A resolution of the Graduate and Professional Student Government (GPSG) calling for recognition of the rights of graduate students to unionize and organize a fair election without harassment or interference from Duke administration.

Authors:
GPSG Doctoral Students Affairs Committee

Co-Sponsors:
Duke Graduate Students Union (DGSU)

Whereas, graduate student workers on campus have the First Amendment right to free speech and public assembly, as well as the federally protected right to unionize for a collectively bargained contract under the National Labor Relations Act.

Whereas, a previous unionization drive in 2016-17 by the Duke Graduate Students Union (DGSU) to win employer recognition and a collectively bargained contract was met with anti-union rhetoric by Duke University, including unsigned emails from unionelection@duke.edu and emails from Duke administrators sent to all graduate students asserting that a union would “create unnecessary constraints” and “delay future collaboration.”

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1 See The Unionization Process, https://www.dukegradunion.org/unionizing-process (A straightforward four-step break-down of the unionization process written by DGSU)

2 Attached addendum 1 “Your Right to Form a Union” from the website of the National Labor Relations Board, https://www.nlrb.gov/about-nlrb/rights-we-protect/the-law/employees/your-right-to-form-a-union#:~:text=If%20a%20majority%20of%20workers%2C,NLRB%20will%20conduct%20an%20election (text from the government website of the National Labor Relations Board, page entitled “Your Right to Form a Union”)

3 Attached addendum 1.1 “Interfering with employee rights (Section 7 & 8(a)(1))” from the website of the National Labor Relations Board, https://www.nlrb.gov/guidance/key-reference-materials/national-labor-relations-act (text from the government website of the National Labor Relations Board, page entitled “Interfering with employee Rights (Section 7 & 8(a)(1))”)

4 See, e.g. Case Number: 10-RC-187957 https://www.nlrb.gov/case/10-RC-187957 (This is a record of the official filing by the Service Employees International Union on behalf of Duke graduate students submitted to the NLRB on November 10, 2016 that lists the docket activity for the case.)


6 Attached addendum 2, four emails from Paula McClain, then Dean of the Graduate School: email “Unionization efforts of Duke graduate student assistant” dated October 3, 2016 (with PDF “Graduate_Student_Unionization_FAQs”); email “Respect for differing perspectives on unionization” dated November 21, 2016; email “Graduate Student Union Election: What to Expect Next” dated January 17, 2017; and email “Update on Graduate Student Union Election” dated February 1, 2017. Additional five unsigned emails from unionelection@duke.edu apparently sent to all graduate students, dated February 2, 3, 6, 9, and 16, 2017, and the contact card for this email address. (These emails include non-neutral language and were likely intended to influence the outcome of the union election.)
Whereas, international student workers have been targeted and intimidated by anti-union administrators at other universities because of their precarious immigration status, in violation of NLRB regulations prohibiting employers from using threats, intimidation, or retaliation to dissuade employees from supporting a union.

Whereas, during the 2016-17 graduate student unionization drive, Duke hired a law firm with a history of anti-union activity, which has charged rates of $1,475 per hour in 2016.

Whereas, administration at New York University and Georgetown University voluntarily recognized their respective graduate student unions.

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7 See Jake Bittle, *This University Suggested International Students Could be Reported to ICE if they Unionized*, THE NATION, (Oct. 5, 2017), https://www.thenation.com/article/archive/this-university-suggested-international-students-could-be-reported-to-ice-if-they-unionized/ (citing unionization efforts by graduate student workers at U.S universities, including Washington University in St. Louis, Columbia University, Cornell, and Princeton among others, Bittle describes tactics employed by university administration, including frequently asked questions documents that caused confusion and doubt about the legality of graduate student workers’ right to unionize.)

8 See Sara Randazzo and Jacqueline Palank, *Legal Fees Cross New Mark: $1,500 an Hour*, WALL STREET JOURNAL, (Feb. 6, 2016). https://drive.google.com/file/d/1yHxNSRjJsMj2g-7e2hK7pVY2Ka2lMUup/view?usp=sharing (The exorbitant prices of partner level legal fees is discussed at length.)


10 See Kevin Solari, *In a Major Victory for Academic Labor, NYU Grad Students Win Contract, Narrowly Avert Strike*. IN THESE TIMES (Mar. 11, 2015) https://inthesetimes.com/article/in-a-major-victory-for-academic-labor-nyu-grad-students-win-contract-narrow (An explanation of graduate student unionization at New York University, including the administration’s voluntary recognition of the union.)

11 See Danielle Douglas-Gabriel, *Georgetown University grad students get first union contract, in win for student labor movement*. WASHINGTON POST (May 1, 2020) https://www.washingtonpost.com/education/2020/05/01/georgetown-grad-student-union/ (Details about the contract negotiations and voluntary recognition of Georgetown University’s graduate student union.)
Whereas, labor unions have historically increased worker wages, improved universities’ efficiency and effectiveness, and helped to narrow the gender wage gap.

Whereas, unionized graduate student employee contracts typically include important provisions for the wellbeing of graduate students, including stipend minimums, interim accommodations for graduate students making harassment and discrimination claims, paid parental and medical leave, union representation in disciplinary meetings and during grievance procedures, and coverage for out-of-pocket dental costs.

