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State of Wisconsin and Teaching Assistants' Association (1991)

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State of Wisconsin and Teaching Assistants' Association (1991)

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AGREEMENT

between the

State of Wisconsin

and

Teaching Assistants' Association

May 30, 1991
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AGREEMENT

This Agreement made and entered into this 23rd day of ____, 1996, at Madison, Wisconsin, pursuant to the provisions of Subchapter V of Chapter 111, Wisconsin Statutes, 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 Sections 111.80-111.97, Wisconsin Statutes, 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 Section 36.05(1) or (8), Wisconsin Statutes, primarily for the benefit of the University, faculty or academic staff supervisor or a granting agency. Project assistant or program assistant does not include a graduate student who does work which is primarily for the benefit of the student's own learning and research and which is independent or self-directed.

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

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 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 employe(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 becoming due after the date of delivery of such authorization to the payroll office of the University. New individual orders will be submitted on or before the 15th day of any month 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 a uniform percentage with a dollar cap for all employees authorizing deductions, and shall be the percentage and dollar cap 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 6090 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 60 days written notice to the University Payroll Office. Upon receiving such notice the University Payroll Office shall forward one copy to the Union. When an employee who has a 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. Fair-Share and Maintenance of Membership

In the event that a fair-share or maintenance of membership certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or the proportionate "fair-share/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 90 days after notification by the Union. The Union shall notify the Employer of the amount no later than the effective date of the fair share or maintenance of membership authorization.

C. Remittance

The Employer will remit all such deductions to the Union within twenty (20) days after the pay day covering the pay period of 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, UDBS 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.

D. 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 60 days written notice to the University Payroll Office. Upon receipt of such notice, the University Payroll Office will forward one 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. Uniform dollar amount for all members of the bargaining unit authorizing deductions, and shall be the amount certified to the Employer in writing by the Union. The Employer shall be given 30 days advance notice in writing by the Union of any changes in the certified deduction amount. The Employer shall implement any changes in the certified deduction amount as soon as possible, but in no case later than 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 on or before the 20th day of the month following the pay period covered by 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. 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 60 days following discovery of the error. Administrative errors of overpayment or underpayment to the Union in amounts of two ($2) dollars or less for an individual shall be waived by the parties. A cap of fifteen ($15) dollars 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. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;
B. Union appointments;
C. Union elections;
D. Results of Union elections;
E. Union meetings;
F. Reports of Union standing committees;
G. Rulings or policies of other labor organizations with which the Union is affiliated; and,
H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

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 employe 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.
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.

E. The Official Minutes must be approved by both parties. Copies of minutes of departmental level meetings will be forwarded to the Union and to the Chancellor's office and to the Department of Employment Relations.

Section 9. Union Conventions

A. Employees who are elected delegates or alternates shall be granted two (2) days leave without pay each year of the Agreement to attend the Wisconsin Federation of Teachers State Convention. The employees shall give their director/department chair fourteen (14) calendar days advance written notice of their attending this convention.

B. Once during the term of this contract no more than six (6) employees who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention. The employees shall give their director/department chair fourteen (14) calendar days advance written notice of their attending this convention.

C. Once per fiscal year no more than six (6) employees who are duly credentialed delegates or alternates to the AFT/QUEST Convention shall be granted time off without pay not to exceed five (5) days to attend said convention. The employees shall give their director/department chair fourteen (14) calendar days advance written notice of their attending this convention.
D. Notwithstanding A through C, the Employer retains the right to limit the number of employees who may be given leave to attend conventions 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. Such leave shall not be unreasonably denied.

If an employee is denied leave to attend a convention listed in A, B, or C above, 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 who is a delegate or alternate time off from work exceeding a total of seven (7) days per fiscal year to attend the above listed conventions. 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 attending the convention will not incur a loss of pay. The total number of employees granted such an absence at any given time shall not be greater than the number of official delegates and alternates allocated to the TAA for any given convention.

