

**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

STATE OF NEW YORK)
 : ss
COUNTY OF NEW YORK)

AFFIDAVIT OF EDWARD A. BRILL

1. I am a member of the firm Proskauer Rose LLP and lead counsel for New York University (“NYU”) and Polytechnic Institute of New York University (“NYU-Poly”) in these representation cases. I have represented NYU in connection with ongoing efforts by the Petitioner International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (“UAW”) to organize NYU’s graduate student assistants since those efforts began approximately 15 years ago.

2. I submit this affidavit to provide the factual background and procedural history of the UAW's 15-year campaign to represent NYU's graduate student assistants, and certain other relevant information, in support of the motion by NYU and NYU-Poly for NLRB Member Schiffer to recuse herself from participating in these cases.

3. The motion is based on Member Schiffer's employment as UAW's Deputy General Counsel from 1998-2000 during the time when the UAW began its efforts to organize NYU's graduate student assistants and pursued its initial representation petition, in that connection, in proceedings before the NLRB. For the reasons described in the accompanying memorandum and the opinions of two prominent experts on the ethical obligations of government officials -- Professors Kathleen Clark and Richard Painter -- Member Schiffer's role as UAW Deputy General Counsel with, at a minimum, supervisory responsibility for legal aspects of the UAW's organizing campaign among NYU's graduate student assistants and the related NLRB proceeding disqualifies her from participating in these cases under basic principles of due process and applicable ethics rules.

New York University I

4. The UAW began its organizing efforts among NYU's graduate student assistants sometime in 1998. On May 4, 1999, the UAW filed a petition with Region 2 (New York) of the NLRB seeking to represent a bargaining unit consisting of all graduate students employed by NYU as Teaching Assistants, Research Assistants, and Graduate Assistants (collectively "graduate assistants") (Case No. 2-RC-22082). Following a lengthy hearing, the Regional Director issued a Decision and Direction of Election on April 3, 2000 finding that the graduate assistants were "employees" within the meaning of the NLRA.

5. This was the first such case holding graduate students to be employees at a private university and it received widespread publicity as well as commentary from senior officials of the UAW.¹

6. NYU filed a Request for Review of the Regional Director's decision on April 18, 2000. The UAW filed an opposition on April 27, 2000. The Board granted NYU's Request for Review on May 10, 2000, and briefs were filed by the parties on June 23, 2000. The Board issued its decision on October 31, 2000, affirming the Regional Director's finding that the graduate assistants were "employees" under the NLRA. As a result of the representation election (which was held on April 25, 26 and 27, 2000), the UAW was certified on November 15, 2000 as representative of a bargaining unit including the graduate assistants (with the exclusion of RAs in certain science departments and GAs -- who were functionally equivalent to RAs -- in the Sackler Institute of NYU's Medical School.)

7. The UAW assigned responsibility for the bargaining unit to Local 2110. NYU entered into a Collective Bargaining Agreement with the UAW and UAW Local 2110 jointly in January 2002, effective September 2001 through August 2005.

Role of Member Schiffer as UAW Deputy General Counsel

8. Based on publicly-available information, Member Schiffer was Associate General Counsel for the UAW beginning in 1982 and was promoted to Deputy General Counsel in November, 1998. She remained in that position until June 2000 when she became an Associate General Counsel of the AFL-CIO.

¹ The UAW's press release, including comments by UAW Present Stephen Yokich and UAW Vice-President, Elizabeth Bunn, (who directed the union's Technical, Office and Professional Department) is attached as Exhibit 1.

9. The UAW was represented in the NLRB case in 1999-2000 by Daniel Ratner of the New York law firm of Levy, Ratner and Behroozi. Mr. Ratner routinely sent copies of correspondence relating to the case to Betsy Engel, Associate General Counsel in the UAW legal department. (Representative copies of such correspondence from our files in the case are attached as Exhibit 2; A State Bar of Michigan biography of Ms. Engel reflecting her position in the UAW Legal Department is attached as Exhibit 3).

