

This document was originally created by members of both the Independent Thinkers Collective and Students Against Duke Unionization, as preparation for the pro-union/anti-union debate that took place in winter 2016. It is a shorter version of our views on various questions, and is organized according to the debate topics of discussion. For more details and more references see “Detailed Reasons To Avoid A Grad Student Union”

Question 1: What would be the pros and cons of having a union (such as SEIU) involved with contract negotiations and of having a collective bargaining unit?

There are a number of issues associated with having SEIU involved in negotiations:

- (1) First, SEIU has never previously represented graduate students and lacks understanding of how grad school works. e.g. in the ongoing court proceedings, union lawyers argued that a mail-in ballot would be more effective than an on-campus ballot since most graduate students are not present on campus during the week
- (2) Second, Article 14 of SEIU’s constitution specifically gives SEIU the constitutional authority to merge us with any other workers it chooses into a “mega-local”; they have a long history of doing this, and in spite of what union advertisers will tell you, there is no guarantee we will avoid this fate. As part of a mega-local, we would not get to elect our own officers or decide specifically how to spend our dues money.

In general, having a collective bargaining unit for all Duke PhD students makes no sense because:

- Departments differ significantly from one another; we will either have a short contract that does not allow for differences between departments, or we will have an excessively long contract that micromanages aspects of all 70+ departments at Duke

It is for these reasons and many more that we believe it would be detrimental to have a union involved in contracts and bargaining .

Question 2: What is the range and types of fees that can be involved with a student union, how will this be impacted if students opt out of paying fees, and can this impact taxes?

- The union can impose tax to support union activities (in particular, its political activities: note, this is above and beyond dues)
- Union dues, which is 1-2% of students per year (200-600 USD, potentially up to 750)
- From the SEIU constitution, Article, XV Section 6(a). " Effective January 1, 2016, for all members with annual earnings between \$5,500 and \$16,000, the minimum dues shall be equal to \$31.00 per month. " Note: these are minimum dues...our megalocal might add more. **\$31 per month is \$372 per year**
- Because of these fees above, as well as a tendency for tuition-associated fees to increase, three independent economic analyses demonstrate NO improvement in financial compensation
 - (i) Schenk, Tom Jr., "The effects of graduate-student unionization" (2007). *Retrospective Theses and Dissertations*. Paper 14882.
 - (ii) Rogers, S., Eaton, A. E., & Voos, P. B. (2014). Effects of unionization on graduate student employees: Faculty-student relations, academic freedom, and pay. *ILR Review*, 66(2), 487-510. doi: 10.1177/001979391306600208
 - (iii) Ehrenberg, Ronald, Daniel Klaff, Adam Kezsborn, and Matthew Nagowski. 2002. Collective bargaining in American higher education. Cornell Higher Education Research Institute Conference, Governance of Higher Education Institutions and Systems, June 4–5. Ithaca, NY.
 - (b) May no longer be FICA (about 2000 USD annually) exempt. We only keep this if we are still students. We could also lose student loan repayment delays if we are no longer considered students. This could be ultimately decided by Duke (SOURCE later in this document) i.e. more leverage on their side, less on the union's

Further details from the Schenck paper cited above:

Unions are historically ineffective for increasing pay/benefits

- Sometimes can raise stipends by as much as 8% for TAs, BUT this is countered by a **corresponding decrease in tuition benefits**: so OVERALL, "**unions do NOT increase the total compensation** (stipends + tuition remission) for teaching or research assistants."
- We already get pay raises ahead of inflation at Duke.
- Contractual unions are **NOT effective at bargaining for student health benefits** for both TAs and RAs
 - Note that students at Duke already have significantly above-average health benefits provided
- Unions tend to **increase intra-university wage variation**
- For more information, see Schenk, Tom Jr., "The effects of graduate-student unionization" (2007). *Retrospective Theses and Dissertations*. Paper 14882.

Question 3: Who oversees our current benefits and stipend negotiations, who would oversee negotiations for the first and subsequent union contracts, and how would the negotiating party be selected specifically?