Section 10. Educational Classes

Subject to operational needs of the University and the availability of substitutes, employees who are elected or selected by the Union to attend educational classes, conferences, institutes, seminars or workshops conducted by or for the Union and its affiliated labor organizations shall be granted time off from work, without pay, for the purpose of participating in such classes. The number of days off for such purposes shall not exceed five (5) for each employee in any one fiscal year. The employee shall notify the chair of the department at least fourteen (14) days in advance of the anticipated absence. 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 department chair, to substitute on an unpaid basis. If such employee arranged substitution occurs, the employee attending the educational class will not incur a loss of pay. The total number of employees granted such an absence at any given time shall not exceed ten (10). The total number of days used for such purpose shall not exceed sixty (60) in any fiscal year.
Section 11. Union Visitations

The Employer agrees that non-University affiliated officers and representatives of the Union shall be admitted to University premises during normal working hours by giving 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. Employes 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. The Union visitor will, upon arrival, check in through the regular channels for receiving visitors and shall be subject to the security rules in effect at the time. 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 employes. 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 12. Union Orientation

The Employer agrees to distribute to each employe 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 employes 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 13. No Interference

The Union shall have the right to communicate with employes at all times except work time and to schedule meetings with employes without intentional interference from the Employer, provided such Union actions do not interfere with the normal duties of employes. Employes shall not conduct any Union activity or business during work time, except as specifically authorized by the provisions of this agreement.

Section 14. 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 65008250 copies of the Agreement. The Employer and the Union shall share each pay half the printing cost, including the costs of preparing galley prints, with the Union paying 60% and the Employer paying 40% of all costs.

The Employer shall receive 60008000 copies and the Union shall receive 500250 copies of the Agreement. The Employer shall inform the Union of the number of contracts required by each department. The Union shall package contracts by Department and deliver the contracts to the Employer at a mutually agreed upon pickup point. 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 employes 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 employes within 14 days of the start of classes. The Employer further agrees to distribute copies of this Agreement to all new employes as they are appointed. Distribution of the contract to current and new employes by the Departments shall be in the same manner used currently by Departments to deliver notices to employes. The distribution shall take place through the appointing department. The Employer will not be held liable if employes 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:

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

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

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

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

5. To determine the size and composition of the workforce 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.

6. 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.

7. 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.

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

C. Only one subject matter shall be covered in any one 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 employe 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 employe(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 employe may choose to have a Union representative represent him/her at any step of the grievance procedure. If an employe 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 a Union representative 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 employes or groups of employes 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 1 and 2 of the grievance procedure may be waived by mutual agreement. In addition, where the same Employer representative hears more than one 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 the Third Step 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 schedule a meeting 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 in which the employee is appointed within fourteen (14)-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 within fourteen (14) days from receipt of the appeal to the Dean/Director 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 fourteen (14)-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, within fourteen (14) days from receipt of the appeal to Step Three, 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.

**Step Four:** Grievances which have not been settled under the foregoing procedure may only be appealed to arbitration by either the Union or the Employer within thirty (30) twenty (20) days from the date of the answer in Step Three, except grievances involving discharge must be appealed within fifteen (15) days, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not timely appealed to arbitration, 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.

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:

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

2. 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 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 denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, shall be borne by the party initiating the 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 and the costs of a court reporter, if one was requested by either party for the hearing, 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.

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. 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. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

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 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 fourteen (14) 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.

Each grievance representative designated by the Union shall be an employee. A Union grievance representative who is an employee shall be the only Union representative to process Steps 1 and 2 of all grievances.

Unless specifically provided in this Agreement, the Employer is not responsible for any expenses incurred by grievants or Union representatives in the processing or investigation of grievances.
Section 8. Union Grievances

Union officers and grievance representatives who are members of the bargaining unit shall have the right to file a Union grievance when any provision of Article II of this Agreement and any provisions of this Agreement where the Employer is required to provide notice to the Union of this Agreement has is alleged to have been violated. 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 employe, and which involve like circumstances and facts for the grievants involved. Group grievances are limited to employees in the same department 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.

