

Draft Final GAPP Policies and Procedures

April 6, 2018

Key

Yellow denotes language that the workgroup may not yet be in agreement on draft language, or may have differing language suggestions which have not yet been resolved.

Green denotes language that may be impacted by a subsequent revision of the grievance procedure.

DEFINITIONS

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

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

“Employee” - A graduate student registered at the University, who is currently appointed as a teaching assistant, project assistant (including reader/grader), research assistant, or lecturer (student assistant).

“University” - The University of Wisconsin-Madison and University of Wisconsin- Extension.

“Department” - Any administrative unit which directly employs teaching and/or 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.

“Project Assistant (PA)” This title designates graduate students enrolled in UW-Madison who are employed to assist with research, training, administrative responsibilities or other academic programs or projects under the supervision of a member or members of the faculty or academic staff, as defined in s. 36.05(1) or (8), Wis. Stats. Work performed is primarily for the benefit of the University. This title does not include a graduate student who does work which is primarily for the benefit of the student’s own learning and research which is independent or self-directed.

“Teaching Assistant (TA) – Teaching Assistant -Senior” This title is appropriate for graduate students enrolled at UW-Madison who have been assigned teaching or curriculum development responsibilities in an instructional department under the supervision of an academic staff or faculty member as defined in s 36.05(8), Wis. Stats who has instructional responsibilities for the course. The teaching assistant title

should not be used for a graduate student who is responsible for teaching a course in lieu of a faculty member, and should not be used as a substitute for the lecturer (SA) title

“Research Assistant” A research assistant is a UW-Madison graduate student working towards a Master's or Ph.D. degree. An appointment as a research assistant is appropriate if the activity performed by the research assistant is primarily for the benefit of the individual's course of study and research and directly applicable to the individual's thesis or dissertation. Tasks which are irrelevant or unnecessary to the appointee's academic program or repetitive beyond that which is necessary to achieve excellence in the activity are not appropriate for an individual appointed as a research assistant. The appointee is required to register for a full load of graduate courses and research. A research assistant is to be supported from the federal research funds only if it can be documented that the activities of the research assistant constitute necessary work towards the objectives of the sponsored research project which provides the funding. Research assistants are defined as employees by s. 111.81(7)(gm) Wisc. Stats.

“Lecturer (SA)” Provides formal classroom or laboratory instruction in an academic discipline under the general supervision of a faculty member as defined in s 36.05(8), Wis. Stats, where such faculty member does not have instructional responsibilities for the course. Effective delivery of instructional material, testing and grading are the primary duties of a Lecturer. This title can only be used for university students enrolled in UW-Madison graduate school or in professional programs. Use of graduate students as lecturers may require written approval by the Dean's office. The lecturer title should not be used for a graduate student who is handling sections of a course taught by a faculty member and should not be used as a substitute for the teaching assistant title.

““Project Assistant-Grader/Reader” This title designates graduate students enrolled at UW-Madison who are employed to assist with grading at the UW-Madison. These positions are paid a fixed hourly rate.

“Graduate Assistant” includes Teaching Assistant (TA), Research Assistant, Lecturer, Project Assistant, (including Grader/Reader) titles.

“Employee Organization”

Option 1: Omit “Employee Organization.”

Option 2: Include the following language:

“Employee Organization” An Employee Organization means any group whose membership primarily consists of UW-Madison Graduate Assistants and which seeks to represent the interests of its members in their role as employees of the University. Membership in Employee Organizations are a right of grad assistant employees in accordance with Wisconsin State Statute 111.82. State Statute thus ensures graduate employees have the right to self organization for mutual aid or protection and the right to engage in concerted activity. Employee organizations may not receive university funding other than allocated student segregated fees, in accordance with s. 111.84(1)(b) Wis. Stats.

Material from Article I - omitted

[From Article II]

Removed: Dues Deduction; Maintenance of Membership; PAC Deduction; Remittance; Error Correction; Indemnification; University Mail; List of Union Officers; Union-Management Meetings; Union Business; Union Visitations; Union Orientation; Printing and Distribution of Contract

GA Category Assignment

Option 1: Omit "GA Category Assignment."