- Duke communicates directly with the GPSC Financial Committee and the Young Trustees, which advocate for graduate student benefits.
- There are also department-specific avenues, which have resulted in specific improvements such as better childcare packages within the ECE department
- Duke already has a vested interested in creating benefits packages that attract the best students in the world. They have no motivation to suddenly start slashing benefits; students would simply stop coming here.
- Our benefits already exceed the benefits that many public unionized schools had to fight for, e.g. we get \$5,000 per year for childcare here, versus only \$3,600 at unionized UW. E.g. we also get a minimum of 7 months of paid maternity leave, versus only 7 DAYS at unionized UW
- With a union, all our current benefits would be subject to change, and it will become especially difficult to flexibly implement department-specific benefits as needed.
- [[Economic analysis by Schenck demonstrates that while stipends can initially increase, this is countered by a corresponding decrease in tuition remission so OVERALL, unions do not increase the total compensation.]]

Overall, negotiating a contract through SEIU has numerous disadvantages; our package is already one of the best in the world, and we have effective avenues established for improving it even further.

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OTHER NOTES

He also found unions be INEFFECTIVE in bargaining for student health care benefits; besides, Duke already has a platinum plan

With regards to dental insurance specifically, only half of companies offer dental to their employees, so it is by no means a standard benefit that employees should expect to have.⁸ In spite of this, Duke is actually currently working to finance dental insurance for its graduate students.)

Note about Duke health insurance: Duke SMIP continues to provide excellent benefits at a valuable cost. PLATINUM TIER RATING under the Affordable Care Act.

<https://studentaffairs.duke.edu/studenthealth/health-insurance/plan-benefits>

Duke mental health resources: Duke reach (dean on call, phone number of DGS and other administrators available), women’s center, CAPs appointment available within 1 week

Our current benefits are better than many unionized institutions:

	Duke University	Unionized School
Childcare subsidy for PhD students	\$5,000 per year per student for up to 3 years	UConn: establishes a fund, but does not specify how much each student will get UW: only up to \$3600 per year in subsidies
Childbirth and adoption	Minimum accommodation of 7 weeks	UW: 7 <u>DAYS</u> of paid leave, with 3

	paid leave for primary caregiver (non-primary care giver gets 1 week) and more by department (ECE has 6 months)	months of unpaid leave UConn: 6 weeks paid maternity leave (8 week is Caesarian). For adoptions, 3 weeks of parental leave.
Duke credit assistance programs	provide short term loans to PhD students \$2500 for 12 months at competitive rates	Unspecified in charts viewed
Emergency loan fund	short term, low-interest loans up to \$1000 for general expenses e.g. moving in	Unspecified in charts viewed
Sexual misconduct allegation process	clearly set out guideline for (1) contacting emergency services and (2) dealing with student internally confidentiality is promised. mental health support is also written in. specially trained panel considers the case. appeal is possible	“Sexual harassment policy must be prominently posted” (NYU)
Vacation time	Currently flexible	NYU contract specifies 2 weeks

UConn: <http://www.columbiagradsunion.org/wp-content/uploads/GEU-UAW-Local-6950-UConn-Before-and-After.pdf>

UW: <http://www.uaw4121.org/wp-content/uploads/2016/09/2016-9-12-Before-and-After-updated.pdf>

NYU: http://www.2110uaw.org/cbas/NYU_CBA_2015_2020.pdf or can be viewed at <http://www.makingabetternyu.org/gsocuaw/read-it/>

Additional References:

¹ GPSC Finance Committee: Discusses broader issues of finance and resource allocation both for the campus community as a whole and for GPSC specifically. (<https://gpsc.duke.edu/committees/>)

² Board of Trustees: Business and Finance Committee: The Business and Finance Committee is responsible for safeguarding and monitoring the University’s financial stability and long-term economic health. The Committee serves as the Board’s principal forum for the consideration of matters relating to the University’s business operations, administration, budgeting, financing, financial reporting, and financial reserves. On a regular basis the Committee provides the Board with complete financial overviews of the University and recommends policies and procedures governing the funding of yearly operational plans and the financing of long-term capital needs. (<https://gpsc.duke.edu/committees/bot-committees/>)