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

The Parties agree to abide by the provisions of the State Employment Labor Relations Act and refrain from any unfair labor practices as defined by the Act, Wis. Stats., 111.84(1),(2). (SEILRA, See Negotiating Note #6) Employees will not suffer retaliation for the exercise of any of their rights granted under the provisions of this agreement. Any claims of retaliation or other violations of SEILRA by either party will be addressed through the appropriate process of the Wisconsin Employment Relations Commission and are specifically barred from 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, 8 B. C. F. G, and 9 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.
Section 4. Probationary Period

A. Except as indicated in B, an employee shall serve a probationary period equivalent to one academic semester in length for an academic semester length appointment or academic year appointment, basis appointees or six months for annual or ten month, appointees other periods of appointment, during which she or he may be terminated without recourse to the grievance procedure. 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 probationary period as a Teaching Assistant in any one department. No employee shall be required to serve more than one 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 waive the probationary period described above. 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 nonappointment 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. Job Posting

A. Job Openings

Departments shall post all Teaching Assistant and Program/Project Assistant positions within the department on a bulletin board designated by the department and easily accessible to graduate students in order to ensure that all interested graduate students are given an opportunity to apply for anticipated openings. Such information shall be posted no later than one week after the final date for timetable verification call for the fall, spring, and summer terms. Unanticipated positions of one (1) or more months duration will be posted a reasonable period of time prior to hiring.

B. Course Announcements

Each semester, departments shall post on a bulletin board designated by the department a list of those courses in which it anticipates employing Teaching Assistants in the coming term. Such information shall be posted no later than one week after the final date for Timetable verification call for the fall, spring, and summer terms.

The University will make information about openings and application procedures for Teaching Assistants 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.

This information will remain posted on a bulletin board designated by the department and easily accessible to graduate students.
Section 7. Teaching Assistant Course Assignments

Teaching Assistants may request assignment to particular courses, and when in the department's judgement 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 employe and the supervising staff member shall discuss these duties with the employe at the beginning of the appointment period.

B. 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 360 hours per semester for a halftime academic year pay basis appointment; 1040 hours per year for a halftime annual pay basis appointment; 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.

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, split appointments, State legal holidays, 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.

A split appointment is defined as one in which an employe is simultaneously assigned to teach in more than one course, or holds both a non-teaching appointment and a teaching appointment, or is given two separate non-teaching appointments.
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 360 hours per semester for a halftime academic year pay basis appointment; 1040 hours per year for a halftime annual pay basis appointment; 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 appointments outside the academic year, 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 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), The supervisor 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 request in writing that the supervisor revise the work required if the employee believes the work cannot be done within the allotted time. 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 the supervisor 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.

G. Employees required to work during periods of academic recess shall be given reasonable written notice. If reasonable notice is not given in a non-emergency and an employee refuses to work during periods of academic recess, then disciplinary sanctions shall not be imposed.

Section 9. Undergraduate Assistants

Upon request by the Union, the Employer will supply the Union with the number of Undergraduate Assistants by department.

Section 109. 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. 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.
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. Most activities of this nature take place at the department or school/college level, and Teaching and Program/Project Assistants already participate in them in many departments.

The parties encourage all departments and employing units to develop and strengthen mechanisms for Teaching and Program/Project Assistant input into and participation in activities of this nature.

Employing units shall provide orientation material for employees appropriate to their assigned duties. Such material may be written and/or oral and shall include information on such matters as facilities and resources needed to carry out the job and necessary guidelines and procedures. 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 establish and schedule training workshops for employees that will address the subjects of racial and sexual harassment, as well as other campus-wide issues deemed by the Employer to be relevant. These workshops will be developed in consultation with the campus Affirmative Action Office, the Union, and other appropriate offices. The parties agree to encourage employees to participate in these voluntary workshops. Such training shall initially be made available no later than the start of the 1990-91 academic year.

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 such types of review as the following:

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

2. Review by supervising faculty and staff of employee performance.
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 employe representatives chosen by employes and may include other staff and students.

C. A Teaching Assistant will be given at least 24 hours notice prior to the supervisor's initial visit in a semester for the purpose of evaluation. Prior notice is not required for supervisory visits for any other purpose, including subsequent visits for evaluation purposes.

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

E. 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.

F. 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 employe who will have the right to make a written response to be placed in his or her personnel file.

Section 3. Mentor Appointments and Merit Awards

Prior to July 1, 1992, and effective on that date, the University will institute Mentor Appointments to Teaching Assistants and Merit Awards to Program/Project Assistants who have demonstrated outstanding contributions in their respective areas. A Mentor Appointment Committee will be established at each School/College to determine the nomination and selection process for the Mentor Appointments for Teaching Assistants.

