

IUB-AAUP REBUTTAL OF PROVOST MESSAGING ON GRADUATE EMPLOYEE UNIONIZATION

(Provost text in black; AAUP text in red + □)

Special Faculty Meeting-May 9, 2022 Results (coverage in [Inside Higher Education](#)):

- 683 to 39 in favor: Resolution Supporting Faculty Authority and Due Process Concerning SAA Appointments ([info sheet](#))
- 623 to 75 in favor: Resolution of the Bloomington Faculty Concerning SAAs and the Administration ([info sheet](#))

□ Given demands on faculty members' time, we offer a brief response to the provost office's note. The "concerning proposals from the IGWC-UE" would be subject to good faith negotiations between the union and the administration. In fact, no evidence has been brought forth here or elsewhere of any existing union contract at another university that conflicts with institutional norms of governance. The objections listed here are presented without basis in attested fact—we would expect any possible conflicts with IUB norms to be addressed at the bargaining table as similar ones have been addressed and resolved at Michigan, Madison, Berkeley, Harvard, Yale, MIT, and other unionized campuses.

[Provost's Office] [Notes](#) for Special Meeting of the Faculty-May 9, 2022
Student Academic Appointees and the Proposed IGWC-United Electrical Workers Union

Shared Goals

There are **no disagreements** about the goals of improving the graduate student experience and SAA positions at IUB.

□ We need to acknowledge our disagreements in order to resolve them. The campus administration is taking a hardline stance against unions while the faculty has expressed its desire that the administration be realistic and open to dialogue. The graduate students, for their part, have emphasized that their central goal is to be a partner in shaping their work experience at IUB. Graduate SAAs are asking for the same rights and responsibilities enjoyed by graduate students at the top R1 public and private universities in the country, which have graduate student unions. Madison, Michigan, Berkeley, Harvard, Yale, and MIT among over 30 others have unions. The sky hasn't fallen—on the contrary, those campuses are at the top of the [Carnegie metrics](#).

The Provost, Vice Provosts, Deans, BFC, and others have committed to improve SAA stipends; study and improve SAA workload concerns; provide better mental health services and career services for graduate and professional students; and to meet with graduate students and SAAs, etc.

The only disagreement lies in how to accomplish these goals. Our existing shared governance mechanisms are the best pathways to address these concerns.

□ Graduate employees aspire to a procedural, not only a transactional goal. They aim to bargain as a partner with the administration through a democratically elected representative. Our students are the future of higher education—if they are rejected, disciplined, or condescended to, then their time at IUB will leave them with a legacy of bitterness about us, about shared governance, and about freedom of association. Faculty are in a similar position—our shared governance institutions have spoken unambiguously. Nearly 800 faculty members convened on May 9th and voted in-person by a margin of nearly 9 to 1 to urge senior administration to establish a framework for union recognition. The BFC, the GPSG, and the IUSG have passed resolutions calling for immediate dialogue. If our shared governance mechanisms continue to be ignored and the administration insists on its adversarial posture, campus morale will suffer.

Concerns About a Union

A union representing all SAAs would erode the existing relationship between individual students, their advisors, and their schools. Currently, schools and departments can directly address the concerns of individual SAAs

because they are the primary channel of communication. Unionization would remove SAA decisions from individual advisors, departments, and schools, and would require concerns to be addressed through an industrial labor union with little understanding of the academic environment at IU, or within a given school or department.

□ There is no evidence faculty academic relationship with SAAs will change except [for the better](#). A glance at contracts at peer institutions with an R1 ranking higher than our own shows that any fears of ours are better directed to the consequences of IU being among the last Big Ten campuses to recognize our SAAs' wish for elected representation. What's to fear from a union contract? The [contract](#) between graduate instructors and U of Michigan notes, "No matter concerning the definition or application of 'in good standing' in a University of Michigan graduate degree program shall be subject to the grievance and arbitration procedures." Good standing is addressed directly by students, their advisors, and their programs (Article I. Section D). Nothing in the Michigan contract would imply any decrease in department autonomy such as exists currently at IU.

Recognizing an SAA union is a long-term commitment that prohibits future faculty and SAAs from exercising their own academic judgment on all SAA-related issues, not just wages and benefits. Once a union is recognized, it becomes the exclusive representative of a bargaining unit, and, barring decertification, it will typically remain indefinitely.

□ Our policy HR-12-20 explicitly discusses the procedures by which a majority would discontinue representation.

The union would represent all SAAs, even those who may choose not to pay dues to the union. The provisions agreed to would apply to all SAAs and govern faculty relations with SAAs. Individual SAAs will not be allowed to opt out of a union agreement/contract.

□ All contracts limit the scope of relations affected by the bargaining agreement. Individual SAAs are currently unable to opt out of their contracts.