Whereas, the administration has previously asserted that GPSG presents an alternative to unionization, though a student government (tasked with advocacy) and a labor

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12 See Henry S. Farber, Daniel Herbst, Ilyana Kuziemko, and Suresh Naidu, Unions and Inequality Over the Twentieth Century: New Evidence from Survey Data. NBER working paper No. 24587 (May 2018, rev. Apr. 2021) [https://www.nber.org/papers/w24587](https://www.nber.org/papers/w24587) (Farber et al. found that, “we find consistent evidence that unions reduce inequality, explaining a significant share of the dramatic fall in inequality between the mid-1930s and late 1940s.”)

13 See Mark Cassell and Odeh Halaseh, The Impact of Unionization on University Performance, JOURNAL OF COLLECTIVE BARGAINING IN THE ACADEMY, (Dec. 2014) [https://thekeep.eiu.edu/cgi/viewcontent.cgi?article=1314&context=jcba](https://thekeep.eiu.edu/cgi/viewcontent.cgi?article=1314&context=jcba) (Cassell and Halaseh conclude their study on the impact of unionization on university performance by stating, “Based on the experience of public four-year institutions over 23 years we find, all things being equal, that unionization improves efficiency and effectiveness.”)

14 See Elise Gould and Celine McNicholas, Unions help narrow the gender wage gap, ECONOMIC POLICY INSTITUTE, (April 3, 2017) [https://www.epi.org/blog/unions-help-narrow-the-gender-wage-gap/](https://www.epi.org/blog/unions-help-narrow-the-gender-wage-gap/) (Gould and McNicholas describes the various ways in which unionization is a proven method of decreasing the gender wage gap; they argue for increased protection for workers collective bargaining rights in light of the continued state attacks and restrictions on organizing efforts.)

15 See Education & Labor Committee, Protecting the Right to Organize Act by the Numbers (2019) [https://edlabor.house.gov/imo/media/doc/PRO%20ACT%20-%20By%20the%20Numbers.pdf](https://edlabor.house.gov/imo/media/doc/PRO%20ACT%20-%20By%20the%20Numbers.pdf) (a brief, but detailed overview of the beneficial impacts of unionization created by the House Committee on Education and Labor in support of the PRO Act, H.R. 842)

16 Union contracts from peer institutions which include the provisions stated:

- Harvard: [https://harvardgradunion.org/our-contract/](https://harvardgradunion.org/our-contract/)
- NYU: [https://makingabetternyu.org/understand-it/](https://makingabetternyu.org/understand-it/)
- Georgetown: [https://www.wearegage.org/our-contract](https://www.wearegage.org/our-contract)
- Brown: [https://brownsugse.com/member-resources/contract/](https://brownsugse.com/member-resources/contract/)

17 See addendum 2 email with subject line “Respect for Differing Perspectives on Unionization” from The Graduate School Dean Paula McClain dated October 3, 2016. The email included the PDF “Graduate_Student_Unionization_FAQs” which, in answer to the question, “What are alternatives to unionizing?” states that “standing meetings between school leadership and leaders of student organizations like GPSC” (then known as Graduate and Professional School Council, now known as the Graduate and Professional Student Government) provide an alternative to a labor union.

union (tasked with collective bargaining) play different and complementary roles on a university campus.

Now, therefore it be resolved by the GPSG that the graduate and professional student body of Duke University

Calls, for Duke University to recognize the rights of graduate students to organize a union, including the right to petition the NLRB for an employer-recognized union, without harassment or interference from administration or leadership on Duke campus.

Calls, for Duke University to maintain a stance of true neutrality, refraining from efforts to dissuade students, and particularly international students, from signing union authorization cards.

Calls, for Dean Suzanne Barbour to specifically affirm the rights of international students to sign union authorization cards without fear of employer intimidation or retaliation.

Calls, for Provost Sally Kornbluth to issue a public statement in support of graduate students’ rights to a fair election free of harassment and intimidation.

Calls, for Duke University to voluntarily recognize the Duke Graduate Students Union if it achieves a majority of signed union authorization cards.

Calls, for Duke University to uphold Section 8(d) & 8(a)(5) of the National Labor Relations Act stating that an employer is legally required to regularly bargain “in good faith” with a recognized union, if the majority of graduate student workers at Duke sign union authorization cards.
ADDENDUM 1

(text from the government website of the National Labor Relations Board, page entitled “Your Right to Form a Union”)

https://www.nlrb.gov/about-nlrb/rights-we-protect/the-law/employees/your-right-to-form-a-union#:~:text=If%20a%20majority%20of%20workers,NLRB%20will%20conduct%20an%20election

Your Right to Form a Union

Not represented by a union, but want to be?

If a majority of workers wants to form a union, they can select a union in one of two ways: If at least 30% of workers sign cards or a petition saying they want a union, the NLRB will conduct an election. If a majority of those who vote choose the union, the NLRB will certify the union as your representative for collective bargaining. An election is not the only way a union can become your representative. Your employer may voluntarily recognize a union based on evidence - typically signed union-authorization cards - that a majority of employees want it to represent them. Once a union has been certified or recognized, the employer is required to bargain over your terms and conditions of employment with your union representative. Special rules apply in the construction industry.
ADDENDUM 1.1

(text from the government website of the National Labor Relations Board, page entitled “Interfering with employee Rights (Section 7 & 8(a)(1))”)

https://www.nlrb.gov/guidance/key-reference-materials/national-labor-relations-act

Interfering with employee rights (Section 7 & 8(a)(1))
Employees have the right to unionize, to join together to advance their interests as employees, and to refrain from such activity. It is unlawful for an employer to interfere with, restrain, or coerce employees in the exercise of their rights. For example, employers may not respond to a union organizing drive by threatening, interrogating, or spying on pro-union employees, or by promising benefits if they forget about the union.
Section 7 of the National Labor Relations Act (the Act) guarantees employees "the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection," as well as the right "to refrain from any or all such activities."
Section 8(a)(1) of the Act makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7" of the Act. For example, you may not

