bulletin Boards**

The Union retains the right to use the bulletin board space it is currently using. Additional appropriate bulletin boards or bulletin board space will be provided in appropriate locations. Such locations will be mutually agreed upon in Union-Management meetings.

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 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 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 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 6. Use of Facilities, Equipment and Services**

The University shall make meeting rooms available to the Union through the Instructional Space Office and the student union reservation offices. The Union may also use rooms under the control of a department with the permission of that department.

The University shall make equipment and services available to the Union in accordance with University procedures as they are established from time to time. The Union shall not be required, as a condition of using such services and equipment, to register as a student organization under University regulations, but it shall be permitted to use equipment and services under the same terms and conditions as other employee organizations.

**Section 7. List of Union Officers**

The Union shall supply the Department of Employment Relations and the Contract Administrator, in writing, and shall maintain with the Department of Employment Relations and the Contract Administrator on a current basis, the complete list of all officers of the Union. Should a Union officer appoint a designee, the Union shall furnish the name of such designee to the Contract Administrator. The Union shall notify the Department of Employment Relations and the Contract Administrator and each University Department, in writing, of the TAA representative for that Department.

**Section 8. Union-Management Meetings**

A. Once each month, unless mutually agreed otherwise, at a mutually agreed upon time, up to six (6) representatives designated by the Department of 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. The parties, by mutual agreement, may permit additional representatives to attend a particular Union-Management meeting. Items to be included on the agenda for the meetings are to be submitted at least seven (7) days in advance of the scheduled dates of the meetings if possible.

B. Meetings between department chairpersons/directors and employer representatives and up to five (5) Union representatives, at least half of whom are employed by the department, may be scheduled by mutual agreement to discuss departmental issues. For departments that do not maintain workload committees, such meetings shall be scheduled upon written request to discuss the issue of workload.

C. The purpose of Union-Management meetings shall be to:

1. Discuss the administration of the Agreement;

2. Disseminate general information of interest to the parties;
3. Give the Union representatives the opportunity to express their views on subjects of interest to employees of the bargaining unit;
4. Consider health and safety, sexual harassment and affirmative action matters relating to bargaining unit employees; and,
5. Notify the Union of changes in conditions of employment contemplated by management, including reorganizations which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any changes. However, management shall make a reasonable effort to provide such notification.

D. 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 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. Union business leave may not be used in increments of less than full days. The Employer retains the right to limit the number of employees who may be given leave at any given time from any one Department. Subject to operational needs of the University and the availability of substitutes, in Departments having fewer than four (4) employees, at least one (1) employee shall be granted such leave upon proper advance written notice; in Departments having four (4) through ten (10) employees, at least two (2) employees shall be granted such leave upon proper advance written notice; and in Departments having eleven (11) or more employees, at least three (3) employees shall be granted such leave upon proper advance written notice. The Employer must be given fourteen (14) days written notice of such request for leave, unless mutually agreed otherwise. Such leave shall not be unreasonably denied.

If an employee is denied leave for Union business, the employee shall be given the reasons for the denial in writing. Should the denial be grieved the Employer has the responsibility to establish that the denial was reasonable.

The Employer also shall not be required to grant any employee time off from work exceeding a total of seven (7) days per fiscal year to conduct Union business. The department will be responsible for finding a substitute, if necessary, for the employee. However, 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 taking leave for Union business will not incur a loss of pay.

#### **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 by

giving twenty-four (24) hours advance notice (whenever possible) to the appropriate Employer representative. 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.

#### **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. The distribution shall be through the appointing department and take place in a timely manner.

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

- A. Cover letter
- B. Information about Union history and structure
- C. Membership information
- D. Contract information
- E. Information regarding Union meetings and events
- F. Lists of contact persons and officers
- G. Other material mutually agreed upon by the Employer and the Union.

If the Union delivers to a department at the start of a semester a notice of a Union orientation meeting, the department will distribute such notice to Teaching Assistants and Program/Project Assistants who have not previously been appointed.

Upon request of the Union, departments that schedule an orientation program for new employees shall provide the schedule to the Union in a timely manner. If the Union chooses to request a room under the department's control for the purpose of holding a Union orientation meeting, the department shall schedule the room for that purpose if available.

#### **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, provided such Union actions do not interfere with the normal duties of employees. Employees shall not conduct any Union activity or business during work time, except as specifically authorized by the provisions of this Agreement.

#### **Section 13. 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 8250 copies of the Agreement. The Union shall be responsible for the printing cost, including the costs of preparing galley prints.

The Employer shall receive 8000 copies and the Union shall receive 250 copies of the Agreement. The Employer shall deliver the contracts to the Departments. If contracts are delivered to the Employer during the spring or fall semester while classes are in session, the Employer shall distribute the contracts to employees within fourteen (14) days of delivery to the Departments. If the contracts are delivered to the Employer at another time, the Employer shall distribute the contracts to the employees within fourteen (14) days of the start of classes. The Employer further agrees to distribute copies of the current Agreement to all newly appointed employees with their appointment letters. Distribution of the contract to current employees by the Departments shall be in the same manner used currently by Departments to deliver notices to employees. The distribution shall take place through the appointing department. The Employer will not be held liable if employees do not receive contracts, provided that a good faith effort was demonstrated in the distribution process.

## 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" involving an alleged violation of a specific provision(s) of the Agreement and remedy sought. Grievances may be filed by either individual(s), the Union, or the Employer. An individual grievant is encouraged to discuss the complaint with his or her immediate supervisor prior to filing a grievance. The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the grievance(s).

