

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 (somewhat verbose) working document. However we think it is still a helpful resource, which is why we are providing it here. It is organized according to the debate topics of discussion.

**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?**

SEIU in the context of a graduate student union is an unusual and a poor option:

- 1) They have never previously represented graduate students
- 2) The presently represent Duke non-tenure-track mostly-humanities faculty, representing a conflict of interest in student-administrator negotiations.
- 3) SEIU's constitution (Article XIV, Sections 3 and 4) specifically give SEIU the constitutional authority to merge us with any other workers it chooses. SEIU has a history of forming "mega-locals" where it merges different types of workers under the same charter. As part of a mega-local, our voice and specific interests would be drowned out and we would not get to decide how to spend a cent of our own dues money.
- 4) They clearly lack understanding of how grad school works, e.g. in the ongoing court proceedings where union lawyers argued that a mail-in ballot would be more effective since most graduate students are not present on campus during the week

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

- 1) 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
- 2) Graduate students are fundamentally different from the typical group of workers who unionize - we are here to learn. We are fundamentally different from the workers who unionized over 100 years ago to stop children from working 12 hour days in dangerous factories.
- 3) Negotiate a contract takes time; those few students who will play some role in the process will have to take significant time away from research. Furthermore, the students themselves will not be directly writing the contract, and the intrusion of a third party into contract negotiations that is not familiar with how graduate program operates will delay the contract negotiation process.
- 4) During contract negotiations (which may take a long time) all benefits are frozen, i.e. no stipend increases to account for inflation. For comparison, Duke has already locked-in stipend increases of ~2% for the next two years for inflation adjustment.

SEIU Response: "But having a union gives us a seat at the table!"

Our Response: We already have a seat at the table. In fact we are the reason for the table existing in the first place. Who exactly gets a new seat at the table? It will be SEIU, a third-party organization with no experience representing graduate students, an organization that spends roughly half of its income on

political activities and administrative overhead, with a tendency to group its members into mega-locals, and we will be giving up our seat at the table so they can micromanage department operations.

**Additional References:**

SEIU constitution (<https://d3jpbvtfqku4tu.cloudfront.net/img/constitution.pdf>), SEIU contract example <http://hr.uw.edu/labor/unions/seiu-925/contract>

**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?**

Union dues for SEIU would like be approximately \$500 per year, though there is much uncertainty on this front. Since NC is a “right-to-work” state, workers cannot be forced to pay union dues. However, even if you choose not to pay dues, the union would remain the only channel for advocacy on your behalf and you would still be subject to the contract negotiated by the union. Additionally, historical precedent has shown that non-dues paying members do not get to vote on union contracts. Last, our tax status as students could be up for debate in negotiations, potentially jeopardizing our FICA exemption, which could lead to an additional \$2000 per year in tax liability.

- (a) The union can impose tax to support union activities (in particular, its political activities: note, this is above and beyond dues)
- (b) Union dues, which is 1-2% of students per year (200-600 USD, potentially up to 750)
- (c) From the SEIU constitution, Article, XV Section 6(a). "Effective January 1, 2016, for all members with annual earnings of \$16,000 or more, the minimum dues shall be equal to \$36.00 per month. 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. Effective January 1, 2017, through January 1, 2020, the minimum monthly dues for all members with annual earnings of \$5,500 or above shall be increased by \$1.00 annually, effective January 1 of each year." Note: these are minimum dues...our megalocal might add more. \$31 per month is \$372 per year
- (d) Union fees, which may be posted if students do not strike when a strike is called, for example.
- (e) While such employees can be prohibited from participating in internal union affairs (such as voting in union elections, voting on decisions to strike or ratify a contract, or running for union office), they are immune from internal union discipline and fines. From : <http://www.nrtw.org/>
- (f) 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.