Some Concerning Proposals from IGWC-UE

IGWC and some faculty members are asking for "no retaliation" for SAAs participating in a work stoppage. "Retaliation" is the term used by IGWC to describe the

consequences outlined and approved in existing faculty policy for non-completion of agreed upon duties by SAAs. ([SAA Guide](#))

□ The provost's interpretation of policy ignores the will of the faculty expressed overwhelmingly at the May 9th meeting where nearly 700 members voted for a resolution explaining why the VPFAA's withholding of faculty-approved SAA appointments with no charges, findings, or appeal hearings constitutes a breach of shared governance that can only be understood as a sanction without cause. Please refer to the [informational handout](#) accompanying that resolution. To impute to the IGWC inaccurate use of the term "retaliation" is disrespectful of the faculty vote and nationally recognized standards of shared governance ([here](#) and [here](#)).

The IGWC-UE wants a third-party authorship decision making process. "Clear Guidelines for Authorship:

Require each department to meet with a graduate worker committee from each department to create standards for authorship enforceable by the union grievance procedure." ([IGWC-UE website](#))

- This encroaches on faculty academic freedom and the faculty-student relationship. It also has NOTHING TO DO WITH SAA positions. Rather, it is an attempt to interfere with traditional faculty governed academic processes. IUB has a faculty written and approved authorship policy (BL ACA I16) that includes a process for dispute resolution.

□ Graduate students are future colleagues, who are also being trained in the protocols of co-authorship, the attribution of which generally follows disciplinary and institutional norms, for example, the [CRediT author statement taxonomy](#). A union contract is negotiated together with an administration bargaining team. No evidence has been brought forth of any union contract that violates institutional norms for attribution. We would welcome any instances from the Provost, which would help all parties to find a mutually agreeable contract.

The IGWC-UE wants a third-party intellectual property negotiation. "Establish Rules for Intellectual Property: The Union will propose a process for establishing guidelines for crediting graduate workers for intellectual property." ([IGWC- UE website](#))

- This encroaches on faculty academic freedom and the faculty-student relationship. It may be incompatible

with federal rules for assigning IP already in IU faculty policy.

□ Intellectual property arrangements are negotiated in light of existing faculty and university policies—and this has been done effectively at dozens of universities (see [UConn's collective bargaining agreement](#) on intellectual property). There is nothing unusual or problematic about bargaining over these terms, and especially after the pandemic and the pivot to online courses, determining appropriate protections is laudable. For a detailed legal discussion of issues, see the [Indiana Law Journal](#).

The IGWC-UE wants a grievance process, “that ends in third- party binding arbitration to settle disputes that cannot be settled at the department or at the college level. The Union will insist on an outside neutral arbitrator (not paid by IU). This changes the power dynamics in the department. Because disputes could be settled by an outside arbitrator, graduate workers will have more power inside the department to bring up problems and get them resolved without even filing a grievance.” ([IGWC-UE website](#))

□ To understand how a union grievance process is settled upon and what it includes, look at a [contract](#) such as that for graduate workers at the University of California. Union representatives negotiate on items for which the union will have standing to file a grievance—for example, an employee “lock out” or failure to provide instructors with necessary information about appointments.

They also want “a mechanism for contesting situations when time on the job, especially for work not directly related to academic progress, is more than the workload standards of the employment contract.” ([IGWC-UE website](#))

- These ideas will fundamentally change the relationship between SAAs and SAA supervisors. SAAs already have a robust grievance process, SAA Mediation Committee, SAA Board of Review, and detailed due process procedures in IU faculty policy. (See [SAA Guide](#), [ACA-D23](#), [ACA-D24](#), [ACA-D28](#), [ACA-D29](#)).

The IGWC-UE wants to end all student fees. “Indiana University has some of the highest fees in the Big Ten and graduate workers have no say in how these fees are increased and what they go to.” ([IGWC-UE website](#))

- All enrolled students pay mandatory fees. There are no fees for holding an SAA position at Indiana University. The GPSG president is co-chair of the Committee for Fee Review and appoints other graduate students to the fee review committee. This student committee reviews and recommends fees every two years during tuition setting periods. This IGWC idea would deny all undergraduate and graduate students their consulting role in fee-setting and place that control in the union. ([CFR website](#))

□ Labor law requires bargaining teams to engage in good faith negotiations to resolve differences and work to reach an agreement in a timely manner. There is nothing threatening to faculty's academic supervisory roles or shared governance in such a bargaining process. Spreading fear is inappropriate.

The IGWC-UE sent a cease and desist email to faculty members and department chairs who held individual meetings with SAAs to discuss their failure to complete agreed upon obligations.

- These meetings are responsible supervision, responsible implementation of existing faculty policies, and responsible stewardship of public funds to only pay and re-employ those employees who complete their duties.

□ In their email, students appealed to the [Weingarten Rights](#) established by the Supreme Court. While those rights apply to union represented employees, the Supreme Court decision has overwhelming persuasive authority in the matter of the conduct of investigatory interviews. The students were acting knowledgeably and responsibly to protect due process.