³ Young Trustee: The Young Trustee is a sitting member on the Duke University Board of Trustees. As a former, or current graduate and professional student at the University, the Young Trustee is in the unique position to provide graduate and professional student perspectives to the Board. Responsibilities of the Young Trustee include, but are not limited to, serving on the full Board in addition to 2 Board of Trustees Standing Committees. This entails reading all meeting materials in advance of meetings, traveling to Durham or other locations for meetings, engaging in discussion of meeting topics, submitting official votes on issues brought to the board, and maintaining the confidentiality of board business. Elected annually, the Young Trustee serves a two or three-year term. The term length alternates by year. The Young Trustee elected to begin their term in 2017 shall serve a two-year term. During the first year, the Young Trustee acts as a non-voting observer. During the second year, the Young Trustee is a full voting member. The position of Young Trustee is a privilege and an honor, both for the student elected and for the entire graduate and professional student body. (<https://gpsc.duke.edu/committees/young-trustees/>)

⁴ Stipend increases since 2005/06: <https://gradschool.duke.edu/sites/default/files/documents/student-support-benefits.pdf>

⁵ NLRA: <https://www.nlrb.gov/resources/national-labor-relations-act>

⁶ GPSC resolution to waive/eliminate continuation fees: (<http://gpsc.duke.edu/passed-resolutions/gpsc-resolution-2014-02-continuation-fees-with-press-release/>) As a side note about continuation fees, they are one of the key ways that graduate students can continue to be classified as “students” and thus the continuation fees help exempt graduate students from FICA taxes (which would come to roughly \$2000 per year for a typical grad student salary).

⁷ GPSC resolution on dental insurance: (<http://gpsc.duke.edu/passed-resolutions/gpsc-resolution-2015-01-dental-insurance/>)

Only half of employees in U.S. companies get dental insurance at all, so it is by no means a standard benefit:

<http://www.webmd.com/oral-health/features/dental-insurance#1>

Question 4: Is it possible for students to get a pay cut or pay raise negotiated now, without a union? Would that change with a union?

Yes, each year administrators from departments within each school meet to determine the cost-of-living increase and benefits package given to students. This has NEVER led to a decrease in stipend pay and has led to a benefits package which is one of the best in the country relative to the cost of living. Over the past seven years, graduate students have seen a 12.4% raise. Even right now, our stipend is projected to have a 2% raise each of the next two years. Since this is done each year, administrators have the flexibility to provide the maximum benefits to students, year in, year out, without having to forecast their financial circumstance years into the future. Furthermore, current schools and departments can provide benefits in terms of vacation days, travel/conference funding, and childcare, which fit the needs of each department specifically. With a union, individual departments would lose the ability to hear from and act on individual student concerns and all students would be subject to the rigidly defined contract negotiated by the union on behalf of all members of the bargaining unit. Furthermore, SEIU has a history of bargaining away its members benefits (concessionary bargaining), even when there isn't a compelling economic reason to do so.

SEIU: "But what about losing our gym membership?"

- Administration was informed that healthcare costs were going to increase; they needed to figure out how to fund the increased cost
- Looked at data: very few PhD students use the gym, therefore removing this benefit would affect the smallest number of students
- Decided to remove this in order to have extra money to fund the increased cost of healthcare benefits for grad students
- The administration didn't take away our gym membership; we took it away from ourselves by telling them that we weren't going to the gym. They made a responsible financial decision regarding the most intelligent way to continue to fund our health care plan
- Sent a very clear, open email explaining what they were doing in order to fund our health care

Additional References

Note that Duke has given 2 - 3% raises in the past, and is projecting to give 2% raises in stipends for the next two academic years : https://gradschool.duke.edu/sites/default/files/documents/tuition_fees_stipend_schedule_academic_year_2016-17.pdf
Over the past 7 years alone, graduate students have seen about a 12.4% raise, or on average, a 1.78% raise per year:
https://gradschool.duke.edu/sites/default/files/documents/tuition_fees_stipend_schedule_academic_year_2014-15.pdf
<http://www.wendychao.com/science/stipends/2009-10.html>

Question 5: What means do graduate students currently have to change a policy or submit grievances and what are the strengths/weaknesses to this approach? How could this change with unionization?

