ANY ACADEMIC STAFF MEMBER HAVING QUESTIONS RELATED TO ANY OF THESE POLICIES AND PROCEDURES, MAY CONTACT THE SECRETARY OF THE UNIVERSITY’S OFFICE FOR ASSISTANCE.

Table of Contents:

UWM Chapter 101 COVERAGE, DELEGATION AND DEFINITIONS AND FUNCTIONAL AREAS

UWM Chapter 102 DELEGATION OF AUTHORITY TO THE SENATE OF THE ACADEMIC STAFF

UWM Chapter 103 COMMITTEE STRUCTURE OF THE ACADEMIC STAFF

UWM Chapter 104 ACADEMIC STAFF APPOINTMENTS

UWM Chapter 105 PERFORMANCE REVIEW

UWM Chapter 106 NON-RENEWAL OF PROBATIONARY EMPLOYEE

UWM Chapter 107 PROMOTION TO INDEFINITE APPOINTMENT

UWM Chapter 108 NOTICE PERIODS
UWM Chapter 109 DISMISSAL FOR CAUSE

UWM Chapter 110 LAY OFF OF ACADEMIC STAFF FOR REASONS OF BUDGET OR PROGRAM

UWM Chapter 111 COMPLAINTS

UWM Chapter 112 GRIEVANCE

UWM Chapter 113 REMUNERATED ACTIVITIES, OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST
Chapters 101-107 were originally approved by Chancellor Werner A. Baum on July 28, 1976, as Chapters 1-7.
Revisions to Chapters 2.02 (now 102.02) and 3.01 (now 103.01) were approved on November 3, 1976 and March 3, 1977, respectively.

Chapters 101-112 were approved by Chancellor Werner A. Baum on November 8, 1978, and by the Board of Regents effective January 5, 1979.

Subsequent revisions to Chapters 101-112 were approved by Acting Chancellor Leon Schur on May 1, 1980 and by the Board of Regents effective December 29, 1980.

Additional revisions to Chapters 101-112 were approved by Chancellor Frank Horton on December 1, 1983 and by the Board of Regents effective May 1, 1984.

Additional changes and additions were approved by Chancellor Clifford V. Smith, Jr., July 1987 and July of 1988.

Editorial corrections were made with the concurrence of the Academic Staff Codification Committee in 1988.

Changes made to the following sections: 104.01, 104.02, 106.04, 106.05, 106.06, 105.07, 106.08, 108.01 were approved by Interim Chancellor John Schroeder on January 4, 1991.

Changes made to Section 112.01 dealing with the definition of a grievance were approved by Interim Chancellor John H. Schroeder in May, 1991.

Additional changes to 104.02 were approved by Chancellor John H. Schroeder, April 12, 1994.
UWM Chapter 101 COVERAGE, DELEGATION AND DEFINITIONS AND FUNCTIONAL AREAS

101.01 Coverage
Pursuant to s36.09(4m) Wis. Stats. and s.UWS 9.01, Wis. Adm. Code, these Policies and Procedures apply to all academic staff appointments on the University of Wisconsin - Milwaukee campus.

101.02 Delegation
Pursuant to s36.09(4m) and UWS 9.02, the University of Wisconsin - Milwaukee establishes the Senate of the Academic Staff to advise on the development of policies and procedures relative to the academic staff for approval by the institution.

101.03 Definitions
Academic staff members are professional and administrative personnel other than faculty and classified staff with duties and types of appointments that are primarily associated with higher education institutions or their administration. Faculty status, as granted under the University of Wisconsin - Milwaukee Policies & Procedures, Chapter 101 (1) (b), does not affect the holder’s rights and privileges as an academic staff member.

Academic staff member – A member of the unclassified staff, holding any type of unclassified appointment except faculty and limited title appointments
Bylaws – The Rules and Procedures by which committees must operate
Category A – Academic staff holding neither instructional nor research academic staff appointments (e.g. student support or administrative)
Category B – Academic staff holding instructional or research appointments
Communication – Unless otherwise stated, all reference to communication means formal communication in writing (excluding email)
Complaint – An allegation of inappropriate conduct filed against an academic staff member
Fixed-term – Academic staff holding appointments for a fixed, finite period of time (e.g., nine-month or one-year contracts, often associated with grant funds)
• Multiple year appointments – positions are appointed for a fixed period of time and are reviewed for possible extension at the end of the contract period
• Rolling horizon appointments – positions are appointed for more than one year and are reviewed and may be extended annually
Functional Area – The specific unclassified work category which is defined by the majority of the type of work assigned to the position (Category A or Category B)
Funding Types – GPR (long-term state funding) and grants/contracts (short-term state, federal or private funds)
Grievance – An allegation of unfair, employment-related treatment filed by an academic staff member
Indefinite – Academic staff holding an appointment revocable only for just cause or reason of layoff
Layoff – The suspension of an academic staff member’s employment during the appointment period for reasons of budget or program
Limited Title Appointments (Administration) – Campus positions holding no governance standing
Operational Area: Indefinite – The division in which an indefinite academic staff member works
Operational Area: Probationary/Fixed-Term - The department, program, and/or division indicated in the contract of the academic staff member

Probationary – Academic staff holding appointments with the intention of renewal for up to a seven-year period, culminating in an indefinite appointment
University Academic Staff – All University of Wisconsin - Milwaukee academic staff members

Years of Service – One year of service equates to one year of full-time employment or one year “prior service” as counted in accordance with Chapter 104.03

- Calculating Years of Service – Calculating years of service shall be done using the anniversary date of the first contract date plus any prior years of service credited. The first year of one’s contract shall be considered the academic staff member's first year (unless otherwise stipulated in the contract) and the anniversary date begins the next year of service.
- Prior Years Service - The number of years an academic staff member may be credited at the time of initial probationary appointment and shall be used in calculating notice periods.

101.03 Functional Areas
There shall be two functional areas within the academic staff:

- Category A, for academic staff members who primarily carry out non-instructional and non-research professional academic responsibilities;
- Category B, for academic staff members who primarily carry out instructional and/or research responsibilities.

All academic staff members as defined in Section 101.03 of these Policies and Procedures shall be a member of one of these functional areas as specified in the employment contract.

For individuals holding limited title appointments concurrent with probationary academic staff appointments, the functional area shall be that of the concurrent academic staff appointment, as specified in the appropriate letter.
UWM Chapter 102 *DELEGATION OF AUTHORITY TO THE SENATE OF THE ACADEMIC STAFF*

102.01 Delegation of Authority to the Senate of the Academic Staff

Pursuant to s36.09(4m) and UWS 9.02, the University of Wisconsin - Milwaukee establishes the Senate of the Academic Staff to advise on makes recommendations to the Chancellor on the development of policies and procedures relative to the academic staff for approval by the institution.

102.02 Constitution of the Senate of the Academic Staff

There is a duly-elected Senate of the Academic Staff is a duly-elected body, representative of the University academic staff as defined in the Bylaws. The Senate holds the jurisdiction and powers of the academic staff between general meetings of the academic staff. Changes in the Bylaws of provisions relating to the Senate of the Academic Staff must be approved by the University academic staff. The Bylaws of the Senate are published separately.

102.03 Procedures for Implementing Actions of the Senate of the Academic Staff

Subject to the limitations of Wisconsin Statutes and the policies of the Board of Regents and the University of Wisconsin-Milwaukee, Formal actions taken by the University Academic Staff or its Senate become University policy to be implemented by appropriate authorities after they have been transmitted to the Chancellor by the Secretary of the University and have been approved by the Chancellor. In the event that the Chancellor withholds approval for more than 30 days, the basis for doing so shall be transmitted in writing to the Senate of the Academic Staff within that period.