Joining the UE will commit our graduate students to various policy positions with which they may not agree.

- See for example, this UE Boycott, Divestment, and Sanctions (BDS) resolution which, “Endorses the BDS movement and urges the union at all levels to become engaged in BDS and the movement for peace, justice and equality between the Palestinians and Israelis; Opposes all efforts to outlaw BDS and otherwise punish non- violent critics of Israeli policies...” ([www.ueunion.org](#))

□ BDS is an issue on which colleagues have legitimate disagreements. By invoking the UE's position on BDS,

which resembles the one taken by the Quaker American Friends Service Committee, the Presbyterian Church, Jewish Voice for Peace, and the Harvard Crimson, among many others, the provost implies that this position is incompatible with “IU values.” An implied equation of this nature contradicts IU’s stated [commitment](#) to its Bicentennial Core Values to “diversity of community and ideas;” “respect for the dignity of others;” and “academic freedom.” We hope that the provost does not intend to suggest that faculty, students, and organizations who support BDS may be excluded from the IU community. While the AAUP takes no position on the issue itself, its Committee A on Academic Freedom and Tenure [condemned](#) the “the specter of loyalty and disclaimer oaths, mainstays of McCarthyism” in university attempts to ban a particular position.

Existing Shared Governance Mechanisms

As academic appointees, the BFC has legislative and consultative authority over many matters relating to SAAs. The GPSG appoints 3 voting members to the BFC. The BFC Executive Committee has reconstituted the SAA Affairs Committee. The BFC SAA Mediation Committee and SAA Board of Review oversee robust grievance policies for SAAs.

The Graduate Faculty Council, GPSG, Mental Health Task Force, Student Health Center Working Group, Future of Graduate Education Task Force, Committee for Fee Review, school and department committees, and many other committees consider SAA agenda items.

Past and Recent Actions Taken

- Between 2016 and 2022, 10 schools removed unremittable fees for SAAs. The 2019 College Task Force on Graduate Student Funding recommended this action for the College, Media, Eskenazi, and Hamilton Lugar Schools which increased take-home pay by more than \$1,100.

-Schools have increased stipends. In 2020, one-third of SAA stipends were below an \$18,000 rate for .50FTE 10-mo positions. By fall 2022, 100% of SAA stipends will be at or above \$18,000 rate for .50FTE 10-mo positions.

-IU improved SAA health insurance while lowering SAA costs. In 2015, the SAA deductible was lowered from \$500 to \$0. SAAs have the same health insurance as full-time faculty and staff but pay no premium and no deductible.

Since Provost Shrivastav’s arrival at IUB in mid-February, the following actions have been taken: - 15+ listening sessions with grad students

- 5% stipend increase for SAAs (7/1/22)
- \$18k minimum rate for .50FTE, 10-month SAAs (7/1/22)
- Tuition waiver flexibility for approved courses (7/1/22)
- Establishment of Grad Ed Task Force
- BFC Executive Committee reconstitutes SAA Committee

IU Meetings with SAAs and Graduate Students

Since 2020, the College dean’s office and the vice provost for graduate education have met with IGWC (pre-affiliation with UE). IU leaders regularly meet with GPSG, the elected governing body for graduate students. GPSG leadership did not show up for the provost’s luncheon meeting.

15 Grad Student Listening Sessions (2022) w/various combinations of Provost, Dean of the University Graduate School, Vice Provost for Graduate Education, and school leaders

11 GPSG Scheduled Meetings (2022) w/VP Daleke,
19 GPSG Scheduled Meetings (2021) w/VP Daleke,
29 GPSG Scheduled Meetings (2020) w/VP Daleke
SAA Headcounts

10,912 graduate and professional students (IUB, fall 2021). 2,550 Student Academic Appointees = 23% of all graduate students (IUB, spring 2022). 1,525 Associate Instructors (59.8% of SAAs), 576 Graduate Assistants (22.6%), 449 Research Assistants (17.6%).

SAA Stipends

Minimum: \$18,000 rate for .50FTE, 10-month appointment (effective July 1, 2022). Average (before new minimum): \$20,291 for .50FTE, 10-month appointment. Range (before new minimum): \$15,400-\$24,170 for .50FTE, 10-month appointment

FAQs about SAAs; [AAUP FAQs](#)

High Level Summary Points:

1. Progress HAS happened and more will happen in the future
 - ☐ Among the chief reasons for progress is graduate student initiative
2. IU Values and UE Values are Not Aligned
 - ☐ It is not the administration’s place to judge and exclude views on disputed matters of public importance
3. Govern or Be Governed
 - ☐ Shared governance is never a matter of take it or leave it. Shared governance means including all stakeholders to achieve win-win solutions that support a positive working and learning environment for all.