

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

NEW YORK UNIVERSITY
Employer
and

Case 02-RC-023481

GSOC/UAW
Petitioner

POLYTECHNIC INSTITUTE
OF NEW YORK UNIVERSITY
Employer
and

Case 29-RC-012054

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE,
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
Petitioner

**PETITIONER'S REPLY BRIEF TO THE BRIEF OF
POLYTECHNIC INSTITUTE OF NEW YORK UNIVERSITY**

The Employer has made no arguments in its brief on review that have not been addressed in our principal brief or in our reply to the brief of NYU. Only a couple of arguments by the Employer warrant any comment.

The Employer asserts that the record of this case shows that the work of TAs, RAs and GAs is "inseparable from their academic programs." The actions of the employer in the companion case, NYU, shows how readily the employment relationship can be separated from graduate students' academic program. At NYU, the Employer unilaterally modified the compensation paid to graduate student employees in a manner that starkly reveals the distinction between the economic relationship and the academic

relationship of a student employee with the university. There is no reason why the economic relationships could not also be treated separately in the collective bargaining process. As NYU demonstrated, the work performed by graduate student employees is related to their academic programs, but it is not "inseparable."

The Employer contends that the Regional Director found that the RAs at Poly are "substantially the same as the Physics RAs held not to be employees in Leland Stanford Junior University, 214 NLRB 621 (1974). On the contrary, the Regional Director made no such finding. He found that, unlike the RAs at Leland Stanford, the RAs at Poly have an economic relationship with the university (Dec. 15). His findings of fact set forth the basis concluding that such an economic relationship exists (Dec. 10-13, 15). Rather, he appeared to interpret Leland Stanford as establishing a categorical exclusion of RAs funded by external grants from employee status. As we demonstrated in our initial brief, RAs at Poly perform services that benefit the university, under the direction and control of its agents, and they are paid for those services.

Therefore, these RAs should be found to be employees within the meaning of section 2(3) of the Act.

RESPECTFULLY SUBMITTED,
THE PETITIONER

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CERTIFICATE OF SERVICE

This hereby certifies that the foregoing Petitioner's Reply Brief to the Brief of Polytechnic Institute of New York University was electronically mailed, on this 6th day of August 2012 to all counsel of record as follows:

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