10. According to Member Schiffer's July 23, 2013 Statement before the Senate HELP Committee considering her nomination to the Board, she "served as Deputy General Counsel at the UAW for two years, handling the day-to-day administration of the UAW Legal Department." (See Exhibit 4).

11. A brief biography of Member Schiffer that was located in an on-line search states that her main practice areas as Deputy General Counsel of the UAW included "NLRA and public sector representation and unfair labor practice cases . . . [and] public and private sector organizing campaigns." (See Exhibit 5).

12. The NYU case was extraordinarily important for the UAW, which was expanding its representation of graduate students at that time in public universities, and sought a ruling that would open the door for representation of many thousands of graduate students at private universities as well.² The case received considerable national attention.

13. In sum, given Member Schiffer's role as the Number 2 officer in the UAW's Legal Department during the initial phase of the UAW's organizing campaign at NYU and the

² The UAW was in the final stages of a 16-year campaign to organize graduate assistants in the University of California system in 1999. Numerous articles in the UAW magazine "Solidarity" during that time reported on both the NYU organizing campaign and the UAW's broader efforts to organize academic workers, including graduate students. (Exhibit 6).

NLRB representation case; her handling of the “day-to-day administration” of the UAW Legal Office; her responsibility for NLRA representation cases and private sector organizing campaigns; and the importance of the NYU case to the UAW, it is fair to conclude that Member Schiffer had personal involvement in connection with the NYU matter or, at the minimum, supervised other attorneys in the UAW Legal Department who worked on the matter with outside counsel. At the very least, NYU is entitled to a factual inquiry to determine the exact nature and extent of Member Schiffer’s involvement in the matter.

Brown University Decision and NYU Withdrawal of Recognition

14. In the wake of the Board decision in *NYU I*, the UAW and several other unions began organizing campaigns at a number of other private schools, including Brown University, Columbia University, University of Pennsylvania and Tufts. NLRB Regional Directors conducted hearings at each of the schools. Although elections were conducted at each school, the ballots were impounded as the Board (with new membership) agreed to review the cases. The Board overruled *NYU I* by a 3-2 vote in *Brown University*, 342 NLRB 483 (2004), holding that graduate assistants have a primarily educational relationship with their schools and, therefore, are not “employees” under the NLRA.

15. In light of the *Brown* decision, NYU began a process to determine whether it would continue to recognize and bargain with the UAW as representative of the graduate assistants after the Collective Bargaining Agreement expired in August 2005. Based on the recommendations of three separate university committees that studied the issue, NYU announced that it would no longer recognize the UAW. The UAW called a strike by graduate assistants, but it proved ineffective and eventually was called off.

Current NYU Representation Case

16. Notwithstanding NYU's withdrawal of recognition, the UAW continued its organizing efforts among NYU's graduate students. The UAW described those efforts, leading to the filing of the current petition on May 3, 2010, in its Post-Hearing Brief to the Regional Director, dated April 25, 2011:

NYU withdrew recognition from the UAW as bargaining agent for the graduate assistants when the collective bargaining agreement expired. *A group of graduate assistants established and supported by the UAW continued to function as an organizing committee.* The group, known as the Graduate Student Organizing Committee or GSOC, filed the instant petition on May 3, 2010.

(Post Hearing Brief of Petitioner at 1-2; emphasis added.)

The petition sought to represent graduate students at NYU "who are employed to perform the functions of teaching assistants, research assistants, and graduate assistants, (regardless of job title)." Case No. 2-RC-23481

17. Although the name of the Petitioner was stated as "GSOC-UAW", GSOC (standing for Graduate Student Organizing Committee) has no separate legal identity from the international union. It is simply a designation for the UAW's organizing campaign at NYU. In fact, the petition was signed by Nick Veluzzi, International Representative of the UAW. In addition, a staff attorney for the UAW appeared as counsel for the Petitioner together with outside counsel, and the briefs submitted in the case were signed by a staff attorney for the UAW as well as outside counsel. As discussed below, the UAW subsequently made clear that the petitioner in both the NYU and NYU-Poly cases is the same entity, *i.e.*, the UAW.