1. **Subject to the limitations of Wis. Stats. and the policies of the Board of Regents, formal actions taken by the University academic staff or its Senate become University policy to be implemented by appropriate authorities within 30 days after they have been transmitted to the Chancellor by the Secretary of the University.**

2. **The Chancellor may delay implementation of any academic staff action or part thereof beyond the 30 day period by notifying the Academic Staff Committee, within that period, of his/her intention and the reasons therefore.**
UWM Chapter 103 COMMITTEE STRUCTURE OF THE ACADEMIC STAFF

103.01 Academic Staff Committee

*The Academic Staff Committee is the executive committee of the Senate of the Academic Staff.* The Academic Staff Committee shall consist of:

- Nine academic staff members, **with at least a 50% appointment**, elected by the *University academic staff* as defined in section 101.03 of these Policies and Procedures.
- **No more than two members of the Committee shall be from any one school, college or operating division of the University.**
- **Of the total Committee membership No more than three may be fixed-term appointees, as defined in 104.02.** All members of the Academic Staff Committee shall be at least 50% time employees of the University.
- **There shall be At least one representative from each functional area of the academic staff as defined in UWM 103.02.**

The term of office of the members, election procedure, and the structure of the committee shall be defined in the Bylaws of the Committee. The functions of the Academic Staff Committee are as stated in the Bylaws of the Committee.

103.02 Academic Staff Review Committees

*There shall be two functional areas within the academic staff:*

- **Teaching**, for academic staff members who primarily carry out instructional responsibilities;
- **Non-teaching**, for all other academic staff members who carry out the various professional responsibilities of the academic staff.

*All academic staff members as defined in Section 101.03 of these Policies and Procedures shall be a member of one of these functional areas as specified in the employment contract.* All academic staff members on probationary or indefinite status shall be eligible to vote for the members of the review committee of his/her functional area. For individuals holding limited appointments concurrent with academic staff appointments, the functional area shall be that of the concurrent academic staff appointment, as specified in the employment contract.

*For academic staff members within the non-teaching functional area, The Category A Academic Staff Review Committee shall consist of seven elected academic staff members. All review committee members must have indefinite appointment.*

*For academic staff members within the teaching functional area, The Teaching Category B Academic Staff Review Committee shall consist of four elected academic staff members and three elected faculty members. All academic staff review committee members must have indefinite appointment.*

The review committees shall develop and **periodically annually** review procedures and criteria for evaluation and promotion to indefinite appointment. These procedures and **any changes in them shall be subject to approval by the Senate of the Academic Staff.** The academic staff review committees **render make advisory** recommendations under Section 107.03 of these Policies and Procedures.

103.03 Other Committees

The Senate of the Academic Staff may establish additional committees and dissolve existing committees as it determines necessary, *with the concurrence of the Chancellor.*
104.01 Types of Appointments
Pursuant to UWS 10.01 and UWM Chapter 104, academic staff appointments may be fixed-term, probationary, or indefinite upon appropriate approval by the Chancellor or his/her designee. The type of appointment shall be determined in part by the type of program and by the likelihood of continued funding; the funding source alone will not automatically determine the type of appointment. Appointments of less than 50% time or appointments intended to fill a need of predetermined duration specified in the employment contract shall be fixed-term. Appointments at 50% time or greater for which there is reasonable expectation of continuing need shall be probationary or indefinite.

If an academic staff member on a fixed-term appointment of at least 50% time is re-employed for more than three years in the same school, college, or division, the appointment shall be made probationary and years of service during the original fixed-term appointment may be applied to the seven year probationary period.

Notwithstanding the provisions in the preceding paragraphs, academic staff may be appointed without limitation as fixed-term appointments in the following situations:

(1) when no budgeted position is available,
(2) for appointments on grant, contract, or short-term funding,
(3) for teaching appointments for which there is no reasonable expectation of continuing need,
(4) for coaches in the Department of Athletics, and
(5) for concurrent appointments for limited appointees who are included in the State Executive Salary Plan, Range 8 or above in the UWS Academic Staff Title and Compensation Plan, or positions based on Regent-approved fixed-term contracts, provided that no conflict with UWS 15 occurs.

Chapter 104.02 shall apply to academic staff who are appointed fixed-term at 50% time or greater for seven or more years. Academic staff who are appointed fixed-term for seven or more years are neither entitled to nor precluded from a probationary or indefinite appointment by virtue of years of service.

104.02 Fixed-term Appointments
Fixed-term appointments shall be for a definite period of time specified in the employment contract, are renewable solely at the option of the University of Wisconsin-Milwaukee, and carry no expectation of reappointment reemployment beyond the stated term, regardless of how many times renewed.

Academic staff may be appointed without limitation as fixed-term appointments in the following situations:

(1) when no budgeted position is available,
(2) for appointments on grant, contract, or short-term funding,
(3) for teaching appointments for which there is no reasonable expectation of continuing need,
(4) for coaches in the Department of Athletics, and
(5) for concurrent appointments for limited appointees who are in Range 8 or above in the UWS Academic Staff Title and Compensation Plan, or positions based on Regent-approved fixed-term contracts, provided that no conflict with UWS 15 occurs.
Fixed-term appointments may be made for more than one year as either multiple year or rolling horizon appointments. Multiple year appointments are made for a fixed period of time and are reviewed for possible extension at the end of the contract period. Rolling horizon appointments are made for more than one year and are reviewed and may be extended annually.

If an academic staff member on a fixed-term appointment of at least 50% time, and not on grant, contract or short-term funding, is re-appointed for more than three years in the same school, college, or division, the appointment shall be made probationary and years of service during the original fixed-term appointment may be applied to the seven year probationary period.

Fixed-term academic staff members with service of seven three or more years at 50% time or greater shall be reviewed annually to determine the feasibility of granting them multiple year or rolling horizon appointments. Those with service of seven or more years at 50% time or greater who are not given at least a two-year appointment shall be given written reasons upon request. Those with service of ten or more years at 50% time or greater who are not given at least a three-year appointment shall be given written reasons upon request. The criteria that may be used to determine such the feasibility of granting a multiple year appointment are include the continuing need for the position, the funding source, and the quality of the employee's performance. Those with service of three or more years at 50% time or greater who are not given at least a two-year appointment shall be given written reasons upon request. Those with service of seven or more years at 50% time or greater who are not given at least a three-year appointment shall be given written reasons upon request.

An initial fixed-term appointment may include a period of up to two months during which the appointee may be dismissed without appeal at the discretion of the appointing authority. If such a period of evaluation is used the employment contract must so state. A dismissal during this period is not subject to the provisions of UWS 11.

104.03 Probationary Appointments
A probationary academic staff appointment is one leading either to review and a decision on indefinite appointment or to non-renewal of the appointment. The probationary period at the University of Wisconsin-Milwaukee shall not be less than one year or greater than seven years. Prior service, up to and not exceeding three years, of prior appropriate service either as a University of Wisconsin-Milwaukee Classified Staff Member or from outside the University of Wisconsin-Milwaukee may be counted as part of the probationary period outside the University of Wisconsin-Milwaukee may be counted in the probationary period in a different position. The initial probationary employment contract must clearly state the amount of prior service to be counted. A probationary staff member may subsequently accept a fixed-term appointment. If such a change occurs, previous probationary service shall not be lost and shall continue if he/she returns to a probationary appointment. An academic staff member on a fixed-term appointment may accept a probationary appointment. Prior service, up to four years Up to but not exceeding five years of full-time equivalent service in a fixed-term appointment at the University of Wisconsin – Milwaukee, may be counted as part of a probationary period and shall be included in determining notice requirements as defined in Chap. 108. Any leave of absence which reduces the appointment below 50% time is excluded in calculating the probationary period. Prior service may never exceed a total of four years.

