

TAA ISSUE PLATFORM FOR GRADUATE ASSISTANT POLICIES & PROCEDURES (GAPP)

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PREAMBLE

Given the precipitous decline of public funding to public universities, the meteoric increase of tuition and student debt, the extension of private money and influence into research and teaching, the rapid growth of contingent faculty labor, and the bloating of administrative costs – we, the graduate students of UW-Madison’s Teaching Assistants’ Association (TAA), diagnose higher education to be in a state of crisis. This crisis weighs heaviest upon the workers and students of the university.

As both students and workers, graduate student employees are increasingly relied upon to do the “heavy lifting” of academic labor in the university. Academic workers’ unions, such as the TAA, are an increasingly important line of defense against these growing pressures. What’s more, as a democratic body comprised of graduate employees *for* graduate employees, we are strategically positioned to point the way out of the crisis. Indeed, organizations like the TAA are perhaps uniquely situated within the university community to speak with clarity and honesty about the multitude of crises that now endanger higher education. We are obliged to communicate our knowledge of the corrosion of higher education, clarify the nature of the multiple attacks on teaching and learning, and identify the allies and adversaries of academic freedom. Most of all, we have a duty to create an alternative vision for the university and develop a strategy for achieving it.

In what follows, we identify concrete demands on the university in line with this vision. We organize these demands in the context of four central concerns: (1) the conditions of our learning, (2) the conditions of our labor, and (3) the conditions of our research, and (4) the conditions of our belonging.

1. The Conditions of Our Learning

We demand high-quality education for both graduates and undergraduates that develops our capacities as thinkers and agents of democracy. This means recognizing and allocating sufficient resources for meaningful learning to occur.

2. The Conditions of Our Work

We demand safe and adequate working conditions--without fear of bodily, emotional, or professional harm--for all university employees. We demand secure employment, respectful treatment, and opportunities for employees to have meaningful participation in determining the conditions of their employment.

3. *The Conditions of Our Research*

We value the Wisconsin Idea: that what is produced at the university should benefit everyone. We call on university administration to reject political pressures to mold the university mission according to the fluctuating needs of private industry, a priority that threatens the university's commitment to intellectual diversity, unfettered inquiry, and academic free choice, and also endangers socially useful research into the broader human condition.

4. *The Conditions of Our Belonging*

We recognize our learning, research, and working success are imperiled within broader social conditions, and we call on the university to take an active role in establishing a more socially just world, beyond the narrowly-defined domains of the university.

The university we want respects the livelihood and dignity of every employee, from those who make the campus run on a daily basis to those who bring it international acclaim. The university we want is a place where freedom of inquiry in teaching and research is unencumbered by political pressure or profit margins. The university we want is a democratic institution that operates on the principles of equality and emancipation, both inside the university and out. The university we want is free to all -- academically, culturally, and monetarily.

FROM CONTRACT TO GRADUATE ASSISTANT POLICIES AND PROCEDURES: KEY ISSUES

The purpose of this document is to clarify what we are fighting for. Because we are so often fighting for critical details, some of these details are included below. The organization of this document is based on the 2009 TAA contract, although not all sections exactly match a section from that contract; this document condenses 66 pages of contract language down to 4 pages of issues.

Graduate Employee Classification

A Graduate Assistant (GA) is a university employee. Benefits and rights of GAs should be standardized for all types (TA, SA, RA, PA, and hourly appointments).

- A Teaching Assistant (TA) is responsible for teaching duties, supervised by an instructor.
 - A TA is not the instructor of record for their students, nor are they the primary instructor for their students. (For example, a TA is not required to be the primary point of contact for disciplining their students.)
 - A Student Assistant/Lecturer (SA) is responsible for teaching duties where they are the instructor of record for their students. They may

- be supervised by a senior instructor for purposes of training and/or auditing the education of students, but supervision is not required.
- Employees whose supervisor does not have regular teaching contact with their students should be SAs.
- Departments with a significant graduate student teaching focus should be encouraged to make SA positions available. This gives their graduate students valuable experience as well as employment advantages after graduation.
- A Research Assistant (RA) is responsible for research duties that are primarily relating to their own dissertation or thesis topic.
 - An RA appointment letter should explicitly state any duties not relating to the employee's own research, including work related to furthering the research goals of their advisor. If these duties exceed 5 hours per week, the employee should be given a split PA/RA appointment reflecting the mixed duties.
- A Program/Project Assistant (PA) is responsible for research duties or other non-teaching duties that are not directly relating to their own dissertation or thesis topic.
- A PA-Reader/Grader is responsible to assist with grading.
- Hourly GA appointments may be used to fill gaps in employment coverage that appear unexpectedly and were not anticipated prior to the start of any semester.
 - Departments should not plan to use hourly appointments where other salaried, non-hourly GA employee types would be possible.