- Threaten employees with adverse consequences, such as closing the workplace, loss of benefits, or more onerous working conditions, if they support a union, engage in union activity, or select a union to represent them.
- Threaten employees with adverse consequences if they engage in protected, concerted activity. (Activity is "concerted" if it is engaged in with or on the authority of other employees, not solely by and on behalf of the employee himself. It includes circumstances where a single employee seeks to initiate, induce, or prepare for group action, as well as where an employee brings a group complaint to the attention of management. Activity is "protected" if it concerns employees' interests as employees. An employee engaged in otherwise protected, concerted activity may lose the Act's protection through misconduct.)
- Promise employees benefits if they reject the union.
- Imply a promise of benefits by soliciting grievances from employees during a union organizing campaign. (However, if you regularly solicited employee grievances before the campaign began, you may continue that practice unchanged.)
- Confer benefits on employees during a union organizing campaign to induce employees to vote against the union.
- Withhold changes in wages or benefits during a union organizing campaign that would have been made had the union not been on the scene, unless you make clear to employees that the change will occur whether or not they select the union, and that your sole purpose in postponing the change is to avoid any appearance of trying to influence the outcome of the election.
Coercively question employees about their own or coworkers' union activities or sympathies. (Whether questioning is coercive and therefore unlawful depends on the relevant circumstances, including who asks the questions, where, and how; what information is sought; whether the questioned employee is an open and active union supporter; and whether the questioning occurs in a context of other unfair labor practices.)

Prohibit employees from talking about the union during working time, if you permit them to talk about other non-work-related subjects.

Poll your employees to determine the extent of their support for a union, unless you comply with certain safeguards. You must not have engaged in unfair labor practices or otherwise created a coercive atmosphere. In addition, you must (1) communicate to employees that the purpose of the poll is to determine whether the union enjoys majority support (and that must, in truth, be your purpose); (2) give employees assurances against reprisal; and (3) conduct the poll by secret ballot.

Spy on employees' union activities. ("Spying" means doing something out of the ordinary to observe the activity. Seeing open union activity in workplace areas frequented by supervisors is not "spying.")

Create the impression that you are spying on employees' union activities.

Photograph or videotape employees engaged in peaceful union or other protected activities.

Solicit individual employees to appear in a campaign video.

Promulgate, maintain, or enforce work rules that reasonably tend to inhibit employees from exercising their rights under the Act.

Deny off-duty employees access to outside nonworking areas of your property, unless business reasons justify it.

Prohibit employees from wearing union buttons, t-shirts, and other union insignia unless special circumstances warrant.

Convey the message that selecting a union would be futile.

Discipline or discharge a union-represented employee for refusing to submit, without a representative, to an investigatory interview the employee reasonably believes may result in discipline.

Interview employees to prepare your defense in an unfair labor practice case, unless you provide certain assurances. You must communicate to the employee the purpose of the questioning, assure him against reprisals, and obtain his voluntary participation. Questioning must occur in a context free from employer hostility to union organization and must not itself be coercive. And questioning must not go beyond what is needful to achieve its legitimate purpose. That is, you may not pry into other union matters, elicit information concerning the employee's subjective state of mind, or otherwise interfere with employee rights under the Act.

Initiate, solicit employees to sign, or lend more than minimal support to or approval of a decertification or union-disaffection petition.

Discharge, constructively discharge, suspend, layoff, fail to recall from layoff, demote, discipline, or take any other adverse action against employees because of their protected, concerted activities.
Dear students,

Thank you to those who came to our homecoming reception Friday night. It was great to celebrate the school's 90th anniversary with you.

I have received questions from many of you about efforts on campus to form a union to represent graduate student assistants at Duke. Some of you have mentioned receiving or signing a card or petition but were not clear on what it meant.

By signing a union authorization card, you are authorizing a union to serve as your exclusive representative in negotiating your working terms and conditions. If union organizers obtain signed authorization cards from 30 percent or more of the targeted voting unit, they can petition the National Labor Relations Board to hold an election on whether to have a union at Duke. Since this is an important matter, I encourage you to educate yourself fully before deciding whether or not to sign a union authorization card.

Attached is a fact sheet with some questions and answers about the process and potential effects of seeking union representation. Please take a couple minutes to review and let me know if you have any questions.

Some have also asked about our position on the matter. The Graduate School has a history of working directly and collaboratively with our students to enhance support and benefits—parental leave, child care subsidies, expanded professional development, and more financial support, to name a few—and we continue to do so. We are proud of this partnership, and we feel that working through a union would create unnecessary constraints that could potentially detract from and delay future collaboration.

That said, I know that there are others who disagree. I encourage you to seek out information on this topic so you can make an educated choice. In the meantime, please do not hesitate to contact me directly if you have questions or concerns. Thank you.

Respectfully,

Paula D. McClain, Ph.D.
Dean of The Graduate School and Vice Provost for Graduate Education

Graduate_Student_Union_Qs.pdf
Addendum 2
PDF attached with Oct. 3 2016 email

Graduate Student Unionization FAQs

What is a union?
A union is an organization that serves as an agent representing a specific group of employees. This group is called a “bargaining unit.” A union negotiates on behalf of this group of represented employees to establish collective terms and conditions of employment, such as pay and benefits. The University has had positive and productive relationships with University staff unions that represent skilled trades, housekeepers, and bus drivers, among others, for many years.