104.04 Indefinite Appointments
An indefinite appointment is an appointment of 50% half-time or more with permanent status and for an unlimited term, granted by the Chancellor to a member of the academic staff pursuant to procedures of Chapter 107 of the Policies and Procedures. Such an appointment is terminable only for cause under UWS 11 or for reasons of budget or program under UWS 12. The proportion of time provided for in the initial indefinite appointment may not be decreased or increased without the mutual consent of the academic staff member and the institution unless the appointment is terminated or decreased under UWS 11 or UWS 12. Academic staff members
may be granted indefinite appointment prior to the end of the *sixth year of* probationary *service period*, but in no case before one year of probationary service is completed. An indefinite appointment status is **transferable from one operational area to another**. A person with indefinite status subsequently shall not be **converted to a placed in** a probationary or fixed-term appointment.

104.05 Operational Area

The operational area of fixed-term and probationary appointments is the college, school, operating division (or its functional equivalent), or program indicated in the employment contract; the appointment does not carry rights beyond that operational area. **The operational area of An indefinite appointment is the college, school or operating division of the University of Wisconsin-Milwaukee as specified in the letter of promotion to indefinite appointment; carries rights beyond the initial operational area and, as such, is transferable from one operational area to another.** An academic staff member with indefinite appointment shall retain that status if he/she accepts a limited **title** appointment as provided in UWS 15.01.

In the event that an employee is involuntarily moved from one operational area to another due to restructuring, re-organization, etc, the academic staff member shall remain whole and retain all rights and conditions of their existing (pre-existing) appointment.

104.06 Employment Contracts

The terms and conditions of the appointment shall be specified in a written employment contract **or employment letter** signed by the appropriate dean or division head. The employment contract **or letter** shall contain details as to the terms and conditions of the appointment, including but not limited to the following:

1. **Title and name of the person in immediate supervision of the employee.** In the case of some **Category B** Academic **instructional** staff members within the teaching functional area, it shall be stated in the contract that the departmental executive committee shall serve as the supervisor for purposes specified in the University of Wisconsin - Milwaukee Academic Staff Personnel Policies and Procedures.

2. **Type and percent** of appointment whether fixed-term, **or** probationary **or** indefinite.

3. **The operational and functional areas** of the appointment.

4. Placement within the UWS Academic Staff Title and Compensation Plan or the State Executive Salary Plan and the current salary range of that level.

5. A statement of salary and the duration of appointment, including starting and ending date.

6. Initial evaluation period of section 104.02 of these Policies and Procedures if used.

7. Amount of prior service counted, if applicable, toward the probationary period.

8. Maximum length of probationary period, if applicable.

9. General position responsibilities.

10. Approval of the appointment by the Chancellor **and by the President or Board of Regents of the UW System, where applicable.**

11. **Functional area of appointment.**

Accompanying this contract **or letter** shall be a **reference to** the Wisconsin Administrative Code, Chapters UWS 8-13 and the **UWM University of Wisconsin - Milwaukee** Academic Staff
Personnel Policies and Procedures. Employment contracts shall be sent to fixed-term and probationary academic staff members by the dean or division head annually and shall include any changes in points 1-11 10 above. If a significant change in the existing conditions of the appointment occurs during the appointment period these conditions should be specified in writing at least 10 working days prior to the change.

**Academic staff with indefinite appointment shall receive a salary letter in lieu of an annual or academic year contract.**

104.07 Official Personnel File

The office of the dean or division head shall maintain the official personnel file for each academic staff member in her/his/her school, college or operating division. The contents and uses of such official personnel files are governed by the current University of Wisconsin - Milwaukee statement on the confidentiality of personnel records.

104.08 Recruitment

Each dean and division head is responsible for recruitment of academic staff consistent with *UW System* and campus policies and state and federal laws with respect to equal employment opportunities.

**UWM Chapter 105 PERFORMANCE REVIEW**

105.01 Performance Review

Every academic staff member who holds a position at 50% of full-time or more shall be reviewed in the sixth month after the initial appointment and annually, thereafter, in conjunction with and prior to the salary adjustment exercises. The review shall include a conference with the supervisor designated by the dean or division head as specified in UWM 104.06. In the case of teaching academic staff, the departmental executive committee or its designee will conduct the conference. A written evaluation of the employee's performance, as discussed at the conference shall be given to the employee by the supervisor within five working days after the conference. The employee shall have the option of responding in writing to the written evaluation within five 10 working days of its receipt. The document(s) shall be filed in the employee's official personnel file within ten working days, the deadline for receipt of the employee's response.

105.02 Employee Self-Evaluation

*Call for evaluations will be received by academic staff members by December 1 and employees shall submit self-evaluations to their supervisor(s) on or before January 15 if the school, college, or division evaluates on a calendar year basis. Supervisors must respond to the self-evaluation on or before February 15. If there is no response by the supervisor, the self-evaluation will stand as the official performance evaluation.***
UWM Chapter 106 NON-RENEWAL OF PROBATIONARY EMPLOYEE

106.01 Commencement of Consideration Process
In making a decision that may involve non-renewal, the dean or division head and supervisor shall start the process at least three months prior to the contract end early enough to allow time for an appeal and possible reconsideration and to abide by policy deadlines for notification of non-renewal for academic staff. In addition, for Category B teaching academic staff, where an executive committee is involved in the review process, the chairperson of the executive committee must notify the academic staff member in writing at least 30 calendar 20 working days prior to executive committee consideration of reappointment or of non-renewal of appointment and provide a copy of UWM Chapter 106, in its entirety, to the academic staff member.

106.02 Recommendation for Non-Renewal
The supervisor shall forward a written recommendation of non-renewal, including justification, to the dean or division head. At the same time, written reasons for the recommendation shall be submitted to the dean or division head.

106.03 Dean or Division Head Action on Recommendation of Non-Renewal
The dean or division head shall inform the academic staff member in writing, within ten working days of the receipt of the supervisor’s recommendation, of his/her decision to accept a non-renewal recommendation or reject a renewal recommendation. The notification shall include if the supervisor forwards a recommendation of non-renewal for an academic staff member and the dean or division head accepts that recommendation or if the dean or division head rejects a recommendation of renewal, within ten working days of receipt of the recommendation, she/he shall inform the academic staff member, in writing, of the effective date of the academic staff member’s non-renewal and of his/her rights to written reasons and appeal under UWS 10.04 and UWM 106.04.

106.04 Appeal of Non-Renewal for Probationary Employees
106.04 (a) Right of Appeal
Non-renewal decisions may be appealed when non-renewal is alleged to be arbitrary, capricious, for reasons prohibited by law, or in violation of Academic Staff Policies and Procedures when the alleged violation influences the decision under review. An arbitrary or capricious non-renewal decision is one that was made without a basis in fact or for inconsequential or unsubstantial reasons when the needs of the program had not changed, funds for the position were available, and performance was satisfactory.

The academic staff member has the right to appeal when the staff member believes that his or her performance was satisfactory or that the non-renewal is not actually because of a budget or program decision. A pending appeal of the non-renewal decision does not in and of itself extend the appointment.

106.04 (b) Academic Staff Hearing and Appeals Committee
The Academic Staff Hearing and Appeals Committee shall constitute the hearing body authorized by UWS 10.04(1). The Committee may, on motion of either party, disqualify any of its members by a majority vote. Any member of the Hearing and Appeals Committee who has had any involvement in the non-renewal action of the academic staff member requesting the hearing shall be disqualified. If any members of this hearing body disqualify themselves or are disqualified, the hearing body shall select by majority vote an equal number of replacements from the list of
academic staff established in Article I, Section 2(F) of the Hearing and Appeals Committee bylaws.

106.04 (c) Appeal Process

Appeals on non-renewal decisions as authorized in UWS 10.04 may shall be brought to the Hearing and Appeals Committee within 20 twenty calendar working days after the date of written notification of non-renewal to the academic staff member (25 twenty-five working calendar days if notice is by first class mail or publication).