Option 2: Include the following language:

GAs will be assigned to one of the categories described above. Should a dispute arise as to whether an employee(s) is assigned to the correct GA category, the affected employee(s) or an employee organization representing them shall bring the discrepancy to the attention of the Graduate School, which shall respond within 10 days. If the Graduate School's response is not to the employee's satisfaction, the employee or employee organization may notify Human Resources, which will schedule a meeting within 30 days of the notification to attempt to reach a resolution. If no resolution is reached, the employee may request another meeting with Human Resources and a neutral arbitrator assigned by the Wisconsin Employee Relations Council, which will be scheduled at the arbitrator's earliest convenience. The arbitrator's decision on the matter shall be considered final.

Personnel Lists

Option 1:

Graduate assistants may make Public Records Requests for personnel and public directory information.

To view the Public Records Law (Wisconsin state statute 19.31-39), see

<https://docs.legis.wisconsin.gov/statutes/statutes/19/11/31>.

To make a Public Records Request send an email through the UW-Madison Public Records service mailbox: public_records@wisc.edu

To view additional information about the Public Records Law see:

<https://compliance.wisc.edu/> and click on the Public Records link. Fees are covered in the FAQs.

The Wisconsin Public Records Law allows the university to charge a requester the actual, necessary, and direct cost to locate responsive records. Wis. Stat. § 19.35(3)(c). In addition, the university may require prepayment of any fees if the total amount exceeds \$5.00. Wis. Stat. § 19.35(3)(f).

As required by the public records law, the university responds to records requests as soon as is practicable and without delay.

To view an example of a Public Records Request for GA personnel information, see (include link to an example request such as the one below).

To request public directory information, see (include link when automated system becomes available).

Option 2:

Graduate assistants may make Open Records Requests for personnel and public directory information.

To view Open Records Law (Wisconsin state statute 19.31-39), see <https://docs.legis.wisconsin.gov/statutes/statutes/19/11/31>.

To make an Open Records Request and to view the university's policy on charges and timeframe for filling these requests, see (include link, could not find policy referenced by Lisa Hull). Open Records Law allows for the university to charge for the actual, necessary, and direct cost of locating public records should that cost exceed \$50, and it is the university's policy to always charge the full amount of the actual, necessary, and direct cost of location should that exceed \$50. It is also the policy of the university to respond to Open Records Requests in the order in which they are received.

To view an example of an Open Records Request for GA personnel information, see (include link to an example request such as the one below).

To request public directory information, see (include link when automated system becomes available).

Bulletin Boards

Option 1: Omit "Bulletin Boards."

Option 2: Include the following language:

Each academic department and program on campus will reserve at least one bulletin board for posting by an Employee Organization. University staff shall not be responsible for removing material not posted by Employee Organizations, but shall not prevent GAs or Employee Organizations from removing such non-conforming material.

All-Campus Email

Option 1: Omit "All Campus Email."

Option 2: Include the following language:

An Employee Organization may send up to two emails to all GAs per semester at no cost. The Graduate School will provide a timely process for requesting and delivering such emails.

Use of Facilities, Equipment and Services

Option 1: Omit "Use of Facilities, Equipment and Services."

Option 2: Include the following language:

Employee Organizations may reserve rooms and equipment through the same processes available to Registered Student Organizations (RSOs) and through arrangements with individual departments. Employee Organizations are not required to register as RSOs to make use of campus facilities and equipment.

Employee Organization Contacts

Option 1: Omit "Employee Organization Contacts."

Option 2: Include the following language:

Campus administrative staff may request a list of names and contact information of officers or official contacts of any Employee Organization, and may make the organization's use of facilities, equipment, or services contingent upon supplying this information for one or more organizational contacts.

Meetings, Administration and Employee Organizations

Option 1: Omit "Meetings, Administration and Employee Organizations."

Option 2: Include the following language:

An Employee Organization may request informal meetings with representatives of the Graduate School, Human Resources, Vice Chancellor for Finance and Administration, and other offices of campus administration on a one-time or regularly recurring basis. Likewise, an administrative staff member or unit may request a meeting or regular series of meetings with representatives of an Employee Organization. All parties will work together to schedule the requested meeting(s) within 14 days of their proposal by any party, unless this timeline is mutually extended. Parties to the meeting will make a good faith effort to agree upon the list of attendees and the agenda for any such meeting at least 7 days in advance of the meeting.