How is the union chosen? Who decides which union will represent graduate students?
Normally, a group of workers that want to unionize will affiliate with an established labor union, such as the United Auto Workers, the Service Employees International Union, or the American Federation of Teachers. Once the group has affiliated with a labor union, organizers employed by the union will collect “authorization cards.” If a union is able to collect enough cards to constitute a valid “showing of interest” (generally a showing that 30 percent or more of the employees the union seeks to represent want union representation), the union can file a “representation petition.” The National Labor Relations Board (NLRB) will then determine whether the petition is proper and, if so, hold a secret-ballot election.

What are authorization cards? How are they used in the unionization process?
Authorization cards are written declarations signed by members of a potential bargaining unit stating that they authorize a particular union to be their exclusive representative for the purposes of negotiating the terms and conditions of their employment with their employer. Typically, unions collect authorization cards as part of an organizing drive – that is, an attempt to show that there is a substantial interest in unionizing and a desire to have the union serve as the exclusive bargaining agent. These cards are generally not revocable, so it is important to be sure before signing them. It is important to remember that each eligible voter is always free to vote however he or she wants in the secret ballot election, regardless of whether a voter has previously signed an authorization card.

How do unions obtain the right to represent employees?
Union representation usually is determined by a secret-ballot election in which those eligible to be in the bargaining unit are invited to vote “yes” or “no” on the question of union representation. If a majority of those who vote choose union representation, all eligible voters – and those who follow them into union-represented positions in the future – would be exclusively represented by the union in their dealings with the University concerning pay, benefits, and other “terms and conditions of employment.”

If there is an election, when will it be held?
Absent unusual delays, an election generally takes place within approximately three weeks after the filing of a representation petition.

What is the election process?
A representation election is a secret-ballot election conducted and supervised by representatives of the National Labor Relations Board (NLRB), a federal government agency. Voting would likely take place at an easily accessible location on campus on a specified day, during specified hours, or via a mail-in process.
Who should vote?
Every eligible person should vote because the election outcome is determined by the majority of those who vote, not a majority of those eligible to vote. Thus, union representation for non-voters will be decided by those who vote. Eligible voters are people who are part of the defined voting unit at the time of the election. Your status as a research or teaching assistant at the time of the election, not your status as a graduate student, will likely determine if you will be able to vote.

Will students have access to a draft of the proposed contract or a list of provisions that would be negotiated prior to a vote on unionization?
No. Bargaining does not occur until after the union has won the representation election. The union’s agenda for bargaining is typically determined by union leadership in consultation with its members. The National Labor Relations Act requires employers and unions to bargain collectively with respect to “wages, hours, and other terms of employment,” which are broad concepts.

Can graduate students “opt out” of the union by not voting?
No. The results of any election would bind everyone in the bargaining unit, including students who do not vote, students who vote “no,” and future students.

If there is an election and graduate students vote NOT to unionize, can graduate students have another election at a later date?
Yes. There is a one-year waiting period after an election until another election can be held. If a majority of voters voted against union representation, the same union or a different union could seek an election one year later.

If an election results in representation by a union, how long will it represent the graduate students?
Union elections are not like political elections, which happen regularly to determine voters’ representatives. Once a union is certified as the exclusive representative of a bargaining unit, it remains so indefinitely and will represent all students who will matriculate in the future. The process to decertify (or remove) a union typically also requires a vote, and it is a complex process that can take years to complete.

Who would be included and excluded from a union at Duke?
We won’t know unless a labor union files a petition seeking to represent graduate students at the University. Under federal labor law, members of a bargaining unit must have enough in common that they are deemed to share a “community of interest.” Usually, the NLRB gives unions wide leeway to decide who has a community of interest and therefore should be grouped together in a bargaining unit.

Would status as an international graduate student affect eligibility to be included in the union?
No. International student status does not affect eligibility. The process for determining who is included in the bargaining unit applies to all graduate students regardless of international status.

Would the issue of union representation apply to RAs regardless of funding source (e.g., federal government vs. private foundation)?
Yes, if the graduate student was included in the bargaining unit, he or she would be represented by the union regardless of the source of funding for the position.
Once the bargaining unit is defined, can it change?
Yes. A bargaining unit (i.e., the group of people a union represents) can change if the union and the employer agree to change it. The bargaining unit can also change if either the union or the employer files a “unit clarification petition,” which is a formal request that the NLRB revise the parameters of the certified bargaining unit. Unless otherwise agreed to by the parties, the union initially proposes a bargaining unit when it files an election petition with the NLRB, and the NLRB ultimately decides the appropriate bargaining unit and thus who is eligible to vote.

Can graduate students come in and out of a union depending on their position at the University?
Yes. Because a labor union represents students only in their capacity as teaching or research assistants, students could enter the bargaining unit and be subject to union representation when serving as teaching or research assistants, but exit the bargaining unit and no longer be subject to union representation at other times.

Would all members of the bargaining unit be represented by the union?
Yes, a union would represent every person in the bargaining unit.

What are union dues and how are they calculated?
Like any business, unions need to collect income for the services they provide in order to pay their bills. For unions, this comes in the form of membership dues and initiation fees. Each union establishes its own dues formula. From what we have seen, SEIU dues appear to be stated as a percentage of income and we have seen figures that run from a low of 1.5% to a high of 2.5% of income.