B. The word "days" for the purpose of Sections 1 through 3 of this article shall not include spring recess or the period from the last day of exams of the fall semester 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 violation took place and the specific section or sections of the Agreement involved. Except as required in Section 10 of this Article, 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 Union representative (if any). Where the Employer is the grievant, the grievance shall be mailed directly to the Union. Grievance forms not properly completed shall be clarified at the Step 1 grievance 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 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.

E. Individual employees or groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at Steps One through Three of the grievance procedure, provided that a Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. The Employer will supply copies of all written decisions to the Union.

F. 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. In the case of a grievance alleging that the assigned duties require more time than provided in the appointment, the grievance must be filed as specified in the Appointment section of this Agreement and in any case must be filed no later than fourteen (14) days after the date the employee knew or could reasonably have been expected to know of the cause of

such grievance unless such fourteen (14) day time period is extended by mutual agreement.

G. 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.

H. Grievances filed by the Employer shall be sent directly to the Union and shall be treated as having been filed at Step Three of the Grievance Procedure.

## **Section 2. Grievance Steps**

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

**Step Two:** If 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 seven (7) 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 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 following the meeting by the Dean/Director or his/her designee and returned to the employee and his/her representative no later than ten (10) days after this meeting.

**Step Three:** If dissatisfied with the answer in Step Two, to be considered further, the grievance must be appealed to the Chancellor or her/his designee within seven (7) days from receipt of the answer in Step Two. The Chancellor or her/his designee will meet with the employee and his/her representative within fourteen (14) days from receipt of the appeal of Step Two.

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

If the Employer is the grievant, the Union shall respond to the grievance within fourteen (14) days from receipt of the grievance.

By mutual agreement, the Union and the Employer may submit grievances not resolved by Step Three to mediation. The parties shall have twenty (20) days after the receipt of the Step Three decision to submit the grievance to mediation, unless one (1) or both parties appeal to arbitration within that time. Upon agreement to engage in mediation, the parties will contact the Wisconsin Employment Relations Commission (WERC) and request that the WERC provide a mediator that is mutually acceptable to the parties. If the parties fail to agree to a mediator within ten (10) days, this failure shall constitute the termination of Step Three. Costs of mediation shall be borne equally by the Employer and by the Union. The Union and the Employer shall each have the right to appeal the grievance to arbitration within twenty (20) days of the conclusion of the mediation process.

**Step Four:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either the Union or the Employer within twenty (20) days from the date of the answer in Step Three, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration within twenty (20) days of the final resolution of Step Three (including mediation when appropriate), it shall be considered terminated on the basis of the Third Step answer of the responding party without prejudice or precedent in the resolution of future grievances. 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. If the parties have utilized mediation, the mediator shall not serve as an arbitrator for the grievance, nor shall any reference to mediation be admitted as evidence in arbitration.

The parties shall establish a mutually agreed upon panel of seven (7) arbitrators to hear arbitration cases. The parties shall attempt to mutually agree upon the panel of arbitrators and if they are unable to reach mutual agreement, the parties shall request the Wisconsin Employment Relations Commission to supply a panel of fifteen (15) arbitrators not including any previously agreed upon arbitrators. The parties shall alternately strike names from the panel, with the coin flip loser striking first, until a sufficient number remains to complete the panel of seven (7) permanent arbitrators. The parties will meet within seven (7) days from the date of the written appeal of a grievance to arbitration to select an arbitrator from the panel. One year after arbitrators are selected for the panel, each party shall have the right to eliminate up to one (1) arbitrator from the panel. Should a replacement arbitrator be needed for the panel, the replacement shall be selected in accordance with the procedures defined above. 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 flip loser striking first, until one arbitrator remains who shall then hear the case, except that if both parties disagree with this final arbitrator, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators, from which the parties may select a mutually agreed to arbitrator. If the parties are still unable to reach agreement, a request will be made to the Federal Mediation and Conciliation Service to furnish a panel of arbitrators and final selection shall be in accordance with the procedures established by the Federal Mediation and Conciliation Service.

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.

Where the grievance is entirely denied by the arbitrator, the fees and expenses of the arbitrator shall be borne by the party initiating the grievance. Where the grievance is entirely upheld by the arbitrator, the fees and expenses of the arbitrator shall be borne by the party found to have violated the contract. Where the grievance is

upheld in part and denied in part by the arbitrator, the arbitrator shall determine the allocation of his/her fees and expenses between the parties. If either party wishes to have a court reporter present, the party making the request shall bear the full cost of the reporter. If the other party desires to have a copy of the transcript, then the cost of the reporter shall be shared equally by the parties. Where the grievance is settled after an arbitrator has been scheduled, the fees and expenses of the arbitrator (if any) will be shared equally by the parties.

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 matters 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 from 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 seven (7) 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 Representatives**

An employee may consult with his/her Union representative during working hours for a reasonable period of time relative to a grievance matter, or to process 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, 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 unless the circumstances of the case made it impossible for the employee to know he/she had grounds for such claim prior to that date, in which case the retroactivity shall be limited to a period of forty-five (45) days prior to the date the grievance was initiated in writing. 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 Contract Administrator 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**

Except where otherwise prohibited by this Agreement, Union officers and grievance representatives shall have the right to file a Union grievance when any provision of this Agreement is alleged to have been violated. Where the grievance is brought on behalf of more than one individual, the conditions set forth in Article IV, Section 9 must be met. 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**

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. Group grievances are limited to employees supervised by the same individual(s). In the case of Teaching Assistants, group grievances are limited to those who teach the same course and are supervised by the same individual(s). Further, in a group grievance, only one (1) grievant shall be the spokesperson for the group. Group grievances must be so designated at each step of the grievance procedure and set forth a list of all employees covered by the grievance. No employees may be added to the list of group grievants after the second step hearing. Relief is restricted to those employees identified by name in the group grievance. Individual grievances which meet the definition of group grievances as contained herein shall be consolidated at each step of the grievance procedure whenever possible. Individual grievances which do not specifically meet the definition of group grievance, contained herein, may be consolidated by mutual agreement.

