AGREEMENT BETWEEN
THE UNIVERSITY OF WISCONSIN: MADISON CAMPUS
AND
THE TEACHING ASSISTANTS ASSOCIATION (TAA)

April 10, 1970 — September 1, 1971
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I. AGREEMENT

Article A. Scope And Duration Of The Agreement

Section 1. This agreement, made and entered into this 10th day of April, 1970, between the Madison Campus of the University of Wis-consin (hereinafter referred to as "The University") and the Teaching Assistants Association (hereinafter referred to as "the Union") in behalf of the Teaching Assistants of the Madison Campus of the University of Wisconsin. Such employees for the purpose of collective bargaining are represented by the Teaching Assistants Association as was determined on May 16, 1969, as a result of an election supervised by the Wisconsin Employment Relations Commission on May 15 and 16, 1969.

Section 2. This agreement will remain in effect until September 1, 1971. The parties agree that changes in this document will not be proposed by either party prior to April 14, 1971.

Article B. Supplementary Agreements

Section 1. Departmental bargaining shall occur only in those departments where the Union was chosen as the exclusive bargaining agent and only over those issues agreed to by the parties to be bargainsable at the department level.

Section 2. This campus-wide agreement takes precedence over departmental agreements where there is a conflict.

II. UNION–UNIVERSITY RELATIONS

Article A. Check-Off

Section 1. Beginning with the September, 1970 payroll, the University shall make the current monthly deduction of Union dues from the pay of any Union member who authorizes it to do so on a dues deduction authorization form. The terms governing these dues deductions shall be as specified in this labor agreement. By approximately the fifteenth of each month, the University shall furnish to the Union a list of all members participating in payroll deductions in the preceding month; their employee number; department; the amounts deducted from each member; and, a check payable to the Teaching Assistants Association (TAA) in the amount of the total dues collected from Union members.

Section 2. The Union shall provide dues deduction authorization forms of a design of the Union's choosing. The following minimum information shall be included on the form:

a) the last, first and middle name of the member,
b) the member's social security number,
c) the member's department,
d.) the member’s classification (TA, RA, PA, etc.),
e.) the date on which the monthly dues deduction is to become effective,
f.) the signature of the member,
g.) the date of signature,
h.) the amount to be deducted monthly, and
i.) the following terms for deduction:

“Effective __________, I hereby request and authorize the University of Wisconsin to deduct from my salary each month the current Union dues. The monthly amount of Union dues shall be determined as Union general membership policy and the University shall be so notified. The amounts deducted will apply as paid Union dues, and authorization shall remain valid in any academic year in which I am an employee of the University of Wisconsin or until I give thirty (30) days written notice to terminate said deductions at the end of any academic year.”

Section 3. The terms specified in Section 2 (i) above shall prevail in the deduction of dues for any Union member.

Section 4. The terms specified in the University memorandum entitled “T.A.A. Union Dues Deduction Procedure,” dated July 24, 1969 shall prevail in the deduction of dues for any Union member unless superseded by any of the provisions of this Article.

Article B. Communications

Section 1. The Union shall be provided adequate bulletin board space in each department of the University for the purpose of posting notices and other material relating to Union activities. The bulletin boards allocated shall be identified with the name of the Union and only a designated representative of the Union shall have authority to post material on the bulletin board.

Section 2. The University will provide the Union with mailing labels at no expense other than the cost of the labels themselves.

Article C. Individual Meetings

This agreement shall not be construed to prevent any University official from meeting with Teaching Assistants for the purpose of hearing views and proposals. However, if matters subject to collective bargaining are discussed at such meetings any changes or modifications in existing policies and procedures shall be made only through negotiations with the Union. The parties undertake to apprise their respective employees of the rights and obligations granted and imposed by the collective contract of the parties.

Article D. No Interference With Union Meetings

Upon a minimum of 24 hours notice of a Union membership meeting to the office of the Chancellor or a department, no new meetings involving Teaching Assistants in their capacity as Teaching Assistants shall be subsequently scheduled at the same time by any such office so notified. For purposes of this section, any meetings scheduled within a department (as by an intradepartmental committee; or by an individual faculty member) shall be considered to have been scheduled by the departmental office and any meeting scheduled by the dean of a college shall be considered to have been scheduled by the office of the Chancellor.