- Graduate students currently approach faculty, professional advocacy groups, and deans; policy changes and grievances are approached at the relevant level.
- We do not believe unionization will improve the grievance procedures at Duke.
- In multiple union contracts, including NYU's, there is only one line about sexual harassment: "The University's Sexual Harassment Policy will be prominently posted." That's it.
- Of important note, if harassment charges are filed against another student or faculty who are members of the union, **the union will be required to represent both the perpetrator and the victim**, which is significant conflict of interest in settling harassment cases.
- Unions themselves can also be perpetrators of harassment. SEIU has over 146 cases filed against them for harassment, as well as 169 cases filed against them for threatening statements (https://www.unionfacts.com/union/Service_Employees#ulp-tab)
- Union contracts typically require that grievances be filed *directly* with the union; the process is often so difficult some report not filing grievances, and failing to follow their specified timeline can, quote, "render the grievance ineligible for further processing"

Overall, the procedures in place at Duke are constantly being improved, and a union is likely to cause more problems with grievances than it solves.

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- Duke's 2016 report on the Task Force on Bias and Hate Issues states that "the survey reveals an overall decline in [...] dissatisfaction [meaning increased satisfaction] between 2003 and 2014" (page 18)

SEIU Response: "The Report of the Task Force on Bias and Hate and the Report of the Faculty Task Force on Diversity determined that the Office of Institutional Equity and/or Student Affairs are not effective in addressing complaints of harassment and discrimination. Both reports also recommended a formal review of the Office of Institutional Equity and/or Student Affairs by an external agency."

Our Response: First of all, the entire purpose of these reports was to establish concrete ways to decrease bias and hate and increase diversity, so the entire purpose was Duke already making an effort to improve. These reports do not say that the OIE or SA are "not effective." What these reports actually say is the following:

The Office of Institutional Equity was "not consistent in its handling of cases or complaints." (page 15, Task Force on Bias and Hate) The report then goes on to detail a huge list of actions that should be undertaken to improve the consistency. There is no mention anywhere of Student Affairs being "not effective."

Furthermore, the report does not make an official recommendation that the OIE and SA be externally reviewed; rather, they mention "Some students called for an independent, external third party to conduct a review of the Office of Institutional Equity and Student Affairs" (pg 22)

Overall, the report focuses on the following: "Duke has resources in place to deal with hate and bias issues, with efforts being led by skilled and passionate individuals. Still, significant changes are needed to enhance transparency, alter and clarify policies and procedures, build in the areas of prevention and training, and further invest in a climate that is inclusive, open, and supports a diverse Duke community."

This document also outlines "Across all categories, the survey reveals an overall decline in the levels of student dissatisfaction between 2003 and 2014" (page 18) and also "we do want to make clear that Duke students' responses to almost every measure were generally comparable (on a few measures Duke was worse and on a few better) than those of students at peer institutions. Based on these data, we see that diversity and inclusion problems are not just campus-wide, but nation-wide. However, we believe Duke has an opportunity to take the lead in pushing the status quo and making life more secure and accepting for all of its students." (pg 19)

The point of this report is that Duke does still have room to improve on these critical issues, and they are appropriately taking specific steps to create a better environment. The real question here is not "Does Duke do a perfect job of handling grievances?" The real question is "Will a union improve the current system for handling grievances?" As detailed in our response above, union contracts make very little mention of harassment specifically ("harassment policy prominently posted" as the only mention), unions are required to represent both the perpetrator and the assailant when they are grad students (or unionized faculty at Duke), and unions themselves can be perpetrators of harassment (SEIU has over 580 allegations of coercive and threatening statements and/or harassment).