A hearing on the appeal shall be held not later than 15 working twenty calendar days after the request. Except that. This time limit may be extended by mutual written consent of the parties or by written order of the Hearing and Appeals Committee. Parties to the hearing shall be given at least five working days notice of the scheduled time and place of the hearing.

The scope and procedures of the hearing on the appeal shall be limited under UWS 10.04. The burden of proof in such appeal shall be on the academic staff member. At the hearing, the academic staff member may have counsel present, present witnesses, and will be provided with a tape recording of the proceedings. The hearing shall be closed unless the academic staff member requests an open meeting.

A written report shall be forwarded, as outlined in UWS 10.04, by the hearing body to the Chancellor and dean or division head, with a copy to the academic staff member, within 15 fifteen working days of the conclusion of the hearing. Pursuant to UWS 10.04, the written report may include remedies which may include but are not limited to a reconsideration by the dean or division head, a reconsideration by the dean or division head under instructions from the Hearing and Appeals Committee, or a recommendation to the next higher administrative level. Cases shall be remanded for reconsideration by the dean or division head in all instances unless the Hearing and Appeals Committee specifically finds that such a remand would serve no useful purpose. The Committee shall retain jurisdiction during the reconsideration process.

Except as noted below in regard to reconsiderations, the dean or division head shall accept or reject the report, in full or in part, and shall so notify the academic staff member, the Chancellor, and the hearing body in writing of his/her decision within ten working days of the receipt of the report, except as noted below in regard to reconsiderations. The dean or division head shall send a copy of the hearing body report to the Chancellor along with his/her response to the report. The Chancellor shall accept or reject the dean or division head's decision and notify the dean or division head, the Hearing and Appeals Committee, and the academic staff member, in writing, within ten working days of the receipt of the dean/division head's response. The Chancellor's decision shall be final.

If the Chancellor's decision report directs that a reconsideration take place, the dean or division head shall order a reconsideration under UWM 106.05 unless the academic staff member states in writing within ten working days of the receipt of the report that he/she does not wish a reconsideration. Where a reconsideration takes place, the dean/division head's response to the hearing body's report shall be incorporated into his/her report of findings prepared in accordance with UWM 106.05. Unless the Chancellor directs otherwise within ten working days of the receipt of the dean/division head's response, the decision of the dean or division head is final.

106.05 Reconsideration of Non-Renewal for Probationary Employees

If the Hearing and Appeals Committee, in its report, directs in its report a reconsideration of the non-renewal decision, a reconsideration meeting shall be held within 15 fifteen working days of the receipt of the report. The academic staff member shall be notified a minimum of five three working days prior to the meeting. The time limits may be extended by mutual written consent of the parties. The reconsideration meeting may be closed open at the request of the academic staff member, by committee vote in accordance with Wis. Stat. sec. 19.85(1)(c). Upon the
request of either party an impartial observer may be present. The impartial observer will be
selected by consent of the two parties from a panel of three chosen by the Hearing and Appeals
Committee. The impartial observer shall be a member of the university community, but not a
member of the school, college, or operating division employing the academic staff member under
reconsideration. At the meeting for reconsideration the academic staff member is entitled to
present witnesses, to have counsel present, and to be provided with a tape recording of the
proceedings. The reconsideration is not a hearing, not an appeal, and shall be non-adversarial
in nature. Its only purpose shall be to allow the academic staff member an opportunity to
persuade the institutional representative responsible for holding the reconsideration meeting to
change the non-renewal decision. The burden of persuasion is on the person who is being
reconsidered. If the supervisor is the institutional representative responsible for holding the
reconsideration meeting, he/she shall forward a recommendation and reasons in writing to the
dean or division head with a copy to the academic staff member within ten working days of the
reconsideration meeting. If the dean or division head is the institutional representative responsible
for holding the reconsideration meeting, he/she shall forward a decision and reasons in writing to the
academic staff member within ten working days of the reconsideration meeting. In either
case, the dean or division head must prepare a report within ten working days of the filing of the
reconsideration meeting hearing report, including his/her findings on the reconsideration decision
and his/her response to the Hearing and Appeals Committee report. The report, including the
initial Committee report, shall be placed in the official personnel file with a copy sent to the
academic staff member, the Hearing and Appeals Committee, and the Chancellor. The
Chancellor shall accept or reject the dean or division head’s decision and notify the dean
or division head, the Hearing and Appeals Committee, and the academic staff member, in
writing, within ten working days of the receipt of the dean/division head’s response. The
Chancellor's decision shall be final. Unless the Chancellor directs otherwise within ten
working days of the receipt of the dean/division head's report, the decision of the dean/division
head is final and not further appealable.

106.06 Appeal of Non-Renewal Decisions for Fixed-term Employees With Seven Three or More
Years of Service
An academic staff member with a fixed-term appointment for seven three or more years shall be
given written reasons for non-renewal upon request. The request for written reasons shall be
made upon receipt of the non-renewal notice, when there is one, but not later than five working
days after the contract expiration. The reasons shall be provided within five working days of the
request. Within five working days of receipt of reasons for non-renewal, the academic staff
member may request that the supervisor reconsider the non-renewal decision. Within five working
days of receipt of the request for reconsideration, the supervisor must meet with the academic
staff member to reconsider the non-renewal. A decision based on the reconsideration must be
given to the academic staff member within five working days of this meeting.

If the supervisor decides to proceed with non-renewal, the academic staff member, within five
working days of receipt of the decision, may request a review by the supervisor’s superior within
five working days of receipt of the decision. The supervisor’s superior must meet with the
academic staff member within five working days of receipt of the request to review the
supervisor’s decisions. The supervisor’s superior must give a decision to the academic staff
member within five working days of this meeting. The decision of the supervisor’s superior is final.

106.07 Deadlines
Failure by the academic staff member to meet the deadlines established in the above sections
shall be considered a waiver of the rights defined in those procedures, and the procedures will
continue as outlined, except where the deadlines have been extended by mutual written consent.

106.08 Notification
With the first notice of non-renewal, a copy of UWM Chapter 106 must be given to the academic
staff member.
107.01 Promotion to Indefinite Appointment

To be eligible for promotion to indefinite appointment, an academic staff member on a probationary appointment shall meet the provisions outlined in UWM 104.03. Within 20 working days of the beginning of the fifth year in a probationary appointment, the Academic Staff member shall be notified by the Unit’s Personnel Representative or immediate supervisor regarding the timeline for submitting written materials to the Academic Staff Review Committee for consideration to Indefinite Appointment.

The academic staff member must submit materials for review to his/her supervisor and/or executive committee prior to the date marking the start of the third quarter of the staff member’s sixth year or, if appropriate, start of the 12th semester. A decision on indefinite appointment shall be made no later than the end of the sixth year of probationary service. The supervisor shall notify a probationary academic staff member in writing at least 30 working calendar days prior to the review conference at which promotion to indefinite appointment will be considered. The academic staff member and supervisor shall may review his/her official personnel file, may submit additional written material all written materials required by the Academic Staff Review Committee. The academic staff member may also submit additional written material to support promotion to indefinite appointment. Category B academic staff and may also make a personal presentation. The meeting at which the presentation is made shall be closed unless an open meeting is requested by the academic staff member.

In the event that an academic staff member requires an extension of their probationary review and it is not otherwise covered in UWS 10.03 2 (1-4) (b), the following procedures shall be followed:

(1) The academic staff member must submit a request for extension to his/her immediate supervisor at least 40 working days prior to the date marking the start of the third quarter of the staff member’s sixth year or, if appropriate, start of the 12th semester.

(2) If the supervisor supports the request, he/she shall forward it to the appropriate dean or division head within 10 working days who shall, if in agreement, forward the request within 10 working days for extension to the Academic Staff Committee for review and action.