Meetings between department chairpersons/directors and representatives of an Employee Organization may be scheduled by mutual agreement to discuss departmental issues. These meetings will not be considered part of the grievance procedure detailed in Section _____.

New GA Orientation

Option 1: Omit “New GA Orientation.” See Orientation, Training and Evaluation for information regarding new employee onboarding.

Option 2: Include the following language:

During the orientation period for a new Graduate Assistant or Assistants, or any time a graduate student is appointed as a GA for the first time, the department or unit conducting the orientation or appointment will distribute to each Graduate Assistant any informational material furnished by an Employee Organization. Such material may include, but is not limited to, information about the Employee Organization and its activities, information about how to join the Employee Organization (including a membership form), contact information, and information about meetings and events. It may not include insulting or disparaging statements about individuals, the department/program, or the university. Upon request of an Employee Organization, departments that schedule an orientation program for new employees shall provide the schedule to the organization in a timely manner. Departments and programs that schedule such orientations shall include at least fifteen (15) minutes for Employee Organizations to present. If an Employee Organization chooses to request a room under the department’s control for the purpose of holding an orientation meeting, the department shall schedule the room for that purpose if available.

No Interference

Option 1: Omit “No Interference.”

Option 2: Include the following language:

The University affirms the rights of graduate employees as specified by Wisconsin state statute 111.04, including the rights of graduate employees “to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection.” To view Wisconsin state statute 111.04, see <http://docs.legis.wisconsin.gov/statutes/statutes/111/1/04>.

Ongoing Policy Review [Replacing ‘Union Management Meetings,’ Article II, Section 8]

Option 1: Omit “Ongoing Policy Review.”

Option 2: Include the following language:

A formal Graduate Assistant Policy and Procedures Review Committee will be established to continually solicit feedback from stakeholders, review policy and procedures and any data relevant to evaluating said policy and procedures, and draft language for improvements to current GA policies and procedures. The committee will be established with GA representation being no less than 2/5 of committee membership.

The committee will use a consensus process – a participatory model of decision making that reflects multiple perspectives and that could result in a unanimous decision (100% agreement), agreement by a supermajority (2/3 or more agree), or agreement by a simple majority (more than half agree). To assure a respectful majority, the team will commit to explore and record concerns that are raised, and to document the degree of agreement for decisions reached through roll call vote.

In the spirit of shared governance and collaboration, the Employer will refrain from modifying existing policies affecting GAs without oversight and input from this committee.

This ongoing committee will agree to meet regularly, no less than once a semester, but may decide to meet more frequently when needed.

Shared Governance [Replacing 'Union Business,' Article II, Section 9]

Option 1: Omit "Shared Governance."

Option 2: Include the following language:

The University will uphold its commitment to shared governance in decision-making processes on campus. Accordingly, GAs may engage in shared governance processes during work hours without loss of pay, and may participate in departmental orientations to inform new graduate students of the range of governance opportunities across campus.

[Article IV Grievance Procedure – referred to Subcommittee]

[Article V]

Appointments

Term of Appointment

An appointment of a Graduate Assistant shall be for a specific period up to one year. The University is not precluded from making financial support guarantees to graduate students for a period longer than one year, and such guarantees may include a teaching, research, or project assistantship.

Employment Criteria

Departments that employ Graduate Assistants shall establish criteria for use in making appointments to these titles. 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 established departmental criteria will be available on request to employees. Departments are strongly encouraged to also make this information available on department websites.

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. Letters of appointment shall be delivered to the employee before the start of employment.

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.

Probationary Period

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

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

- B. If an employee's performance is deemed unsatisfactory during her or his probation the Employer may extend the employee's probation to no more than double the original length of the probationary period. If a probation is extended, the employee must be notified in the same manner as probationary termination.
- C. In the case of an employee whose performance is deemed unsatisfactory during her or his probation, the Employer may establish a remedial program. This program may be carried out during the original or extended probationary period, or during a period of non-appointment prior to a renewed appointment. Participation in a remedial program shall not be considered part of work duties under Section 8 of this Article.