- They also stated "we do want to make clear that Duke students' responses [...] were generally comparable [...] than those of students at peer institutions. [...] We believe Duke has an opportunity to take the lead in pushing the status quo and making life more secure and accepting for all of its students." (pg 19)

Task Force on Bias and Hate: <https://spotlight.duke.edu/taskforce/wp-content/uploads/sites/2/2016/05/Final-Report-from-Task-Force-on-Hate-and-Bias-Issues.pdf>

Additional References:

(please also see selected references for question 3)

Duke graduate student stipend increases:

https://gradschool.duke.edu/sites/default/files/documents/tuition_fees_stipend_schedule_academic_year_2016-17.pdf

https://gradschool.duke.edu/sites/default/files/documents/tuition_fees_stipend_schedule_academic_year_2014-15.pdf

<http://www.wendychao.com/science/stipends/2009-10.html>

NYU constitution, page 21: "The University's sexual harassment policy will be prominently posted."

http://www.2110uaw.org/cbas/NYU_CBA_2015_2020.pdf

Another example of "The University's sexual harassment policy will be prominently posted" for a different NYU-related union:

http://www.makingabetternyu.org/gsocuaw/wp-content/uploads/GSOCNYU_2015contract_searchable.pdf

UAW contract example shows how inflexible the grievance procedure can become, e.g. with statements such as "Failure to comply with the time limits set forth herein shall render the grievance ineligible for further processing"

<http://www.uaw2865.org/resources/current-uaw-contract/#article12>

Question 6: How would a union impact our work-life flexibility and status as student researchers? (e.g. weekly work hours, vacation policy, tax status, student loans, summer internships)

The details here would be determined once a contract is written, so there are no guarantees about what would happen for Duke specifically. It is possible that hours-per-week limits, vacation day caps, and a loss of FICA exemption could adversely affect our day-to-day life. Previous contracts have had some “surprises” such as the NYU contract that does not include TA lectures. The NYU contract also establishes exactly 2 weeks of paid vacation for graduate employees who work 26 consecutive weeks (pg 17). There are also some unusual stipulations, such as “in the event of a graduate employee’s illness for a period of fourteen days or longer, the parties recognize that it is the University’s responsibility to make alternative arrangements to cover the graduate employee’s assignment” (pg 18).

At UConn, they have a policy where “if a GA is required to work more than 20 hours per week on average, they can utilize an expedited grievance process to resolve the problem” (source below).

Right now, many advisors use a flexible approach to vacation/holiday/personal days, which I know firsthand is helpful in particular with experimental research. It is further complicated by the fact that a contract could specify which activities, in terms of conference attendance, internships, and professional development, constitute working. By specifying these aspects of graduate student life, we stand to lose many opportunities which could not be anticipated years in advance. The most important thing to remember is that contracts tend to limit flexibility, so we are at risk of losing the flexibility we currently have.

Additional References:

NYU contract http://www.2110uaw.org/cbas/NYU_CBA_2015_2020.pdf or can be viewed at <http://www.makingabetternyu.org/gsocuaw/read-it/>

UConn table: <http://www.columbiagradunion.org/wp-content/uploads/GEU-UAW-Local-6950-UConn-Before-and-After.pdf>

Question 7: Please describe the pros and cons of Duke students partnering with SEIU specifically. What are union fees used for?

There are numerous reasons why SEIU is not the right choice for Duke graduate students:

- 1) SEIU has no previous experience representing graduate students.
- 2) SEIU can tax us to pay for their political operations. They spend 18% of their gross income on lobbying and political activities. Since 1990 they have spent \$233M in campaign contributions, which is 10x as much as Exxon Mobil for comparison.
- 3) 37% of SEIU’s income is spent on “representational activities”, which includes hotel bills and airfares for union representatives
- 4) They have a history of corruption, including numerous SEIU officials convicted of fraud, embezzlement, tax evasion, perjury, and theft.
- 5) SEIU has had more than 6,000 unfair labor practice allegations filed against them, and over 870 decertification commissions filed against them.
- 6) SEIU has a long history of forming “mega-locals” as previously mentioned
- 7) A leaked internal intimidation manual over 70 pages long describes many of SEIU’s unsavory campaign tactics

For these reasons and many more, we are definitely better off with no union than with SEIU.