**Section 10. Discipline**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause (See Negotiating Note #5). If any discipline is taken against an employee, the employee will receive a copy of this disciplinary action. An employee who alleges that such action was without just cause may appeal a suspension or discharge beginning with the second step

of the grievance procedure. An employee shall be entitled to the presence of a grievance representative at an investigatory 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 and the grievance representative or Union advance notice of the Employer's intent to hold an investigatory interview.

**Section 11. Exclusion of Probationary Employees**

Notwithstanding Section 10 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

## **ARTICLE V**

### **Appointments**

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

An appointment of a teaching, program, or project assistant shall be for a specific period up to one year. Nothing within the terms of this Agreement precludes the University from making financial support guarantees to graduate students for a period longer than one year, and such guarantees may include a teaching, program, or project assistantship.

Sections 4., 5., 6., 7., and 8./B., C., F. of this Article do not apply to hourly Project Assistant Appointments.

#### **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. These criteria may include but are not limited to such factors as academic record, letters of recommendation, previous relevant experience, and factors related to the academic mission of the department.

Copies of departmental criteria shall be sent to the Union as established or revised. Established criteria will be available on request to employees.

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

All newly appointed employees shall receive a letter of appointment which specifies the appointment title, experience classification (if any), appointment percentage, effective dates, salary level, length of probationary period (if any), hours of work or work assignment if known, and for eligible employees notification that insurance including 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.

In addition, reappointed employees shall receive a letter of appointment which specifies the appointment title, experience classification (if any), appointment percentage, effective dates, salary level, and hours of work or work assignment if known.

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 Teaching Assistants' Association. A copy of the current collective bargaining agreement shall accompany the letter of appointment for all newly appointed employees.

#### **Section 4. Probationary Period**

A. 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. Two (2) separate two (2) month summer session appointments for TAs will also satisfy the probationary period. All other appointments will be for a probationary period of six (6) months. A probationary employee may be terminated without recourse to the grievance procedure. The decision to terminate an employee's appointment during the probationary period requires the approval of the chair/director of the department/unit (or designee). Where the employee is supervised directly by the chair/director, termination of an appointment during the probationary period requires the approval of the dean/director (or designee). An employee must be notified of termination in writing, during the probationary period, either delivered in person or by certified mail. No employee shall be required to serve more than one (1) 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 Project/Program Assistant in any one department.

For an employee who receives a subsequent appointment involving a change in title or department, the appointing department may require a permissive probationary period of the same duration as described above. The Employer shall make a determination as to whether the appointee shall serve a permissive probationary period and shall notify that employee in the letter of appointment. The Employer may waive these permissive probationary periods at any time. The employee shall be notified by the Employer of the determination to waive such employee's probationary period. The Employer shall include consideration of the employee's performance in his/her prior appointment in determining whether or not to waive the probation. This waiver is not subject to the grievance procedure under Article IV of this Agreement.

B. If an employee's performance is deemed unsatisfactory during her or his probation the Employer may extend the employee's probation to no more than double the original length of the probationary period. If a probation is extended, the employee must be notified in the same manner as probationary termination.

C. In the case of an employee whose performance is deemed unsatisfactory during her or his probation, the Employer may establish a remedial program. This program may be carried out during the original or extended probationary period, or during a period of non-appointment prior to a renewed appointment. Participation in a remedial program shall not be considered part of work duties under Section 8 of this Article.

## **Section 5. Appointment Percentage**

A. 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, except as provided in paragraphs B. and C.

B. Total appointments for employees may be less than one-third time with the agreement of the employee. Such appointments shall be approved by the department and Dean/Director.

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

## **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. At the beginning of each academic year, the Academic Personnel Office will post a list of departments that employed Teaching Assistants and/or Program/Project Assistants in the previous year. Interested graduate students may follow up their interests at the department level.

Departments employing or anticipating the employment of Teaching Assistants or Program/Project Assistants will maintain posted information as follows:

A. information about procedures for applying for Teaching and Program/Project assistantships including the name or location of an office where inquiries or applications may be made.

B. a listing of courses that typically have Teaching Assistants assigned or are expected to have Teaching Assistants assigned. This list will be updated to include special course opportunities that may become available. A separate list of summer sessions course possibilities will be posted if applicable.

C. information about Program/Project Assistantships that may become available.

Employment information will be posted on a clearly identified bulletin board designated by the department and easily accessible to graduate students. For departments that expect to hire graduate students from other departments, the University will maintain a web site on which these announcements shall be posted. However, positions which satisfy guarantees of support and positions which are continuations of existing positions (reappointments) need not be posted on the University's web site.

## **Section 7. Teaching Assistant 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, the course supervisor is agreeable to the assignment, and the department can staff its courses in a manner which it deems satisfactory, the Teaching Assistant's request shall be granted.

Departments shall notify appointed Teaching Assistants of their tentative course assignments, if known, no later than August 1 for fall semester courses and December 1 for spring semester courses. Such notification does not guarantee the assignment.