18. NYU moved to dismiss the petition based on the holding in *Brown*, and the Regional Director dismissed the petition on June 7, 2010. On June 21, 2010 the UAW filed a Request for Review arguing that “there are compelling reasons for the Board to reconsider *Brown* and to consider whether to return to the holding of NYU.” (Petitioner GSOC/UAW’s Request for Review, at 3). By order dated October 25, 2010, the Board reversed the dismissal of the petition and remanded the case for a full hearing and issuance of a decision. Accordingly, a hearing was held before the Regional Director, Region 2 from November 2010 through March 2011.

19. The UAW’s Post-Hearing Brief explicitly states the purpose of the petition to reverse the *Brown* decision, reinstate *NYU I* as the applicable law, *and restore the prior collective bargaining relationship*:

This petition, filed by GSOC/UAW, an organizing committee of the UAW, *seeks to restore a successful collective bargaining relationship* that was disrupted solely because the NLRB withdrew the NLRA’s protections from graduate student employees.

* * *

In an attempt to restore the bargaining unit of graduate student employees established in NYU I, GSOC initially petitioned for a unit of student employees who “perform the functions” of the employees who were in the original bargaining unit.

(Brief of Petitioner at 1-2; emphasis added.)

20. Due to changes in the way in which NYU supported graduate students beginning in 2009, some of the classifications that had been included in the prior bargaining unit no longer existed. As a result there was considerable disagreement between the parties as to how any bargaining unit should be defined. A substantial portion of the hearing in the current case involved the presentation of evidence by the parties as to the duties and responsibilities of the

graduate assistants in 1999-2000 compared to the present. In particular:

(a) Teaching Assistants -- NYU eliminated TA positions beginning in 2009 as a result of financial aid reform. Under the current system, graduate students who teach are appointed as adjunct faculty and included in the adjunct faculty bargaining unit. The UAW argued that the graduate students currently appointed as adjuncts perform the same work as “the former TAs”, and presented evidence in support of their position. NYU presented evidence that the appointment of graduate student teachers as adjuncts was consistent with the practice in 1999, when a significant number of students were regularly appointed as adjunct faculty, rather than TAs, for a variety of reasons. There was also disputed evidence as to the whether the “former TAs” could be identified based on the nature of the courses taught or their receipt of stipends. The UAW amended its petition during the hearing to include only graduate students who received stipends, explaining that:

Petitioner seeks to define the bargaining unit in order to restore the unit as it existed in the past, under the four-year CBA between the UAW and NYU. Petitioner’s reference to “stipends” in the amended unit description is intended to define a bargaining unit that is consistent with the bargaining history and the historic distinction between the TAs and adjunct faculty.

(*Id.* at 93; emphasis added.)

(b) Research Assistants: Research Assistants in the science departments were excluded from the bargaining unit in *NYU I*, on the grounds that they did not provide a service for the university as they were performing research in connection with their dissertations. NYU presented evidence that the duties, responsibilities, and other significant aspects of RAs in the science departments had not changed since 1999. The UAW attempted to show that there were

changes in the RA positions from 1999, particularly in the significance of funded research to the university. It also argued that even if the same facts existed today as in 1999, the earlier record did not reflect those facts, which it claimed were sufficient to establish employee status under the Act. (See *Id.* at 41-42).

(c) Graduate Assistants. Similar to TAs, GA positions were largely eliminated as a result of financial aid reform beginning in 2009. The duties of former GAs were distributed among thousands of students appointed to hourly-paid positions. There was considerable evidence submitted by both parties as to what GAs in various departments had done at the time of the 1999 hearing and how that “work” was being done now. The UAW summarized its position that hourly paid student employees doing the same “work” previously performed by GAs should be included in the unit:

... the record reflects that the work previously performed by GAs did not disappear, and, in many cases is now being performed by graduate student workers – in some cases, the same as individuals who did the work as GAs – for hourly pay, under payroll Codes 118 and 119. These workers have the same indicia of employment as GAs, and share a community of interest with the workers who were part of the historical bargaining unit. *Accordingly, graduate students performing jobs that were previously done by GAs, for hourly pay, should also be included in the bargaining unit.*

(*Id.* at 96; emphasis added.)

