

Higher Education

Labor Roundtable

Proskauer»



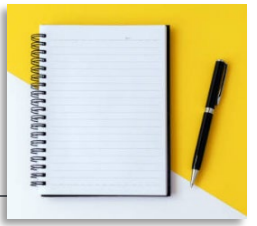
2018 - Present: Where We've Been and Where We're Going



Steven Porzio
Partner



Paul Salvatore
Partner



Agenda—What We Will Cover Today

What's Happened Since 2018?

- Board Jurisprudence Since 2018
- Current Landscape of Organizing in Private Institutions
- Recent Changes at the Board

Board Jurisprudence Since 2018



How Did We Get Here?

2016: Trustees of Columbia University

- As you know, for many years the Board flip flopped as to whether graduate student workers (e.g., TA’s, RA’s) were employees under the Act and, thus, whether graduate student workers could unionize.
- **The Trustees of Columbia University (2016)**
 - The Board decided to return to a prior standard articulated in *New York University*, 332 NLRB 1205 (2000) holding **that graduate student workers were employees under the NLRA.**
 - The Board stated that “[e]ven when such an economic component may seem comparatively slight, relative to other aspects of the relationship between worker and employer, **the payment of compensation, in conjunction with the employer’s control,** suffices to establish an employment relationship for purposes of the Act.”

(1) COMPENSATION	(2) CONTROL
Stipends	Scheduling
Grants	Class Assignments
Financial Aid	Rules and Regulations
Room and Board	Discipline
Books	Supervision
Meals / Meal Card	Performance Reviews
Travel Reimbursements	Housing

2017- 2019: Unions Withdraw Representation Petitions

- Faced with the installation of the Trump Board in 2017, and the likely potential it would reverse *Columbia*, Unions withdrew representation petitions in order to prevent universities from having their appeals granted
- Instead, graduate student unions tried to pressure universities to voluntarily recognize the union as the exclusive representative of graduate students.
- During this time, students engaged in a significant amount of strikes and other work stoppages to grab the attention of University leadership and secure improvements to their working conditions

2019: Trump Notice of Proposed Rule Making

- In September 2019, the Trump Board issued a proposed rule establishing the non-employee status of student teachers and research assistants
 - Under the proposed rule, “Students who perform any services, including, but not limited to, teaching or research assistance, at a private college or university in connection with their undergraduate or graduate studies are not employees within the meaning of Section 2(3) of the Act.”
 - The NLRB extended the period for public comment several times, receiving tens of thousands of comments on the proposed rule
 - The rule then stalled before the Board following Biden’s election
- The Board withdrew its proposed rule on March 12, 2021 with little explanation
 - The Notice of Withdrawal stated “[i]n light of competing agency priorities, the Board has determined to focus its time and resources on the adjudication of cases currently in progress”

2020-2022: Biden's Election Encourages Renewed Activism

- Following Biden's election in 2020 and the subsequent withdrawal of the NLRB's student teacher rule, grad student unions have been encouraged by the return to a more favorable labor law regime and have renewed their organizing activities



2023-2024: Surge in Union Organizing & Representation Petitions

U.S. labor board says union representation petitions soar 53% in a year

Aug. 21, 2023, 5:00 AM EDT

ANALYSIS: Unions, on a Roll, Are Reeling in the Workers

UAW union just ordered 6,800 workers to strike a massive Ram truck facility

Unionization increased by 200,000 in 2022

Union Activity In Higher Education Reached Historic Levels In 2022 And Beyond

Union Petitions Remain Up in Fiscal Year 2023

Labor Unions Keep The Heat On Companies Like Starbucks And Amazon

ARTICLE AUG 9, 2023

What You Need To Know About Gen Z's Support for Unions

More in U.S. See Unions Strengthening and Want It That Way

Unionization Nears Record Levels as Students, Interns Organize

As labor movements spread nationwide, White House highlights how administration is helping unions

2023-2024: Changes to Representation Procedure

New Election Rules

- Effective as of December 26, 2023 the Board reverted to its prior 2014 “quickie” election rules.
- These new rules expedite the timeline of representation procedures and limit the issues that can be addressed during a pre-election hearing.
- Under the new rules, the only litigable issue before an election is held relates to whether a question concerning representation exists.

Cemex Decision

Employer must recognize a union that has demonstrated majority support – unless the employer files an election petition within 2 weeks.

An unfair labor practice during the critical period will result in a bargaining order if sufficient to set aside the election – the employer will be required to recognize the union.

2023-2024: Major Trends in Grad Student Cases

Challenges to *Columbia* and its Application

- So far in the 2023-2024 wave of student organizing, most universities have chosen not to challenge their graduate students' employee status under *Columbia*
 - Note: Duke University is the one university that challenged the employee-status of their graduate students based on *Columbia*
- However, as discussed later, some Universities have chosen to challenge the applicability of *Columbia's* test to their graduate student programs (e.g., fellows)

Micro Units

- No Union has yet filed for a micro unit of individual departments of schools.
- Instead, all petitions so far have been “wall-to-wall” units where the petitioned for unit includes all TAs/RAs.
- However, in December 2022, the NLRB reverted back to the prior *Specialty Healthcare* standard in *American Steel Construction, Inc.* Case 07–RC–269162, requiring employers to show an “overwhelming community of interest” to add employees to the petitioned for unit.
- With the return to *Specialty Healthcare*, Unions may seek a micro unit in a department where they have the most support if they cannot gather enough support for a wall-to-wall unit.
- Many universities have pledged to go to a hearing if a union petitions for a microunit of individual departments or schools.

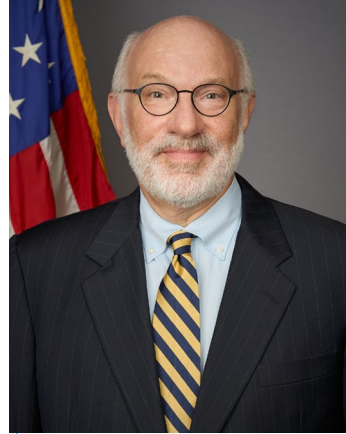
NLRB Will Feature A **Democratic Majority** Through At Least December 2024



Lauren McFerran,
Chairman
Term Expires:
December 16, 2024



Marvin E. Kaplan,
Member
Term Expires:
August 27, 2025



David M. Prouty,
Member
Term Expires:
August 27, 2026



Gwynne A. Wilcox,
Member
Term Expires:
August 27, 2028



Joshua Ditelberg
(recently
nominated)

The outcome of the next Presidential election in 2024 will determine whether NLRB precedent shifts back again, or whether the NLRB continues on its current path.