## **Section 8. Duties**

In assigning duties to Teaching, Program/Project Assistants:

A. 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.

B. It is understood that employees in this bargaining unit are engaged in professional activities of such a nature that the output produced or the result accomplished cannot be precisely measured in relation to a given period of time. In determining the amount of time expected for an employee assignment, consideration shall be given to such factors as type of instruction, number of students instructed, and all other factors, including those specific to the course or group of courses to which instructional duty expectations apply. Fluctuations above and below the hours reflected in the appointment level are expected, corresponding to individual distinctions such as experience. Recognizing that graduate assistants are embarked on a program of career and professional development, employees are encouraged to discuss duties with the supervising staff member, at the outset of the appointment and as questions may arise during the appointment. In the case of Teaching Assistants, each department shall provide the employee and his/her supervisor with an appointment worksheet with the appointment letter at least three (3) days before signed workload sheets are to be returned by the employee, prior to each term of appointment (Fall, Spring and Summer). Copies of these estimates shall be provided to course supervisors and, by request, to the TAA. In addition, the employee and his/her supervisor will have an opportunity to review that worksheet at the commencement of the Teaching Assistant's employment and throughout the semester. The worksheet shall indicate the approximate distribution of hours to be spent on the various duties required by the appointment.

The function of the worksheet is advisory. Neither the specific distribution of hours among tasks on this worksheet, nor deviation from the apportionment of hours shall be construed as contractually binding or grievable under Article IV of this Agreement.

Departments are encouraged to establish workload committees consisting of faculty, staff and graduate students who are current or former graduate employees to review new and existing workloads for TAs and PAs annually, identify persistent workload problems and recommend remedies to the department. In departments that do not maintain workload committees, Union-Management meetings shall occur upon written request to discuss workload issues as stated in Article II, Section 8.

C. The appointment level shall be based on the department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. Satisfactory performance of these duties shall not require an effort exceeding three hundred and sixty (360) hours per semester for a halftime academic year pay basis appointment; one thousand and forty (1040) hours per year for a halftime annual pay basis appointment; eight hundred and sixty-seven (867) hours per ten-month period for a halftime ten-month pay basis appointment; or a proportional number of hours for other durations or percentages of appointment.

D. All duties required by the supervising staff member or the department shall be fairly within the scope of employment and shall be included in the calculation of required hours.

E. The number of hours are stated for the full appointment period, but hours needed to carry out required duties may fluctuate over portions of the appointment period. As soon as the Employer becomes aware of substantial fluctuations which will occur the employee will be so notified. Except for full time (100%) appointments, if the Employer knew or should with the exercise of reasonable diligence have known of a substantial increase in the number of hours needed to carry out required duties during a particular period and did not so notify the employee, the employee shall not be required to work more than forty (40) hours in any one week.

The parties recognize that informal discussion between a supervisor and an employee is likely to be the most effective way to resolve problems in assignment of duties. An employee who finds that the assigned duties appear to require more time than is allocated should immediately notify, and consult with, the supervisor or Department Chair (or designee), who shall reconsider the factors used to determine the amount of time expected. The supervisor and the department may direct either an adjustment in the duties or, pending approval of funding, an adjustment in the appointment level.

An employee may submit to the supervisor or Department Chair (or designee) a written request that the duties required be revised. A response shall be made within one (1) week of the written request unless the employee and the department mutually agree to a longer period. If the employee is dissatisfied with the response or no response is forthcoming, the employee may file a grievance under Article IV of this Agreement. No such grievance will be considered unless there has been a prior written request to make an adjustment.

An arbitrator's award under this section of the Agreement is limited to pay for work performed. Should an arbitrator determine that the pay level is too low for the assignment, then the Employer may either increase pay or reduce the responsibilities.

F. A department or supervisor may establish reasonable prerequisites which a Teaching Assistant must meet in order to teach a particular course and determine whether those prerequisites have been met before the Teaching Assistant becomes eligible to teach the course. Any special prerequisites shall be posted along with the job opening. If a Teaching Assistant requests to teach such a course and has not met the prerequisites, the Teaching Assistant shall not be paid for time involved in meeting the prerequisites if the request is granted. If a Teaching Assistant is assigned to a course which the Teaching Assistant has not requested and for which she or he does not meet the prerequisites, the Teaching Assistant shall be paid for the time which is necessary to satisfactorily meet those prerequisites.

## **Section 9. Work Surroundings**

The Employer recognizes that appropriate resources and an adequate work environment, including basic office supplies and materials, are necessary for the performance of job responsibilities. For all non-hourly employees, such resources shall include, but are not limited to, access to office space, a telephone, and use of a copying machine, when such resources are necessary for performing assigned duties. If an employee believes that additional resources or facilities are needed to perform such duties, then the employee is encouraged to contact his/her immediate supervisor for the purpose of discussing such needs. If the matter is not resolved to the satisfaction of the

employee, then she/he may bring her/his concerns directly to the department chair/director. The Employer will make a good faith effort to provide resources and facilities commensurate with job expectations. Departments will not require employees to pay for resources that the Department has determined are essential for instruction, research or other assigned work. Departments will ensure that Teaching Assistants who are expected to teach with technological components have access to the appropriate technological tools.

## ARTICLE VI

### Orientation, Training and Evaluation

#### Section 1. Orientation and Training

Orientation, training, and evaluation of employees is a responsibility of the Employer. The parties recognize, however, that the professional nature of Teaching and Program/Project Assistantships means that these employees have effective contributions to make to their own working performance and environment and that of their colleagues. The parties encourage all schools and colleges that employ TAs to hold training sessions before the fall semester.

Departments and other appointing units are encouraged to review the training and orientation programs available to their employees, and to consult with them about ways in which the effectiveness of these programs can be enhanced.