Article E. Regular Monthly Meetings

Section 1. There shall be regular monthly meetings (September through May and July) scheduled between the Chancellor or his representative(s) and the officers of the Union. There shall be regular monthly meetings (September through May and July) scheduled between Department Chairmen or Associate Department Chairmen and Union Stewards in departments where the Union is the exclusive departmental bargaining agent and where ten (10) or more Teaching Assistants are employed. These meetings shall be for the purpose of discussing and resolving mutual problems of contract administration and of a general nature concerning the relationship between Teaching Assistants and the University. There shall be regular monthly meetings scheduled between Department Chairmen or Associate Department Chairmen and Union Stewards in other departments where ten (10) or more Teaching Assistants are employed for the purpose of discussing and resolving mutual problems of contract administration. No case shall the meetings be for the purpose of discussing specific grievances which may be subject to the grievance provisions of this labor agreement. The Chancellor or his representative(s) and the Union officers, and the Department Chairmen or Associate Department Chairmen and Union Stewards in departments with ten (10) or more Teaching Assistants shall immediately agree on a regular schedule of monthly meetings.

Section 2. In departments with fewer than ten (10) Teaching Assistants, meetings for the purposes noted in Section 1 shall be scheduled at a mutually convenient time between the Department Chairman or Associate Department Chairman and Union Stewards at the request of either party.

Section 3. In addition to the regularly scheduled monthly meetings, special meetings for the purposes noted in Section 1 at either the University-wide or Departmental level or both shall be scheduled at a mutually convenient time at the request of either party.
III. HUMAN AND INDIVIDUAL RIGHTS

Article A. Anti-Discrimination

Section 1. The University shall not discriminate against Teaching Assistants or applicants for Teaching Assistant jobs because of sex, race, creed, color, national origin, union affiliation or political affiliation or belief.

Section 2. The University and the Union make a mutual pledge that each will develop affirmative programs to end that discrimination in hiring, admission and educational policies because of sex, race, ethnic or economic background will be forever eliminated from the University of Wisconsin. Any dispute arising under this section shall not be subject to the grievance and arbitration provision of this agreement.

Article B. Fair And Equitable Treatment

The University reaffirms its practice of treating Teaching Assistants fairly and equitably.

Article C. Fair Representation

The Union will fairly represent all members of the bargaining unit in the administration of this agreement.

IV. EDUCATIONAL PLANNING

It is in the interest of the University community to ensure that there are mechanisms in each Department that give students and Teaching Assistants an opportunity to participate in a meaningful way in educational planning. Such departmental mechanisms shall be developed by the faculty of each department on the Madison campus in collaboration with the students and Teaching Assistants involved in the courses offered by that department. Such mechanisms, however, shall not infringe upon the ultimate responsibility of the faculty for curriculum and course conduct.

V. JOB RIGHTS

Article A. Appointments

Section 1. Graduate students accepting initial appointments as Teaching Assistants shall be guaranteed support at the level specified in the initial letter of appointment for the number of consecutive academic years as noted in Table I below and subject to the conditions of appointment noted below and other provisions of this article.

Table I

<table>
<thead>
<tr>
<th>Year of Graduate Study in Which Term of Appointment Commences</th>
<th>Number of Years of Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>4</td>
</tr>
<tr>
<td>2nd - 4th</td>
<td>3 **</td>
</tr>
</tbody>
</table>

*A graduate student who receives his first financial support when he has a Masters degree but no additional graduate credits shall be placed at the second level of this table.

**Guarantee of years of support shall include support granted such as a fellow, R.A., F.A., or trainee prior to receipt of a teaching assistantship.

Students in their fifth and further year of graduate study may be offered support on a yearly basis without being counted as a limited term appointment in Section 2.