The Higher Education Organizing Landscape

Graduate Student Petitions Soar; Unions Dominate Elections

- During 2023, graduate student unions mobilized their organizing efforts at campuses across the country
- The NLRB reported that, out of all private sector workers unionized, nearly **31.2%** of workers were employed by institutions of higher education
 - 132,303 workers in bargaining units held elections in 2023
 - 32,477 of these workers were from institutions of higher education
- Unions continued to dominate elections
 - In our experience, ~90% of students who voted in elections voted in favor of the union
 - On average, only half of the bargaining units showed up to vote
 - Note: Princeton is the **only** university in this wave to win an election

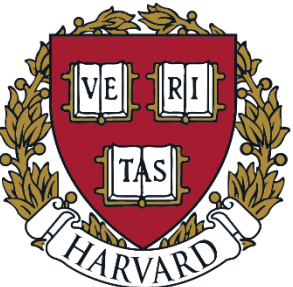


Private Universities with Graduate Student Unions (28)

Note: not all these Universities have CBAs yet with their respective graduate student union.

Institution	Year Certified	Union Affiliation	Est. # Workers in Bargaining Unit
New York University	2000	UAW Local 2110	2,200
Columbia University	2016	UAW Local 2110	4,250
Brandeis University	2017	SEIU Local 509	220
Tufts University	2017	SEIU Local 509	281
American University	2017	SEIU Local 500	761
The New School	2017	UAW Local 7902	900
Georgetown University	2018	AFT Local 6440	1,100
Brown University	2018	AFT Local 6516	1,250
Harvard University	2018	UAW Local 5118	4,500
Clark University	2022	Teamsters Local 170	147
Massachusetts Institute of Technology	2022	UE	3,700
Fordham University	2022	CWA Local 1104	360
Worcester Polytechnic Institute	2022	UAW	535
Boston University (no CBA)	2022	SEIU Local 503	3,200
Yale University	2023	Local 33 UNITE HERE!	3,200
Northwestern University	2023	UE	2,900
Johns Hopkins University	2023	UE	3,300
University of Southern California	2023	UAW	3,200
University of Chicago (no CBA)	2023	UE	3,200
Dartmouth College	2023	UE	787
Syracuse University	2023	SEIU, Local 200United	1,000
Stanford University (no CBA)	2023	UE	3,410
Duke University (no CBA)	2023	SEIU, Southern Region Local 21	2,500
Emory University (no CBA)	2023	SEIU, Southern Region Local 29	1,647
Northeastern University (no CBA)	2023	UAW	2,913
Cornell University (no CBA)	2023	UE	3,175
Caltech (no CBA)	2024	UAW	1,439
University of Pennsylvania (no CBA)	2024	UAW	3,700

Private Universities with Graduate Student CBAs (19)



Questions?

From *Columbia* to Today: Lessons from the Graduate Student Union Bargaining Table



Steven Porzio
Partner



Paul Salvatore
Partner

Lessons Learned

- Since the National Labor Relations Board’s decision in *Columbia*, **19 universities** have entered into collective bargaining agreements with graduate student unions.
 - An additional **nine** universities have certified graduate student unions, and do **not** have CBAs.
- This over eight-year sample size has created a new “industry standard” for what is commonly included – and excluded – from Graduate Student CBAs.
 - **Industry Standard:** There are provisions that are found in almost every Graduate Student CBA – Management Rights with an “Academic Rights” provision, Non-Discrimination, No-Strike/Lockout – are common and not overly contentious. But, *how* you negotiate the language in these provisions is key.
 - **Key Issues:** Other provisions are often common but are the subject of intense bargaining at the table – provisions such as **workload**, **childcare**, **international students**, and, of course, **stipend amount**.
 - **Hot/Cutting-Edge Topics:** The bargaining table is intertwined with what is happened on campus. As protests have appeared on campuses across the country, topics such as **Academic Freedom** and **Freedom of Speech** have become common topics for discussion at the table.

Private Universities *with* Graduate Student Union CBAs (19)

- **NYU** (September 1, 2020 – August 31, 2026)
- **Brandeis** (2021 - 2024)
- **Columbia** (August 1, 2021 – June 30, 2025)
- **Tufts** (March 8, 2024 – June 30, 2028)
- **American** (September 16, 2022 – September 15, 2025)
- **The New School** (September 1, 2023 – August 31, 2026)
- **Georgetown** (August 18, 2023 – June 30, 2027)
- **Brown** (July 1, 2023 – June 30, 2026)
- **Harvard** (November 27, 2021 – June 30, 2025)
- **Clark** (October 12, 2022 – August 31, 2025)
- **MIT** (September 12, 2023 – May 31, 2026)
- **Fordham** (May 6, 2024 – June 30, 2027)
- **Worcester Polytechnic Institute** (September 1, 2023 – August 14, 2027)
- **Yale** (December 8, 2023 – July 31, 2028)
- **Northwestern** (March 15, 2024 – March 31, 2027)
- **Johns Hopkins** (March 29, 2024 - June 30, 2027)
- **USC** (November 26, 2023 – June 30, 2027)
- **University of Chicago** (April 1, 2024 – March 31, 2027)
- **Syracuse** (December 8, 2023 – June 30, 2028)

Overview of Common Provisions



Common Provisions

- Infrastructure

- Recognition or Unit Description
- Management Rights
- No Strike, No Lockout
- Non-Discrimination
- Discipline and Discharge
- Grievance and Arbitration
- Union Access or Union Rights
- Severability
- Policy and Procedures/Handbooks
- Access to Personnel Files
- Appointment Clauses
- Labor Management Committee
- Union Security
- Health and Safety
- Job Posting
- Dues Deduction Clause
- Term and Direction Clause

- Benefits

- Paid Sick Leave
- Training/Professional Development
- Professional Feedback
- Health Insurance
- Dental benefits

- Compensation:

- Wages
- Annual increase in compensation
- Stipend

Key Issues for Unions

- Guaranteed Funding
- Workload
- International Students
- Parental Leave
- Child Care
- Transportation/Parking
- Housing

Hot Button Issues

- Academic Rights
- Research Integrity/Misconduct
- Appointment Security Clauses
- Intellectual Property/Copyright

How Do Common Provisions Appear in CBAs?

Management Rights: The Reservoir of University Rights

- Every CBA has this provision, but protecting Academic Rights is key in bargaining with Graduate Students.
- **Syracuse University:**
 - **Section 1:** Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive management functions, rights, and prerogatives that it possessed before the selection of the Union as the exclusive bargaining representative, including without limitation the right to direct, control, manage, and schedule its operations, and to make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission (collectively, “Management and Academic Rights”).
 - **Section 2:** The Management and Academic Rights of the University include without limitation, the right to:
 - “Establish, plan, direct, and control the University’s organizational structure, missions, programs, objectives, services, activities, resources, and priorities;
 - “Recruit, hire, appoint, assign, direct, schedule, transfer, train supervise, and evaluate Graduate Assistants”
 - “Establish and **modify tuition, fees, and charges** of all programs at the University”
 - “Exercise **sole authority involving academic matters**, and academic standards”
 - **Section 3:** Questions of academic judgment and decision-making shall remain in the University’s sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all the following matters:
 - “Student admissions and appointments ...”
 - “Establishing academic standard and standard for assessment of student work and grades, and all students’ progress as students”
 - “Who is taught, what is taught, how such content is taught and who delivers the instruction”
 - “All matters related to research methodology and materials”
- Bargaining has come a long way. Earlier negotiations included narrower clauses that did not separate out management vs. academic rights explicitly.