Appointment Percentage

During a semester in an academic year, graduate students who hold appointments as Graduate Assistants shall have appointments at a level totaling at least one-third time (33.3%), except as provided in paragraphs B. and C.

Total appointments for employees may be less than one-third time with the agreement of the employee. Such appointments will require approval by the Department and Dean/Director.

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.

Employment Information

The University will make information about openings and application procedures for Graduate Assistantships available to ensure that all interested graduate students are given an opportunity to apply. Interested graduate students may follow up their interests at the department level.

Departments employing or anticipating the employment of Graduate Assistants will maintain posted information as follows:

Information about procedures for applying for Teaching and Project Assistantships including the name or location of an office where inquiries or applications may be made.

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.

Information about other Graduate Assistantships that may become available.

Employment information will be posted electronically in a location designated by the department and easily accessible to graduate students. The University will maintain a web site on which open positions shall be posted. Open positions do not include: positions reserved for guarantees of support and/or recruiting offers; reappointments (continuing positions); and positions that must be filled within seven (7) days for emergency purposes.

Teaching Assistant Course Assignments

Teaching Assistants may request assignment to particular courses, and when in the department's judgment the Teaching Assistant is qualified to teach the course, the course supervisor is agreeable to the assignment, and the department can staff its courses in a manner which it deems satisfactory, the Teaching Assistant's request shall be granted.

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

Duties

In assigning duties to Graduate Assistants:

The department and supervising staff member shall establish the required duties of the employee and the supervising staff member shall discuss these duties with the employee at the beginning of the appointment period.

It is understood that Graduate Assistants are engaged in professional activities of such a nature that the output produced or the result accomplished cannot be precisely measured in relation to a given period of time. In determining the amount of time expected for an employee assignment, consideration shall be given to such factors as type of instruction, number of students instructed, and all other factors, including those specific to the course or group of courses to which instructional duty expectations apply. Fluctuations above and below the hours reflected in the appointment level are expected, corresponding to individual distinctions such as experience. Recognizing that graduate assistants are embarked on a program of career and professional development, employees are encouraged to discuss duties with the supervising staff member, at the outset of the appointment and as questions may arise during the appointment.

In the case of Teaching Assistants, each department shall provide the employee and their supervisor with an appointment worksheet with the appointment letter at least three (3) days before signed workload sheets are to be returned by the employee, prior to each term of appointment (Fall, Spring and Summer). Copies of these estimates shall be provided to course supervisors.

In addition, the employee and their supervisor will have an opportunity to review that worksheet at the commencement of the Teaching Assistant's employment and throughout the semester. The worksheet shall indicate the approximate distribution of hours to be spent on the various duties required by the appointment and shall include hours for -mandated training time and for any training required by the Employer and deemed necessary for the performance of the employee's duties. This shall not apply to coursework referenced in Article V, Section 8.F.

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

Departments are encouraged to establish workload committees consisting of faculty, staff and graduate students who are current or former graduate employees to review new and existing workloads for Graduate Assistants annually, identify persistent workload problems and recommend remedies to the department. If a workload committee does not exist, one may be established at the request of a majority of the Departmental Graduate Assistants.

The appointment level shall be based on the department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. Satisfactory performance of these duties shall not require an effort exceeding three hundred and sixty (360) hours per semester for a halftime (50%) academic year pay basis appointment; one thousand and forty (1040) hours per year for a halftime (50%) annual pay basis appointment; eight hundred and sixty-seven (867) hours per ten-month period for a halftime (50%) ten-month pay basis appointment; or a proportional number of hours for other durations or percentages of appointment.

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.