An appointment under this article is subject to the following conditions of appointment as well as other provisions of this article:

1. The appointment shall be subject to termination at the end of a probationary period of one academic year provided only that written notice of termination, stating the reasons therefor, shall be given to the Teaching Assistant no later than February 15 of that year. This decision to terminate is not subject to the grievance procedure. However, a Teaching Assistant whose appointment is terminated during the probationary period and who alleges that the stated reasons for termination are wholly inappropriate as a basis for decision or that they are wholly without basis in fact shall, upon request be entitled to a hearing on such allegations before the appropriate college dean.

2. Continued financial support shall be contingent upon satisfactory progress as a graduate student in the department in which the appointment was made and upon satisfactory teaching performance. Satisfactory progress as a graduate student shall be judged by the department's written statement of criteria in effect at the time the initial offer of appointment was made. Each appointee shall be given a copy of the criteria at the time the appointment is offered. Such written criteria shall be developed in each department by February 1, 1971. If no written criteria were in effect at the time of the initial offer of appointment, satisfactory progress shall be judged by the written criteria developed by the department pursuant to the preceding sentence.
3. An appointment as a Research Assistant, a Project Assistant, a Teaching Assistant, or Fellow, at the same fraction of full-time as the initial appointment as a Teaching Assistant shall meet the requirement of assurances of financial support at a level equal to that of the initial appointment even though the exact dollar amount of the stipend may vary (e.g., a 1/2 time R.A. appointment shall be considered equal to a 1/2 time T.A. appointment for this purpose).

Section 2. Departments may offer limited term appointments for one semester or more if fluctuations in workload require the appointment of additional Teaching Assistants. However, all initial appointments accepted before June 15 to commence the following September shall be exeeded 25% of the Teaching Assistant appointments on the Madison Campus and shall not exceed 15% beginning September 1977 if practicable. In any event the percentage limitation shall be subject for negotiation at the expiration of this contract.

Section 3. A Teaching Assistant holding an appointment during academic year 1969-70 shall have the same assurance of support as if his initial appointment had been under the terms of this agreement.

Section 4. A Teaching Assistant who leaves his job as a Teaching Assistant to accept another form of University financial support does not relinquish the right to financial support guaranteed him by this article.

Article B. Evaluations

Section 1. Each department shall establish a system of evaluating the teaching performance of Teaching Assistants. Each system shall include at least the following types of input concerning such performance:

1. A program assuring the opportunity for individual student evaluation of the teaching performance of a Teaching Assistant in a course in which the student is enrolled. Such a program shall be conducted in manner to assure anonymity of each student who chooses to participate. The form and content of a student evaluation program shall be predetermined at the departmental level.

2. A program assuring faculty evaluation of the teaching performance of each teaching assistant in the department. Such evaluations shall be in writing with a copy of the evaluation given the Teaching Assistant.

Section 2. A Teaching Assistant Review Committee shall be established in each department to conduct a review during the second semester of a Teaching Assistant's appointment and annually thereafter of each Teaching Assistant's performance of his or her teaching duties and teaching ability in the department in which the committee has jurisdiction.

The Committee shall consist of one-third Teaching Assistants in the department, one-third undergraduate students who are majors in the department, and one-third faculty in the department. Selection shall be by the respective constituents.

The Committee shall include in their consideration evaluations made under Section 1 above. The results of the Committee's review shall be reduced to writing and a copy given to the teaching Assistant. A discussion of the Committee's conclusions will be held at the request of the teaching Assistant.

Section 3. The University agrees to discontinue the teaching appointment of any incompetent Teaching Assistant, subject however to the provisions of the discharge and discipline clauses.

Section 4. A Teaching Assistant shall be given 24 hours notice prior to any faculty visitation for the purpose of evaluating his or her teaching.

Article C. Open Decisions

Section 1. All evaluations of a Teaching Assistant's teaching or other work activities shall be placed in writing and a copy provided to the individual Teaching Assistant within ten (10) days after being composed.

Section 2. A Teaching Assistant shall have the right to respond in writing to any written material or evaluation made of him or her. A copy of which must be placed in the Teaching Assistant's file.

Section 3. No written material shall be used in any action adversely affecting the employment status of an individual Teaching Assistant unless a copy has been provided to the individual Teaching Assistant within ten (10) days after being composed.