Keeping Labor Peace: No Strike/No Lockout

- Key Issues in a No Strike Clause:
 - Prohibiting Sympathy Strikes;
 - Ensuring the Union has a Stake in Ending the Strike;
 - Expedited Arbitration?
- **Syracuse**
 - During the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any graduate Assistant, will directly or indirectly cause, sanction, threaten, instigate, aid, condone, authorize, establish, or participate in any strike (whether sit-down, stay-in, **sympathy**, unfair labor practice, general, or of any other kind), walk-out, work stoppage, work slowdown, sickout, picketing, refusal to cross a picket line (whether such picket line is established by this Union or any other union), refusal to handle so called “struck business” (whether “struck business” is “struck” by this Union or any other union), concerted overtime refusal, or a concerted failure or refusal to perform assigned work.
 - The provision also includes an expedited arbitration provision:
 - The Arbitrator **must** hold a hearing **within 48 hours** of receiving notice of time and place of the parties.
 - The hearing **cannot exceed 8 hours**.
 - The University and Union **equally divide costs** of the Arbitrator.
- **Icahn School of Medicine at Mt. Sinai (post-doctoral employees)**
 - Section 3: Should any Postdoctoral Fellow or Postdoctoral Fellows take part in any strike or other activities contrary to the terms of this provision, Mount Sinai shall immediately notify the Union, and the Union shall be immediately accessible to Mount Sinai. The Union through its representatives shall make good-faith efforts to bring about an immediate end to any activity prohibited by this Article by taking the following steps:
 - a. publicly disavowing such action by the Postdoctoral Fellows;
 - b. advising Mount Sinai in writing that such action by Postdoctoral Fellows has not been called or sanctioned by the Union;
 - c. notifying Postdoctoral Fellows that the Union disapproves of such action, that such action is in violation of this Agreement, and that Postdoctoral Fellows are instructed to cease such action and return to work immediately.

How the Union Gets its Due(s): Union Security

- **Agency Shop**: A union security clause whereby all members of a bargaining unit must pay a service fee, the equivalent of dues, whether or not they are union members.
 - **Syracuse**, Article IV, Sec 2: “**As a condition of their continued Graduate Assistantship**, each new Graduate Assistant hired on or after the date of signing of this Agreement shall acquire and maintain membership in the Union beginning on the day following the expiration of thirty (30) days worked, or must agree to pay an amount equal to that Graduate Assistant’s weekly Local 200 United...dues”.
- **Open Shop**: A business permits employees in the bargaining unit to remain employed whether or not they join the union or pay agency fees.
- This is often a fight at the table, and **only two** Universities secured Open Shop provisions after protracted negotiations:
 - **Columbia**, Article 18, Section 2: “Student Employees who are appointed to a position covered by this Agreement, and who receive compensation in the form of wages, **may elect to the join the Union and pay membership dues and fees.**”
 - **Harvard**, Article 33, Section 2: “Every [Student Employee] **will be given the choice to affirm choosing to join the union or not** for each appointment period, or if already a member, if they wish to opt out. There will be no fee or further consequences for the [Student Employee] who chooses not to join the union.”

Non-Discrimination Provisions

- Even with anti-discrimination laws and university policies, Unions want anti-discrimination provisions to ensure they can enforce these rights through a grievance and arbitration provision. But, in the University context, these run up against robust Title IX and other EEO investigation procedures.
- Key considerations:
 - Do you want discrimination claims to have mandatory, binding **grievance and arbitration** for statutory claims?
 - The Supreme Court’s decision in *14 Penn Plaza LLC v. Pyett*, 556 US 247 (2009) permits employers and their unions to subject statutory discrimination claims to binding grievance and arbitration if it is explicit in the contract.
 - “Nothing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee **and those agreed to by a union representative**. This Court has required only that an **agreement to arbitrate** statutory antidiscrimination claims be ‘**explicitly stated**’ in the **collective-bargaining agreement**.” *Id.* at 258.
 - Do you want to **maintain the University’s Title IX and other EEO investigation procedures** as the **main avenue of redress** of discrimination and harassment claims?

Labor Management Committees

- These provisions help ensure that the parties have an avenue to discuss issues that come up during the term of a contract **before** they become **grievances or disputes** in bargaining for a successor agreement.
- **For example:**
 - **Columbia:** Section 1: A joint Union-Management Committee shall be formed to discuss the administration of this Agreement and other related matters. This Committee shall not discuss active grievances. This Committee will consist of up to **five (5) members on each side**. Meetings will be held on a **quarterly basis at mutually agreed upon times**. By mutual agreement, the parties can schedule an additional meeting or **cancel** a meeting. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting. The parties will designate their own representatives to the committee.

Grievance and Arbitration

- The way to resolve disputes that arise under the contract. Without a strong grievance and arbitration provision, disputes may fester and not get resolved prior to bargaining for a successor agreement, adding more issues to the table.
- What makes a strong grievance and arbitration provision?
 - A **clear process** that provides for grievance steps ending in binding arbitration;
 - Providing **the University the right** to file a grievance;
 - **Fair timing** – i.e., ensuring that the University has enough time to respond and process grievances and that arbitrations are decided in a timely manner;
 - A **clear statute of limitations** requiring that grievances be filed within a defined period of time.
 - **Good arbitrators** – often, it is better to name specific arbitrators than leaving the interpretation of your contract to chance through a AAA strike process.
- Examples of beneficial language (**Columbia**):
 - “A Student Employee covered by this agreement, the Union, **or the University** may file a grievance in accordance with the procedure outlined in this Article.”
 - “A grievance is a claim by an individual Student Employee, the Union, **or the University** that this Agreement has been violated.”
 - “Where possible, arbitration hearings shall be **scheduled within sixty (60) calendar days** of the appeal to arbitration.
 - “The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance **within thirty (30) calendar days** of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.”

Discipline and Discharge

- The issue of Academic Misconduct has become key in the negotiation of discipline and discharge provisions in University CBAs:
 - **Harvard**: Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and *not* to determinations by the University to **dismiss a SW from the University** or take an adverse action against a SW for **academic reasons**, including but not limited to **grades, academic assessments, and authorship decisions** or for **non-job-related disciplinary reasons**.

WATCH OUT! Burdensome Discipline and Discharge Provisions

- Union's have begun proposing ***burdensome*** discipline and discharge provisions that seem more like the **due process** procedures for **public employment** than discipline and discharge procedures in private contracts. **Harvard's** contract includes such language, and similar language was recently proposed by the Union at **Caltech**.
- **Harvard:**
 - Prior to invoking suspension or discharge, University shall:
 - **Notify** SW and Union in writing about proposed suspension or discharge.
 - **Hold a *disciplinary hearing*** with the SW no sooner than **seven days** after the Notice.
 - The SW has a **right** during the hearing **to respond** to alleged violations.
 - Then, after the hearing, SWs who are disciplined or discharged are **entitled to file a grievance** at Step 2 of the Grievance procedure within **20 business days**.