(3) The Academic Staff Committee shall review the request for extension and notify the dean or division head, supervisor, and academic staff member of action taken. If the extension is granted, the Academic Staff Committee shall notify the appropriate review committee of the extension.

(4) Review extensions can only be granted for a 6-month period or, if appropriate, one semester and are not renewable. The academic staff member granted a review extension, but not reviewed prior to the end of the sixth year should expect a terminal year letter (in accordance with UWM Chapter 106).

(5) Files that are received by the Category A or Category B Review Committee after the start of the third quarter of the sixth year (or, if appropriate, 12th semester), or after an extension period deadline will not be considered.

(6) Any academic staff member has the right to appeal to the Academic Staff Hearing and Appeals Committee, a supervisor’s or dean/division head’s decision not to support a request for extension.

107.02 Supervisor’s/Executive Committee Recommendation for Indefinite Appointment

The review file and recommendation of the supervisor and/or executive committee as to promotion to promote the academic staff member to indefinite appointment shall be forwarded to the dean or division head with copy to the academic staff member within ten working days of the review conference specified in UWM 107.01. If the recommendation forwarded would result in
non-renewal, the dean or division head must follow the procedures outlined in section UWM 106.03.

107.03 Dean or Division Head's Action on Recommendation for Indefinite Appointment
The dean or division head shall seek the advice of forward the review file to the Academic Staff Review Committee within five working days of the receipt of a positive recommendation from the supervisor and/or executive committee. The Committee shall review the recommendation based on its established criteria with the view to maintaining the professional nature of the academic staff. The findings of the Academic Staff Review Committee recommendation shall be reported in writing to the dean or division head and the academic staff member within 30 working calendar days of the receipt of the file request for advice. These findings shall accompany the recommendation of 1. The dean or division head shall when forwarded a positive recommendation to the Chancellor, with a copy to the academic staff member, and the Review Committee within 10 working days of receipt of the Committee’s recommendation.

If the dean or division head decides not to forward a positive recommendation for indefinite appointment to the Chancellor, he/she shall notify the academic staff member and the chairperson of the Academic Staff Review Committee with a copy to the individual involved, of the decision within ten working days of receipt of the Committee’s recommendation. The academic staff member may, in writing, request written reasons within five working days of receipt of such notification; the copy requests written reasons the dean or division head shall respond to the request within five working days of receipt of the request. If the dean or division head’s decision results in non-renewal, he/she shall inform the academic staff member in writing of the effective date of the non-renewal and of the academic staff member’s rights to written reasons under UWM 106.03 and/or appeal under procedures outlined in UWS 10.04 and UWM 106.04.

107.04 Reconsideration of Negative Recommendation Advice from the Review Committee.
If the Review Committee gives a negative recommendation advice in a personnel case where the result may be non-retention, the Review Committee, before forwarding its recommendation advice to the dean or division head, must notify the supervisor and the academic staff member of its intention and of the right of the supervisor to ask for reconsideration within ten working days of the receipt of the notice. If no request for reconsideration is received within ten working days, the findings of the Review Committee shall be forwarded immediately to the dean or division head. If the supervisor does request a reconsideration, the Review Committee must meet within ten 10 working days of the receipt of the request. The time limits of this section may be extended by mutual consent of the supervisor and the Review Committee.

107.05 Chancellor's Action on Recommendation for Indefinite Appointment
Upon receipt of the recommendation from the dean or division head, the Chancellor shall inform the academic staff member in writing, of the decision regarding his/her promotion to indefinite status. However, if the Chancellor's decision results in non-renewal of the academic staff member, the dean or division head shall inform the academic staff member in writing within 30 working days of receipt of the Chancellor's decision of the date of non-renewal and his/her rights to written reasons and/or appeal under UWS 10.04 and UWM 106.03 and 106.04. If the academic staff member, within five working days of written notification of non-renewal, requests in writing written reasons, the Chancellor shall respond to the request using the procedures in section 106.03 of these Policies and Procedures. The decision of the Chancellor regarding promotion to indefinite status is final and not appealable to a higher level.

107.06-5 Subsequent Considerations for Indefinite Appointment
If the action of the dean or division head or the Chancellor does not result in promotion to indefinite appointment or non-renewal, the academic staff member may be reviewed at a later date. If prior consideration occurred before the academic staff member's sixth year of probationary service, all steps in the review process must be repeated. If the prior consideration occurred during the academic staff member’s sixth year of probationary service, only that part of the review process which was not completed must be performed. If the action of the dean or
division head or Chancellor results in non-renewal, the academic staff member may request to be reviewed again for indefinite appointment prior to the end of his/her probationary period. The request shall be made to the dean or division head. If the request is granted, all steps in the review process must be repeated.

107.06 Chancellor's Action on Recommendation for Indefinite Appointment
Upon receipt of the recommendation from the dean or division head, the Chancellor shall inform the academic staff member and the Review Committee of his/her decision regarding the academic staff member’s promotion to indefinite status. If the Chancellor's decision results in non-renewal, the academic staff member shall be notified in writing within 10 working days and that notice shall include reference to academic staff rights to written reasons under UWS 10.04 and UWM 106.03 and 106.04. The academic staff member may request reasons for the non-renewal within five working days of the notification of non-renewal. The Chancellor shall respond to the request following the procedures in section 106.03 of these Policies and Procedures. The decision of the Chancellor regarding promotion to indefinite status is final and not subject to further appeal.
108.01 Notice Periods

Pursuant to UWS 10.05, written notice that a fixed-term or probationary academic staff appointment will not be renewed shall be given to the appointee in advance of the expiration of the appointment as follows:

The notice provisions of UWS 10.05 shall apply to all University of Wisconsin-Milwaukee academic staff members except fixed-term academic staff members who have served the university for six or more years:

1) All fixed-term academic staff with an appointment of 50% or greater, regardless of funding source, shall be given at least three months notice when that academic staff member has been employed at University of Wisconsin-Milwaukee for up to two years; six months notice in the third through sixth years, and 12 months notice thereafter.

(a) Fixed-term academic staff members on grants, contracts, or short-term funding are given at least 3 months notice of non-renewal before the end of the appointment in the first 2 years and 6 months thereafter. If the employment contract states that renewal is not intended, no further notice is required.

(b) Fixed-term academic staff members not on grants, contracts or short-term funding are given at least 3 months notice of non-renewal before the end of the appointment in the first 2 years; 6 months notice in the third through sixth years, and 12 months notice thereafter. For individuals with less than six years of service, if the employment contract states that renewal is not intended, no further notice is required. For individuals with six or more cumulative years of service to University, notice separate from the employment contract is required regardless of contract language.

(c) (2) Staff members with probationary appointments shall be given at least three months notice before the end of the appointment in the first year, at least six months notice before the end of the appointment in the second year, and at least 12 months notice thereafter.

(d) (3) When an academic staff member with a limited title appointment is terminated, the notice period defined in a, b, or c 1 or 2 above, as appropriate, is applied to the concurrent appointment appropriately.
UWM Chapter 109 DISMISSAL FOR CAUSE

109.01 Dismissal for Cause for Indefinite Academic Staff Appointments
A member of the academic staff holding an indefinite appointment may be dismissed only for just cause under UWS 11.01 through 11.10. The burden of proof of the existence of just cause for a dismissal is on the University administration.

109.02 Preparation of Charges
Pursuant to UWS 11.02, when the Chancellor receives an allegation against an academic staff member which appears to be substantial and which if true may lead to dismissal, he/she shall request that the appropriate dean or division head investigate the allegation. The dean or division head shall seek to resolve the allegation informally with the academic staff member and report the resolution to the Chancellor. If this discussion does not result in a resolution of the allegation, the dean or division head shall prepare a written statement of specific charges not later than 15 working days of the request of the Chancellor, except that this deadline may be extended by written consent of the parties.