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

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

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

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

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

Work Surroundings

The Department will provide appropriate resources and an adequate work environment necessary for the performance of job responsibilities including access to an office or shared workspace in which to conduct their work. Examples include but are not limited to: access to a printer and copier, access to a computer or laptop, office/instructional supplies, software necessary for instructional tasks / job duties, a departmental mailbox, personal protective equipment, and access to equipment operation manuals, records of equipment safety inspection reports, appropriate lockout/tagout procedures, and hazardous chemical Safety Data Sheets (SDSs). If a Graduate Assistant believes that additional resources or facilities are needed to perform such duties, then they are encouraged to contact their immediate supervisor for the purpose of discussing such needs. Departments are encouraged to consult with a representative group of Graduate Assistants to determine what resources may be necessary for the performance of job responsibilities. If the matter is not resolved to the satisfaction of the Graduate Assistant, then they may bring their concerns directly to the department chair/director. The University will make a good faith effort to provide resources and facilities commensurate with job expectations. Departments will not require Graduate Assistants to pay for resources that the Department has determined are essential for instruction, research or other assigned work.

Subject of Grievance procedure.

The University of Wisconsin, Madison is committed to creating an accessible and inclusive campus experience for all members of the campus community.

Graduate Assistants seeking information regarding accommodations in their workplace should contact the ADA Coordinator:

[ADA Coordinator](#)

Graduate Assistants seeking information regarding accommodations in their studies should contact McBurney Disability Resources Center:

[McBurney Disability Resources Center](#)

[Article VI]

Orientation and Training

The University is responsible for orientation, training, and evaluation of employees. The University recognizes that the professional nature of Graduate Assistants means that these employees have effective contributions to make to their own working performance and environment and that of their colleagues. The parties encourage all schools and colleges that employ Graduate Assistants to hold training sessions before the fall semester.

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

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

The University orients and trains employees regarding appropriate safety and security precautions in a timely manner.

The University conducts training workshops for employees that will address diversity issues deemed by the University to be relevant to the activities of these employees within their employment with the University. These workshops will be developed in consultation with the campus Office of Equity and Diversity, Graduate Assistants, and other appropriate offices. These workshops shall not count toward the eight (8) hours of training described above.

Performance Evaluation

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

Teaching Assistant evaluations may include input from the following sources, but should not consist solely of student evaluations:

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

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

If student evaluations are part of the evaluation process, employees will be notified at least forty-eight hours prior to distribution of student evaluation forms. Student evaluations may be part of the evaluation process, but shall not be the sole method for evaluating Teaching Assistants.

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.

Performance of Teaching Assistants and Lecturer-SAs will be reviewed at least once during the term of the appointment. Other Graduate 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 will be given to the employee who will have the right to make a written response to be placed in his or her personnel file. Departments are encouraged to provide supervision and evaluation throughout the appointment period.

[Article VII]

Discrimination, Discriminatory Harassment and Retaliation

The University of Wisconsin-Madison is committed to providing equal opportunity and equal access and to complying with all applicable federal and state laws and regulations and University of Wisconsin System and university non-discrimination policies and procedures, including Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin, Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability, and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

The University strives to provide a workplace and educational environment free from harassment. Towards that goal, departments shall take affirmative steps to create and maintain workplaces free from harassment. Click on the following link for policies that provide more detailed information about protected classes, as well as discriminatory harassment and what to do if you are experiencing harassment.

<https://compliance.wisc.edu/eo-complaint/>

<https://compliance.wisc.edu/eo-complaint/discrimination-harrassment-retaliation/> (fixed link)

[Article VIII]

Health and Safety

UW-Madison strives to provide a safe and healthy educational environment for faculty, staff, students, visitors, and persons utilizing UW programs and UW facilities. There are a variety of factors that impact the safety and health of employees, and include but are not limited to: mental health, emotional health, physical health, laboratory safety, and campus safety.

Click on the following links for policies that provide more detailed information regarding workplace safety for all UW-Madison Graduate Assistants:

Environment, Health and Safety:

All laboratories and experiments in laboratories that involve bloodborne pathogens, proper chemical hygiene procedures (e.g. handling hydrofluoric (HF) acid), pesticides, hazmat shipping, and DEA controlled substances should follow procedures outlined in the policies of the Office of Environment, Health, and Safety linked below.

Additionally, Graduate Assistants will have ready access to information conveying campus safety.

<https://ehs.wisc.edu/>

Environmental and Occupational Health:

Graduate Assistants will have access to work environments that supports their health and wellbeing. The Office of Environmental and Occupational Health details policies on how graduate assistants should have free, easy, and constant access to: safe air quality, reasonable food and lodging accommodations in the case of travel for purposes of an appointment, regular outside assessment of potential workplace hazards, information on procedures for animal contact, and ergonomic equipment for use during the course of an appointment.