Health and Safety

- Some universities opt for a longer, more detailed provision.
 - **Harvard's** for example includes 10 separate sections, including provisions on:
 - First Aid Equipment
 - Tools, equipment, and PPE
 - A health and safety committee
 - Workplace and workstation evaluations
 - Asbestos removal projects
- Some universities include a shorter version just to comply with legal requirements.
 - **E.g., NYU's provision** : In compliance with University health and safety policies and procedures, the University shall make ***reasonable attempts*** to maintain in safe working condition the assigned work-place and equipment required to carry out assigned duties.
 - It also creates a 4 member group – 2 from the University, 2 from the Union – to meet to discuss health matters.

Vacation

- **Columbia:** 12 Month appointments – **10 paid vacation days**; Academic Year – **8 paid vacation days**, but “must take such time during academic breaks or as otherwise agreed with the student's supervisor.”
- **MIT:** Up to **15 days** in a **12 month period** (5 days/appointment period)
- **Johns Hopkins:** **Full-time residents** may take **15 days of paid vacation per FY**. Vacation days are **prorated** for less than full-time appointments.



Paid Sick Leave

- **Columbia:** “Reasonable number of sick days but no less than what is required under NY law.”
- **NYU:** “Reasonable duration of sick days is at least 7 days in an academic year.”
- **USC:** Students may take 5 sick days per academic year...
- **MIT:** 20 hours of sick time for each appointment period - capped at 40 hours per year.





Key Issues for Unions at the Table

Guaranteed Funding

- Unions want to ensure that student workers have a contractual right to continue stipend payments for a certain number of years, even in semesters or quarters where they do not have a guaranteed Teaching or Research Assistant Position.
- Universities often take the position this is a ***permissive subject of bargaining*** since it deals with **academic matters**
 - ***Mandatory subject of bargaining***: The duty to bargain covers all matters concerning rates of **pay, wages, hours of employment, or other conditions of employment**. On these subjects, the employer, as well as the employees' representative, must bargain in good faith, although the law does not require “either party to agree to a proposal or require the making of a concession.”
 - ***Permissive subject of bargaining***: Matters that are lawful but ***not*** related to “**wages, hours, and other conditions of employment**.”

Guaranteed Funding Examples

- **Columbia**: Acknowledges that, “*on a permissive basis*,” the University will provide support to students within their “guaranteed years of support” during semesters where students do not hold an appointment at a rate that is 2% less than semesters where they hold an appointment.
- **Syracuse**: “[A]ll University Ph.D. students, even when they do not hold Graduate Assistantships, shall be provided with Guaranteed Funding within their **guaranteed years of support** (i.e. when on Fellowship) ... “Guaranteed Funding” is limited solely to the compensation and benefits [identified in this article].”
- **Johns Hopkins**: Students in positions covered by this Agreement are guaranteed a *minimum* of 4 or 5 years, depending on what school at the University they are enrolled.
- **Clark University**: Agrees to honor “the length of funding packages” previously offered to Graduate Assistants.

Workload

- Unions often campaign on setting a hard cap on workloads at universities, and limitations on the times when they can be asked to do work.
- **Stronger Provision (USC):**
 - The workweek for a Graduate Student Worker to perform the duties assigned for a 50% appointment shall **average no more than twenty (20) hours** per week **over the course of a semester**, with the emphasis placed on meeting the responsibilities assigned to the position.
 - **Specific hours worked each week will fluctuate** for Graduate Student Workers due to the nature of their work. The **work** of a Graduate Student Worker will be **related** to the **academic research and teaching endeavors** of the University, and may also overlap with the academic work of the student in the degree program.
- **Weaker Provision (Johns Hopkins):**
 - **No employee** shall be required to perform work covered by this Article **for more than twenty (20) hours per week on average**. This includes but is not limited to, the following activities when required by their appointment: **meetings, trainings, office hours, orientations and conferences**, and **reasonable classroom preparation** for employees with teaching assignments.
 - The University acknowledges as a general principle that, unless mutually agreed to by the employee and their supervisor and documented in writing, **work obligations** should be met **primarily** during **regular work hours** (typically **8:30 AM to 5:00 PM, weekdays**), which may vary by position.
 - The University will make a good faith effort to provide a **virtual or remote option for mandatory meetings** that occur **outside of regular work hours....**

International Students

- Benefits given specifically for international students have become a flash point, and include:
- **Columbia**: International students are provided **reasonable time off without loss of pay** to attend **visa and immigration proceedings** for **themselves** or their **spouse or children**.
- **Harvard**: CBA establishes an “International Worker Assistance **Fund**” to distribute **\$30,000 each fiscal year**. Distribution is made in accordance with procedures established by union and as approved by university.
- **MIT**: The International Student Office will **invite immigration attorneys** to visit campus **once each semester** to discuss H visas and green cards.
- **Johns Hopkins**: International employees who are **required to travel** out of the country in order to **maintain their immigration status** necessary to be able to continue their program at the University are eligible for up to **14 days off with pay** during the period of travel.

Parental Leave

- **NYU: 6 weeks of paid parental leave** for arrival of a newborn or adopted child.
- **Harvard: *Unpaid*** time off from their duties for **up to 12 weeks**.
- **USC: *PhD*** students are eligible for a **paid, one-semester** parental leave.
- **Syracuse: Up to 8 weeks** of parental leave, **without a stipend deduction**. GAs are eligible for parental leave twice during enrollment.



Childcare

- **NYU:** Offers a child-care **fund** that started at \$200,000 (for all graduate students) and increases by \$25,000 each year the CBA is in effect, reaching **\$325,000 for FY 2026**.
- **Columbia:** Allows PhD Student employees to apply for a **\$4,500 (per year)** child-care subsidy.
- **USC:** Provides for a **fund** capped at \$400,000 annually, and students can apply for \$1,800 each semester.
- **MIT:** Offers *both* **need-blind** grants (\$6,500 for one child), and **supplemental need-based** grants up to \$10,000. MIT graduate students are also eligible for MIT's "backup child-care program," which gives 15 days of backup care in a fiscal year at rate of \$5-per-hour for in-home care.



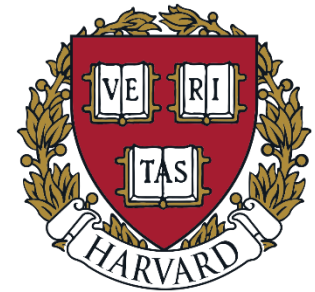
Transportation/Parking

- **USC: Up to 200** of its partial week parking **permits** available each *semester* for graduate students during their appointment on a **first come first serve** basis, and on the same terms as others on campus.
- **Johns Hopkins:** Employees are eligible to be **reimbursed** for the cost of Maryland Transit Administration (MTA) All Access College **Transit Passes** or U-Pass College Student Pass during periods where they have an appointment under this Agreement.



Housing Provisions

- **Northwestern:** The University has the **right** “to **determine** and **manage campus housing** pursuant to University policies.”
- **Harvard:** “Effective with the fall semester 2020, student workers living in University-owned housing shall be able to pay rent on monthly basis **without incurring fees.**”
- **Yale:** “Graduate Workers who take medical or parental leave, or who are placed on involuntary medical leave, shall be able to **stay** in Yale-owned housing **through the end of their rental agreement** with the University provided that they **continue to pay** their rent have not been prohibited from remaining on campus.”