At New York University, the only private school with a graduate student union, graduate students are charged 2% of total compensation during the semesters in which they are employed in a union position, and the dues are deducted from every paycheck. In addition to the dues, there is an Initiation fee of up to $50 (it may be less, depending on the pay grade) when individuals first join the union. For more on NYU, see http://makingabetternyu.org/gsocuaw/for-grad-workers/.

Are members of the bargaining unit required to pay dues to the union?
North Carolina has a “right-to-work” law, which means employees represented by a union cannot be forced to join a union or pay union dues as a condition of continued employment. Represented employees who do not join the union or pay dues are, however, still exclusively represented by the union. They cannot deal directly with Duke and would have to abide by the terms contained in any collective bargaining agreement.

In states that do not have a “right-to-work” law (e.g. New York or Pennsylvania), the collective bargaining agreement can contain a “union security clause” that requires represented employees to join the union (or at least pay dues to the union) as a condition of employment. While that cannot be a requirement in a collective bargaining agreement in North Carolina, unions like the SEIU still want employees they represent to join the union voluntarily, which obligates the payment of dues.

What would a union do for me as a graduate student?
This is a question we can’t answer right now. The National Labor Relations Act (NLRA) requires employers and unions to bargain collectively with respect to “wages, hours, and other terms and conditions of employment,” concepts that the NLRB and the federal courts have interpreted broadly.
For example, NYU’s graduate student teachers and some research assistants currently are represented by the UAW. After nearly eighteen months of contract negotiations, the UAW and NYU entered into a collective bargaining agreement (CBA, also called a labor contract). The terms and conditions of employment covered by the CBA include wages/stipends, working hours, health insurance, travel and meal expenses, leaves of absence, job postings, and access to offices. The CBA also contains a “just cause” provision limiting NYU’s ability to discharge a graduate student assistant, a grievance and arbitration procedure, and a no-strike clause. Significantly, the labor contract vests “exclusively” in NYU the right to plan, direct and control the university’s mission, programs and objectives; to determine the content and process for performance evaluations, to determine when instruction is delivered; and, in recognition that such matters involve “academic judgment,” the right to determine “who is taught, what is taught, and who does the teaching.” The CBA exempted all disputes over such matters from the grievance/arbitration process.

What would a union prevent me from doing?
It will depend on what is included in the labor contract and what is contained in the union’s by-laws. It is important to take into account that a labor contract governs only students’ activities in their capacities as TAs and RAs. The following are some examples of aspects of your experience as a graduate student that may be affected. Rules could be implemented that dictate how TAs are selected. It may be that faculty members retain the right to suggest TAs for their classes, for example, or it could be that assistantships must be negotiated exclusively with the union, with the union deciding what it thinks is best for graduate students. Additionally, disputes that arise under the labor contract between the University and the union ultimately could be decided by an external labor arbitrator. Also, union by-laws often contain provisions that provide for punishment, such as fines, for various infractions such as coming to work during a strike.

Would the University be able to make exceptions to provisions in the contract to accommodate the individual needs of individual graduate students in the unit?
No. Unless such exceptions are provided for in the labor contract or otherwise agreed to by the union, they are not permitted. Collective bargaining agreements focus on graduate students as a collective group.

What if an individual graduate student objected to a provision in the labor contract? Would he or she still be bound by it?
Yes. The union speaks and acts for all graduate students in the bargaining unit, and the provisions in the labor contract it negotiates apply to all unit members, unless specific exceptions and differences are provided for in the contract.

What can a union bargain for?
The National Labor Relations Act (NLRA) requires employers and unions to bargain collectively with respect to “wages, hours, and other terms and conditions of employment” – concepts that the NLRB and federal courts have interpreted broadly. The NLRB and the federal courts have no experience analyzing what are “terms and conditions of employment” for graduate students whose teaching and research is part of their academic training.

If a union is formed, will graduate students’ stipends and teaching remuneration increase? What about benefits?
We don’t know. There is a common misperception that current stipend levels, remuneration, and benefits serve as a floor and can only improve with collective bargaining. There is no guarantee that any
union can obtain improvements in any economic area. The law does not require either a union or management to agree to any contract proposal.

If graduate research assistants in the sciences are included in the bargaining unit, could their hours be capped?
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We do not know. To date, graduate research assistants in the sciences have not been included in any bargaining unit at a private university. The Columbia University election petition, however, seeks to represent graduate research assistants in the sciences, including those funded by federal training grants. In addition, since working hours are a “mandatory subject of bargaining” (i.e., an item over which the employer and a union must negotiate), caps on the number of hours graduate students in the sciences could work each week would be subject to negotiation with the union. Research assistants in the sciences have been included in graduate student bargaining units at public institutions. Some of those collective bargaining agreements include maximum hour limitations for work performed by research assistants in their capacity as workers and some do not.

If there were a union, could graduate students serve on departmental or school committees?
If there were a union, could graduate students serve on departmental or school committees?

We do not know. We do know that a union would be the exclusive voice to the University for all students it represents on pay, work hours, and other employment matters related to teaching and research assistantships. This means that other avenues of communication between graduate student teachers/research assistants and the University such as departmental/school leadership committees might be restricted or limited.

How could a union affect the grievance process?
How could a union affect the grievance process?

A union would likely negotiate a contractual grievance process, but there is no guarantee that it would be different than or an improvement over existing procedures. With or without a union, we need to continue to work to foster an environment where there is open dialogue and transparency and where all students feel comfortable using the grievance process when it is needed. It is not only having a grievance process that matters – it is creating and sustaining a culture where grievances can be openly aired and resolved in a manner that is consistent with our academic values and principles.

Can a union bargain over student fees?
Can a union bargain over student fees?