SPENDING BREAKDOWN

Representational	\$108,788,336 (36.88%)
Political Activities and Lobbying	\$51,632,564 (17.50%)
Contributions, Gifts, and Grants	\$5,085,567 (1.72%)
General Overhead	\$29,482,968 (10.00%)
Union Administration	\$47,748,302 (16.19%)
Strike Benefits	\$162,816 (0.06%)
To Union Officers	\$1,526,494 (0.52%)
To Union Employees	\$38,846,259 (13.17%)
Education	\$0 (0.00%)
Fees	\$0 (0.00%)

SEIU Response: “Faculty here at Duke seem happy with SEIU!”

Our Response: Adjuncts are in a very different situation than us and have their own needs and interests. SEIU has the ability to What if we are grouped in the same megalocal as adjuncts? Then adjunct faculty will influence OUR union. Thus, our bargaining power will be even further diminished.

SEIU Response: "But the question of whether we get our own local hasn't been decided yet!"

Our Response: SEIU's insistence on creating mega-locals has been well-documented and critiqued. The best references are two books:

Moody, Kim. U.S. Labor In Trouble And Transition: The Failure of Reform from Above and the Promise of Revival from Below. New York, NY: Verso, 2007.

Early, Steve. Civil Wars in US Labor: Birth of a New Workers' Movement or Death Throes of the Old? Haymarket. 2011.

Furthermore, SEIU has the constitutional authority to merge us with any other workers it chooses. (See Article XIV, Sections 3 & 4 (pg 25-26) in the SEIU constitution. As the name suggests, the SEIU currently represents a lot of service employees that have working conditions vastly different from graduate students'. For example: The adjunct faculty at Northeastern only make up 7% of their "local," which is primarily composed of healthcare workers.

<http://s3.amazonaws.com/convdocs.seiume.../constitution.pdf...>

At this time, we do not have a document in legalese that guarantees that they will not use their constitutional authority to merge us into a mega-local as they have done for their local unions in the past. Furthermore, even if we did have our own local union with SEIU, their inexperience with graduate students and history of corruption still render them a terrible choice.

Additional References:

Details on Convictions of SEIU ex-leaders:

Tyrone Freeman, ex-President of CUHW: mail fraud, embezzlement, false statements to financial institution; Alejandro Stephens, ex-president SEIU Local 660: mail fraud, tax evasion; Janett Humphries, ex-President SEIU Local 99: conspiracy, embezzlement, perjury; Dana Cope, ex-Executive Director SEIU Local 2008: two felony state charges for theft of >\$500,000 in union funds; Cedric Earl Hughes, ex-organizing coordinator SEIU Local 721: embezzlement from union staff. For these and more, see <http://www.seiuxposed.com/crime-and-corruption/#.WEGGOfnYuUk>

SEIU statistics:

https://www.unionfacts.com/union/Service_Employees#ulp-tab

https://www.unionfacts.com/union/Service_Employees#rd-tab

https://www.unionfacts.com/union/Service_Employees#political-tab

https://www.unionfacts.com/union/Service_Employees#spending-tab

https://www.unionfacts.com/union/Service_Employees#membership-tab

https://www.unionfacts.com/union/Service_Employees

<http://www.seiuxposed.com/crime-and-corruption/#.WC3spbVhBHc>

https://www.unionfacts.com/union/Service_Employees

Union intimidation tactics example (also employed at Duke): <http://cornellsun.com/2016/11/13/graduate-students-cgsu-coerces-members-with-emotional-blackmail/>

SEIU spending: https://www.unionfacts.com/union/Service_Employees#spending-tab

SEIU has been challenged for misleading individuals about what the union authorization card is before they sign one, for example see <http://www.redstate.com/laborunionreport/2012/02/24/seiu-organizing-tactics-include-intimidation-and-lying-to-workers-company-alleges/> (Duke is currently investigating this claim regarding the cards signed this semester)

Question 8: Can a union enforce a strike, and if so, how is it instated? Would all members have to participate and are there penalties if they don't? What are the implications of striking?