21. The Acting Regional Director issued his decision on June 17, 2011. Although dismissing the petition based on *Brown*, the Acting Regional Director found that, in the event *Brown* was reversed by the Board, a bargaining unit consisting of (1) graduate student adjuncts teaching non-credit courses; (2) research assistants in all disciplines, and (3) hourly-paid graduate students with certain research responsibilities would be appropriate.

22. The UAW filed a Request for Review on June 30, 2011. Once again, the UAW made clear at the outset that it sought to represent the same bargaining unit and restore the same bargaining relationship that existed previously:

GSOC/UAW (“The Petitioner,” “the Union”, or “the UAW”) seeks to *represent the same unit of graduate student employees* employed by New York University (“the Employer,” “NYU” or “the University”) that it represented before Brown “declare[d] the Federal law to be that graduate student assistants are not employees within the meaning of Section 2(3) of the Act.” 342 NLRB at 493.

* * *

Therefore, the time has come to reverse Brown, return to the holding of NYU I, and *restore the bargaining rights of the graduate student employees at New York University*.

(Petitioner’s Request for Review at 1, 3, emphasis added.)

23. NYU filed a Conditional Request for Review on June 30, 2011, asking that the Board review a number of issues relating to the composition of the bargaining unit in the event that *Brown* is reversed.

Polytechnic Institute of New York University

24. Approximately a year after filing the petition in the NYU case, the UAW filed a petition with NLRB Region 29 (Brooklyn) on May 5, 2011 to represent a unit of Research Assistants, Teaching Assistants and Graduate Assistants at Polytechnic Institute of New York University (“NYU-Poly”).³

25. NYU Poly was at that time wholly-owned by NYU, and operated under a 2008

³ The petition in the NYU-Poly case was filed by the “International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO” (*i.e.*, the UAW). The Petitioner asserted that its name was “International Union, UAW”, but the Regional Director held that the full and correct name of the union was required under applicable Board rules. (See Decision at 1, n.1)

29. Not only did the UAW recognize that the two cases presented the same legal issues, but the UAW expressly relied on its experience in collective bargaining with NYU in support of its argument that *Brown* should be overruled. In its Post-Hearing Brief to the Regional Director, the UAW argued that its Collective Bargaining Agreement with NYU demonstrated that the Board majority in *Brown* incorrectly assumed that collective bargaining with graduate assistants would interfere with the university's academic freedom and educational mission:

After being certified in NYU I, the UAW and NYU negotiated a collective bargaining agreement that includes a provision which . . . provided extensive protection for the academic freedom and educational mission of the university.

* * *

Thus the record in this case . . . contradicts the speculation in *Brown*.”

(Brief of Petitioner dated July 15, 2011, at 26.)

NLRB Grants Requests for Review in NYU and NYU-Poly Cases

30. On June 22, 2012, the Board granted the requests for review in both the NYU and NYU-Poly cases. On the same date, the Board consolidated the cases for purpose of briefing, and invited the parties and interested *amici* to address four specific questions listed in the Notice and Invitation to File Briefs, including the central issue of whether the Board should modify or overrule *Brown*.

31. The UAW filed a single consolidated brief with the Board in the NYU and NYU-Poly cases on July 23, 2012. The brief is titled “Brief for Petitioner”, and makes clear at the outset that “the Petitioner in both cases is the same entity,” i.e., the UAW:

The Petitioner in both cases is the same entity. The Regional Director for Region 29 refused to permit the Petitioner to proceed using any name other than the full name as it appears in the UAW Constitution. The Petitioner did not request review of that determination. The terms “the UAW” and “the Union” as used herein refer to the Petitioner in both cases.” (Brief for Petitioner at 2, n.2).

32. Once again, the UAW expressly stated that its objective is “to re-establish the bargaining relationship that existed before Brown withdrew the Act’s protection from graduate assistants.” (*Id* at 4).