It is not clear that student fees are a matter over which a union may require the University to bargain since these fees are charged to all students – graduate and undergraduate – regardless of whether they serve as research or teaching assistants. Even if a union is able to bargain over the amount charged for student fees, it could not bargain over how those student fees are allocated.

Currently, Duke graduate student fees are allocated as follows: 3% to student government and other recognized Duke student organizations, 7% to Registrar Services, 2% to University Center activities and events, 23% towards recreation facilities access and 65% to health and wellness. Many health and wellness services are covered by the Student Health Fee and include general medical care, nutritional counseling, laboratory services, immunization and allergy clinics, sexual health counseling, and other services.
What effect could a union have on off-site research activities (e.g. conference/workshop attendance, field work, or research conducted at other universities) that are essential activities for our academic program?

We don’t know. If such activities are characterized as part of your work as an RA or TA, funding for conferences, travel and other work could be subject to negotiation with the union.

If I am a graduate student but not included in the bargaining unit, how will a union affect my graduate student experience?

We don’t know what effect unionization of one group of graduate students will have on the experiences of a non-unionized group of graduate students. With regard to teaching and research assistantships, however, the unionized group of students would be represented by an outside organization (a labor union) for purposes of negotiating a unified set of terms and conditions of employment, and the non-unionized group of students would be able to directly and individually engage their faculty “supervisors” regarding working conditions.

Many state universities have unions. Would their experiences apply at Duke?

Not necessarily. There are two reasons why comparisons to state universities are difficult. First, many states have written into their labor laws provisions that protect academic decisions from the collective bargaining process. Thus, there are protections in the applicable state law that prevent unions from interfering in academic matters at public universities. Federal labor law has not been tailored to address the needs of higher education, so these protections are not currently included in federal law. As a result, there is more leeway for unions to attempt to be involved in academic matters (e.g., TA and RA assignments) at private universities. This doesn’t mean that unions will be involved in these matters at private universities; it simply means that they may ask to do so.

Second, graduate students fill different roles at private universities than they do at public universities. At public universities, the teaching opportunities and remuneration for doctoral students are often tied directly to the cost of providing education to undergraduates. At private universities such as Duke, support for graduate students is not tied to how much it costs to teach undergraduates. Rather, teaching is viewed as a primary part of the educational experience, and not as an economic necessity for the University. Here, we have put policies in place designed to ensure that graduate students devote a majority of their efforts to their academic progress as students rather than serving in TA or RA positions.

What are the alternatives to unionizing?

The Graduate School sees itself as a school of students and, as such, has made a conscious effort to solicit and incorporate student ideas and voices in its decision-making. This is done in a number of ways, including:

- Standing meetings between school leadership and leaders of student organizations such as GPSC.
- Graduate Student Affairs Advisory Committee: A group of graduate faculty, students, and staff that meet twice a year and maintain email communication as needed to advise the school about student support services, student-faculty community-building efforts, recruitment activities, and program development. The committee also shares suggestions about how the school can best serve students’ needs and improve overall quality of graduate student life at Duke. This committee was formed in 1999.
- Council of Presidents: A group consisting of leaders from various student groups that meets with the dean several times a year to help the school become more aware of what’s happening
around campus so that it can address potential issues more proactively. This council was formed in December 2015 as a response to campus discussions on race and inclusion.

- Grad liaisons: A group of graduate students who represent various graduate programs and departments. This group helps The Graduate School strengthen its relationships with the departments and programs by providing word-of-mouth promotion of the school’s events and resources, informing the school of student-life and professional-development needs and concerns within their departments, and volunteering for Graduate School events.

Collaborations between students and the school through these channels have resulted in a number of resources and programs that help improve graduate student life at Duke, such as:

- A child care subsidy for Ph.D. students (up to $5,000 a year per student to help defray childcare costs).
- A childbirth and adoption accommodation policy to provide grad students with a guaranteed baseline level of accommodation as they transition to parenthood, including seven weeks of paid parental leave for the primary caregiver.
- A medical expense assistance program to give Ph.D. students funds (up to $5,000) for medical expenses that are not covered by the Duke Student Medical Insurance Plan and that would create a significant financial hardship.
- A set of best practices and core expectations for graduate education at Duke to provide a clear set of expectations for graduate faculty, graduate students, graduate departments and programs, and The Graduate School.
- Significant expansion of professional development for graduate students, including a new position in The Graduate School to oversee such programs. Faculty, students, and staff worked together over the course of more than a decade to assess students’ professional development needs and create new programs to meet those needs. The fruits of this labor have been especially apparent in the past five years as the school has launched a number of new professional development programs and resources.
- Duke Credit Union Graduate Student Assistance Program: A partnership between the Duke Credit Union and The Graduate School to provide short-term loans to Ph.D. students who need funds on a short-term basis. Up to $2,500 for up to 12 months at competitive interest rates.
- The Helen & Gordon McKinney Emergency Loan Fund: Provides short-term, low-interest loans up to $1,000 for Graduate School Ph.D. students for general expenses such as settling into a new home, purchasing a computer, or addressing unexpected emergencies.
Addendum 2

Dear students,

As you know, the SEIU has filed a petition asking for an election to determine whether master’s and Ph.D. students at The Graduate School want to form a union. Last week, President Brodhead wrote to all of you to give Duke’s position on graduate student unionization. I am writing to address some concerns I have been hearing since then.