- (g) 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?**

Graduate students currently approach faculty, professional advocacy groups, and deans; policy changes are approached on the level of the policy change required. Those administrators included in such discussions have included John Klingensmith (Associate Dean for Academic Affairs) and Dean Paula McClain (Dean of the Graduate School and Vice Provost for Graduate Education). This is process has resulted in department specific improvements such as improved childcare packages within the ECE department, when the students voiced their desire for improvement. These are administrators who know graduate students and who have a vested interest in negotiating benefits packages that attract the best students to Duke University. They are in direct communication with the current graduate student bodies that advocate for graduate student benefits, which include

1. Graduate Professional Student Council - Financial Committee
2. Young Trustees

Department specific benefits negotiation will not be possible with collective bargaining, which will create a general benefits package for the entire graduate school. Likely, many departments will lose benefits for which the students have already directly advocated and replacement of these benefits across the entire graduate school probably will require significant negotiation. With unionization, lawyers from SIEU will meet with Duke administration to determine a single contract. Students will then see the resulting contract after the lawyers have written it, and all union members may vote to approve or deny the contract. Students will not be able to directly negotiate with the administration, as SEIU requires that they be the exclusive form of student representation on campus.

In summary, unionization will significantly encumber the current benefits negotiation process, and will risk losing many of the benefits for which past students have tirelessly advocated. The National Labor Relations Act (NLRA) requires employers and unions to bargain for “wages, hours, and other terms and conditions of employment,” so all current benefits will be subject to change. Unionization risks limiting all students to a single contract that does not meet the specific needs of specific departments. Furthermore, as SEIU has never represented grad students, it is unlikely that they can negotiate a better contract that we students already can.

SEIU Response: “Students have tried to get the administration to change, but have not had much success on---such include 6th year funding, fees, and dental insurance.”

Our Response: Affiliation with SEIU will likely make things worse. As part of a “megalocal” union, will everyone in our union have the same unifying goals? No. This fundamentally weakens our collective bargaining power to make specific changes within the proposed union. We want flexible contracts that are fine-tuned to meet our individual needs. “Megalocals” are inclined to prefer standardized, boilerplate contracts that are likely to, over time, reduce our benefits to lowest common denominator. (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.<sup>8</sup> 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 paid leave for primary caregiver (non-primary care giver gets 1 week) and more by department (ECE has 6 months)	UW: 7 <u>DAYS</u> of paid leave, with 3 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	Unspecified in charts viewed

	competitive rates	
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.columbiagradunion.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](http://www.2110uaw.org/cbas/NYU_CBA_2015_2020.pdf) or can be viewed at

<http://www.makingabetternyu.org/gsocuaw/read-it/>

#### ***Additional References:***

<sup>1</sup> 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/>)

<sup>2</sup> 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/>)

<sup>3</sup> 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/>)

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

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

<sup>6</sup> 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).

<sup>7</sup> 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](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](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 are approached on the level of the policy change required. Those administrators included in such discussions have included John Klingensmith (Associate Dean for Academic Affairs) and Dean Paula McClain (Dean of the Graduate School and Vice Provost for Graduate Education). This is process has resulted in department specific improvements such as improved childcare packages within the ECE department and gym memberships in other departments, as desired by students. These are administrators who know graduate students and who have a vested interested in negotiating benefits packages that attract

the best students to Duke University. They are in direct communication with the current graduate student bodies that advocate for graduate student benefits, which include

1. Graduate Professional Student Council - Financial Committee
2. Young Trustee

Department specific benefits negotiation will not be possible with collective bargaining, which will create a general benefits package for the entire graduate school. Likely, many departments will lose benefits for which the students have already directly advocated and replacement of these benefits across the entire graduate school probably will require significant negotiation. With unionization, lawyers from SIEU will meet with Duke administration to determine a contract. Students will then see the resulting contract and all union members may vote to approve the contract. Direct negotiation with the administration will not be possible, as SEIU requires that they be the exclusive form of student representation on campus.

Ultimately, stipends are typically increased every year and have increased by 12% in the past seven years alone, an average of approximately 2% per year, indicating that Duke has the best interest of the students at heart. Like all other universities, Duke has financial responsibilities that will bear upon their decisions to reject or approve our requests; however, collective bargaining cannot change the available resources. It is entirely possible that we will end up with a minimal increase in stipend/benefits but a frustrating amount of red tape, since many of the desired benefits listed as reasons for unionizing would cost a significant amount of money that Duke may not have.

With regards to sexual harassment and discrimination protections, graduate students currently are protected under Title IX. Title IX is currently overseen by Howard Kallem (Assistant Vice President of Title IX Compliance, Office of Institutional Equity). If unionization under SEIU reclassifies Duke graduate students as employees, graduate students may lose Title IX protections and be required to specifically negotiate additional protections.