33. Demonstrating without question that the current case is simply another step in a continuous 15-year organizing campaign among NYU graduate assistants (now including those at NYU-Poly as well), the UAW describes the case in the introduction to its Reply Brief as an effort to re-establish the same bargaining relationship and to give the same employees a second chance to vote for a union:

This petition involves a bargaining unit previously represented by the Petitioner. From 2000 until 2005, the UAW represented a unit of graduate assistants employed by NYU. That unit included student employees in three broad categories: student employees who taught, classified as Teaching Assistants (“TAs”); student employees who conducted research, classified as Research Assistants (“RAs”); and student employees who performed other tasks, classified as Graduate Assistants (“GAs”).

The Union filed the instant petition to enable graduate students employees of NYU to decide whether they wish to re-establish the bargaining relationship that had previously functioned

successfully. These are employees who would be represented today had the Board not pulled the rug out from under their bargaining relationship. The Union does not seek to force the Employer to grant recognition based solely on that bargaining history. *The Petitioner is merely seeking to allow these employees to vote, for a second time, to form a Union.*

(Petitioner's Reply Brief to the Brief of New York University, at 1-2; emphasis added.)

34. Further confirming that the current NLRB case and the 2000 case are part of the same ongoing organizing campaign, the UAW lists various developments in the two cases in a single timeline entitled "GSOC/UAW History: 15 years of Majority Support". (A copy is attached as Exhibit 7).

35. The UAW's Briefs also show the close and inseparable relationship between the NYU and NYU-Poly cases now before the Board. In its consolidated principal brief, the UAW relies extensively on the factual record in the NYU case as to the bargaining relationship (that followed NYU I) in support of its argument that the Board majority in the Brown case wrongly assumed that collective bargaining with graduate assistants would present a risk to academic freedom and would be otherwise unworkable in an academic setting:

In rejecting the Employer's argument that collective bargaining would infringe the academic freedom of colleges and universities, the Board in NYU I predicted that the parties could confront and resolve issues of academic freedom through the bargaining process. 332 NLRB at 1208. *The record herein established that this was in fact what happened at NYU.*

* * *

[A]vailable empirical evidence *and the record at NYU* directly contradict the assumptions upon which Brown was based. This is yet another reason why the Board should overrule Brown.

* * *

[Brown is] contradicted by actual experience at NYU and at public sector universities, and undermined by academic research.[⁵] The decision is premised upon a perceived inconsistency between working and learning which does not exist.

(Brief for Petitioner at 21, 24, 26; emphasis added)

36. The UAW similarly looked to the factual record in the NYU case in its separate Reply Brief in the NYU-Poly case, arguing that:

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.

(Petitioner’s Reply Brief to the Brief of Polytechnic Institute of New York University at 1)

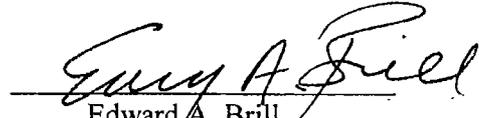
Member Schiffer’s Financial Disclosure and Ethics Agreement

37. A copy of Member Schiffer’s Public Financial Disclosure Report (Form 278) filed in connection with her nomination to the Board is attached as Exhibit 8.

38. A copy of Member Schiffer’s letter to Margery E. Lieber, NLRB Associate, General Counsel and Designated Agency Ethics Official, dated July 22, 2013 (“Ethics

⁵ The UAW relied on an academic study in the record of the NYU case purporting to examine the effects of collective bargaining with graduate assistants at public universities.

Agreement”) is attached as Exhibit 9.


Edward A. Brill

Sworn to before me this
4th day of October, 2013


Notary Public

ANDY CHUM
Notary Public, State of New York
No. 01CH6145611
Qualified in Kings County
Commission Expires Sept. 9, 2014

From: Seth Wigderson <seth.wigderson@gte.net>
List Editor: Seth Wigderson <seth.wigderson@gte.net>
Editor's Subject: UAW Wins NLRB Ruling on NYU Grad Teaching Employees
Author's Subject: UAW Wins NLRB Ruling on NYU Grad Teaching Employees
Date Written: Tue, 4 Apr 2000 11:43:56 -0500
Date Posted: Wed, 04 Apr 2000 12:43:56 -0400

Here is the UAW press release, for the New York Times article see
<http://www.nytimes.com/library/national/regional/040400nyu-labor-edu.html>
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For Release: Tuesday, April 4, 2000

UAW Wins Historic NLRB Ruling Affirming Union Rights for Graduate
Teaching Employees at New York University

Graduate teaching assistants at New York University will be the first private school graduate assistants in the country to vote in a union election as a result of a historic NLRB ruling won by the UAW.