Wages/Stipend

- Every institution's wages/stipends vary based on both the institution and the cost of living in their particular area.
- A key resource in evaluating stipends has been MIT's Living Wage Calculator, which purports to calculate the cost of living in the US by county: [Living Wage Calculator \(mit.edu\)](https://livingwage.mit.edu)
- Unions often use cost of living as a benchmark.
- Recent CBAs have the following minimum stipends:
 - **Columbia: \$48,080**
 - MIT Calculator - New York County, New York (Columbia, NYU): \$69,282
 - **USC: \$40,000**
 - Los Angeles County, California (USC): \$55,385
 - **Syracuse: \$28,000 (PhD students); \$24,000 (Masters' students)**
 - Onondaga County, New York (Syracuse): \$43,469

Hot Button Issues



Authorship Issues

- **Johns Hopkins:**

- **Authorship** on publications and presentations stemming in part or whole from the work of one or more employees will *justly reflect* the contributions.
- The employee's immediate *supervisor* will **communicate to employees** the level of **anticipated contribution** and **commensurate authorship attribution**. The parties recognize that the appropriate timing for this conversation will vary based on the discipline and the nature of the work assignment and may not occur until drafting of the manuscript occurs. If an **employee's contribution changes substantially**, the immediate supervisor will **reassess** and **communicate** the terms of the anticipated authorship attribution.
- [Article 15, Section 6]

Gender Inclusion Provisions

- Many Universities include a provision to promote gender inclusivity and protect the rights of gender non-conforming student employees.
 - **USC:** The University shall provide that all GSWs have **adequate access to all-gender bathrooms**.
 - **Harvard:** The University shall respect the SW’s decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private. Upon request from the SW, the University will work to **update aspects** of a SW’s **employment record** to **reflect a change in name or gender**.
 - **MIT:** Employees who believe that their supervisor or coworkers are *misgendering or dead naming* them may pursue **informal resolution** avenues offered by MIT . . . The parties acknowledge that **intentional and repeated** misgendering or deadnaming by MIT **constitutes harassment** under Section 2 (Harassment) of Article 10, Nondiscrimination if sufficiently severe or pervasive . . . MIT shall **enhance existing DLC head trainings** to include **education** on this topic, as well as information about the application of MIT policies.
- Syracuse approached this issue by also creating a **Pronoun, Gender, and Preferred Name Advisory Council**.
 - “This Side Letter of Agreement, will be effective . . . to document the understanding and accord to provide the opportunity for the SGEU to **designate one of its members** to *participate* on the University's Pronoun, Gender, and Preferred Name Advisory Council (PGPNAC) to **effectuate the goals of the non-discrimination article** of the collective bargaining agreement between the University and the SGEU.”

Protests on Campus

- The protests on campus led Unions at **Cornell, Emory, Caltech, Syracuse** and many other institutions to propose specific proposals to address their perceived rights during the protests, specifically:
 - Academic Freedom, and
 - Freedom of Speech
- Early in the protest movements, these often took the form of “Academic Freedom” articles.
- More recently, Unions propose Freedom of Speech proposals targeting the type of conduct seen at encampments.

Academic Freedom

- **Syracuse** - Section 3.51 (Academic Freedom) of the University Faculty Manual, in its present version or as amended in the future, shall apply to Graduate Assistants as appropriate for their role(s) and disciplinary expertise. While these academic freedom principles are essential to many aspects of this Agreement, those principles are not grievable under the Agreement.
 - Negotiations over Syracuse’s CBA took place during the first protests over the War in Gaza in 2023.

Freedom of Speech Proposals

- **Cornell Graduate Students** (March 25, 2024)

- The employer shall ensure the following rights and freedoms: [...]
 - “Employees shall have the **right to express themselves as members of society** or as representatives of their fields of instruction, study, or research, **free from censorship or retaliation** by the Employer.”
 - “The Employer shall **not limit** the rights of Employees to **assemble or protest peacefully.**”
 - “Employees have the right to **address any matter** of institutional governance, policy, or action.”
- The **Employer** shall not use any University processes to retaliate against an Employee for exercising their academic freedoms.

- **Weill Cornell Postdoctoral Employees** (May 10, 2024)

- WCM shall ensure the following rights and freedoms:
 - “Postdoctoral Employees shall have the **right to express themselves as members of society** or as representatives of their fields of instruction, study, or research, **free from censorship or retaliation** by WCM.”
 - “Postdoctoral Employees shall have the right to **address any matter** of institutional governance, policy, or action **without** institutional **discipline**, restraint or censorship.”
 - “Weill Cornell Medicine shall not limit the rights of Postdoctoral Employees to **assemble or protest peacefully.**”
 - “Postdoctoral Employees shall have **freedom in pursuit of their own research and in creative expression**, and dissemination of the results, consistent with academic norms.”

Questions?

Are There Limits to *Columbia*? Fellows and Other Graduate Education Models



Adam Lupion
Partner

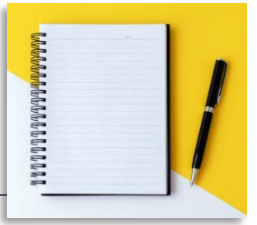


Steven Porzio
Partner



Paul Salvatore
Partner





Agenda—What We Will Cover Today

- Massachusetts Institute of Technology (“MIT”) – A case study of the applicability of *Columbia*
- Recent Applications
- Which Students Fit the “MIT” mold

MIT: Procedural Background

- February 1, 2022: MIT's graduate student union filed a petition which initially sought to include both graduate fellows and TAs/RAs.
 - MIT challenged the inclusion of graduate fellows in this initial petition. However, in order to allow the TAs/RAs to proceed to a timely election, the union agreed to exclude fellows from the relevant bargaining unit.
 - On March 1, 2022 a stipulated election agreement was reached between MIT and the union concerning the unit of TAs and RAs. The union won the election on April 5, 2022.
- September 26, 2022 (five months after the election): the union filed a second representation petition seeking to represent solely graduate fellows. MIT challenged the petition on the grounds that the fellows were not statutory employees under *Columbia*.
- October 19-24, 2022: a hearing was held before Region 1 of the NLRB as to whether fellows at MIT should be considered employees under the Act
- March 13, 2023: the Regional Director of Region 1 issued their decision, finding the graduate fellows at MIT were not employees under the NLRA and were distinguishable from the graduate students in *Columbia*.
- March 13, 2023 – Present: The decision is currently on appeal at the NLRB pending a decision

MIT: Theory of the Case

- MIT argued that graduate fellows were not statutory employees under *Columbia* because they did not perform services for the University
- MIT noted the following factors distinguished MIT graduate fellows from the graduate students at issue in *Columbia*:
 - MIT graduate fellows did not perform any services for the university in exchange for their funding
 - MIT fellowships were not similar to training grants that were cited in *Columbia* because fellowship funding was contingent on maintaining academic standing, whereas training grants required the performance of specific activities
 - MIT graduate fellows did not have indicia of employment such as I-9s, vacation time, and the requirement to request time off
- MIT argued that if the Board ruled graduate fellows were employees, such a ruling would have unintended consequences for fellows:
 - International students may be prevented from obtaining fellowships due to federal regulations which impose a 20-hour employment cap on international students
 - Possible tax implications (e.g., withholding and reporting income taxes)

MIT: Regional Director's Analysis

The RD found that graduate fellows were not employees under *Columbia* because, while graduate fellows' educational interests may further MIT's broad interest in "advancing knowledge," **fellows did not perform work directed by the university in exchange for compensation**

- The work at issue was "indistinguishable" from academic work and the direction provided to graduate fellows was similarly indistinguishable from academic direction
- Compensation was not directly tied to the completion of particular tasks, but rather it was tied to maintaining good academic standing
- Graduate fellows were distinguishable from unionized MIT research assistants, noting that while both conducted similar research, only research assistants were under the direct supervision of faculty members who also controlled their funding and objectives.