A Campus Mentor Appointment and Merit Award Committee will be established. Each School/College will appoint one (1) representative to the Campus Committee. The Union may appoint three (3) representatives to this Committee. This Committee shall have the following responsibilities:

a. Provide recommendations to the Chancellor for the allocation of Mentor Appointments and Merit Awards.
b. Provide administrative guidelines for the nomination and selection processes for Mentor Appointments.

c. Develop recommendations for the selection process of Merit Awards.

The nomination and selection processes developed will assure the opportunities for Teaching Assistants and Program/Project Assistants to nominate their peers, and these nominations will be considered.

Teaching Assistants who are selected to receive the Mentor Appointments may subsequently be given opportunities to provide input and assistance during the orientation, training and evaluation processes for their peers, as well as make recommendations for the improvement of undergraduate education. Specific opportunities in these areas will be established by the School/College Mentor Appointment Committees.

All Mentor Appointments and Merit Awards will be at the sole discretion of the Employer and are not subject to the grievance procedure under Article IV of this Agreement.
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 Employer and the Union agree that all employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual 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:

(1) Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;

(2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals or;

(3) 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.

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:

(1) 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

(2) 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. The provisions of Section 2 will not be subject to the grievance procedure in Article IV of this Agreement.

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. The Grievance procedure in Article IV shall not be used to resolve any matters under this Article.

However, a bargaining unit employee may choose any person, including a Union Representative, to advocate on his/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 Industry, Labor and Human Relations.
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 Industry, Labor and Human Relations. 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 Industry, Labor and Human Relations.

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 hours or more in a day on an average of twice per week at least nine 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 Industry, Labor and Human Relations 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 Industry, Labor and Human Relations 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 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.
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 of the 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 and this Section.

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 includes the cost of all applicable taxes.
Effective July 1, 1991, $47.00 per night.

Effective July 1, 1992, $49.00 per night.

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

<table>
<thead>
<tr>
<th>In-state</th>
<th>Out-of-State High-Cost-Cities Per Out of State Lodging Reimbursement Bulletin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td></td>
<td>$5.90</td>
</tr>
</tbody>
</table>

Effective July 1, 1992

<table>
<thead>
<tr>
<th></th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$6.40</td>
<td>$6.85</td>
<td>$14.50</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$7.80</td>
<td>$8.15</td>
<td>$17.35</td>
</tr>
</tbody>
</table>

All of the above amounts include tax and tip.

When an employee is entitled to reimbursement for two 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 24.026.0 cents 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 $.01 (one cent) 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 employe who is authorized to use a privately owned motorcycle on state business. The rate for reimbursement shall be 14.4 cents per mile, subject to the following conditions:

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

2. 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 employes are traveling to the same destination.

3. 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 employes upon request when estimated monthly expenses exceed $50. Such advances shall not exceed 80% of the estimated expense.
ARTICLE X

Wages

Section 1. Wage Adjustments - For a listing of wage rates after all negotiated adjustments See APPENDIX - Wage Schedule

Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide employees covered by this Agreement the following general wage adjustments:

A. First Fiscal Year (1989-90, 1991-92)

The Employer shall, effective July 1, 1991, the first day of the pay period following the effective date of the Agreement, increase the then current base pay rate of each Teaching Assistants by three and three quarters percent (3.75%) one percent (1.0%) (except that the effective date for summer employees on an S pay basis shall be after the summer employment period), and of each Program and Project Assistants by three and three quarters percent (3.75%) one percent (1.0%).

B. Second Fiscal Year (1990-91, 1992-93)

1. Effective July 1, 1990, the minimum base pay rate for annual Program and Project Assistants shall be $24,330.

The Employer shall, effective July 1, 1992, at the start of the 1990-91 academic year, increase the then current base pay rate of each Teaching Assistants by four and one quarter percent (4.25%) two and three quarters percent (2.75%), (except that the effective date for summer employees on an S pay basis shall be after the summer employment period), and of Program and Project Assistants by two and three quarters percent (2.75%).

Section 2. Retroactive 1989-90 Wage Payment

A. Teaching Assistants shall receive a lump sum retroactive wage payment in an amount equal to three and three quarters percent (3.75%) of the employee's earnings as a Teaching Assistant from the first day of the first pay period of the Spring 1990 semester to the implementation of the pay increase specified in Section 1, A of this Article. Teaching Assistants on the combined September, 1989 payroll shall also receive a lump sum payment of $337 for each Teaching Assistant, per full time equivalent prorated by the Teaching Assistant appointment level as shown on that payroll.