<https://www.uhs.wisc.edu/eoh>

Lactation Rooms

The University will provide reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk. The University will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

<https://ocfr.wisc.edu/parent-resources/lactation-rooms/>

https://www.dol.gov/whd/nursingmothers/Sec7rFLSA_btnm.htm

[Article IX]

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 their official personnel file. An employee may bring a personal representative to review this file. 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 their position on the material placed in their 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 their employment as a Graduate Assistant unless a copy is provided or made accessible to the employee.

The University 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.

Travel and Lodging

This is governed by Business Services, Accounting Services. Policy will direct GA's to these resources and associated policies.

<http://www.bussvc.wisc.edu/acct/travel/tabtriplanning.html>

[Article X]

Wages

Graduate Assistant wages are jointly determined by the VCFA and Dean of the Graduate School and are not governed by these policies.

Minimum Stipend Levels for Graduate Assistants:

<https://grad.wisc.edu/studentfunding/rates/>

[Article XI]

Benefits

Health Insurance Benefits

The University provides State Group health insurance for eligible employees, in the same manner as for faculty and other staff.

Health insurance rates and information are found:

<https://www.ohr.wisc.edu/benefits/new-emp/grad.aspx>

Medical Evacuation & Repatriation Insurance and Student Health Insurance Program (SHIP)

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

The university does not to require any employee to participate in the Student Health Insurance program (SHIP) while that employee is the primary subscriber under a plan provided under s.40.52(3), Wis. Stats.

Fees Deduction

At the beginning of the fall and spring semesters, each employee shall have the option of paying in three (3) (or more, at the Employer's discretion) approximately equal installments any net tuition and/or fee assessment if the amount is greater than his/her segregated fee assessment for the semester. The first installment shall be due no earlier than the first pay date of the semester. The final installment shall be due no earlier than twelve weeks after the start of classes for that semester.

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

Sick Leave Credit Bank

At the beginning of each appointment period Teaching Assistants and Project Assistant 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. Teaching Assistants and Project Assistants Employees appointed for an academic or calendar year will be credited with twelve (12) days in their sick leave bank;
2. Teaching Assistants and Project Assistants Employees appointed for one (1) semester will be credited with six (6) days in their sick leave bank;
3. Teaching Assistants and Project Assistants 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 half day. At the beginning of each appointment period, the number of sick leave days credited to the employee's sick leave credit bank under 1., 2., and 3., above, shall be supplemented to the following extent by unused sick leave carried over from the employee's immediate previous appointment:

- a. At the beginning of an appointment period any combination of sick leave carry over and newly accredited sick leave shall not exceed twelve (12) days.
- b. In the event that an individual has a break in appointments in the same department and title between one academic year and the next, or a break of less than two (2) weeks duration at other times during an academic year, sick leave carry over as outlined above shall be provided.

Sick Leave for Employees

Teaching Assistants, Lecturers (SA), and Project Assistants Employees may use days in their sick leave bank for reasons including but not limited to: personal (physical or mental) 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.

Teaching Assistants, Lecturers (SA), and Project Assistants 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.

Sick Leave for Care of Family Member

Teaching Assistants, Lecturers (SA), and Project Assistants Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family, or for other family emergencies, for a limited period of time to permit the employee to make other arrangements. Immediate family is defined as, and limited to: the spouse, the spouse equivalent residing in the household of the employee, parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee. Use of sick leave for the purposes of this Section is limited to five (5) work days for any one

illness or injury; however, the use of sick leave may be extended to cover unusual circumstances provided prior approval of the immediate supervisor is obtained.

Funeral Leave

Where death occurs in the employee's Teaching Assistants, Lecturers (SA), or Project Assistants immediate family (as defined 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.

Use of Sick Leave Credits

An employee's Teaching Assistants, Lecturers (SA), or Project Assistants 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 above, unless other acceptable arrangements are made including but not limited to:

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

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

Substitutes

Teaching Assistants, Lecturers (SA), and Project Assistants Employees using sick leave under this section are not required to find substitutes for that time. The Teaching Assistants, Lecturers (SA), and Project

Assistants 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 Teaching Assistants, Lecturers (SA), and Project Assistants employee for assistance in identifying a substitute.