Article D. Seniority

Section 1. For the purposes of this Agreement, seniority shall be defined in semester-units of teaching experience as a Teaching Assistant in the University of Wisconsin system; or as a teacher or graduate teaching assistant in an accredited university or college; or a teacher in a high school, vocational school, technical school, or community college; or any comparable experience in a foreign school system.

One semester-unit of seniority shall be granted to a Teaching Assistant who has taught one full semester of a two-semester academic year in a capacity defined above. Two-thirds of a semester-unit of seniority shall be granted to a Teaching Assistant who has taught one full tri-semester third of a three-semester academic year in a capacity defined above. Two-thirds of a semester-unit of seniority shall be granted to a Teaching Assistant who has taught one full summer session in a capacity defined above.
Section 2. There shall be two classifications of Teaching Assistants based on seniority:

(1) An inexperienced Teaching Assistant,
(2) An experienced Teaching Assistant.

An inexperienced Teaching Assistant shall be a Teaching Assistant with less than one and two-thirds (1-2/3) semester-units of seniority. An experienced Teaching Assistant shall be a Teaching Assistant with one and two-thirds (1-2/3) or more semester-units of seniority.

Experienced Teaching Assistants as defined above, shall be remunerated at the "experienced Teaching Assistant" pay scale set by the Regents of the University of Wisconsin. Changes of pay rate from "unexperienced Teaching Assistant" pay scale to "experienced Teaching Assistant" pay scale shall be effective only at the beginning of the semester following a change in eligibility as outlined above. Where it is discovered that an experienced Teaching Assistant has been paid at the inexperienced Teaching Assistant rate he shall receive experience retroactive to the beginning of the appropriate semester.

Article E. Speed-Ups

No Teaching Assistant shall be subjected to a speed-up in the teaching duties assigned to him or her.

Article F. Transfers

A Teaching Assistant not satisfied with his or her course assignment may request in writing a transfer from the department chairman. This request shall indicate the reasons for the desired transfer. If the request is not allowed, the department chairman shall reply in writing, outlining the reasons for such a decision.

Article G. Workload

Section 1. All Teaching Assistant appointments with the exception of the limited term appointments specified in the Appointments Article shall be for at least one-third time Teaching Assistant rate averaged over the academic year or the closest approximation permitted by the structure of the course hours in a department unless other arrangements are agreed upon.

The requirement may be met by any combination of appointments as a Teaching Assistant, Research Assistant, Project Assistant, Fellow or Trainee for which the total level of support equals or exceeds one-third time Teaching Assistant appointment. Effective September 1972, the minimum appointment shall be 1/2 time if practicable. In any event, the minimum appointment shall be a subject for negotiations upon the expiration of the agreement.

Section 3. Any Teaching Assistant whose letter of appointment for 1969-70 offered him a 1/3 to 1/2 time appointment and who is entitled to reappointment under this agreement shall continue at the same rate unless otherwise agreed between the department and the affected Teaching Assistant.

Section 3. Classes taught by Teaching Assistants shall be limited in size to an average of 15 within any course with a maximum permitted size of 24. Deviations from this requirement may be negotiated at the departmental level. Class sizes will be calculated at the end of the third week of classes. Laboratory sections are not to be governed by this provision. The number of students in such sections shall be determined by appropriate use of facilities.

Section 4. The satisfactory performance of duties assigned in any department to a Teaching Assistant who is appointed at a half-time stipend shall not require an effort exceeding an average of 20 hours work per week.

When the fraction of full-time for which a Teaching Assistant is appointed is different from half-time, the duties assigned shall require for their satisfactory performance an average number of actual hours per week that bears the same relationship to 20 hours that the fraction of a full-time stipend for which the appointment is made bears to a half-time stipend.

Article H. Work Surroundings

Section 1. In departments where the Union is the exclusive bargaining agent, the department upon request of the Union shall bargain on such matters as space, equipment, supplies and supporting services.

Section 2. No department is required to agree to any demand that cannot be met within the limitations of its resources of space, budgeted funds, and personnel at the time the bargaining takes place, but this limitation shall not preclude any joint request from the department and the Union to higher administrative levels for additional resources.