109.03 Hearing
If an academic staff member requests a hearing of the charges under UWS 11.02, such hearing shall proceed under 11.04-11.07 and UWM Chapter 109.

109.04 Time Limitations
The time limits stated in UWS 11.04 and 11.10 as a specified number of days shall be considered to be working days under these policies and procedures. Failure by the academic staff member to meet the time limits of UWS 11.04 shall constitute a waiver of the right to a hearing.

109.05 Hearing Body

(1) Category A NON-TEACHING STAFF
Pursuant to UWS 11.03, the Academic Staff Hearing and Appeals Committee shall serve as the hearing body in cases of dismissal for cause involving non-teaching members of the academic staff. The Hearing and Appeals Committee may, on the motion of either party, disqualify any of its members by a majority vote. The vote on such motion shall be in open session. Any member of the Hearing and Appeals Committee who has heard a related grievance involving the academic staff member requesting the hearing shall be disqualified. If any of the members of this hearing body disqualify themselves or are disqualified, the hearing body shall select, by majority vote, an equal number of replacements from the list established in Article I Section 2(F) of the Hearing and Appeals Committee Bylaws. The vote shall be in open session and results shall be binding.

(2) Category B TEACHING STAFF
Pursuant to UWS 11.03, the hearing body in cases of dismissal for cause involving teaching members of the academic staff shall consist of three members of the Hearing and Appeals Committee and two members of the Dismissal Hearing Committee defined in UWM University of Wisconsin - Milwaukee Policies and Procedures Section 5.26. Each committee shall select its representatives for the hearing body. Neither the Hearing and Appeals Committee nor the Dismissal Hearing Committee may select more than one member from any one school, college or division. This hearing body may on the motion of either party disqualify any one of its members by a majority vote. Any member of the Hearing and Appeals Committee who has heard a related grievance involving the academic staff member requesting the hearing shall be disqualified. If any of the members of this hearing body disqualify themselves or are disqualified, the parent bodies shall select by majority vote an equal number of replacements. For the Hearing and Appeals Committee, these replacements shall be selected in accordance with the list established in Article I, Section 2(F) of the Hearing and Appeals Committee Bylaws. (See also Academic Staff Research Misconduct Policy)
109.06 Legal Counsel
The Chancellor shall provide legal counsel for the hearing body. The functions of legal counsel shall be to advise the hearing body and to consult with them on legal matters.

109.07 Recommendations
The Hearing body shall send a verbatim record (e.g., audio) of the testimony, and copy of its report, findings, and recommendations to the Chancellor and to the academic staff member concerned within 30 working days after the conclusion of a hearing. The Hearing body shall send to the Chancellor and to the academic staff member concerned, within 30 working days after the conclusion of a hearing, a verbatim record of the testimony and copy of its report, findings and recommendations. After reviewing the matter on record and considering written arguments if submitted by the parties, the Chancellor shall issue a written decision pursuant to UWS 11.07 and 11.09 within 20 working days of receipt of the hearing body's recommendations. The decision of the Chancellor is final and not further appealable except to the board as unless appealed to the UWS Board of Regents as provided in UWS 11.07 and 11.10.

109.08 Dismissal for Cause for Fixed-term or Probationary Academic Staff Appointments
A member of the academic staff holding a probationary appointment or a member of the academic staff holding a fixed-term appointment and having completed an initial specified period of time as provided for in UWM 104.02, may be dismissed prior to the end of the contract term only for just cause. Such dismissal shall proceed under UWS 11.11. If the dean or division head's dismissal decision is appealed, the proceeding shall be conducted in accordance with UWM 109.02-109.07.
UWM Chapter 110 LAY OFF OF ACADEMIC STAFF FOR REASONS OF BUDGET OR PROGRAM

110.01 General
As provided in UWS 12.01, budget or program decisions which may result in the lay off of academic staff members shall be discussed by the Chancellor with the Academic Staff Committee. This consultation is for informational purposes and shall be held at least three months prior to the implementation of the lay off decision.

110.02 Time Limitations
The time limits stated in UWS 12.05 as a specified number of days shall be considered to be working days under these policies and procedures.

110.03 Definition
Lay off is the suspension of an academic staff member's employment by the University of Wisconsin - Milwaukee during the appointment period for reasons of budget or program (See UWS 12.01 and 12.02).

110.04 Seniority Policy for Lay Off Decisions
Pursuant to UWS 12.03, lay offs of academic staff members with indefinite, probationary or fixed-term appointments shall follow seniority as defined in this section. Seniority shall be calculated in terms of years, months, and days of service as a member of the academic staff, tenure track faculty, or state classified service at the University of Wisconsin - Milwaukee including approved leaves of absence. Appointments of totaling less than 50% percent time, limited term appointments (LTE) or of employees in training shall not accrue seniority. For academic staff members on limited title appointments, seniority shall accumulate in the concurrent academic staff appointment.

110.05 Order of Lay Offs for Academic Staff Members with Fixed-term, Probationary, and Indefinite Appointments
If lay offs occur within an operational area and the academic staff members involved do the same or similar work, fixed-term appointees shall be laid off before probationary appointees and probationary appointees shall be laid off before indefinite appointees. Seniority shall determine the order of lay off within each type of appointment. Exceptions to the order of lay off as defined in this section shall be recommended to the Chancellor by the dean or division head only to maintain specific expertise or to maintain previously approved Affirmative Action goals and established objectives within the operational area defined in UWM 104.05. The Chancellor shall solicit advice of the Academic Staff Committee prior to the decision on exceptions. Such advice shall be given within 20 working days of receipt of the Chancellor's request.

110.06 Review and Hearing for Lay Off Decisions--Indefinite, Probationary and Fixed-term Academic Staff Appointments
Academic staff members with fixed-term, probationary, or indefinite appointments shall be given notice in accordance with UWS 12.03 and UWM Chapter 108. An academic staff member who has been given a written notice of lay off may request a hearing regarding that decision in accordance with the UWS 12.05 and 12.06. The request for a hearing shall not delay a lay off. The hearing shall proceed under UWS 12.04-12.06 and UWM Chapter 110.

110.07 Hearing Body
The Hearing and Appeals Committee shall serve as the hearing body as provided in UWS 12.04. On the motion of either party, the Hearing and Appeals Committee may disqualify any one of its members for cause by a majority vote. If any of the members of this hearing body disqualify themselves or are disqualified the hearing body shall select by majority vote, an equal number of replacements from the list established in Article I, Section 2(F) of the Hearing and Appeals Committee Bylaws.
110.08 Legal Counsel
The Chancellor shall provide legal counsel and other assistance for the hearing body as provided in UWS 12.05 (3) (b).

110.09 Hearing
The hearing shall proceed in accordance with UWS 12.05.

110.10 Recommendations
The hearing body shall send to the Chancellor and to the academic staff member concerned, as soon as practicable after the conclusion of the hearing, a verbatim record of the testimony and a copy of its report, findings and recommendations. The Chancellor shall review the matter, decide whether the staff member should be laid off, and issue a written decision to the hearing body and academic staff member within 20 working days of receipt of the hearing body's recommendations. The Chancellor's decision is final unless the Board of Regents, upon request of an academic staff member with indefinite status, grants review based on the record per UWS 12.05, (4)(c)-(8).

110.11 Lay Off Conditions
Conditions governing the status of laid off academic staff members will be in accordance with UWS 12.07.

110.12 Alternative Employment and Financial Assistance
Alternative employment may be made available in accordance with UWS 12.08. UWM University of Wisconsin - Milwaukee shall devote its best efforts to providing financial assistance for indefinite academic staff members who are laid off. University of Wisconsin - Milwaukee will also to help them readapt to positions within the operational area or another operational area, if such adaptation is feasible within one year of the lay off date.