MIT Factors: Compensation

Research Assistants	Graduate Fellows
Payment is tied to the RA's completion of tasks (e.g., writing reports to sponsors)	Payment is tied to the graduate fellow maintaining good academic standing
Income taxes are withheld from funds disbursed to RAs	Income taxes are not withheld from funds disbursed to graduate fellows
RAs receive a W-2	Graduate fellows do not receive a W-2
RAs receive paid vacation time	Graduate fellows do not receive paid vacation time
RAs fill out I-9 employment verification forms	Graduate fellows do not fill out I-9 employment forms
RAs need to request time off	Graduate fellows do not need to request time off
All source of payments and compensation come from the University	Some (but not all) fellowships are funded through external donors, corporations, funding agencies (e.g., the NIH)

MIT Factors: Control

Research Assistants	Graduate Fellows
RAs are limited in the projects they work on and the MIT faculty they work with	Graduate fellows have the flexibility to choose their own projects and which faculty they would like to work with
RAs are subject to MIT's limits on working hours (20 hours per week)	Graduate fellows are not subject to limits on research hours
RAs only conduct research alongside other RAs	Graduate fellows conduct research alongside other students who are self-funded
RAs are under the direct supervision of a faculty member who is in control of their funding	Graduate fellows can change projects and/or the faculty they work with without losing funding
RAs typically require equipment or a lab to conduct their research	Some graduate fellows (e.g., economics) do not require a lab and can work like any other student

Applying MIT

- On June 6, 2023, graduate students at the Icahn School of Medicine at Mount Sinai (“Mount Sinai”) filed an RC petition on behalf of PhD and MD/PhD students.
- Mount Sinai partnered with Proskauer to litigate whether those graduate students were statutory employees under the Act.
- While Mount Sinai reserved its right to challenge *Columbia*, its primary argument was the PhD and MD/PhD students were not employees because they did not provide services in exchange for funding, similar to the fellows in MIT.
- Mount Sinai litigated the hearing in full and submitted a post-hearing brief on August 3, 2023. The matter is still pending.

Applying the Compensation Prong

- Similar to the MIT graduate fellows, in order to receive funding Mount Sinai PhD and MD/PhD students were required only to maintain satisfactory academic standing.
- Mount Sinai PhD and MD/PhD students were guaranteed uniform, comprehensive funding, and neither the Graduate School nor the graduate students' individual mentors (referred to as PIs) were permitted to provide additional funding.
- During the hearing, multiple witnesses testified that PhD and MD/PhD student funding was not in exchange for any services.
- Even the petitioning union's witnesses testified that they could decline specific teaching or research opportunities with no impact on their funding.
- Mount Sinai PhD and MD/PhD students could change labs without losing funding, and were even able to follow their PIs to peer institutions while maintaining full funding.

Applying the Control Prong

- Similar to the MIT graduate fellows, Mount Sinai PhD and MD/PhD students had full autonomy over their dissertation topic and the lab in which they performed their thesis research.
- Further, Mount Sinai PhD and MD/PhD students also determined how to best conduct the research required for their dissertation.
- Unlike their unionized post doc counterparts, Mount Sinai PhD and MD/PhD students were not required to achieve any specific grant requirements.
- Several witnesses testified that PhD and MD/PhD students were expected to spend 100% of their time performing research in furtherance of their dissertation.
- In rare instances, Mount Sinai would intervene on behalf of a PhD or MD/PhD student if it found their PI was preventing the student from focusing on their dissertation.

What Can Universities Do Now to Prepare?

- Universities who would like to consider excluding fellows from their bargaining unit should begin to conduct an internal analysis pursuant to the *MIT* factors
- Specifically, Universities should:
 - Identify the compensation it offers to fellows and how it may differ from RAs (if at all)
 - Identify various aspects of control that it has over fellows and how this differs from RAs (if at all)
 - Identify members of the administration who could be interviewed for fact development and could serve as a possible witness
 - Review relevant documents, policies, etc. regarding fellows and RAs
- We have handled several of these investigations for various clients and have materials that can help streamline this process

Questions?

What's Next for "Student Athletes"?



Adam Lupion
Partner



Steven Porzio
Partner



Paul Salvatore
Partner



The Current Landscape

- Northwestern (2015)
- September 2021 NLRB General Counsel Memo
- USC/PAC-12/NCAA
- Dartmouth Men's Basketball
- *Johnson et al. v. NCAA et al.*
- Antitrust Tentative Settlements

Questions?

The Next Frontier: Organizing on Campus since *Columbia*



Steven Porzio
Partner



Paul Salvatore
Partner

Unionization on the Rise

- Organizing among graduate students is part of a general trend of increased union activity at universities.
- The increase in certified graduate student unions has spurred further organizing among other units.
- We have seen organizing among 4 key groups at universities:
 1. Post-doctoral students
 2. Undergraduate student workers
 3. Resident advisers
 4. University staff

Increased Union Activity on Campuses

- **Established** unions (like UE, UAW, and SEIU) have led the way in student-worker organizing
- The presence of established unions on university campuses has led to **increased organizing** at university campuses.
- A report from Hunter College shows that **roughly an equal number of undergraduate units** were certified in '22-'23.