Section 3. Although externally imposed limitations on the University's funds, physical facilities, and personnel preclude the establishment of fixed standards on certain matters covered by this section, it is nevertheless agreed that the following goals should be reached or approached as soon as possible:

a. Each Teaching Assistant should be provided with office space equivalent to a fraction of the average square footage of office space allocated to a full-time faculty member who teaches on the Madison campus which is equal to the fraction of full-time service represented by the Teaching Assistant's appointment.

b. Each Teaching Assistant should have the use of a desk. When sharing is necessary not more than two Teaching Assistants should be assigned to one desk.
Section 4. Step One - The grievance shall first be presented within a reasonable time orally or in writing to the supervising professor of the aggrieved Teaching Assistant(s). One week shall be allowed for the adjustment of the grievance at this level. The case shall be considered closed unless the grievance is appealed as provided in Step Two below.

Step Two - If the grievance is not satisfactorily adjusted under the provisions of Step One above, the grievance may be appealed by reducing it to writing and submitting it within two weeks to the Department Chairman. A conference shall be arranged promptly between the Teaching Assistant(s) and the Union's representative(s) and the department chairman or his representative in an effort to reach a satisfactory adjustment of the grievance. Two weeks shall be allowed for the adjustment at this level, by the end of which time the department chairman or his representative shall deliver a written response to the Teaching Assistant(s) and the Union. The case shall then be considered closed unless the grievance is appealed as provided in Step Three below.

Step Three - If the grievance is not satisfactorily adjusted under the provisions of Step Two above, the grievance may be appealed by reducing it to writing and submitting it within two weeks to the Chancellor. Conferences shall be arranged promptly between the Teaching Assistant(s) and the Union's representative(s) and the Chancellor or his representative in an effort to reach a settlement of the grievance. Two weeks shall be allowed for adjustment at this level, by the end of which time the Chancellor or his representative shall deliver a written response to the Teaching Assistant(s) and the Union. The case shall be considered closed unless the grievance is appealed as provided in Step Four below.

Step Four -

1. Any grievance failing of settlement in the first three steps of this grievance procedure shall be subject to final and binding arbitration at the insistence of either party.

2. The party initiating the arbitration shall so notify the other party in writing within two weeks of the conclusion of the third step. The grievance so stated by the parties in Step Three shall constitute the subject matter to be heard by the arbitrator.

3. The Wisconsin Employment Relations Commission shall appoint an arbitrator from its staff to handle the first five arbitration cases in a calendar year unless the parties agree otherwise. All arbitrations in excess of this number shall be conducted by an arbitrator chosen according to Rule 4 below.

4. The parties shall meet upon notice of the intent to arbitrate, and will attempt to agree upon an arbitrator. If the parties are unable to agree on an impartial arbitrator within a five (5) working day period, the parties or party acting jointly or separately

VI. PROCEDURAL RIGHTS

Article A. Grievance And Arbitration

Section 1. A grievance is defined as a dispute between the parties involving an alleged violation or misapplication of a specific provision of this agreement, including the provision of a supplementary agreement.

Section 2. A Teaching Assistant or group of Teaching Assistants may consult with union representatives during working hours to file a grievance. Every effort shall be made to avoid the necessity of holding grievances during scheduled class hours.

Section 3. The parties may agree to modify the time limits in any step of the grievance procedure. The parties may agree to combine steps of the procedure or to begin the process at a level other than Step One.

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shall request the Wisconsin Employment Relations Commission to submit a panel of five (5) arbitrators names, none of whom shall be connected with the University of Wisconsin unless otherwise agreed. To select an arbitrator from the panel the parties shall alternately strike one name, with the last remaining name becoming the arbitrator. The first strike shall be determined by a flip of a coin. The cost of the arbitrator and the expenses of the hearing including a court reporter, if requested by either party, will be shared equally by the parties.

Article B. Discharge And Discipline

Section 1. No Teaching Assistant shall be discharged except for just and sufficient cause.

Section 2. At the time a Teaching Assistant is disciplined or discharged, he shall be given a written statement of the reasons therefor by the Chairman of the Department in which he is employed.

Section 3. Upon receipt of the written statement, the Teaching Assistant shall have immediate recourse to the grievance procedure contained in this agreement.