B. Program/Project Assistants shall receive a lump sum retroactive wage payment in an amount equal to three and three quarters percent (3.75%) of the employee's earnings as a Program/Project Assistant from January 1, 1990, or the first day of the first pay period of the Spring 1990 Semester, whichever pay basis is appropriate, to the implementation of the pay
Section 32. Experience/Training Levels

A. Experience is defined in semester-units of teaching experience as a teaching assistant 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 sexual harassment and affirmative action 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 in a capacity defined in A above.

C. Effective with the start of the 1990-91 academic year, trained rates shall be established for Teaching, Program and Project Assistants who have completed the Employer-provided sexual harassment and affirmative action training under Article VI, Section 1. The trained rates shall be as set forth in Appendix - Wage Schedule.

D. There are four classifications of Teaching Assistants based on experience and training:

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 sexual harassment and affirmative action training under Article VI, Section 1.

3. An "inexperienced" Teaching Assistant as defined in 1. above, who has completed the Employer-provided sexual harassment and affirmative action training.
4. An "experienced" Teaching Assistant as identified in 2. above, who has completed the Employer-provided sexual harassment and affirmative action training.

E. Changes of the stipend rate from the "inexperienced" to the "experienced" shall be effective at the beginning of the semester or summer following a change in eligibility.

F. There are two classifications of Program/Project Assistants:

1. A Program or Project Assistant who has not completed the Employer-provided sexual harassment and affirmative action training (untrained rate).

2. A "trained" Program or Project Assistant who has completed the Employer-provided sexual harassment and affirmative action training (trained rate).

G. Academic basis employees who voluntarily complete the Employer provided training shall be paid at the trained rate effective at the start of the semester following completion of the training.

HG. Annual basis employees who voluntarily complete the Employer-provided training shall be paid at the trained rate effective on January 1 or July 1, whichever date comes first after the completion of the training.

Section 3. Mentor Appointments and Merit Awards

All Mentor Appointments for Teaching Assistants and Merit Awards for Program/Project Assistants will be in the amount of $500. Teaching Assistants who receive these Mentor Appointments shall receive one (1), two hundred and fifty dollar ($250) payment during the fall semester and one (1) two hundred and fifty dollar ($250) payment during the spring semester in the second year of this Agreement. In the case of Merit Awards, a one-time lump sum of $500 will be issued to those Program/Project Assistants selected during the second year of this Agreement. All Mentor Appointments and Merit Awards will be considered gross wages for the purpose of payroll deductions. The number of Mentor Appointments and Merit Awards will be seventy-six (76) Mentor Appointments and eleven (11) Merit Awards determined by funds generated at the rate of .25% of general program revenue.
ARTICLE XI

Benefits

Section 1. Health Insurance

The Employer agrees to continue in effect the health insurance plan established under Section 40.52(3), Wisconsin Statutes for eligible employees. The Employer agrees to continue the present administration of the Health Insurance Plan. The Employer agrees to pay 80% of the gross premium for the single or family standard health insurance plan or 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, Wisconsin Statutes.

Section 3. Tuition and Fees Deduction

An employee shall have the option at the beginning of the 1991 fall semester of paying that semester's tuition and fees through payroll deductions in equal amounts from the November 1, December 1, and January 1 paychecks of that semester's payroll. At the beginning of the 1992 spring semester an employee shall have the option of paying that semester's tuition and fees through payroll deductions in equal amounts from the March 1, April 1, and May 1, and June 1 paychecks of that semester's payroll.

Beginning with the 1992 fall semester, employees shall have the option of paying that semester's tuition and fees through payroll deductions in equal amounts from the October 1, November 1, December 1, and January 1 paychecks of that semester's payroll.

Section 4. 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 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 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 employe 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

Employes using sick leave under this section are not required to find substitutes for that time. The employe 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 employe for assistance in identifying a substitute.

Section 5. Leave of Absence without Pay

A. Leave of Absence Without Pay

Except as provided in B, upon written request to his/her immediate supervisor, an employe 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 employe's unexpired term of appointment.