In a precedent setting decision today, the National Labor Relations Board (NLRB) ruled that graduate assistants at New York University are employees, are covered under the National Labor Relations Act, and can hold a union election under the auspices of the NLRB.

"We grade papers, teach courses and recitations, hold office hours, conduct research and perform administrative tasks. We are workers and we deserve the right to vote for a union and it's disappointing that NYU resisted that idea at all," said NYU graduate employee Laura Tanenbaum. Tanenbaum is a teaching assistant in NYU's Expository Writing Program, part of the core undergraduate curriculum where TA's teach almost 90% of the contact hours.

"This historic ruling provides graduate teaching assistants with a fundamental right already held by nearly all of our nation's workers - the right to decide whether to form and be represented by a union," declared UAW President Stephen P. Yokich.

"I believe that unionization will create a stronger, healthier university community", said Jason Patch, a teaching assistant in the Sociology Department at NYU. "By standing up for ourselves, we are making an investment in our futures and the future of NYU."

"Across the country, graduate teaching assistants at many colleges and universities are struggling for union rights. This historic ruling provides important legal and moral support for their cause," stated UAW Vice President Elizabeth Bunn, who directs the union's Technical, Office and Professional Department (TOP).

In the decision, Daniel Silverman, the Regional Director for Region 2 of the NLRB, wrote in part, "I must conclude that there is simply no basis to deny collective bargaining rights to statutory employees merely because

they are employed by an educational institution while enrolled as a student."

"Grad unions work," said Lisa Jessup, an organizer with the UAW.

"Graduate teaching assistants have improved their lives by achieving a say in what they are paid, as well as what their benefits and their work conditions are," Jessup stated, adding, "For example, most grad unions have fully paid or largely subsidized healthcare, that is a far cry from the situation at NYU."

Graduate assistants at NYU earn \$10,000 on average for a nine month appointment, with no university contribution toward healthcare, which runs \$1,000 a year for individuals, and no assistance for housing.

"We applaud this historic legal ruling and congratulate the NYU graduate assistants who have fought hard to make this ruling possible," said UAW Region 9A director Phil Wheeler.

In April 1999, after an overwhelming majority of graduate students signed authorization cards requesting an election, the UAW petitioned the NLRB to hold an election. Hearings ensued on the "employee status" of the graduate assistants, with NYU asserting that the assistants are simply students, regardless of the work they perform.

"NYU has stalled our right to a democratic process for almost a year now," said Michael Gasper, a teaching assistant in the Middle Eastern Studies Department. "It is time for NYU to respect the wishes of the graduate assistants and the greater community who support our right to this election."

Wide support for the graduate students' rights was expressed in a letter sent to L. Jay Oliva, President of NYU, by one hundred elected, labor, religious and community leaders, including U.S. Senator Charles Schumer. The "Appeal for Fairness" letter said, in part, "In recent years, more and more enlightened corporations and non-profit organizations have...agreed to remain neutral and refrain from any attempt to influence the union choice of their employees. They have agreed that there should be no delay of the employees' right to choose representation...New York University has an opportunity to join these leaders in building bridges or to remain rooted in a past of negative campaigning."

"Our needs are pressing and we question NYU's spending over a million dollars to avoid dealing with our union" said Matt Wilkins, a teaching assistant in the Courant Institute for Mathematical Sciences.

There are more than twenty graduate employee unions in the U.S. Currently, the UAW represents graduate assistants at the Universities of Massachusetts and California. Last summer the teaching assistants on all eight University of California (UC) campuses voted overwhelmingly to join the UAW. As a result, the 10,000 UC graduate employees are now in negotiations for a first contract. Two weeks ago the UAW petitioned for an election on behalf of teaching assistants at the University of Washington.