Communication

Organizations representing graduate employees are responsible for keeping the university administration up to date on their leadership.

- The Graduate Assistant Policies and Procedures should define who within the university administration is responsible for receiving this information.
- The university administration and leadership of organizations representing graduate employees should schedule meetings at least monthly, in addition to ongoing policy review through a shared governance committee.
- In the event that there are grievance issues that need to be discussed, these meetings should be held *in addition to* and not replace the regular monthly leadership meetings.
- General health and safety for graduate employees should be a recurring topic of these meetings.

Ongoing Policy Review with Shared Governance

The university shall form a permanent shared governance committee to regularly review graduate employee policies and procedures. If any policies affecting graduate students are changed, this committee must meet to discuss and approve these changes.

Union Business / Protections

Graduate employees shall not face retaliation or hardship for participating in Union activities. In particular, they have the ability to take leave to attend Union meetings and actions and to participate in shared governance activities on campus without loss of pay.

- Departmental officials, particularly supervisors of graduate employees, should be regularly briefed on the rights enshrined in graduate employee policies and procedures. It should be their and the university's responsibility to make sure that they abide by its terms, not the responsibility of each individual graduate employee.
- Graduate worker groups shall have representation on the university's Shared Governance webpage to acknowledge that graduate employees are stakeholders in the decisions that impact university operations.

The university should allow organizations representing graduate employees to:

- have bulletin board space in every department.
- mass email graduate employees without charge.
- access university owned rooms and services.
- access all resources available to Registered Student Organizations without being required to be an RSO.
- present at department new-grad-student orientations, for at minimum 10 minutes.
- access a list of graduate employees and their appointment types and percentages on request.

Additionally, the university shall appoint at least one university ombudsperson, paid by the university through a PAship, to work solely on graduate employee workplace concerns. Graduate employees shall be consulted in the hiring of ombudspeople. University ombudspeople shall work with other organizations representing graduate employees.

Employment Terms and Criteria

Every effort should be made to keep the terms of graduate employment transparent and accessible to all graduate students. This is one of the best protections against employment discrimination.

- Every graduate employee position should be posted in an easily accessible location, such as a frequently-update website.
- Every graduate employee posting should have publicly stated criteria.

- For recurring positions, changes in hiring criteria should be accompanied by clarifications explaining the reason for changes.
- Each employing unit shall publicize their application deadline and the deadline by which they shall send out appointment letters to graduate employees.
- Employing departments should use appointment worksheets to clarify graduate employee duties and the distribution of work hours across a semester or academic year.
 - Worksheets should account for pre-semester preparation; on-site teaching, research, or program employee responsibilities; office hours; and other responsibilities
 - Worksheets should include a cap for work fluctuation set at twice the regular expected weekly hours. Heavy work periods that are known in advance should be mentioned in the employment worksheet.
- Hiring emails stipulating pledged positions and work percentages issued by departments should be considered binding.
- Funding guarantees offered by departments should be issued in writing, and should be considered binding.
- A graduate student that accepts a position but wishes to renege may work with the hiring department to find a qualified replacement for the position. Departments must institute a policy to accommodate this replacement process.

Resources

The University recognizes that appropriate resources and an adequate work environment, including basic office supplies and materials, are necessary for the performance of job responsibilities.

- Graduate employees shall be supplied with any resources necessary for their assigned job responsibilities.
- Departments shall not require graduate employees to pay for resources that the Department has determined are essential for instruction, research, or other assigned work.
- Departments shall ensure that graduate employees who are expected to teach or work with specific hardware or software have access to that specific hardware or software.