If the majority of dues-paying members of a union vote to strike, a strike will occur. Depending on the specific contract, there can be penalties for dues-paying members who do not strike. A strike represents the largest threat and leverage point of a union in negotiation. Since a strike for graduate students is a strike against ourselves and our education, and could delay our graduation, we are caught between a rock and a hard place. If we include a no-strike clause, we have no leverage while bargaining. If we don't, then we open up the possibility of a strike, which would severely inhibit academic progress, even if you personally choose not to pay dues or to strike. NYU graduate students held a multiple-month strike in 2005 and threatened to strike again in 2014. Another important aspect of striking which I doubt SEIU is aware of, is the implication of a grant-supported students striking. Federal regulations allow graduate students' tuition to be paid by grants if their stipend is paid on a grant. If their stipend is not paid for on a grant, as in the case of a strike, then tuition can no longer be paid on a grant, which would most likely lead to that student being liable for tuition. The complexities of graduate students' compensation as they relate to federal grants is a realm that is difficult in ways that SEIU is not equipped to handle.

Additional information:

- We can go on strike because we don't have the same protections as public universities. Public universities are protected by state laws that protect them from union interference with academics.
- A union member who wants to work during a strike must resign from union membership BEFORE going to work. If the resignation is mailed, the employee should not work until the day after the resignation is postmarked. Otherwise, the employee could be fined by the union. If you are already a nonmember, you can work at will during a strike and not be lawfully fined. (See <http://www.nrtw.org/>)
- Striking is not that great of leverage for us as it is for automobile workers, for example, because when we go on strike the university factory lines do not suddenly shut down and they do not suddenly start losing millions of dollars per day
- Furthermore, striking hurts us more than it hurts the university
- Yale (2004) TA student partial strike, not well organized, failed to get their demands met

SEIU Response: "But we'll just include a no-strike/no-lockout clause!"

Our Response: As mentioned, a no-strike clause takes away any leverage we may have had to begin with. Furthermore, because the contract is not written until after a unionization vote takes place, there is no way for them to guarantee the presence or absence of any clauses in the contract. Additionally, even if a strike are not allowed in the initial contract, voting members would be able to add one in future revisions of the contract.

Additional References:

NYU months-long strike, and threatening to strike again in 2014 when "the NYU management had not substantively responded to union demands in the past three contract negotiation sessions"

http://inthesetimes.com/working/entry/17410/nyu_grad_students_strike http://www.nytimes.com/2005/11/10/nyregion/graduate-teaching-assistants-go-on-strike-against-nyu.html?_r=0

Question 9: Can certain programs/departments/individuals opt out of the bargaining unit or opt out of paying dues? If so, please describe the implications.

- The bargaining unit is set to include all PhD students. Nobody can opt out once it is established.
- North Carolina is a right-to-work state, meaning that students can opt out of paying membership dues; HOWEVER, the union will still have “exclusive representation” of all graduate students, regardless of whether they pay dues, for all matters ranging from pay to work hours
- Current student advocacy groups, including GPSC, EGSC, and SAGE, would be limited or invalidated.
- Page 18 of the SEIU constitution as well as local SEIU FAQ mention that it is only members - people who pay dues - who vote on contract modifications and the decision to strike (2, 4). You must pay to have a say. It is extremely unlikely that SEIU will re-write its entire constitution and change its historical practices just for us.
- This means that a small group of dues-paying students will have voting power, and the rest of us will have no on-campus representation, unless we decide to pay \$200 - \$600 per year to the union.

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SEIU response: “But we’ll just put it in the contract that you don’t have to be a member to vote!”