FIGURE B2: NEW STUDENT-WORKER UNITS BY UNION AFFILIATE, 2022-23

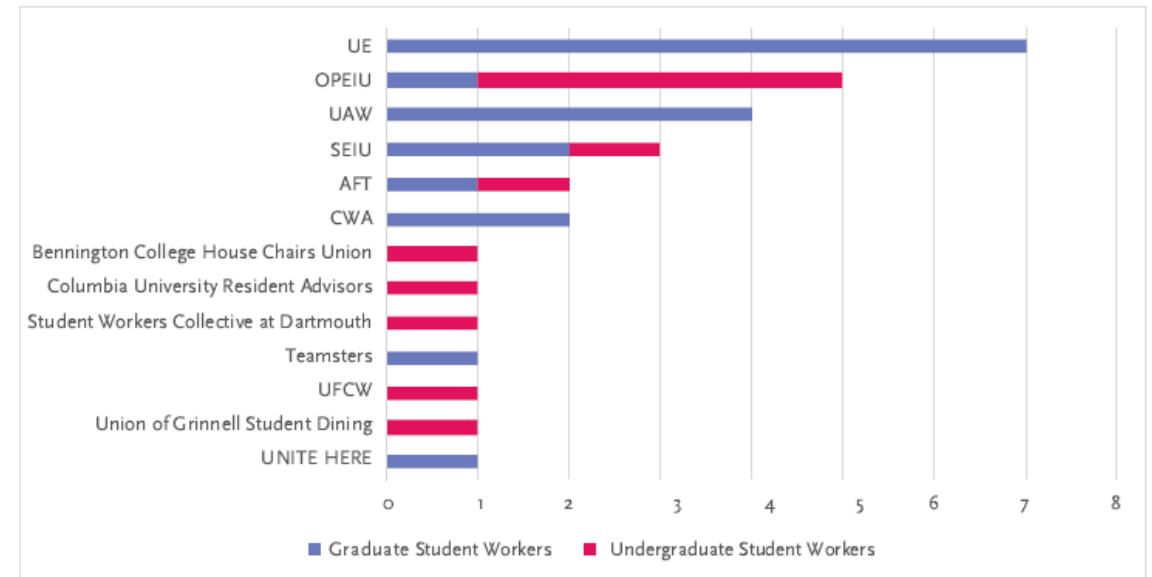


Chart and statistics taken from: William A. Herbert, Jacob Apkarian, and Joseph van der Naald, *Union Organizing and Strikes in Higher Education: The 2022-2023 Upsurge in Historical Context*, NAT'L CTR. FOR STUDY COLLECTIVE BARGAINING HIGHER EDUC. (2023), [State of the Unions 2023 Special Section, Clean Final.pdf \(cuny.edu\)](#).

More Union Activity = More Strikes

- Between **2013-2017**, there were only **4** student-worker strikes.
- Since **2019**, there have been at least **5** student-worker strikes *each year*.
- The University of California strikes in 2022 were the largest ever in U.S. higher education.
- This trend of increase strike activity has continued in 2024 (e.g., University of California, University of Washington).

FIGURE B4: FACULTY, POST-DOCTORAL SCHOLAR AND STUDENT-WORKER STRIKES, 2013–23

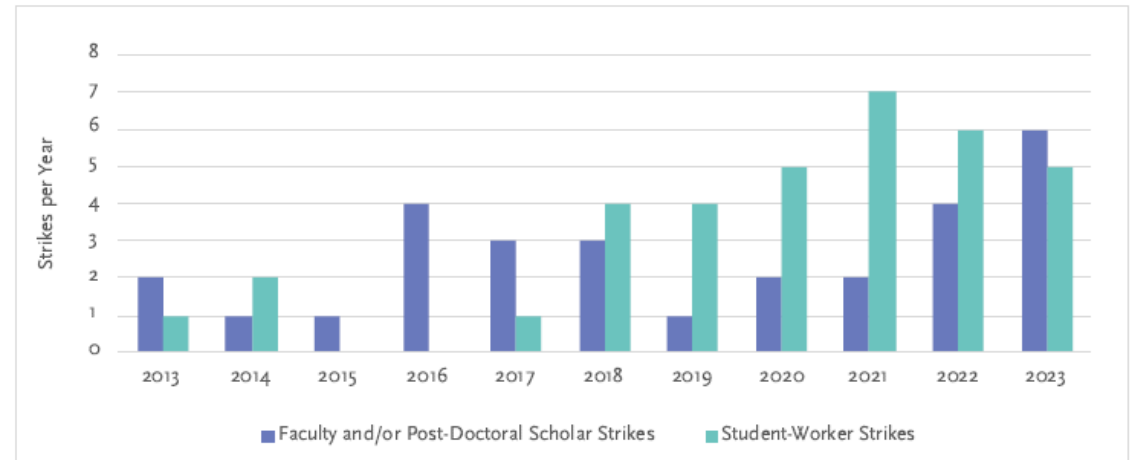


Chart and statistics taken from William A. Herbert, Jacob Apkarian, and Joseph van der Naald, *Union Organizing and Strikes in Higher Education: The 2022-2023 Upsurge in Historical Context*, NAT'L CTR. FOR STUDY COLLECTIVE BARGAINING HIGHER EDUC. (2023), [State of the Unions 2023 Special Section, Clean Final.pdf \(cuny.edu\)](#).

Postdoctoral Student Organizing

- **Columbia** (TA reached October 24, 2023)
 - Unit includes, at all of the University's facilities: Postdoctoral Research Scientists, Postdoctoral Research Scholars, Postdoctoral Research Fellows, Associate Research Scientists, and Associate Research Scholars.
 - Excludes all other employees, including Postdoctoral Clinical Fellows and Postdoctoral Residency Fellows.
- **Icahn School of Medicine at Mount Sinai** (TA reached December 17, 2023)
 - Includes all Postdoctoral Fellows employed by Mount Sinai, and excludes all other employees.
- **Weill Cornell**
 - Union certified November 30, 2023.
 - Includes all postdoctoral trainees employed by Weill Cornell Medical College performing research at any of the Employer's facilities located in New York City, including but not limited to Postdoctoral Associates, Fellows, and Visiting Fellows, regardless of funding source.
- **California Institute of Technology**
 - Union certified February 15, 2024

Other Post-Doctoral Union Activity at Private Universities

- **Certified unions:**

- Albert Einstein College of Medicine
- Princeton
- Boston University
- Brown

- **Other union activity:**

- Harvard University (Union seeks to represent Harvard’s non-tenure-track (NTT) research and teaching employees—about **6000** postdocs, research associates, lecturers, preceptors, and others.)
- Northwestern University
- USC (election scheduled for June 20 and 21, 2024)



Undergraduate Hourly Student Workers Unions

- **Syracuse**

- Food service, dining, and library undergraduate student workers
- Organizing took place **during graduate student** bargaining
- Vote took place approximately a month after graduate student CBA was ratified.
- Voted **1,146 to 1** in favor of unionization on April 24, 2024

- **Grinnell College**

- The Union claims this is this **first** “wall-to-wall ***undergraduate***” labor contract **in US history**.
- The unit originally consisted of student dining workers, but has since expanded to all undergraduate students (full-time or part-time) who are employed by Grinnell College.
- CBA in effect 2024 - 2027
- The union is not affiliated with any larger union.

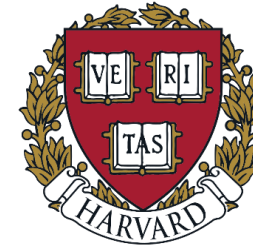
- **Brown**

- Unit certified on March 10, 2023
- Consists of: All Undergraduate Teaching Assistants (UTAs), Head Teaching Assistants (HTAs), and Meta Teaching Assistants (MTAs) employed in the Department of Computer Science at Brown University.