110.13 Reappointment Rights
A laid off academic staff member shall have reappointment rights pursuant to UWS 12.09. Within an operational area in which more than one academic staff member has been laid off, the order of recall shall be indefinite, probationary, and fixed-term appointees. The senior appointees within each type of appointment shall be recalled first in order of seniority.

110.14 Retention of Salary
Academic staff members reappointed to a position with reasonably comparable duties (i.e. the same salary range of the UW System Academic Staff Title and Compensation Plan) shall be paid at least salary equal to the salary to that in effect at the time of lay off plus the annual across-the-board adjustment(s) for academic staff that have accrued during the staff member’s lay off on the UWM University of Wisconsin - Milwaukee Campus.

110.15 Rights of Academic Staff Members on Lay Off
Laid off academic staff members have rights as defined in UWS 12.11. These rights include the same privileges accorded an employed academic staff member concerning the use of UWM University of Wisconsin - Milwaukee facilities and use of office space if available.
UWM Chapter 111 COMPLAINTS

111.01 Definition
A complaint is an allegation filed under the provisions of UWS 13 related to the conduct of an academic staff member that is not serious enough to warrant dismissal proceedings.

111.02 Validity of Complaints
A complaint shall be valid only if the conduct is related to University rules and policies or the academic staff member's assigned responsibilities, and if it is signed by the complainant. This chapter shall not abridge rights which are protected by the U.S. Constitution, and other federal and state laws. When signed complaints are filed with a dean, division head, or the Chancellor, he or she shall seek to resolve the complaint informally. If the complaint cannot be satisfactorily resolved, the dean, division head, or the Chancellor shall direct the complaint to the Academic Staff Hearing and Appeals Committee. The Hearing and Appeals Committee shall investigate where it determines the complaint to be related to University rules and policies or the academic staff member's assigned responsibilities.

111.03 Hearing of Complaints
The Hearing and Appeals Committee shall investigate and, where deemed necessary, conduct a hearing on the allegation and then recommend to the Chancellor either a dismissal of the complaint or a resolution of the complaint. The Chancellor shall inform the academic staff member and the Hearing and Appeals Committee of his/her decision within fifteen (15) working days of receipt of the recommendation of the Hearing and Appeals Committee. The Chancellor’s decision is final and not further appealable.
112.01 Definition
A grievance is a **written allegation filed by an academic staff member in regard to a** claim of unfair, employment-related treatment **which an employee wishes to pursue with the appropriate university authorities.** Appeals of non-renewal, dismissal for cause, or layoff action must be handled under the applicable procedures in Chapter 106 (for non-renewal), 109 (for dismissal for cause), or 110 (for layoff action) and may not be handled as a grievance under this chapter.

112.02 Freedom from Reprisal
Academic staff members using the grievance procedure are guaranteed freedom from reprisal. Any action taken by the supervisor intended to harass the employee shall be considered a reprisal. Normal administrative prerogatives and procedures such as reassignment of duties or employee evaluation are not forms of reprisal unless intent of harassment can be substantiated by the academic staff member. An academic staff member who believes that reprisal is being threatened or effected may bring a statement of facts to the chairperson of the Academic Staff Hearing and Appeals Committee who will investigate the situation within ten (10) working days, and report the findings with a recommendation to the Chancellor. The Chancellor will act upon this recommendation within ten (10) working days of receipt.

112.03 Right of Representation
An academic staff grievant or group of academic staff grievants may authorize an agent to represent and assist them. This agent shall not have any rights not possessed by the principal(s) in the grievance process. Members of the Academic Staff Hearing and Appeals Committee shall not serve as authorized agents in a grievance.

112.04 Grievance Procedure
Within the fifteen working day period as outlined in step one and prior to reducing a grievance to writing, an academic staff member should make every effort to settle the problem through discussion with the immediate supervisor without delay. At the request of either party, an impartial mediator who is not a member of the Hearing and Appeals or Academic Staff Committee shall be appointed by the chairperson of the Hearing and Appeals Committee to attempt an informal resolution of the problem. If this proves unsatisfactory, the grievant may file a written grievance. A reasonable amount of work time shall be provided for an academic staff member and the representative, if any, without loss of pay, in processing the grievance. This time off shall be arranged with the appropriate supervisor. Disputes related to time off shall be resolved by the Dean or Division Head upon written request by either the employee or the supervisor. Any step in the grievance process may be bypassed by the written agreement of both parties that the grievance is not resolvable at that level.

112.04 (a) Informal Resolution
At the time that an academic staff member believes he/she has been treated in an unfair manner, he/she should make every effort to settle the problem through discussion with the immediate supervisor without delay. At the request of either party, an impartial mediator who is not a member of the Hearing and Appeals or Academic Staff Committee shall be appointed by the chairperson of the Hearing and Appeals Committee to attempt an informal resolution of the problem. If this proves unsatisfactory, the academic staff member may file a formal written grievance. Any step in the grievance process may be bypassed by the written agreement of both parties that the grievance is not resolvable at that level.

112.04 (b) Formal Grievance Procedure
(1) Step One. An academic staff member shall **first** present the grievance in writing to the immediate supervisor. The written grievance shall be filed within 15 working days from the time when the academic staff member knew or could reasonably **be** expected to **have** known of the circumstances giving rise to the grievance alleged cause. All reasonable
effort shall be made to settle the grievance at this level. The supervisor shall schedule a conference with the academic staff member and the representative as stated in 112.03, if any, within five working days of receipt of the grievance. A written response to the grievance shall be provided to the grievant within five working days of the conference. Initiation of the informal procedure described in 112.04(a) within the 15 working day period will extend the deadline for initiating the grievance to 30 working days from the time the academic staff member knew or could reasonably be expected to have known of the circumstances giving rise to the grievance.

(2) Step Two. If the academic staff member is dissatisfied with the results of the first step, he/she may appeal that result in writing to the next appropriate administrative level. This shall be done within ten working days of receiving the written response. The Step Two procedure shall be the same as that outlined in Step One with regard to a conference for the grievant and the time limit on response. This step is not utilized where the dean or division head is the next level of authority in which case Step Three is appropriate.

(3) Step Three. If the academic staff member is dissatisfied with the results of the prior step, he/she may appeal that result in writing to the appropriate dean or division head. This shall be done within ten working days of receiving the written answer to the prior step. The Step Three procedure shall be the same as that outlined in Step One with regard to a conference for the grievant. A written response shall be issued within ten working days of the completion of the conference hearing.

(4) Step Four. If the academic staff member feels the case should receive further consideration, he/she may file a written appeal, including together with all previous grievance action material, with the Hearing and Appeals Committee. If the academic staff member feels the case should receive further consideration, this shall be done within ten working days of receiving the written response to the prior step. The Hearing and Appeals Committee shall hold a hearing under procedures established by the committee within ten working days of receipt of the grievance. Any member of the Hearing and Appeals Committee who has had any involvement in the issues of the grievance prior to Step Four shall be disqualified. If any of the Committee members disqualify themselves or are disqualified, the Committee shall select by majority vote an equal number of replacements from the list established in Article I, Section 2(F) of the Hearing and Appeals Committee Bylaws. A written recommendation shall be given to the Chancellor, by the Academic Staff Hearing and Appeals Committee with copies to all involved parties (including the grievant), within ten working days after hearings are completed. If the Chancellor wishes to modify the recommendation, the grievant and the committee shall be informed in writing within fifteen working days. All involved parties will be notified of the decision of the Chancellor, which is final. If the decision of the Chancellor has not been issued within fifteen working days, the recommendation of the Hearing and Appeals Committee becomes final, by the Chancellor of the decision reached. The Chancellor also shall give the Hearing and Appeals Committee a copy of the decision. The decision of the Chancellor is final and not further appealable.

