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The University of Wisconsin-Madison

Campus Report



A Special Issue on the TAA Strike

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From University News and Publications
Service, Bascom Hall, Madison, Wisconsin

An Appeal

This is a University known around the world as a place where ideas win or lose on their merits. Decisions are reached at Wisconsin through free inquiry. We do not like restraints or coercion—external or internal.

Now, this process may be breached.

I am concerned what effects the action of the Teaching Assistants Association will have on the University and the educational process—in which we all have a stake.

Worthwhile TAA goals can be achieved through collective bargaining. They will not be reached by a strike which is contrary to the state law under which the TAA agreed to bargain. They will not be attained by depriving others of their right to teach or their right to learn.

A number of matters have been agreed to during prolonged bargaining from June until the TAA halted negotiations in January. The University is ready to continue discussions in an attempt to reach agreement.

We have been working toward a contract. There is a question whether this is the TAA goal. Its backers speak of bringing down the University so they can remake it.

How far is the administration willing to go to reach agreement?

I am sympathetic to the goals of the TAA to participate with the faculty in the improvement of the quality of education on the Madison campus. It was for that reason that I agreed voluntarily last spring to enter into a procedure under which the TAA could become the spokesmen for the teaching assistants and thereby insure effective discussion of such issues. In addition, I agreed to extend to the TAA bargaining rights similar to those that the Legislature had given civil service employees. In return, however, the TAA signed a document agreeing to be bound by rules governing bargaining by other state employees. These rules state that it is illegal

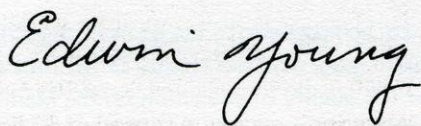
"To engage in, induce or encourage any state employees to engage in a strike, or a concerted refusal to work or perform their usual duties as an employee of the state."

I regret that the TAA is on the verge of breaking its commitments. I hope that it and individual teaching assistants will reconsider the strike decision and return to the conference table and bargain in good faith with the aim of reaching a settlement. A strike by the TAA is a violation of their agreement; it is a violation of the individual contracts of the teaching assistants. Its purpose is to force the University to bow to power, not to reason. I assure you we will not be intimidated by threats of force and will fulfill our commitments to the citizens of the state to maintain the programs of the University.

Further progress can be made, however, if the TAA returns to the bargaining table and attempts to resolve the remaining issues. I have suggested to the University negotiating team that they should explore additional possibilities of providing greater economic security for teaching assistants. For example, some departments may be able and willing to provide 3-year appointments. I will urge them to consider this possibility subject to safeguards providing for satisfactory performance.

The issues are not simple. They can be blurred by emotionalism and tension. This is one unfortunate aspect of strike action. Reason can be scrapped in the excitement of the hour.

A strike will accomplish nothing which could not be negotiated in collective bargaining. My hope is that the TAA leadership will reconsider.



Edwin Young
Chancellor

Student Evaluation of the TA

Students may have a role in evaluating the teaching performance of a TA, according to a proposal by the University bargaining team.

Students would be involved if: (1) the parties on a departmental level bargain to include students in the evaluation program; (2) participation is voluntary on the part of each student and the individual TA; and (3) the identity of each student is not divulged.

What's It All About?

By Neil Bucklew of the U.W. Bargaining Team

How did bargaining between TAA and the University begin?

On April 26, 1969, the University and the TAA entered into a Structure Agreement which resulted in the TAA becoming recognized as the exclusive bargaining agent for Madison teaching assistants. Normally, collective bargaining law would not apply to teaching assistants.

What is the April 26 Structure Agreement?

This is the original agreement to bargain modeled after Wisconsin labor law. The University and TAA agreed that while any problems might be discussed, certain demands were outside the scope of bargaining. The Wisconsin statutes clearly state that hiring standards and decisions are the responsibility of the employer. Wage levels and fringe benefits cannot be bargained. Workloads, grievance procedures and application of seniority rights are among the issues which can be bargained.

Is the TAA strike within the legal limits of the Structure Agreement?

No. According to the agreement, "the collective bargaining relationship between the parties shall be governed by the terms of the State Employment Labor Relations Act." Section 111.84 of this act states that it is a prohibited practice, "to engage in, induce or encourage any state employees to engage in a strike, or a concerted refusal to work or perform their usual duties as an employee of the state."

Why did collective bargaining stop?

In January, 1970, the University offered a contract proposal. The TAA refused this proposal and terminated negotiations.

What are the major issues?

The key issues are educational planning, terms of appointment, work loads, grievance and review procedures, and evaluations. These areas concern crucial principles difficult to resolve at the bargaining table.

How do TAA and University proposals regarding educational planning differ?

TAA proposes "decision-making power over educational planning." The University proposes participation in educational planning. Both parties state that terms of this proposal should be bargained at the departmental level. The University feels that the faculty must continue to decide what courses will be taught.

What does TAA propose regarding appointments?

TAA demands appointments lasting "the average length of time required to complete the highest degree offered in each department plus two years." A TA who took a voluntary leave of absence could demand reappointment on 90 days notice. A TA could demand, if a department's budget were cut, substitute support.

What are the implications of these demands?

Since many TAs are hired sight unseen, the result of these demands would be mail order tenure. These demands would deny other grad students their equally legitimate right to support and an opportunity to teach. The University proposes one year appointments and the establishment of written standards for the reappointment of TAs in each department.

How do University and TAA review procedure proposals differ?

The TAA proposes a Teaching Assistant Review Committee composed of one third undergraduates, one third TAs and one third faculty members. This committee would have the power to review appointments annually, to review new applications and to terminate appointments by a majority vote. The University proposes the establishment of a Teaching Assistant Appeals System. A teaching assistant not reappointed could appeal that decision to a board of five tenured faculty members.

What does TAA demand for married TAs?

TAA proposes dependency and housing allowances in addition to a TA's basic stipend. The University believes in the principle of equal pay for equal work. If the dependents of teaching assistants were state-supported,

all married students could legitimately claim the same support.

How much would the package of TAA proposals cost?

TAA estimates that its proposals would cost \$3.2 million. This \$3.2 million could not, as TAA has suggested, be taken from the \$5 million emergency fund of the Board on Government Operations. This fund is set aside specifically to cover enrollment changes.

Were the TAA to win its demands, who would pay?

Undergraduate students would pay in part. Non-resident undergraduate tuition is figured as 100% of undergraduate instructional costs. Resident undergraduates pay 22.5% of the same. If TAA costs go up, so does tuition.

How Do Pay Rates Compare?

Wages are outside the scope of TA bargaining under Wisconsin labor law, but the payment received by TAs is of interest to the University community.

The Structure Agreement developed a system for the University and the TAA to jointly consider stipends. This process was successful as the parties concurred in a stipend plan for 1970-1971. The new agreement on stipends places Wisconsin at the top in most TA categories at state-supported schools in the Big Ten. Because policies vary from school to school, rankings depend to some extent on which of several possible categories are used. Wisconsin's minimum stipend of \$3,555 for half-time work for the academic year is well above that of the next-highest school, Minnesota, which has a minimum of \$3,060.

In minimum total payments for TAs (stipend plus tuition remission, where applicable), Wisconsin ranks first for out-of-state TAs with \$5,155 and first for in-state TAs with \$3,555. As a rough calculation, out-of-state TAs at Wisconsin receive about \$7 an hour, in-state TAs about \$5 an hour.

For 1970-71, total remuneration of TAs (direct payments plus remissions of tuition) will be increased by 5.55%. The faculty will receive only \$4.88%.