Section 4. In the event a discharged Teaching Assistant is relieved of his duties, he shall have the right to an immediate hearing before an arbitrator. The arbitrator shall issue an order reinstating the Teaching Assistant to his teaching position pending the final outcome of the case unless the University shows that the continued performance of his duties will seriously interfere with the educational function of the class. In any event, the Teaching Assistant will continue on the payroll until the final determination of the arbitrator, or the termination of his appointment, whichever is sooner.

Article C. Work Rules

The University agrees that any work rules it may establish will be reasonable and will be forwarded to the Union. These work rules will be interpreted and applied uniformly to all Teaching Assistants under like circumstances. The University agrees that the provisions of this labor agreement shall supersede any work rules wherever the work rule conflicts with any provision of this agreement.

VII. HEALTH AND SICKNESS

Article A. Health Plan

Section 1. The University will request the Board on Governmental Operations (BOGO) to provide funding for the following health plan:

A mutually agreed on health plan with coverage equal to that of the group hospitalization and surgical-medical protection for State of Wisconsin employees with an employer contribution equal to that in effect for the classified employees of the University.

Section 2. Pending approval of this program the University agrees to include the non-student spouses of Teaching Assistants in the student health and hospitalization program at no cost to the Teaching Assistants or spouses. The University also agrees to provide outpatient maternity services for the wives of Teaching Assistants and to the extent possible, outpatient pediatric services without cost to the Teaching Assistants.

Section 3. In any event, the University shall request and recommend to the legislature that the health plan presented to BOGO shall be fully funded as soon as possible.

Article A. Sick Leave

Section 1. Teaching Assistants may use sick leave with pay for personal illness or bodily injury which renders the Teaching Assistant unable to perform assigned duties. When the illness or injury requires a Teaching Assistant to absent himself from the classroom he or she shall attempt to arrange for a substitute Teaching Assistant or make other arrangements for meeting this obligation that are acceptable to the department. If the Teaching Assistant is unable to find a substitute or make satisfactory arrangements, he or she will contact the department to this effect and the department will make the necessary arrangements.

Section 2. The department may require a medical certificate or verification in any case involving absence for more than one week.

VIII. REPRISALS

Article A. No Retaliation

No Teaching Assistant shall suffer any retaliation as a Teaching Assistant because of his involvement in the University-Union dispute.

Article B. Memorandum of Understanding (Not Subject to Contract Enforcement)

A Teaching Assistant is assured by Agreement clause on No Retaliation that he will not be discriminated against in his employment role because of his involvement in the U-W-ATA dispute. The University is equally concerned that in his role as a graduate student he not face any discrimination because of such involvement.

It is also the concern of the University that Research Assistants, Project Assistants, Fellows, Trainees and other students do not face any such discrimination.
The intent of this letter is to pledge the good offices of the University to this end. Any student who alleges such discrimination should bring this matter to the attention of his professor or, if he prefers, to his department chairman. If satisfaction is not reached at this level the affected student may present this issue to the Chancellor's Office. The Chancellor will use his good offices to resolve any such cases of alleged discrimination.

IX. ANTI-DEMOCRATIC, ANTI-UNION CLAUSES

Article A. No Strikes

Section 1. The Union agrees that neither it, its officers, agents, representatives, or members, will engage in any strike or other concerted stoppage of work by Teaching Assistants, and any concerted slowdown or other concerted interruption of operations or services by Teaching Assistants.

Section 2. The Union agrees that the University has the right to deal with any such strike activity by:
1. Imposing discipline, including discharge or suspension without pay.
2. Seeking any appropriate legal remedies against the Union or the Teaching Assistants involved including but not limited to injunctive relief or damages.

Section 3. This clause is not subject to the arbitration provisions of this agreement but shall be enforced by the ordinary processes of law.

Article B. University Governance

Except as otherwise provided herein, the Regents, faculty and administration shall continue to have the same rights to govern the University as they have traditionally exercised.

Signed and dated at Madison, Wisconsin this 17th day of April, 1970.

For the University:

[Signatures]

For the AAUP:

[Signatures]