Training

Departments shall offer robust and ongoing training to their graduate employees. The exact form of this training should be regularly reviewed and amended and should include graduate employees in the creation, revision, and implementation.

- All graduate employees should be compensated for any training, including preparation, that is required in order to perform their necessary job duties.
- All TAs and SAs shall receive additional training on dealing with issues of oppression in the classroom.

- Any required trainings shall include graduate employee representatives in the creation, revision, and implementation processes; such review shall happen at least annually.
- Whenever possible, graduate employees will lead trainings, and be paid for that time, including preparation.

Nondiscrimination

The University should make a commitment to nondiscrimination, including providing and publicizing resources for use in the event of hostile work environments, harassment, and other types of discrimination.

- The University shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, conviction record, or military status, in any of its activities or operations.
- The University shall take affirmative steps to create workplaces free of sexual harassment. Actions include but not limited to:
 - 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.
 - Briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action.
- Other forms of harassment, such as repeatedly addressing comments or gestures that explicitly demean an employee's gender, race, and sexual orientation, shall also be eliminated in the work environment.
- There shall be no discrimination or harassment against employees because of their Union memberships.
- 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.
- There shall be no retaliation or discrimination against employees for the exercise of their rights.

Health and Safety

The university shall observe all applicable OSHA and state health and safety laws and regulations and shall take all reasonable steps necessary to assure employee health and safety. Employer agrees to provide adequate, regular training on safety for performance of duties, particularly for new employees. This training is compensated time.

- Should an employee become aware of conditions they believe to be unhealthy or dangerous to their health and safety, or an assigned task is abnormally dangerous due to physical or emotional limitations of the employee, the employee will not be expected to continue working in such conditions until the employer resolves the situation.

- Adequate first aid equipment shall be provided at appropriate locations and training shall be made available to all employees in how to use this equipment.
- The Employer agrees to furnish and maintain in safe working condition all tools, clothing, and equipment required to satisfactorily carry out the duties of each position. If an eye examination for required safety glasses is necessary, the Employer shall pay the cost, or any portion of the cost, for one examination if it is not covered by the employee's present health insurance program.
- The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the applicable regulations of the State Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the applicable regulations of the State Department of Commerce.
- Upon written request, the University shall provide a list of buildings, of which the University is aware, containing substances known to be dangerous to human health, such as 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. Employees shall be notified, whenever possible, at least thirty (30) days in advance of any toxic substance removal projects the Employer engages. In addition, announcements shall be posted at the building where such removal projects are planned, advising employees who work in the building or portion of the building affected by the removal project, that the project shall take place and anticipated dates for said project.
- The Employer shall make Material Safety Data Sheets which are required by Wisconsin Department of Commerce on chemical and hazardous materials available upon request to Employees with duties in departments where such materials are used or where Employees are potentially exposed to such materials.
- The Employer agrees to maintain multiple lactation rooms at different locations around the UW-Madison campus. The location and specifications of the lactation rooms shall be determined upon consultation with the Campus Childcare Committee and advertised to the University community.
- Commitment to making more non-gendered bathrooms available
- Hostile, intimidating, or discriminatory behavior from supervisor or any colleague is considered an unsafe workplace condition that must be rectified immediately by the employer without further compromise by those harmed. An employee may also take any steps necessary to ensure their own health and safety. In the event an employee needs an alternative work arrangement for their own health and safety, the employer shall work with employee to find a new work assignment without any loss of pay for the employee.

Benefits

The university commits to providing graduate employees with comprehensive benefits reflecting the diverse needs of graduate employees. The university shall communicate these benefits clearly. These benefits shall include:

