NYU graduate employees win back union with 98% majority

UAW Press Release, 12/12/2013

NEW YORK – A majority of voting graduate employees at New York University chose to unionize in an historic election held on Dec. 10 and 11 that was certified by the American Arbitration Association late today. With a resounding 98 percent voting for representation by the UAW, NYU once again becomes the only private university in the U.S. with collective bargaining rights for graduate employees.

A groundbreaking Nov. 26 election and neutrality agreement between NYU and the Graduate Student Organizing Committee/UAW (GSOC/UAW) and Scientists and Engineers Together/UAW (SET/UAW) led to the election. The positive vote creates a bargaining unit of 1,247 graduate, research and teaching assistants (GAs, TAs and RAs) across NYU and the Polytechnic Institute of NYU, which expands the unit beyond the number of classifications covered under the previous contract that ended in 2005.

“This is a huge victory that puts us in a position to negotiate for the things that really matter to us,” said Natasha Raheja, a doctoral candidate and TA in Anthropology at NYU. “We are determined to reach an agreement on a strong union contract by the end of this academic year.”

The election and neutrality agreement set a positive tone for the election, built the foundation for a productive bargaining relationship with the administration, and serves as a model for graduate employees aspiring to organize at other private institutions across the country. Key provisions included:

- A commitment by the NYU administration – including department chairs, directors of graduate studies, and others – to remain neutral and refrain from influencing the election.
- Provision for a neutral arbitrator to resolve any pre-election disputes within 48 hours.
- An agreement by the NYU administration to bargain in good faith for a contract upon certification of a majority vote in favor of unionization.

In a joint statement issued after the neutrality agreement was reached, the UAW and NYU

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Earned Paid Sick Time Act, S900/H1739

Under this law, employees would earn 1 hour of sick time for every 30 hours worked.

- For employers with more than 5 employees, earned sick time would be paid.
- For employers with 5 or fewer employees, employers would have the option of paying for sick time, but could not discipline workers who used sick time.

Employees can use sick time to:

- care for themselves or a family member
- to recover from illness
- to attend medical appointments
- to care for chronic illnesses
- to seek support to escape or recover from domestic violence

For more information, check out http://www.masspaidleave.org/

We will be carpooling to Boston from Western MA on the morning of the 4th, and returning in the early evening. Please email info@uaw2322.org by Tuesday, February 18 to let us know that you'd like to attend.
Harris v. Quinn and The Future of Public Sector Unions

By Ryan Quinn, Servicing Rep.

On January 21, when the U.S. Supreme Court heard oral arguments in Harris v. Quinn, justices questioned some of the core legal principles underlying public employee collective bargaining. The outcome of this case could have serious implications for the future of public sector unions, and may impact private sector “fair share” agreements as well.

The plaintiffs are a group of home health care aides provided by the state of Illinois to some Medicaid patients, assisted by the National Right To Work Committee (NRTW). They contend that even though these workers object to membership in a union authorized by a majority of home health care aides and therefore do not have to pay for any political expenditures by the union, the union’s representative status and the agency fee they have to pay for bargaining and representation expenses constitute a violation of their First Amendment rights.

That is to say, because a contract between the state and the union requires that workers pay an agency fee for bargaining and representation expenses, the state of Illinois is unconstitutionally restricting workers’ First Amendment rights of free association and free speech. This argument has been rejected by the Court since its 1956 Railway Employees v. Hanson decision, where Justice Douglas wrote for the majority that, “on the present record, there is no more an infringement or impairment of First Amendment rights than there would be in the case of a lawyer who by state law is required to be a member of an integrated bar.” The Court maintained the constitutionality of agency and fair-share agreements in a number of private sector cases prior to upholding their legality in the public sector in the 1977 case Abood v. Detroit Board of Education. In Abood, the court held that, “although public employee union’s activities are political to the extent they attempt to influence governmental policymaking, the differences in the nature of collective bargaining between the public and private sectors do not mean that a public employee has a weightier First Amendment interest than a private employee in not being compelled to contribute to the costs of exclusive union representation.”

Some of the Justice’s questions during oral arguments seemed to indicate a concern about issues more fundamental than whether an agency fee in public employee union contract violat...