In multiple union contracts, including the NYU graduate student union contract, there is only one line about sexual harassment: “The University’s Sexual Harassment Policy will be prominently posted.”

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

SIEU contracts required that grievance needs to be filed *directly* with the union; the process is often so difficult some report not filing grievances. 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> 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 accuser and defendant, which is significant conflict of interest in settling harassment cases.

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.” (7)

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).

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_2016-17.pdf)

[https://gradschool.duke.edu/sites/default/files/documents/tuition\\_fees\\_stipend\\_schedule\\_academic\\_year\\_2014-15.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](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](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](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 is a long litany of reasons why SEIU is not the right choice for Duke graduate students:

- 1) SEIU has no previous experience representing graduate students.
- 2) A history of corruption, including numerous SEIU officials convicted of fraud, embezzlement, tax evasion, perjury, and theft. Additionally, SEIU has previously been found guilty of misleading individuals about what the union authorization card is before they sign one.
- 3) More than 6,000 unfair labor practice allegations have been made against SEIU regarding the union’s Duty of Fair Representation. Each allegation means that a particular union local has felt SEIU has not fairly represented them and their interests in the collective bargaining of contracts, and many of these allegations have been from university employees, including at Brandeis, Harvard Business School, MIT, MIT Lincoln labs, Boston University, and WPI
- 4) Over 870 decertification commissions filed against them. Remember, these can be at the earliest filed 3 years after the union forms!
- 5) A leaked internal intimidation manual over 70 pages long demonstrates brutal SEIU tactics employed to expand the union quell anti-union sentiment.

- 6) SEIU also represents a fraction of the faculty at Duke, which may pose a significant conflict of interest during contract negotiation.
- 7) We do not get a “local” chapter. Based on historical evidence we will be lumped into a “mega-local”, which limits our actual representation within the union. We will not be able to elect our own officers or decide how to spend a cent of our own dues money. SEIU’s constitution (Article XIV, Sections 3 and 4) specifically give SEIU the constitutional authority to merge us with any other workers it chooses - they can and will use this power to their advantage.

SEIU has the constitutional authority to tax graduate students to pay for their political operations (Article XV, Section 18, pg 31 - 32). This is the source of more than 94% of SEIU’s gross annual income. SEIU is massive political organization:

- \$233M in campaign contributions since 1990 and more than \$20M in lobbying since 1998 (source: Center for Responsive Politics), which is 10x as much as Exxon Mobil, and 3x as much as AT&T in campaign contributions since 1990 [~\$19M from Exxon Mobil and ~\$73M from AT&T in campaign contributions since 1990]
- Overall, 18% of gross income spent on lobbying and political activities.
- 37% of their gross income is spend on “representation activities”, which are largely support new unions trying to form, e.g. hotel bills, airfares for representatives, and supplies for campaigns.

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#ulp-tab)

[https://www.unionfacts.com/union/Service\\_Employees#rd-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#political-tab)

[https://www.unionfacts.com/union/Service\\_Employees#spending-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#membership-tab)

[https://www.unionfacts.com/union/Service\\_Employees](https://www.unionfacts.com/union/Service_Employees)

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

[https://www.unionfacts.com/union/Service\\_Employees](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](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)

Personal bad experiences with SEIU:

longtime union activist Beverly Griffith wrote the following to Duke students.

"I never thought I would ever say this but I feel it is my moral duty to do so: Workers are better off with no union than to be with SEIU.

I was a worker and a union member at Alta Bates/Summit Medical Center in California for over 40 years. I believe workers should have a union but I didn't like that SEIU began to represent the interests of management instead of the interests of workers. I wanted my union to be a strong union so I spoke up. I was constructive in my criticism. That didn't work so I rallied my co-workers to oppose SEIU's on-going willingness to bargain away our hard earned benefits. Our members' calls for change and even for representation went unanswered. Nothing came of our complaints but SEIU continued to collect monthly dues.

I guess I was too much of a thorn in their side. SEIU colluded with my Boss and got me fired—after so many years of dedicated service, I was out of a job. SEIU did nothing. SEIU was happy; my Boss was happy. It was sad that SEIU had been interested in only one thing all along: dues! They do not allow constructive criticism and they are never there when you need them. SEIU is a mistake—a big mistake for workers."