Answer: That does not seem feasible given that the SEIU constitution itself mentions that members will be the ones to vote and decide on contract modifications and strikes. It is doubtful they would modify their constitution (which affects 2 million workers) to accommodate the wishful thinking of a single union of graduate students. It is certainly not in SEIU’s best interests to have a unionized group of workers who refuse to pay dues but still expect the union lawyers to micromanage a contract for them.

Additional References

- (1) National Right To Work Legal Defense Foundation www.nrtw.org
- (2) Page 18 of SEIU constitution stating, “membership authorization for strike action and membership voting on contract ratification”. <https://d3jpbvtfqku4tu.cloudfront.net/img/constitution.pdf>
- (3) <https://unionization.provost.columbia.edu/content/be-informed>
- (4) Additional reference: SEIU faq page for adjuncts at Cleveland State: The union represents everyone in the bargaining unit—it is in your own best interest to be involved and active. Union membership (completing the membership form) is a voluntary decision that gives you the right to vote on contracts, elect union officers, serve as an officer, attend meetings and provide your input on issues that affect the union and professional staff, serve on union committees and/or joint-labor management committees, and receive contract negotiation updates. Moreover, as a member of the Union, you will be taking a proactive role in the future of your and your colleagues’ workplace and working conditions.
<http://www.csuohio.edu/organizations/seiu1199/FAQ.html>
<http://nuhw.org/seius-bogus-ratification-votes/>
<http://www.nrtw.org/required-join-pay-private/>

Question 10: Will the union impact our status as “students” and, if so, what are the pros and cons associated with this (e.g. impact on student loans, industry internships, type of visa needed for international students)?

The NLRB ruled that we can be classified as either students or workers. For tax purposes, it is up to DUKE UNIVERSITY, and NOT the NLRB, whether we are seen as students or workers. If we decide to unionize and thus make the statement that we consider ourselves workers, it is perfectly within Duke’s rights to reclassify us as workers as well. This will mean we will be required to pay FICA taxes, which for an average grad student taking home roughly \$30,000 per year would be an additional \$2,000 per year in taxes. Furthermore, student loans could possibly require payments, and visa status could change. While we do not believe that all of these negative consequences will necessarily happen, all of these choices are bargaining chips on the side of the administration. Currently, they have no incentive to change these things, but if they are forced to take on a defensive bargaining stance by union lawyers, we pose little leverage over these significant issues which can undoubtedly affect our everyday life. When we currently enjoy extremely good treatment from the administration as students, it’s difficult to even try to anticipate the changes that could affect us if a paradigm shift of considering graduate students as workers is forced upon the faculty and administration.

Further information:

- Note that continuation fees, which the union likes to complain about, are one of the reasons that graduate students remain exempt from FICA taxes
- Details: Reclassification of grad students as employees could result in
LOSS of our current IRS FICA exemption status.

We could be required to pay Social Security (6.2%) and Medicare (1.45%) taxes

Math: 29k stipend, single, 0 dependents, standard deductions

Current take home = \$25,429 (Fed 2333, State 1236, FICA 0)

Post-Union take home = \$23,211 (Fed 2333, State 1236, FICA 2218)

For us to take home the same amount of pay after a union, our base pay would have to increase 10.6%

Additional References

<https://www.irs.gov/pub/irs-drop/rp-05-11.pdf>

<http://www.makingabetternyu.org/.../faqs-what-to-do-about-ny.../>

<http://careers.ucsc.edu/staff/StudentFICAGuidelines1.pdf>

Question 11: In our specific situation at Duke, what would make you change your stance on whether you are pro- or anti-unionization?

Rachel's response: Personally, I am pleased with the current package Duke offers and the current methods we have available for solving problems. I do not like bureaucracy, and I do not want lawyers micromanaging my graduate school experience. The only way I would change my stance on unionization is if the union was actually run by just the graduate students for the graduate students, with no third-party big-spender political organization involved. I would be pro-unionization if a union meant that all graduate students came together, each put \$600 per year into a bank account, and then together had over a million dollars each year to spend on whatever we collectively saw fit, with no interference from anyone else.