Each department that employs new Teaching Assistants in the fall and spring semesters shall provide training for them, either alone or in combination with other departments. The training shall consist of a minimum of eight (8) required hours designed to aid them in their teaching duties. At least two (2) of these hours of training must come during the semester. The content, design and emphasis of the training shall be determined by the department chair or designee(s). For the fall semester training, a written description of the program shall be available upon request of the employee and/or the Union. A TA may be exempted from attending these sessions by the decision of the department chair or designee(s), provided that the TA has previous post-secondary teaching experience. Departments may have more extensive training programs available for teaching, program and project assistants.

The Employer will orient and train employees to appropriate safety and security precautions in a timely manner.

The Employer agrees to schedule training workshops for employees that will address diversity issues deemed by the Employer to be relevant to the activities of these employees within their employment at an educational institution. These workshops will be developed in consultation with the campus Equity and Diversity Resource Center, the Union, and other appropriate offices. These workshops shall not count toward the eight (8) hours of training described above.

#### Section 2. Evaluation

Each employing unit shall establish an evaluation process to review performance of duties and ability. Employees shall be informed of the evaluation process and criteria for evaluation at the start of the period for which they are being evaluated.

A. Evaluations may include input from the following sources:

1. Individual student evaluation of the teaching performance of a teaching assistant in a course in which the student is enrolled.

2. Faculty and staff review of employee performance. If such a review includes an assessment of a Teaching Assistant's laboratory or classroom performance, the assessment shall include at least one (1) visit by a faculty or staff member. A Teaching Assistant will be given at least twenty-four (24) hours notice prior to the initial visit in a semester for this purpose. Prior notice is not required for faculty and/or staff visits for any other purpose, including subsequent visits for evaluation purposes.

3. Self review.

4. Peer Review.

B. If the evaluation process is implemented by a committee, the composition of such committee shall be in accordance with established departmental procedures. In the event review of teaching performance includes a committee, the committee shall have a faculty majority; its membership may include employee representatives chosen by employees and may include other staff and students.

C. If student evaluations are part of the evaluation process, employees will be notified at least forty-eight hours prior to distribution of student evaluation forms.

D. Comments and data that evidence illegal discrimination shall be excluded from consideration, and the presence of such comments shall be considered in weighing the evaluation as a whole.

E. Performance of Teaching Assistants shall be reviewed at least once during the term of the appointment. Performance of Program and Project Assistants may be reviewed during the term of the appointment. Where the Employer completes a performance review, a written performance evaluation report will be provided. A copy of this report and any written evaluations resulting from A., above will be given to the employee who will have the right to make a written response to be placed in his or her personnel file. Departments are encouraged to provide supervision and evaluation throughout the appointment period.

## ARTICLE VII

### Nondiscrimination/Affirmative Action

#### Section 1. Discrimination Prohibited

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, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record.

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 Employer and the Union agree that all employees should be able to work in an environment free of sexual harassment and harassment based on gender, race, cultural background, ethnicity, sexual orientation, political viewpoint and disability, and that no employee should be subject to any of these forms of harassment.

Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the workplace and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical nature when:

- A. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals or;
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Other forms of harassment in employment may consist of repeatedly addressing or directing epithets, comments or gestures, or displaying or altering visual materials that explicitly demean an employee's gender, race, cultural background, ethnicity, sexual orientation, as outlined in the UW-Madison Prohibited Harassment Policy.

In order to prevent and eliminate sexual harassment, the Employer will take affirmative steps to help create a workplace free of sexual harassment. The Employer will fulfill its contractual obligations with regard to this section by:

- A. Distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

B. Briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action.

**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. Therefore, Teaching Assistants and Project/Program Assistants are incorporated in the University's Affirmative Action Plans, and the University will seek the advice and counsel of the Union in the annual review of these Plans.

**Section 3. Complaint Procedures**

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, and State and Federal Statutes and the Grievance procedure in Article IV.

However, a bargaining unit employee may choose any person, including a Union Representative, to advocate on his/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 their health and safety, the employee shall report the condition immediately to the supervisor.

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 regular union-management meetings as provided in Article II, Section 8.

#### **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.

#### **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 the appropriate type of 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.

**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. Employees who avail themselves of such examination will be reimbursed for the cost, or any portion of the cost, for one examination during the life of the 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.

**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. Abnormally Dangerous Tasks**

In the event an employee believes that an assigned task is abnormally dangerous due to physical or emotional limitations of the employee, or due to abnormal safety hazards, the employee shall inform the immediate supervisor. Upon receipt of such notification, the supervisor shall review the situation with the employee and attempt to resolve the matter.

In attempting to resolve the matter, the supervisor, at his/her discretion, may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or, at the supervisor's discretion, may assign the affected employee to other available work consistent with the work usually performed by the employee.

If the matter is not resolved to the satisfaction of the employee, and he/she carries out the task, he/she may later file a grievance. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. If the employee is disciplined, he/she may file a grievance, under Article IV.

**Section 9. 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. A Union official, upon request to the supervisor and with due consideration for scheduled work responsibilities, will be released without loss of pay to accompany the inspector for a maximum of sixteen hours per year.

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 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. Employees who have questions about the presence of toxic chemicals at their work site are instructed to obtain such information from 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 11. 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.

**Section 12. Material Safety Data Sheets**

The Employer shall make Material Safety Data Sheets which are required by Wisconsin Department of Commerce on chemical and hazardous materials available upon request to Employees with duties in departments where such materials are used or where Employees are potentially exposed to such materials.