In addition, the UAW's Technical, Office and Professional Department represents academic workers around the country, including the clerical employees at Barnard, Columbia University and Teacher's College in New York City.

For more information contact: Lisa Tanenbaum, (212) 529-2580



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May 6, 1999

BY HAND

Richard Semeraro, Esq.
Senior Associate Counsel
and Director of Labor Relations
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New York, NY 10012-1091

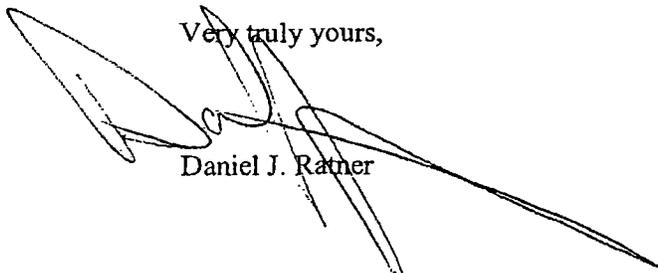
Re: UAW -and- NYU (Graduate Assistants)
2-RC-22082

Dear Mr. Semeraro:

Enclosed please find the UAW's subpoena *duces tecum* in the above-referenced matter.

After you have had an opportunity to review the documents we seek, please give me a call so that we can discuss any concerns or questions that you have with the subpoena, and the most efficient means of producing the material to expedite the hearing process.

Very truly yours,


Daniel J. Ratner

Enclosure

cc: Julie Kushner
Betsey Engel, Esq.

DJR:nkl

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May 24, 1999

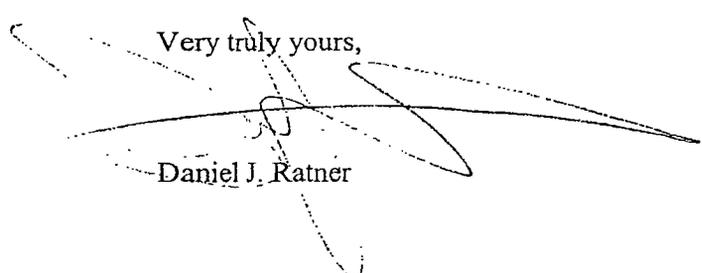
Daniel Silverman, Regional Director
Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278-0104

Re: UAW -and- NYU
Case No. 2-RC-22082

Dear Mr. Silverman:

Accompanying this letter is Petitioner UAW's Statement in Opposition to New York University's Motion to Dismiss the above-referenced proceeding.

Very truly yours,


Daniel J. Ratner

Enclosure

cc: Ed Brill, Esq.
Julie Kushner
Betsey Engel, Esq.

DJR:nkl
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June 10, 1999

Via Facsimile

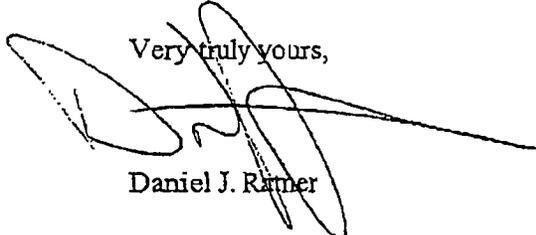
John J. Toner, Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Room 11613
Washington, D.C. 20570

Re: Case No. 2-RC-22082

Dear Mr. Toner

This firm represents the Petitioner, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO. Yesterday morning we received the Employer's Request For Special Review of Order Denying Motion to Dismiss Petition or Stay Proceedings filed by New York University ("NYU"), the Employer in the above referenced matter.

I am writing to inform you that we will file a response in opposition to NYU's request by the close of business on Wednesday June 16, 1999. Please let me know if this schedule is acceptable.

Very truly yours,

Daniel J. Ratner

cc: Julie Kushner
Betsey Engel, Esq.
Ed Brill, Esq.