Leave of Absence Without Pay

Upon written request to his/her immediate supervisor, Teaching Assistants, Lecturers (SA), and Project Assistants may be granted leave without pay at the sole discretion of the appointing Department and Dean/Director for any reason for a period of time not to exceed the employee's unexpired term of appointment.

Parental Leaves Without Pay

Teaching Assistants, Lecturers (SA), and Project Assistants shall be granted leave without pay following childbirth or adoption as follows. A requesting employee shall submit written notification of the duration of the leave to her/his immediate supervisor at least four (4) weeks prior to the anticipated date of birth or adoption.

Teaching Assistants, Lecturers (SA), and Project Assistants 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 Teaching Assistants, Lecturers (SA), and Project Assistant'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 Teaching Assistants, Lecturers (SA), and Project Assistants a six week period following childbirth or adoption during which the Teaching Assistant, Lecturer (SA), and Project Assistant does not have work responsibilities. The Teaching Assistant, Lecturer (SA), and Project Assistant may take any additional part of the next semester as leave without pay subject to the approval of the appointing Department and Dean/Director.

Teaching Assistants, Lecturers (SA), and Project Assistants 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.

Family Medical Leave

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

Return to Work

Teaching Assistants, Lecturers (SA), and Project Assistants 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 Teaching Assistants, Lecturers (SA), and Project Assistant's appointment.

Vacation

Teaching and Project Assistants appointed on a full-time, annual pay basis appointment shall earn paid vacation at a full-time rate of twenty-two and one-half (22 1/2) days per fiscal year. Project and Program Assistants appointed on a pay basis other than hourly or lump sum shall earn a proportional amount of paid vacation if their appointment exceeds thirty days. The scheduling of vacation is subject to the approval of the supervisor and must be taken during the period of the appointment. If an employee voluntarily terminates her/his employment prior to the original end date of the appointment and has used anticipated vacation time, the employee may be given the option of reimbursing the Employer by working up to the number of hours taken that were not yet earned. The hours shall be worked before the employee terminates his/her appointment. If the employee chooses not to work these hours or is involuntarily terminated for cause, an adjustment shall be made in the employee's final paycheck to reimburse the Employer for the time that was taken but not yet earned.

Jury Duty

A Graduate Assistant 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 impaneled 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.

Graduate Assistant shall notify his or her supervisor as soon as possible before an absence for jury duty. If a substitute is necessary, the Graduate Assistant 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.

Appearance as Witness in Legal Action

Where a Graduate Assistant 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.

State Legal Holidays

The Employer recognizes the importance of giving employees time off from work for state legal holidays, and therefore, Teaching Assistants and Program/Project Assistants generally are not expected to work on those holidays. Where the operational needs of the Employer require the employee to work on a State legal holiday, the employee shall be given equivalent compensatory time off during the appointment period. This compensatory time off shall be scheduled by the employee, with the prior approval of the Employer, consistent with the operational needs of the department.

There are 9 legal holidays under HR Policy 16.02:

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day

Religious Observances

The Employer recognizes the importance of giving Graduate Assistants time off for religious observances and recognizes that religious holidays do not always coincide with state legal holidays. Graduate Assistants who face a conflict between a work requirement and any anticipated religious observance should be given an alternative means of meeting the work requirement, provided that the Graduate Assistant notifies his/her supervisor in the first two weeks of the appointment period of the specific day or dates that will be needed for these observances. Where the appointment period includes two academic semesters, notice must be given within the first two (2) weeks of each semester. When the

religious observance falls within the first two (2) weeks of an appointment period (including summer sessions), the Graduate Assistant should give as much advance notice as possible to his/her supervisor. Supervisors may set reasonable limits on the total number of days granted for religious observances by any one (1) Graduate Assistant.

Employee Funded Reimbursement Account

The Employer agrees to offer bargaining unit graduate assistants the opportunity to participate in the Employee-funded Health Reimbursement Account program as administered under provisions of Chapter 40. Wis. Stats.

Material from Articles XII and XIII were omitted.