## ARTICLE IX

### Miscellaneous

#### 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.

Upon written request, an employee shall, within a reasonable time, have an opportunity to review and copy his/her official personnel file in the presence of a designated management representative. 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 instead of reviewing it in person. However, employees shall not be entitled to review or copy confidential letters and statements of recommendation. Additions to the official personnel file shall be limited to material directly related to the employee's employment. The employee may make a written statement regarding his/her position on the 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 shall be used in any action adversely affecting an employee in his/her employment as a Teaching Assistant or Program/Project Assistant unless a copy is provided or made accessible to the employee.

The Employer shall not disseminate any information from an employee's official personnel file to any person, organization or non-University 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.

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, 2001, \$72.00 per night for Milwaukee, Racine and Waukesha counties and \$62.00 per night for all other counties.

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:

As of the effective date of this Agreement:

In-state		Out of State	
High-Cost-Cities Per			
Out of State Lodging			
Reimbursement Bulletin			
Breakfast	\$ <u>8.00</u>	Breakfast	\$ <u>10.00</u>
Lunch	\$ <u>9.00</u>	Lunch	\$ <u>10.00</u>
Dinner	\$ <u>17.00</u>	Dinner	\$ <u>20.00</u>

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 thirty-two and one-half cents (\$0.325) 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 (\$0.01) 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 sixteen and two-tenths cents (\$0.162) per mile, subject to the following conditions:

- A. Only one 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

#### Section 1. Wage Adjustments

A. For a listing of wage rates, see APPENDIX - Wage Schedule.

B. Teaching Assistants on the university payroll in October, 2001, shall receive lump sum payments of one hundred fifty dollars (\$150.00), prorated by their appointment levels.

Program/Project Assistants (excluding Hourly PAs and Graders/Readers) on the university payroll at the effective date of this contract shall receive lump sum payments of one hundred fifty dollars (\$150.00), prorated by their appointment level.

Senior Teaching Assistants on the first university payroll of semester one, academic year 2002-2003, shall receive lump sum payments of two hundred twenty-five dollars (\$225.00), prorated by their appointment level.

Senior Teaching Assistants on the first university payroll of semester two, academic year 2002-2003, shall receive lump sum payments of two hundred twenty-five dollars (\$225.00), prorated by their appointment level.

#### Section 2. Experience/Training Levels

A. 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 in a high school, vocational school, technical school, or community college; or, if relevant, as a teacher with any comparable experience in a foreign school system. Teaching assistants must also complete the Employer-provided diversity issues training under Article VI, Section 1 to qualify for the "experienced" rate.

B. One semester-unit of experience is granted to a Teaching Assistant who has taught one full semester of a two-semester academic year in a capacity defined in A above. Two-thirds of a semester-unit of experience is granted to a Teaching Assistant who has taught one full quarter of a three-quarter academic year in a capacity defined in A above. Two-thirds of a semester-unit of experience is granted to a Teaching Assistant who has taught one full summer session of three (3) weeks or more in a capacity defined in A above.

C. There are three classifications of Teaching Assistants based on experience, training and education:

1. An "inexperienced" Teaching Assistant has had less than one and two-thirds (1 2/3) semester-units of experience.

2. An “experienced” Teaching Assistant has had one and two-thirds (1 2/3) or more semester-units of experience and has completed the Employer-provided diversity issues training under Article VI, Section 1.

3. A “senior” Teaching Assistant has had one and two-thirds (1 2/3) or more semester-units of experience and has completed all course-work and departmental requirements for candidacy for a PhD, as certified by the Teaching Assistant’s academic department.

D. There will be one (1) classification of Program/Project Assistant, called either “Program Assistant” or “Project Assistant.”

A Program/Project Assistant with two (2) semesters (or equivalent) experience as a Program/Project Assistant who is employed as a Teaching Assistant will be placed at a level no lower than the experienced Teaching Assistant level for pay purposes only.

E. Changes in the stipend rate for Teaching Assistants from one category to the next shall be effective at the beginning of the semester or summer following a change in eligibility.

F. Teaching Assistants shall be placed at the highest level for which they qualify.

G. New Teaching Assistants may be credited with a maximum of two (2) semester-units of experience from outside of the University of Wisconsin – Madison and/or the University of Wisconsin – Extension.

## **ARTICLE XI**

### **Benefits**

#### **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. The Employer agrees to continue the present administration of the Health Insurance Plan. The Employer agrees to pay eighty percent (80%) of the gross premium for the single or family standard health insurance plan or one hundred percent (100%) of the gross premium of the alternative qualifying plan that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plan shall be determined in accordance with the standards established by the Group Insurance Board.

#### **Section 2. Other Insurance Plans**

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

#### **Section 3. Medical Evacuation & Repatriation Insurance**

The Employer agrees not to require any employee to purchase Medical Evacuation & Repatriation Insurance that is not otherwise mandated by Federal Requirements.

#### **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 any net tuition and/or fee assessment if the amount is greater than his/her segregated fee assessment for the semester. The first installment shall be due no earlier than the first pay date of the semester. The final installment shall be due no earlier than twelve weeks after the start of classes for that semester.

An employee may postpone payment of fall and spring semester net fee assessments until the first pay date of the semester.

#### **Section 5. Sick Leave Credit Bank**

##### **A. Sick Leave Credit Bank**

At the beginning of each appointment period an employee will be credited with a bank of sick leave days. The number of days credited to an employee's sick leave bank depends on the length of the appointment period as follows:

1. Employees appointed for an academic or calendar year will be credited with twelve (12) days in their sick leave bank;

2. Employees appointed for one (1) semester will be credited with six (6) days in their sick leave bank;

3. Employees who are appointed for other periods of time shall be credited with days in their sick leave bank based on the formula of one (1) day of sick leave credit for each thirty (30) days (or portion thereof) of their appointment [with a minimum appointment of three (3) weeks].