B. Parental Leaves Without Pay

An employe shall be granted leave without pay following childbirth or adoption as follows. An employe 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 employe 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 employe'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 employe a six week period following childbirth or adoption during which the employe does not have work responsibilities. The employe 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 employe 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, Section 103.10, Wisconsin Statutes, where applicable to employes 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 6. Vacation

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

Section 7. Jury Duty

An employee who is absent from assigned duties because of selection for jury duty and who has not been excused by the court 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 8. Appearance as Witness in Legal Action

Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off without loss of pay to comply with the subpoena if 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 9. State Legal Holidays

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

Section 10. Employe Funded Reimbursement Account

The Employer agrees to offer bargaining unit employes the opportunity to participate in the Employe-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 mutual 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 employes (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 employes 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) Cancelling the civil service status of any employe engaging therein;

(3) Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employe(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 employes to return to work, provide the Employer with a copy of such order by certified mail within 24 hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employes 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 employes, or in the event of a dispute arising as to whether or not the Employer has locked out employes 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 JUNE 1, 1990July 1, 1991, and terminating on June 30, 1993, 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 cancelled 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 1, 1993. The Employer will respond in writing to the Union by March 1, 1993. Negotiation of the successor Agreement will begin no later than March 8, 1993. The parties will meet to discuss ground rules by February 1, 1993.

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 an amount of money not to exceed $50,000 in the 1989-91 1991-93 biennium for child care for the TAs and PAs. 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 Dean of Students Office.

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 employe forewarning or foreknowledge of the possible or probable consequences of the employe'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 employe?

INVESTIGATION: Did the Employer, before administering the discipline to an employe, make an effort to discover whether the employe 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 employe was guilty as charged?

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

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

(Enterprise Wire Company 46 LA 359, 1966)
NEGOTIATING NOTE #6

(State Employment Labor Relations Act - Unfair Labor Practices)

Wis. Stats., 111.84 (1), (2)

111.84 Unfair labor practices (1) It is an unfair labor practice for an employer individually or in concert with others:

(a) To interfere with, restrain or coerce state employees in the exercise of their rights guaranteed in s. 111.82.

(b) Except as otherwise provided in this paragraph, to initiate, create, dominate or interfere with the formation or administration of any labor or employee organization or contribute financial support to it. Except as provided in ss. 40.02(22)(e) and 40.23 (1)(f) 4, no change in any law affecting the Wisconsin retirement system under ch. 40 and no action by the employer that is authorized by such a law constitutes a violation of this paragraph unless an applicable collective bargaining agreement specifically prohibits the change or action. No such change or action affects the continuing duty to bargain collectively regarding the Wisconsin retirement system under ch. 40 to the extent required by s. 111.91. It is not an unfair labor practice for the employer to reimburse state employees at their prevailing wage rate for the time spent during the employee's regularly scheduled hours conferring with the employer's officers or agents and for attendance at commission or court hearings necessary for the administration of this subchapter. Professional supervisory or craft personnel may maintain membership in professional or craft organizations; however, as members of such organizations they shall be prohibited from those activities related to collective bargaining in which the organizations may engage.

(c) To encourage or discourage membership in any labor organization by discrimination in regard to hiring, tenure or other terms or conditions of employment. This paragraph does not apply to fair-share or maintenance of membership agreements.

(d) To refuse to bargain collectively on matters set forth in s. 111.91 with a representative of a majority of its employees in an appropriate collective bargaining unit. Where the employer has a good faith doubt as to whether a labor organization claiming the support of a majority of its employees in appropriate collective bargaining unit does in fact have that support, it may file with the commission a petition requesting an election as to that claim. It is not deemed to have refused to bargain until an election has been held and the results thereof certified to it by the commission. A violation of this paragraph includes, but is not limited to, the refusal to execute a collective bargaining agreement previously orally agreed upon.

(e) To violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours and conditions of
employment affecting state employees, including an agreement to arbitrate or to accept the terms of an arbitration award, where previously the parties have agreed to accept such award as final and binding upon them.

(f) To deduct labor organization dues from an employe's earnings, unless the employer has been presented with an individual order therefor, signed by the employe personally, and terminable by at least the end of any year of its life or earlier by the employe giving at least 30 but not more than 120 days' written notice of such termination to the employer and to the representative labor organization, except if there is a fair-share or maintenance of membership agreement in effect. The employer shall give notice to the labor organization of receipt of such notice of termination.