112.05 Time Limits

Failure of the grievant to file to the next higher step within the prescribed time constitutes a termination of the grievance at that level. Failure of the supervisor to file an answer within the prescribed time automatically allows the grievant to proceed to the next step. Notwithstanding the above, the time limits of this section may be extended by written consent of both parties, or by written order of the Hearing and Appeals Committee.
UWM Chapter 113 REMUNERATED ACTIVITIES, OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST

113.01 Responsibilities of Academic Staff
Members of the academic staff are free to engage in outside activities, whether or not such activities are remunerative or related to their fields of academic interest or specialization. However, no member of the academic staff may engage in an outside activity if it conflicts with his or her public responsibilities to the University. Policies and procedures governing outside activities are designed to encourage appropriate participation by members of the academic staff in public service or outside activities related to their fields of academic interest or specialization while ensuring adequate attention to their responsibilities. Academic staff members may not be absent from their regular responsibilities, except as permitted by their supervisors under applicable personnel rules, and shall avoid a concentration of outside activities that is detrimental to the effective performance of their responsibilities.

113.02 Remunerated Activities
Whenever a member of the academic staff is offered and accepts University assignments that include remuneration, the payment for such services should take the form of an overload. Whenever the limit of overload payments precludes this arrangement, a temporary base salary adjustment shall be made for the duration of the additional assignment.

Upon the agreement of the supervisor and the affected academic staff member, a buyout of the individual’s time may occur. In that case, the funding credited to the academic staff member’s department shall be spent in consultation and coordination with the affected academic staff member.

113.023 Annual Reports of Outside Activities
(1) In accordance with UWS 8.025, academic staff members who are continuing and regular employees at UWM University of Wisconsin - Milwaukee, i.e. who hold probationary or indefinite appointments or who have held full time fixed-term appointments for three or more consecutive years are required to report annually, on or before April 30, the following outside activities:
   (a) associations with organizations, as defined in UWS 8.02(3) and (12), related to their fields of academic interest or specialization;
   (b) private remunerative relationships with nongovernmental sponsors of university research for which they serve as principal investigators; and
   (c) remunerative outside activities in their fields of academic interest or specialization, including but not limited to consulting, and indicate whether they earn for such activities $5,000 or more in a year from a single source.

(2) Reports required under this section shall be filed with the appropriate dean/division head on the forms provided. A copy of the report also shall be provided to the academic staff member's supervisor.

(3) The information in reports required under this section shall be submitted on a calendar year basis and shall describe outside activities occurring in the calendar year immediately preceding the April 30 deadline.

(4) If, during the year, significant changes in an academic staff member's reportable outside activities occur, the academic staff member shall immediately inform, in writing, his/her supervisor and the appropriate dean/division head. This information shall be placed on file with the academic staff member's annual report under this section.

113.034 Outside Activities Requiring Consultation
(1) The following types of outside activities may result in a material conflict of interest:
(a) activities required to be reported under UWS 8.025 and UWM 113.02(1);
(b) extensive or recurring outside activities accompanied by personal gain or paid consulting;
(c) service as staff or consultant to granting agencies;
(d) service as an expert witness in legal proceedings.

(2) An academic staff member contemplating an activity listed in paragraph (1) shall report the matter to and seek advice from his or her immediate supervisor before undertaking the activity. A report under this paragraph shall be in writing and shall include a description of the nature of the activity, the estimated time required for the activity, and whether remuneration is anticipated. An academic staff member shall not proceed with a contemplated outside activity until he or she has either received a response or the time limit has expired under paragraph (4).

(3) In situations where a novel or unique outside activity is contemplated, or where additional advice is necessary, either the academic staff member or his/her supervisor may request that the Academic Staff Committee, which functions as the Academic Staff Ethics Committee as specified in UWM 113.067, provide consultation and advice.

(4) A supervisor who receives a report under this section shall promptly respond to the involved academic staff member, indicating whether or not the contemplated outside activity should be permitted to proceed. If no response is provided within 15 days, the academic staff member may proceed with the activity. In the event there is a difference of opinion between the supervisor and the involved academic staff member as to the propriety of proceeding with the contemplated outside activity, the procedures under UWS 8.04 and UWM Chapter 112 may be invoked to resolve the problem.

113.045 Standards of Conduct
Academic staff are governed by the following standards of conduct from UWS 8.03:

(1) Personal gain from University position
   (a) No member of the academic staff shall, in a manner contrary to the interests of the University of Wisconsin System, use or attempt to use his/her public position or state property, including property leased by the state, to gain or attempt to gain anything of substantial value for the private benefit of the academic staff member, his/her immediate family, or any organization with which the academic staff member is associated.
   (b) No member of the academic staff shall solicit or accept from any person or organization anything of value pursuant to an expressed or implied understanding that his/her conduct of University business would be influenced thereby.
   (c) No member of the academic staff shall intentionally use or disclose confidential University information in any way that could result in the receipt of anything of value for him/herself, or his/her immediate family, or for any other person or organization with which the academic staff member is associated.

(2) Contracting and Leasing
   (a) No member of the academic staff, member of his/her immediate family, or any organization with which an academic staff member is associated shall enter into any contract or lease involving payments of $3,000 or more within a 12 month period, derived in whole or in part from University funds, if the academic staff member is in a position to approve or influence, in his or her official capacity, the University's decision to enter into the contract or lease. (b) If the academic staff member is not in a position to approve or influence the University's decision, the academic staff member may enter into a contract or lease described in paragraph (a) if the academic staff member first makes written disclosure of the nature of the extent of any relationship described in paragraph (a) to the dean, director, or other appropriate administrator and he/she approves. The dean, director or other appropriate administrator shall approve an academic staff member's interest in a lease or contract unless
he/she determines that the academic staff member's personal interest in the agreement conflicts substantially and materially with the academic staff member's discharge of his/her University responsibilities.

(3) **Nepotism**
(a) No member of the academic staff shall participate, formally or informally, in the decision to hire, retain, grant tenure to, promote, or determine the salary of a member of his/her immediate family.
(b) No member of the academic staff shall give preferential or favored treatment in the supervision or management of another academic staff member who is a member of his/her immediate family.

(4) **Student Research Protection**
A member of the academic staff shall inform students engaged in research under his/her supervision of any financial interest which the academic staff member has in the research activity, including, but not limited to, financial arrangements involved in the direct support of the activity, agreements made by the academic staff member to obtain data for the research, or agreements concerning copyright or patent rights arising from the research.

(5) **Waiver**
Upon written request and by action within a reasonable time of receipt thereof, the Board of Regents of the University of Wisconsin System may waive any provision of this section whenever its literal application would be adverse to the best interests of the University of Wisconsin System or would work an unreasonable hardship on a member of the academic staff.

113.056 Use of University Facilities, Services and Staff
University facilities, services, and staff are used for purposes of carrying out the functions of the University of Wisconsin as authorized by Chapter 36 of the Wisconsin Statutes and directed by the Board of Regents. Academic staff members shall not use University designated facilities, services, or staff in support of outside activities unless specifically authorized in writing by the appropriate dean/division head, based on a judgment that such activities contribute to and serve the University's purpose and that the use is consistent with State and Regent regulations.

113.067 Ethics Committee
The Academic Staff Committee shall serve as the Ethics Committee. It is responsible for providing any academic staff member or his/her supervisor with consultation and advice on the application of UWS 8 or UWM Chapter 113. Committee deliberations and actions upon requests for consultation and advice shall be in meetings not open to the public. Records obtained in connection with requests for consultation and advice shall be considered confidential University information. The Academic Staff Committee shall prepare annually a report containing summaries of any advice it has provided; however, such summaries shall not disclose the identities of the persons requesting advice. Reports prepared under this section shall be filed with the Secretary of the University.