Unused sick leave shall accumulate as described below from appointment period to appointment period only within the same department and in the same title. Sick leave may not be used in increments of less than one day. At the beginning of each appointment period, the number of sick leave days credited to the employee's sick leave credit bank under 1., 2., and 3., above, shall be supplemented to the following extent by unused sick leave carried over from the employee's immediate previous appointment:

a. At the beginning of an appointment period any combination of sick leave carry over and newly accredited sick leave shall not exceed twelve (12) days.

b. In the event that an individual has a break in appointments in the same department and title between one academic year and the next, or a break of less than two (2) weeks duration at other times during an academic year, sick leave carry over as outlined above shall be provided.

For the purposes of this Section, Program Assistant and Project Assistant are interchangeable titles.

#### **B. Sick Leave for Employees**

Employees may use days in their sick leave bank for personal illness, bodily injuries, maternity, or exposure to contagious disease: (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. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section.

Employees may use sick leave for personal medical and dental appointments which cannot be scheduled at times other than during scheduled work hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) days advance notice of appointments except when emergency conditions prevail.

#### **C. Sick Leave for Care of Family Member**

Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family, or for other family emergencies, for a limited period of time to permit the employee to make other arrangements. Immediate family is defined as, and limited to: the spouse, the spouse equivalent residing in the household of the employee, parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters

(and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee. Use of sick leave for the purposes of this Section is limited to five (5) work days for any one illness or injury; however, the use of sick leave may be extended to cover unusual circumstances provided prior approval of the immediate supervisor is obtained.

**D. Funeral Leave**

Where death occurs in the employee's immediate family (as defined in Section C., above), sick leave may be used to attend the funeral and/or make necessary arrangements. Sick leave shall normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days.

**E. Use of Sick Leave Credits**

An employee's sick leave bank will be charged for days that an employee does not perform his/her required duties for any of the reasons outlined in Section B., C., or D., above, unless other acceptable arrangements are made including but not limited to:

1. The employee obtains unpaid peer substitute coverage acceptable to the employee's immediate supervisor and the department chair; or
2. The employee makes arrangements with his/her immediate supervisor to fulfill the required duties through other acceptable means; or
3. The employee can fulfill the required duties at a different time and the employee's immediate supervisor agrees to permit the employee to perform those duties at a different time.

In the event that an employee fails to perform his/her required duties because of any of the reasons outlined in Section B., C., or D., above, and the employee has exhausted the days in the employee's sick leave bank, any days missed shall result in the employee being removed from the payroll for such missed days.

If an employee is faced with a loss of salary due to injury, illness, or disability, upon request of the Union, the Union and the University Contract Administrator will meet to explore all reasonable avenues to avoid such loss.

**F. Substitutes**

Employees using sick leave under this section are not required to find substitutes for that time. The employee shall be responsible for notifying the Department as soon as possible after the need to use sick leave is determined. Nothing in this section shall preclude the Department from asking the employee for assistance in identifying a substitute.

**Section 6. 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 and Dean/Director for any reason for a period of time not to exceed the employee's unexpired term of appointment.

**B. Parental Leaves 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 her/his 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/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 during which the employee does not have work responsibilities. The employee may take any additional part of the next semester as leave without pay subject to the approval of the appointing Department and Dean/Director.

An employee on an annual 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 Medical Leave**

The Employer will recognize the provisions of the Family Leave Act, s. 103.10, Wis. Stats., and the Federal (U.S.) 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/her immediate supervisor and the chair/director of the appointing Department.

Such leaves shall not extend the duration of an employee's appointment.

**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. Project and Program Assistants appointed on a pay basis other than hourly or lump sum 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. If an employee voluntarily terminates her/his employment prior to the original end date of the appointment and has used anticipated vacation time, the employee may be given the option of reimbursing the Employer by working up to the number of hours taken that were not yet earned. The hours shall be worked before the employee terminates his/her appointment. If the employee chooses not to work these hours or is involuntarily terminated for cause, an adjustment shall be made in the employee's final paycheck to reimburse the Employer for the time that was taken but not yet earned.

**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. When not empaneled for actual service and only on call, the employee shall report to work unless authorized by the employee's supervisor to be absent from her or his work assignment. 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 an Employer-paid substitute acceptable to the supervisor and the Director/Department chair. If the employee is unable to find a substitute, the Department shall be responsible for finding and paying a substitute for the employee, while she or he serves as a juror.

**Section 9. 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 required to appear during his/her regularly scheduled hours of employment; provided, however, that the employee shall turn over to the Employer any witness fee received.

**Section 10. State Legal Holidays**

The Employer recognizes the importance of giving employees time off from work for state legal holidays, and therefore, Teaching Assistants and Program/Project Assistants generally are not expected to work on those holidays. Where the operational needs of the Employer require the 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 the prior approval of the Employer, consistent with the operational needs of the department.

There are 9 state legal holidays:

- Independence Day
- Labor Day
- Thanksgiving Day

Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Jr. Day  
Memorial Day

**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. Employees who face a conflict between a work requirement and any anticipated religious observance should be given an alternative means of meeting the work requirement, provided that the Employee notifies his/her supervisor in the first two weeks of the appointment period of the specific day or dates that will be needed for these observances. Where the appointment period includes two academic semesters, notice must be given within the first two (2) weeks of each semester. When the religious observance falls within the first two (2) weeks of an appointment period (including summer sessions), the employee should give as much advance notice as possible to his/her supervisor. Supervisors may set reasonable limits on the total number of days granted for religious observances by any one (1) employee.