(2) It is unfair practice for an employe individually or in concert with others:

(a) To coerce or intimidate an employe in the enjoyment of his legal rights, including those guaranteed under s. 111.82.

(b) To coerce, intimidate or induce any officer or agent of the employer to interfere with any of its employes in the enjoyment of their legal rights including those guaranteed under s. 111.82 or to engage in any practice with regard to its employes which would constitute an unfair labor practice if undertaken by him on his own initiative.

(c) To refuse to bargain collectively on matters set forth in s. 111.91(1) with the duly authorized officer or agent of the employer which is the recognized or certified exclusive collective bargaining representative of employees specified in s. 111.81(7)(a) in an appropriate collective bargaining unit or with the certified exclusive collective bargaining representative of employees specified in s. 111.81(7)(b) or (c) in an appropriate collective bargaining unit. Such refusal to bargain shall include, but not be limited to, the refusal to execute a collective bargaining agreement previously orally agreed upon.

(d) To violate the provisions of any written agreement with respect to terms and conditions of employment affecting employes, including an agreement to arbitrate or to accept the terms of an arbitration award, where previously the parties have agreed to accept such awards as final and binding upon them.
NEGOTIATING NOTE #7

(Tuition/Fee Remission)

It is recognized by the parties that Tuition/Fee Remission is not identified as a prohibited subject of bargaining as listed by sec. 111.91 Wis. Stats. The University supports the concept of Tuition/Fee Remission where funding is available, and will review this matter as an agenda item of the Standing Committee on Graduate Assistants.
APPENDIX - Wage Schedule

TEACHING ASSISTANTS

(Academic Year Stipend)

Effective July 1, 1991*

Inexperienced                    Experienced
$24,048                          $25,236

Effective July 1, 1992*

Inexperienced                    Experienced
$24,709                          $25,930

PROGRAM/PROJECT ASSISTANTS (MINIMUM)

(Annual Stipend)

Effective July 1, 1991

Untrained                   Trained                       Hourly Grader/Reader**
$24,938                      $25,187                      $7.80

Effective July 1, 1992

Untrained                   Trained                       Hourly Grader/Reader**
$25,624                      $25,880                      $8.00

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

**All other hourly employees shall be paid at the regular prorated rate.
BARGAINING TEAMS

MANAGEMENT BARGAINING TEAM

Jon Litscher, Secretary
Department of Employment Relations

Joseph Pellitteri, Acting Administrator
Division of Collective Bargaining

Stephen B. Sargeant, Chief Spokesperson
Division of Collective Bargaining

Michael F. Rothstein
Contract Administrator
University of Wisconsin-Madison

Judith S. Craig
University of Wisconsin-Madison

John Harriman
University of Wisconsin-Madison

Kris Rasmussen
University of Wisconsin-Madison

Tom Moran
UW-System Administration

Donna Lewis
University of Wisconsin-Madison

Jeanne Hendricks
University of Wisconsin-Madison

Judith Croxdale
University of Wisconsin-Madison

Chris Kleinhenz
University of Wisconsin-Madison

Peter Eisinger
University of Wisconsin-Madison

Charles Read
University of Wisconsin-Madison

Marv Ebel
University of Wisconsin-Madison

Al Spears
University of Wisconsin-Madison

Tony Milanowski
Department of Employment Relations

Cornell Johnson
Department of Employment Relations

UNION BARGAINING TEAM

James Ladwig
Chief Negotiator
School of Education
University of Wisconsin-Madison

Adam Perlmutter
School of Law
University of Wisconsin-Madison

Ben Jacobson
Department of Anthropology
University of Wisconsin-Madison

Susan Pastor
Department of Sociology
University of Wisconsin-Madison

Robert Nole (Alternate)
Department of Chemistry
University of Wisconsin-Madison

James Eisner
Department of Economics
University of Wisconsin-Madison

Laura Zeman
School of Law
University of Wisconsin-Madison

Chris Dowling
School of Education
University of Wisconsin-Madison

Bill Sarvay
School of Law
University of Wisconsin-Madison

David Lachman
Department of Sociology
University of Wisconsin-Madison

Ralph Sawning
Wisconsin Federation of Teachers
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