In the past week, a number of students have come forward to express their concerns about how contentious the organizing process on campus has become. Some international students reported that union representatives told them that if they did not vote for the union, their immigration status would be in jeopardy. Other students told me that flyers they posted expressing opposition to the union were defaced or torn down. Still others reported that a meeting they scheduled to discuss the merits of continuing without a union was interrupted by union supporters, including some students.

As we would do with any student complaint, we are investigating each of these allegations to determine whether university policies, which apply to all members of the Duke community, were violated. To be clear, no student—whether for or against the union—will be punished by Duke for expressing their viewpoint in a manner consistent with Duke policies. No student will lose his or her immigration status based on how he or she votes in a union election.

As an academic institution, we cherish robust debate and foster an environment where all students feel safe to express their opinions and to have their voices heard. Whether or not to form a union is an important issue, and we fully expect that there would be strong opinions on all sides and that the debate would be spirited. What we did not expect—and must not accept—is the use of intimidation, threats, or coercion to limit free debate on the issue.

While I do not believe a graduate student union is a good idea for students or the university, I certainly respect each student’s right to feel otherwise and to share their opinion with others. What concerns me is that the environment on campus has become increasingly adversarial even before a union election is held. I would like to encourage everyone to respect each other’s right to express ideas from all perspectives. No matter where we stand individually, we must respect each student’s right to learn about the issue, express their opinions in open discussion, and reach their own decisions.

We want all students to feel supported as they navigate this process. To that end, if students have concerns about anything on this front, or feel that they are being mistreated by other students or by people outside the Duke community—whether they are for or against the union—please feel free to contact me directly (gradschool-dean@duke.edu) or get in touch with the National Labor Relations Board at 336-631-5201.

I hope each of you have a happy and safe Thanksgiving!

Sincerely,
Paula D. McClain, Ph.D. Dean of The Graduate School and Vice Provost for Graduate Education
Addendum 2

From: Dean Paula D. McClain <gradschool-dean@duke.edu>
Date: Thu, Jan 19, 2017 at 3:21 PM
Subject: Graduate Student Union Election: What to Expect Next
To:

Dear Graduate Students,

As promised, I am following up to share more information about the upcoming election on whether the Service Employees International Union (SEIU) should represent Duke Ph.D. students serving as research or teaching assistants for the purposes of collective bargaining.

First, the National Labor Relations Board (NLRB) has decided on a mail ballot election with ballots scheduled to be mailed to you on Jan. 31, 2017. The NLRB will collect and count all submitted ballots at 10 a.m. on Feb. 21, 2017. Those dates can change, and we will notify you if they do.

Eligible voters will include all Duke Ph.D. students who provide instructional services in courses or in labs, including teaching assistants, research assistants, graduate assistants, instructors, and graders. Students pursuing master’s degrees are not included, because the union amended its petition to exclude them.

As with any election, I want to emphasize the importance of voting in this one. The outcome will be binding on all Ph.D. students in the proposed bargaining unit now and in the future, not just those who vote. If you are one of the students in the unit, understand that you cannot exclude yourself by not voting, so every member of the proposed unit should vote.

Next, I want to make you aware that Duke is required by law to provide your contact information to the SEIU and the NLRB. I understand that this raises privacy concerns for some of you. As I have told a number of you in the past when you reached out to me with concerns about The Graduate School releasing your information, we take your privacy very seriously, and it is our practice to protect your privacy in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA). Yet, in this case we are required to comply with the National Labor Relations Act and turn over a list of eligible voters and their home addresses, home phone numbers, personal email addresses, and cell phone numbers as maintained by the University.

I understand that this is sensitive personal information and some of you might consider this an invasion of privacy, just as I would if my personal information was released to someone I did not know. It is, however, required by federal law now that an election has been scheduled. Once we turn over this information, you may be visited or contacted by representatives from the SEIU, but you have the right to decline any request to meet with the union at your home or on campus. If you have questions or encounter any problems regarding such visits, please contact me directly (gradschool-dean@duke.edu) or get in touch with the National Labor Relations Board at 336-631-5201.

Finally, on behalf of The Graduate School and the University, I want to reiterate what President Brodhead said in his November email to the Duke community: We are not neutral on the issue of unionization with the SEIU. Graduate education is an integral part of Duke’s mission, so it is only natural that we have a view on issues that affect our graduate students. We believe that you have much to lose in your current ability to work directly with your faculty advisors on issues affecting your scholarship and research, and that this loss will detract from your academic experience at Duke. We will be communicating with you more in the coming days, but you can find answers to many questions about the implications of unionization at http://sites.duke.edu/union.

Sincerely,
Paula D. McClain, Ph.D. Dean of The Graduate School and Vice Provost for Graduate Education
Dear Ph.D. Students,

I wanted to follow up on several questions that have come up recently and clear up rumors and false information that have been circulating about a recent legal appeal Duke filed regarding the eligibility criteria for participation in the election to determine whether Ph.D. students will be represented by the Service Employees International Union (SEIU).

Duke is taking every legal avenue to ensure that the students most affected by this election have a voice to determine its outcome. Our goal is to ensure a fair and inclusive election among students who are providing the service most related to teaching and research as described in the defined work unit.

Recent communications by the SEIU suggesting that Duke is attempting to restrict the number of students who can vote in the election are simply untrue. To the contrary, since last Thursday, our team has been working around the clock to address eligibility questions from students—as those of you who received late-night replies from me can attest to—and to identify additional eligible students. In fact, shortly Duke will be submitting to the NLRB a supplemental list of about 150 additional students who are eligible to participate in the election after an ongoing review of the funding source and status of students in several departments.