**Section 12. Employee Funded Reimbursement Account**

The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-funded Reimbursement Account program 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 17, 2003 and terminating on June 30, 2003, 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 provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the 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, 2003. The Employer will respond in writing to the Union by March 15, 2003. Negotiation of the successor Agreement will begin no later than March 22, 2003. The parties will meet to discuss ground rules by February 15, 2003.

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**

### **Criteria for Satisfactory Academic Progress**

The parties agree that employees need to know the criteria for satisfactory academic progress as graduate students in their department of enrollment. Therefore, each department will post these criteria and any changes thereto on the departmental bulletin board. Further, a copy of such criteria will be provided to any employee who requests it.

## **NEGOTIATING NOTE #2**

### **Exclusion**

Satisfactory progress as a graduate student is an academic determination which is not bargainable and is not a provision of this Agreement and is not subject to the grievance procedure.

## **NEGOTIATING NOTE #3**

### **Child Care**

The Employer agrees to set aside no less than \$145,800 during the 2001-2003 biennium to be awarded to TA and PA families to assist with child\_care expenses. The distribution of the funds will be based on need and administered in accordance with the criteria and in the manner currently used for distributing child care funds to students through the Office of Campus Child Care.

## **NEGOTIATING NOTE #4**

### **Child Care Committee**

The Employer agrees to appoint a Union representative to the Campus Child Care Committee administered through the Dean of Students Office. The Dean of Students will appoint a person from a list of five (5) candidates submitted to the Dean of Students by the Union.

## NEGOTIATING NOTE #5

### Just Cause

The basic elements of just cause have been reduced by arbitrator Carroll R. Daugherty to seven tests outlined below:

**NOTICE:** Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?

**REASONABLE RULE OR ORDER:** Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?

**INVESTIGATION:** Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

**FAIR INVESTIGATION:** Was the Employer's investigation conducted fairly and objectively?

**PROOF:** At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

**EQUAL TREATMENT:** Has the Employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?

**PENALTY:** Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his service of the Employer?

(Enterprise Wire Company 46 LA 359, 1966)

## **NEGOTIATING NOTE #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, excepting segregated fees and special fees adopted by the legislature. The Employer agrees to continue to remit out-of-state tuition pursuant to s. 36.27(3)(g), Wis. Stats. Remission of in-state fees shall commence with the second (spring) semester of the 1997-98 academic year.

Consistent with legislative intent, the remission will achieve equity with counterparts at our peer institutions and will eliminate a serious impediment at UW-Madison 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 our peer institutions.

Hourly Program/Project Assistants (including Grader/Readers) will qualify for fee and tuition remission if they work hours equivalent to a one-third time appointment, as determined by the Bursar's policy. Hourly PAs may consult the Bursar's web site (<http://www.bussvc.wisc.bursar/remis2.html>) to review the current policy and determine whether they qualify for a remission.

## **NEGOTIATING NOTE #7**

### **Harassment/Diversity 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. This allocation of the \$50,000.00 was negotiated in this manner with the intention of the parties that the \$50,000.00 sum from that overall settlement would continue to be used in succeeding years for the purposes of diversity and harassment training. Consequently, the deletion in the 1995 negotiations of the contract language at Article X, Section 1.C. of the 1993-1995 collective bargaining agreement does not affect the continued allocation of that sum in succeeding years for the purposes stated.

**APPENDIX - Wage Schedule  
TEACHING ASSISTANTS  
(Academic Year Stipend)\***

	<b>Effective Semester II Academic Year <u>2001-02</u></b>	<b>Effective Semester I Academic Year <u>2002-03</u></b>	<b>Effective Pay Period 8 Academic Year <u>2002-03</u></b>
Inexperienced	<u>\$21,161</u>	<u>\$21,850</u>	<u>\$22,525</u>
Experienced	<u>\$22,766</u>	<u>\$23,500</u>	<u>\$24,200</u>
Senior	<u>\$27,905</u>	<u>\$28,200</u>	<u>\$28,200</u>

\*Summer employees (those on an S pay basis) are paid at the previous academic year rate.

**PROGRAM/PROJECT ASSISTANTS  
Minimum Stipend (Annual Year Stipend)**

<b>Effective <u>01/01/2002</u> <u>\$27,953</u></b>	<b>Effective <u>07/01/2002</u> <u>\$28,722</u></b>	<b>Effective <u>04/01/2003</u> <u>\$29,710</u></b>
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**HOURLY GRADER/READER\*\*  
Minimum Hourly Rate**

<b>Effective Semester II Academic Year <u>2001-02</u>  <u>\$10.90</u></b>	<b>Effective Semester I Academic Year <u>2002-03</u>  <u>\$12.00</u></b>	<b>Effective Pay Period 8 Academic Year <u>2002-03</u>  <u>\$12.00</u></b>
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\*\*All other hourly employees shall be paid at the regular prorated rate.

## **BARGAINING TEAMS**

### **MANAGEMENT BARGAINING TEAM**

**Brian Jeffers, Chief Spokesperson**  
Department of Employment Relations

**Julie Karpelenia**  
Graduate School

**Judy Craig**  
L&S Administration

**Greg Frawley**  
Budget Planning & Analysis

**Adam Gamoran**  
Sociology

**Jerry Grossman**  
WCER

**Eileen Hanneman**  
Environmental Studies

**Ray Harris**  
Spanish & Portuguese

**Tom Popkewitz**  
Curriculum & Instruction

**Dan Rider**  
Mathematics

**Matt Sanders**  
Chemistry

**Ferd Schlapper**  
University Health Services

**Nancy Westphal-Johnson**  
L&S Administration

**Jason Beier**  
UW System Human Resources

**Mike Rothstein**  
Office of Human Resources

## **UNION BARGAINING TEAM**

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