- Health insurance for all graduate employees whose combined appointment percentage exceeds 33.3%.
- The university shall not require graduate employees to enroll in the Graduate Student Health Insurance Plan (GSHIP) if they qualify for health insurance through their employment. Moreover, the SHIP office shall conduct regular reviews of university employment records to identify graduate employees who are enrolled in GSHIP but who are covered by a health insurance plan provided by their employment to inform them that they do not need to be enrolled in GSHIP.
- The university shall commit to providing a health insurance package that meets the diverse needs of graduate employees, including but not limited to coverage of domestic partners and their dependents as well as coverage of all health care needs of transgender employees.
- Graduate employees with year long appointments shall be granted 12 paid sick leave days. Graduate employees with semester long appointments shall be granted 6 paid sick leave days. Unused sick leave from a graduate employees' previous appointment, even if in another department or under another title, shall be carried over to their previous appointment up to a total of 12 sick leave days.
- The university shall hire additional counselors for university health services in order to better meet the mental wellness needs of graduate students, regardless of employment status. As a result, counselling wait times will be reduced and counselling caps will be lifted.
- The university shall provide fifteen weeks of paid parental leave.
- Full-time graduate employees shall earn paid vacation at the same rate as other full-time employees on campus. Employees may not be denied the use of their vacation days, but may work with supervisors to appropriately schedule their accrued time.
- Employees who face a conflict between a work requirement and any anticipated religious observance should be given an alternative means of meeting the work requirement.

Each employing unit should develop clear procedures for how graduate employees can use their sick days. These procedures should be posted on the employing unit's website. These procedures should comply with the following:

- Graduate employees may use sick leave days for personal illness, bodily injury, maternity, mental wellness, exposure to contagious disease, or medical / dental appointments that cannot be scheduled at another time.

- Graduate 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 graduate employee to make other arrangements.
- Graduate employee may use sick leave days for bereavement purposes.
- Graduate employee shall not be required to find a substitute when they use their sick leave.
- Graduate students that substitute for graduate employees using sick leave shall be compensated.

Wages

Graduate employees must be able to support themselves and their families through their work at the University. Graduate employees must be paid a liveable annual income.

- The University shall establish a fair and transparent wage policy that considers work responsibilities and qualifications.
- Our wages should be enough to cover costs related to housing, child care, medical, food, transportation, and University fees.
- There should be a limit on the pay gap between graduate employees with same title and appointment percentage.
- Income for all graduate employees should be raised annually at least to match the cost of living adjustments.

Grievance Procedure

We recognize that the University and graduate employees may disagree over the implementation of certain policies and procedures. A transparent, efficient, and impartial grievance procedure provides a mechanism for graduate employees to officially note those violations while working to seek remedy. A grievance procedure must include the following provisions:

- A standard and tiered procedure which allows graduate employees to initiate a grievance at the departmental level with clearly defined steps to be taken should the grievance proceed to the next administrative stage. Conversely, an alternate procedure which circumvents the department should exist given that some graduate employees may aggravate their situation by filing a grievance against an offending supervisor or departmental chair.
- A 90 day window to file a grievance after the initial policy violation occurred.
- Groups of employees shall have the ability to represent graduate employees at any point of the grievance procedure
- A group of employees may file a grievance on behalf of another graduate employee who wishes to remain anonymous.
- Graduate employees may have representation in any conversation about violations of policy and procedure
- Groups of employees shall be able to file grievances that cover more than one employee

- The University shall provide prompt written responses to each step in the grievance procedure
- If the parties are unable to come to a resolution through the grievance procedure within the University, they shall have recourse to mediation outside the University
- If parties are unable to come to a resolution through mediation, they shall have recourse to third-party binding arbitration

Discipline

The University must prioritize the continual improvement of graduate employees rather than their discipline.

- The University may only take appropriate disciplinary action against a graduate employee for just cause. Graduate employees must be made aware of possible disciplinary actions beforehand.
- If any disciplinary action is taken against a graduate employee, that graduate employee shall receive a copy of the disciplinary action.
- A graduate employee shall be entitled to representation at any investigatory interviews if they have grounds to believe the interview may lead to disciplinary action.

CONCLUSION

We demand that adequate resources be marshalled to ensure the existence of university programs whose teaching and research missions reflect the breadth, depth, and complexity of human knowledge creation, but who are at the same time threatened because they are not profit-making enterprises. The TAA calls upon the university to affirm its deepest commitments to intellectual diversity, unfettered inquiry, and free choice by maintaining threatened programs in the arts and sciences. We also call upon the university to invest in practices that prioritize our collective well-being, not ones that balance the comfort of some with the suffering of others. Using the university as our model, and the union as our instrument, we hope to influence the direction of institutional wealth toward enhancing the health of the entire community, not its gradual erosion.