The implications of this election on your academic experience at Duke and those who follow you cannot be understated. It is critical that you be informed and vote to ensure your voice is heard. You can find more information, including an updated Frequently Asked Questions page, on https://sites.duke.edu/union.

Paula D. McClain, Ph.D. Dean of The Graduate School and Vice Provost for Graduate Education
Addendum 2

Subject: What You Don’t Know Can Hurt You
Date: Thursday, February 2, 2017 at 11:21:52 AM Eastern Standard Time
From: Graduate Student Election Update

YOUR VOICE☆YOUR VOTE

Neither the union nor the University can tell you what might change if the Service Employees International Union becomes the representative for graduate students at Duke.

The SEIU can make any promises to win your vote, but the University is legally prohibited from doing so. The bottom line is that with collective bargaining nothing is guaranteed. All of the provisions of each contract must be negotiated. Lab hours, selection of teaching assistants, off-site research activities, time off, participation on committees, stipends, benefits, participation in conferences and other development opportunities could all be potential areas subject to negotiation, and therefore areas of uncertainty.

If the union and the University cannot come to agreement, that uncertainty can extend for months or years, since the law does not require either unions or employers to agree to any contract proposal. For instance, a recent contract negotiation between NYU and its graduate student union took nearly 18 months. Moreover, if agreement cannot be reached on a contract, one of the potential outcomes is that the union calls a strike or they initiate a lockout. Such a possibility could lead to more uncertainty.

Ballots will be mailed by the NLRB on February 3. To be counted, your ballot must be received by the NLRB no later than 10 a.m. on February 24, 2017. Be informed and vote. Learn more at https://sites.duke.edu/union/.
Addendum 2

Subject: At What Cost?
Date: Friday, February 3, 2017 at 10:00:30 AM Eastern Standard Time
From: Graduate Student Election Update

YOUR VOICE☆YOUR VOTE

Based on other contracts with Service Employees International Union (SEIU), the union requires members to pay dues between 1.5% to 2.5% of payments graduate students receive. That would equate to between $450 to $750 per year, based on the current Duke stipend for Ph.D. students in Arts & Sciences.

If graduate students are considered “employees,” taxes for Social Security, Medicare, and FICA may also be deducted from stipends.

But perhaps even more significant is the cost of what might be lost. How do you put a price on freedom and flexibility to work directly with your faculty advisor to address your individual academic goals or needs?

Ballots will be mailed by the NLRB on February 3. To be counted, your ballot must be received by the NLRB no later than 10 a.m. on February 24, 2017. Be informed and vote. Learn more at https://sites.duke.edu/union/.
Addendum 2

Subject: Not Every Union is Created Equal
Date: Monday, February 6, 2017 at 6:00:32 PM Eastern Standard Time
From: Graduate Student Election Update

YOUR VOICE☆YOUR VOTE

Did you know that the Service Employees International Union (SEIU) has never represented private sector graduate students before? It is a union that represents workers in trades such as healthcare, janitorial and the public sector.

With no experience in representing graduate students, the SEIU is not in the best position to recognize the unique needs and issues related to the academic experience and the complexities of the higher education environment.

*Ballots will be mailed by the NLRB on February 3. To be counted, your ballot must be received by the NLRB no later than 10 a.m. on February 24, 2017. Be informed and vote. Learn more at https://sites.duke.edu/union/*
Addendum 2

Subject: Between You and Me
Date: Thursday, February 9, 2017 at 12:48:16 PM Eastern Standard Time
From: Graduate Student Election Update

YOUR VOICE☆YOUR VOTE

Unions can and have played an admirable role in helping to improve working conditions and pay for many members of our society. Unions have helped bring about positive change in many industries such as manufacturing and food service where employees have historically had little influence or control over their working conditions.

But the circumstances at Duke are quite different. Duke graduate students have a long history of working collaboratively with administrators to enhance support and benefits such as parental leave, childcare subsidies, medical emergency assistance, guaranteed summer funding for first- and second-year students, increased financial support overall, and free health insurance. We believe working through a union could create unnecessary constraints between you and Duke that could potentially detract from and delay such collaborative efforts.

Ballots will be mailed by the NLRB on February 3. To be counted, your ballot must be received by the NLRB no later than 10 a.m. on February 24, 2017. Be informed and vote. Learn more at https://sites.duke.edu/union/.

NOTE: If you have not received a ballot to vote, you should immediately contact Terry Combs at terry.combs@nirb.gov or 470-343-7477 to request one.
Addendum 2

Subject: Protecting Your Freedom
Date: Thursday, February 16, 2017 at 4:00:19 PM Eastern Standard Time
From: Graduate Student Election Update

YOUR VOICE☆YOUR VOTE

One of the most important aspects of the graduate student experience is the relationship between student and faculty advisor. The status of that relationship could change if Duke graduate students are represented by the Service Employees International Union.

Today, graduate students have the freedom to work flexibly and creatively to address the needs of the individual student with regard to teaching, learning, mentoring, research, and career development. But this freedom could be curtailed or lost if these matters are subject to collective bargaining, and set out in a standardized collective bargaining agreement.

To be counted, your ballot must be received by the NLRB no later than 10 a.m. on February 24, 2017. If you have not received a ballot to vote, you should immediately contact Terry Combs, terry.combs@nrlb.gov or by phone at 470-343-7477 to request one. Be informed and vote. Learn more at https://sites.duke.edu/union/.
Addendum 2

Graduate Student Election Update

Contact

✉️ unionelection@duke.edu
📞 unionelection@duke.edu