**EMAIL DRAFT TO YOUR** **HR BUSINESS PARTNER FOR APPROVAL BEFORE ISSUING LETTER**

**NON-EXEMPT REHIRED ANNUITANT LETTER: RETIRED JULY 2, 2013 OR LATER**

[date]

[name and address]

Dear [name]:

On behalf of the [name of Department/Center], I am pleased to offer you an appointment as [title] (with the business title of [business title]) effective [start date] through [end date]. This [percentage]%-time appointment is a fixed-term terminal academic staff appointment. You will be compensated at a rate of $[hourly rate] per hour, based on the full-time [academic (nine-month) **OR** annual (twelve-month)] rate of $[salary]. The operational area of your appointment is the [operational area], and [name of supervisor] will be your supervisor.

The position you have been hired into is an academic staff non-exempt position. This position[, which may have been recruited as academic staff salaried (exempt from overtime),] will be academic staff non-exempt (paid hourly; overtime eligible) as a result of the changes made by the U.S. Department of Labor to the Fair Labor Standards Act (FLSA) (see <https://www.dol.gov/whd/overtime2019/>). The changes require positions exempt from overtime to be paid $35,568 annually.

Your new position is not included in a certified bargaining unit and is non-exempt under the Fair Labor Standards Act provision for overtime. Should your supervisor assign overtime hours, you will be paid at a premium rate or shall be credited with compensatory time off at a rate of 1.5 hours per hour worked for all hours worked in excess of 40 hours in a work week. At the discretion of the employer, compensatory time credits may be provided as payment for overtime. Such compensatory time credits received may be preserved, used or cashed out at the discretion of the employer.

This offer of employment is conditional pending the results of the criminal background check and reference check process that includes questions regarding sexual violence and sexual harassment. If the results are unacceptable, the offer will be withdrawn or, if you have started employment, your employment will be terminated.

The responsibilities of this position are described in the enclosed pvl # [pvl #].

*(Add this paragraph if in a position of trust with access to vulnerable populations)*

Your position has been identified as a position of trust with access to vulnerable populations. The UW-Madison requires that a criminal background check (CBC) be conducted [every four years on all current employees and volunteers who hold a position of trust with access to vulnerable populations] **OR** [two years on all current employees and volunteers who hold a position with precollege camps]. It is also required that all employees and volunteers with this access must self-report any criminal arrests, charges, or conviction (excluding misdemeanor traffic offenses punishable only by fine) to the divisional Background Check Coordinator [HR Business Partner]. This report must be made within twenty-four (24) hours or at the earliest possible opportunity. Please note that failure to make the required report would constitute a violation of this policy and may result in a disciplinary action, up to and including dismissal. These requirements are to safeguard the campus community for students, employees and visitors.

Because you retired *on or after* July 2, 2013, you are subject to the terms of Wisconsin Statute 40.22 regarding rehired annuitants. Under the state statute, your Wisconsin Retirement System (WRS) annuity will be suspended, and you will be required to be covered by the WRS if you are expected to work at least one year and at least 2/3 of what is considered full time for WRS purposes.

(*Add this paragraph if university staff appointment)*

For your position, this equates to 1,200 hours (58% appointment) in a 12-month period.

(*Add this paragraph if academic staff or limited on a 12-month appointment)*

For your position, this equates to a 42% appointment (880 hours) in a 12-month period.

(*Add this paragraph if academic staff or limited on a 9-month appointment)*

For your position, this equates to a 56% appointment (880 hours) in an academic year (including hours worked in summer), as well as the expectation of renewal beyond one academic year.

(*Choose appropriate paragraph below)*

[Because the terms of your appointment do not meet the criteria above, you will not be covered by WRS, and you can continue to receive your annuity. It is very important to note, however, that if the terms of your appointment change such that you meet the criteria above, you will be covered by WRS as an active employee, and your annuity will be suspended until you terminate employment. While the University will monitor the terms of your employment, it is ultimately your responsibility to ensure that you do not exceed the statutory limits in order to continue receiving your annuity.]

***OR***

[Because the terms of your appointment meet the criteria above, you will be covered by WRS, and you will no longer be able to receive your WRS annuity.]

You are also required to fill out the Rehired Annuitant Election form (<https://etf.wi.gov/publications/et2319/direct>), which is due at Employee Trust Funds within 7 days of your hire date.

If you have questions regarding your status as a rehired annuitant, contact the UW-Madison Benefits Services at 608-262-2257 or benefits@ohr.wisc.edu.

It is the policy of UW-Madison to provide reasonable accommodations for qualified individuals with disabilities. If you need a reasonable accommodation to perform the essential functions of your position, please contact [HR Manager], Divisional Disability Representative (DDR) at [HR Manager phone number] or [HR Manager email]. The DDR is the person authorized to receive and maintain confidential medical information in our College. More information can be found at the following website: <https://employeedisabilities.wisc.edu/>

Please refer to the Letter of Offer Attachment for additional terms of employment and information of which you need to be aware. By beginning your appointment/employment at the University, you agree to be bound by the terms of employment contained in this letter and the Letter of Offer Attachment. Your employment is contingent upon verification of your identity and work authorization within three days of your first day of employment as required by federal law. Please note that Section 1 of the Form I-9 must be completed electronically on or before your date of hire. Also see [name of I-9 coordinator] in the departmental office within three days to complete the I-9 form. Please refer to the attachment for a list of documents that you may use.

(*Add this paragraph if benefits eligible—remove if not needed)*

Important benefit information is available on the Office of Human Resources/Payroll and Benefits Services website at <https://hr.wisc.edu/benefits/>. Many University benefits have strict time limits to enroll, so you must see [name of benefits coordinator] in the departmental office as soon as possible to discuss your benefit options. Failure to do so could result in the loss of important benefits.

UW-Madison is committed to creating and maintaining a campus community that is free from sexual harassment and sexual violence. All employees are required to complete an online prevention education program called “Preventing Sexual Harassment and Sexual Violence at UW-Madison” within 30 days of a UW-Madison appointment. Additional information and a registration link for this training can be found at: <https://compliance.wisc.edu/titleix/employee-training/>. (If you are currently a student at UW-Madison and have already taken a similar training directed at students, you are not required to take this training.) Please note you will need your campus ID in order to register for the training.

All employees, faculty and staff are strongly encouraged to help make the University a drug-free workplace. You can do this by learning about substance abuse (its dangers and warning signs), encouraging others to avoid substance abuse, and getting help if you need it—either for yourself or for someone you are concerned about. Please review the “UW-Madison Compliance with the Drug-Free Schools & Communities Act”, which is provided to all employees as part of their orientation to the university community. This document can be found at: <https://alcoholanddruginfo.students.wisc.edu/dfsac-act/>.

UW-Madison prohibits discrimination against applicants, employees, students and visitors to campus who wish to participate in university programs or activities. Information about relevant law, policies, resources and complaint procedures and protected bases is available at: <http://www.oed.wisc.edu>.

I look forward to working with you. Please do not hesitate to call me if you have any questions about your appointment.

Sincerely,

[name of person signing letter]

[title of person signing letter]

Enclosures:

 Offer Letter Attachment with List of Acceptable Documents for I-9

Benefits Summary for [Faculty, Academic Staff and Limited Employees **OR** Short-Term Academic Staff **OR** University Staff] *(Remove if not benefits eligible)*

Position Vacancy # [pvl#]

xc: [name of any individuals to be copied]