Other Undergraduate Student Unions

- **Certified unions include:**

- Smith College
- Hamilton College
- Harvard
- Brown



- **Pending petitions include:**

- Occidental College (~200 students - election occurred April 30, 2024, vote tally in June)
- Kenyon (pending decision from NLRB on whether students are employees under *Columbia*)
- Berea College (union seeks to represent **1,330** undergrad students)
- Pomona College

Resident Advisers

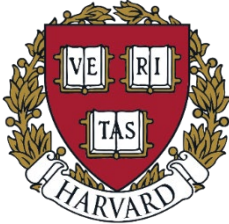
- **Barnard College**
 - Union certified on November 29, 2022
 - **Tentative agreement** reached in **December 2023**.
 - A union representative for Barnard said that the union only accepted the tentative agreement by a “**slim majority**.”
- **Columbia University**
 - Union certified May 17, 2023.
 - Includes all undergraduate student resident advisers (RAs) for students in Columbia College or the School of Engineering and Applied Science.
- **Emerson College**
 - Union certified February 2, 2024.
 - Unit includes both **graduate** and **undergraduate** students.
 - All undergraduate and graduate students currently enrolled in a degree program at Emerson College who are currently appointed to and serving in academic year or semester appointments as Resident Assistants at the Emerson College campus in Boston, Massachusetts.

Other Resident Adviser Units

- **Tentative agreement reached:**
 - Bennington College
 - Wesleyan University
 - Tufts



- **Certified unions include:**
 - Reed College
 - Harvard
 - Boston University
 - And several others...



- **Pending petitions include:**
 - Bucknell
 - NYU



University Staff Union

- Unions are also seeking to organize University staff members – i.e., non-students.
- **Syracuse University**
 - An election was held for clerical, technical, and certain professional staff on June 3 and June 4, 2024.
 - They voted 297 – 90 in favor of joining SEIU.
 - This unit began to organize **during grad student bargaining**, and was organized by the same Union – SEIU.
- This follows a long history of staff units at Universities:
 - **American University:** Full-time and part-time non-professionals employed in the University's Office of Enrollment
 - **Cornell University:** UAW administrative, facilities and technical unit.
 - **Harvard:** Full-time and part-time clerical and technical employees who work in Massachusetts or D.C.
 - **The New School:** Full-time and part-time non-teaching employees
 - **Yale:** Full-time clerical and technical employees employed by Yale in the Greater New Haven area

Adjunct Faculty Units

- **Units certified in 2024 include:**
 - **NYU** (931 employees, full-time continuing contract faculty employed by NYU)
 - **USC** (approximately 290 non-tenure track faculty at the school of Cinematic Arts)
- **Other Universities with Faculty Unions include:**
 - **Washington University in St. Louis** (all part-time non-tenured, non-tenure track, and non-research track faculty teaching in the undergraduate program)
 - **Tufts** (both full-time and part-time lecturers)
 - **Brandeis** (all graduate and undergraduate non-tenure track faculty)
 - And many others... (**65** new faculty bargaining units at **private** institutions were certified between **2013** and **2019 alone**)



Statistics taken from William A. Herbert, Jacob Apkarian, and Joseph van der Naald, *Supplementary Directory of Bargaining Agents and Contracts in Institutions of Higher Education, 2013-2019*, NAT'L CTR. FOR STUDY COLLECTIVE BARGAINING HIGHER EDUC. (2023), [SupplementalDirectory-2020-FINAL.pdf \(cuny.edu\)](https://www.cuny.edu/sites/default/files/2023/06/SupplementalDirectory-2020-FINAL.pdf).

Looking into the Future: Faculty Unions?

- In 1980, the Supreme Court held in *NLRB v. Yeshiva University*, 444 U.S. 672 (1980) that faculty at Yeshiva University were managerial and therefore excluded from the coverage of the Act.
- In 2014, the Obama Board “refine[d]” the *Yeshiva University* standard in *Pacific Lutheran*, 361 NLRB 1404 (2014), and created a new two part test for determining the managerial status of faculty members:
 - **One:** Whether faculty have decision-making authority in academic programs, enrollment policies, finances, academic policies, and personnel policies
 - **Two:** Whether the faculty exercise “actual control or effective recommendation” over each of those areas.

The Post-*Pacific-Lutheran* Landscape

- However, the D.C. Circuit abrogated *Pacific Lutheran* in *Univ. of S. California v. Nat'l Lab. Rels. Bd.*, 918 F.3d 126 (D.C. Cir. 2019), finding that the Board's test impermissibly permitted even those faculty who were “part of a faculty body ***to which the university has delegated managerial authority***” to be employees under the Act.
- In 2021, the the Board therefore revised its faculty managerial status in *Elon Univ.*, 370 NLRB No. 91 (Feb. 19, 2021):
 - **One**, whether a faculty body exercises **effective control** over areas of **decision-making**
 - **Two**, whether, based on the faculty's structure and operations, the petitioning subgroup is included **in that managerial faculty body**

Bargaining with Multiple Units

- In this climate, Universities will be faced more and more with the possibility of bargaining with multiple units on campus representing disparate units. A few strategies:
 - **Pre-Baking:** The Obama Board in *Dana Corp. & Int'l Union*, 356 NLRB 256, 264 (2010) expressly permitted Unions and Employers to enter into an agreement to “prospectively address[] some substantive terms and conditions of employment” so long as the agreement (1) preserves employee free choice [i.e., they still get an election or representation is otherwise based on a card check showing majority status], and (2) no unfair labor practices have been committed.
 - **Pattern Bargaining:** If you have a CBA that the University and Union already like
 - the University can seek to have the Union agree to incorporate various terms from existing CBAs into first contracts for new units.

How Can Universities Respond Before Organizing Begins?

- In this climate we often recommend taking active steps to train managers and supervisors in labor relations to be in best possible position
- Determine **high-level strategy** in the event of union organizing
 - Meet with key stakeholders to gain consensus on strategy for:
 - (1) University response to union organizing (e.g., voluntary recognition, litigate, aggressive counter campaign);
and
 - (2) identifying the University’s employee relations philosophy and how to, if at all, roll that out to employees
- Conduct a **supervisory audit**
 - Determine which individuals are supervisory
 - Evaluate “*close call*” individuals who may or may not be supervisory based on the nature of their work
 - Discuss with counsel the possibility of **augmenting** such “close call” cases with more or less authority to make them clearer cases depending on tactical goals
- Conduct **vulnerability assessment** of employee population
 - Hopefully identify *drivers* of **employee dissatisfaction** and assess **interpersonal connections** between employees and other informal leaders to assess likelihood of organizing
- Identify potential **positive employee relations goals**
 - Consider expanding existing employee engagement practices (e.g., employee newsletter, councils etc.)



Thank you

Higher Education Labor Roundtable

Proskauer»

The information provided in this slide presentation is not intended to be, and shall not be construed to be, either the provision of legal advice or an offer to provide legal services, nor does it necessarily reflect the opinions of the firm, our lawyers or our clients. No client-lawyer relationship between you and the firm is or may be created by your access to or use of this presentation or any information contained on them. Rather, the content is intended as a general overview of the subject matter covered. Proskauer Rose LLP (Proskauer) is not obligated to provide updates on the information presented herein. Those viewing this presentation are encouraged to seek direct counsel on legal questions. © Proskauer Rose LLP. All Rights Reserved.