**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://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](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.**

Once the bargaining unit is determined, nobody can opt out. The most recent news from the court proceedings is that the union will include all PhD students. Once this unit is finalized, no program, department, or individual will be able to opt out. North Carolina is a right-to-work state, meaning that students can opt out of paying membership dues. However, unions are legally required to represent member AND nonmember employees (1).

"Exclusive representation" is the special coercive privilege, given by federal law, that empowers union officials to represent all employees in a company's bargaining unit. This "compulsory union representation" deprives employees, even in Right to Work states, of their right to bargain for themselves (1). If a union formed, it would be the exclusive voice to the university for all students it represents on pay, work hours, and other employment issues. Current avenues of communication, like students sitting

on department committees, would be removed. (3) Current student advocacy groups, including GPSC, EGSC, and SAGE, would be limited or invalidated.

Furthermore, 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). 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.

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](http://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 the graduate students for the graduate students, with no big-spender third-party mega 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 saw fit.

**Mike's response:**

There are many things that could sway my opinion of the unionization effort. If the unionization effort could identify one aspect of graduate student life that was severely deficient and could unify all graduate students, I would consider it as a more reasonable option. If were multiple union options were available we could consider them without SEIU forcing them away from Duke, I would consider it as a more reasonable option. If a different union, which wasn't so politically-focused and opposed to a local charter, was trying to unionize Duke students, I would consider it as a more reasonable option. If we were considering a union which wasn't trying to group TAs and RAs together and had represented graduate students in the past, I would consider it as a more reasonable option. If another union which does not harass students or ask my Dean if she knows what a bibliography is in a court of law, wanted to unionize Duke students, I would consider it as a more reasonable option.

**Further Relevant Material that May Be Addressed by Audience Questions:**

**Q: What happens if we don't like the union?**

**A: It is extremely difficult to eliminate.** We must wait 3 years before we can file for decertification. The process is similar to the process of forming a union, in that it involves collecting authorization cards from 30% of the represented group, filing an election petition, and then holding the election. Only one in four decertification attempts is successful. Only half are even put up for a vote. Source: NLRB

**Q: What are some of the political implications of being represented as a single bargaining unit?**

**A: The union may impose political decisions on**

We are all unique. We do NOT want one contract for all; we do NOT want blanket political involvement as one unit

- >70 departments at Duke; does not make sense to represent them in the same document
- A graduate-school-wide labor contract would limit freedom of departments to organize and fund travel and catered events for their students in a flexible way, and would limit departments on determining policies and parameters around TA positions, etc
- Example of collective political involvement: NYU (the only example of a private university with a grad student union) recently voted on whether to impose an academic boycott on Israeli institutions, which was very controversial
- One of the oldest graduate student unions (at U Michigan) explicitly exempted research assistants due to concerns about the effect on their education and productivity.

Selected References:

U Michigan decision: <https://www.insidehighered.com/news/2016/08/25/u-michigan-has-one-countrys-oldest-graduate-student-unions-and-hasnt-held-it-back>

SEIU constitution page 18 (“membership authorization for strike action and membership voting on contract ratification”)

**Q: But what about the Rogers et al paper?** “Effects of Unionization on Graduate Student Employees: Faculty-Student Relationships, Academic Freedom, and Pay” by Rogers et al 2013

**A: This study has several serious issues.**

- It is based on an opinion survey conducted from only eight institutions total, a tiny number (four unionized and four nonunion).
- Only 10 out of the 29 factors they consider were significant up to the 10% level (normally statistical significance is the 5% level). The mean difference was only about 0.18 out of 5 for the universities with and without unions, which is not a meaningful difference.
- There is no cause and effect established for pre- and post-unionization, since they are comparing completely separate unionized and non-unionized schools (rather than comparing the same university before and after unionization).
- This study has limited relevance to Duke anyway, because the schools studied were all public universities with legal protections from state laws preventing union involvement in academic affairs, but Duke is a private institution lacking those protections
- They make numerous other statements about faculty unions, but there is no basis for assuming that faculty unions are relevant to graduate student unions since the roles of faculty vs student are very different

**Q: How does Duke’s stipend compare to other institutions’ stipends?**

**A: Duke has the best stipend for cost of living out of all of its peer institutions:**



Stipend Comparison: All dollars adjusted to Durham Cost Of Living