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June 15, 1999



Daniel Silverman, Regional Director
Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278-0104

Re: UAW -and- NYU
Case No. 2-RC-22082

Dear Mr. Silverman:

Enclosed please find the UAW's Petition to Revoke Subpoena B-341720 served by the Employer, NYU, in the above-referenced matter.

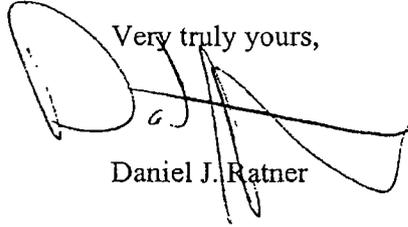
I would call your attention with particular note to items 7-12 in the Subpoena (copy enclosed). The Employer has made its demand for documents in those requests conditional upon your future decision on the question of the admissibility of evidence regarding Graduate Assistant representation at other colleges and universities. As the demand for documents is conditional, we have noted our intent to move to revoke the subpoena with respect to those items, but we request the opportunity to file a supplemental petition to revoke at such time as you make your ruling on the Employer's future motion to limit such testimony. Obviously, our response to those requests will be conditioned upon your decision and the contours of such decision. As a conditional demand for documents is quite out of the ordinary, I

LEVY, RATNER & BEHROOZI, P.C.

June 15, 1999
Page 2

request your guidance as to whether I need to respond more specifically to items 7-13 now or whether I can file the supplemental petition to revoke at such time as you issue your decision.

Very truly yours,

A handwritten signature in black ink, appearing to read "D.J. Ratner", written over the typed name. The signature is stylized with a large loop at the end.

Daniel J. Ratner

Encl.

cc: Ed Brill, Esq.
Julie Kushner
Betsey Engel, Esq.
Lisa Jessup

DJR:nkl
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John J. Toner, Esq.
Executive Secretary
National Labor Relations Board
1099 Fourteenth Street, N.W.
Washington, D.C. 20570

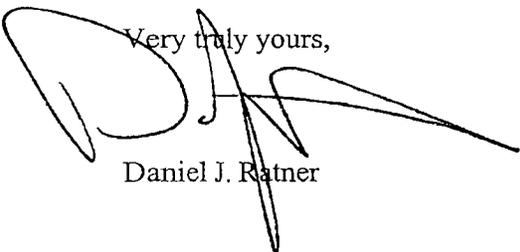


Re: UAW -and- NYU
Case No. 2-RC-22028

Dear Mr. Toner:

Enclosed is Petitioner UAW's Statement in Opposition to NYU's Special Appeal of the Region 2 Director's dismissal of the Employer's motion to dismiss, or stay, the above-referenced proceeding.

Very truly yours,


Daniel J. Ratner

Enclosure

cc: Daniel Silverman, Esq.
Ed Brill, Esq.
Julie Kushner
Betsey Engel
Lisa Jessup

DJR:nkl
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June 15, 1999



Daniel Silverman, Regional Director
Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278-0104

Re: UAW -and- NYU
Case No. 2-RC-22082

Dear Mr. Silverman:

Enclosed please find the UAW's Petition to Revoke Subpoena B-341720 served by the Employer, NYU, in the above-referenced matter.

I would call your attention with particular note to items 7-12 in the Subpoena (copy enclosed). The Employer has made its demand for documents in those requests conditional upon your future decision on the question of the admissibility of evidence regarding Graduate Assistant representation at other colleges and universities. As the demand for documents is conditional, we have noted our intent to move to revoke the subpoena with respect to those items, but we request the opportunity to file a supplemental petition to revoke at such time as you make your ruling on the Employer's future motion to limit such testimony. Obviously, our response to those requests will be conditioned upon your decision and the contours of such decision. As a conditional demand for documents is quite out of the ordinary, I

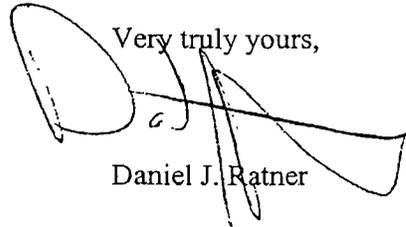
LEVY, RATNER & BEHROOZI, P.C.

June 15, 1999

Page 2

request your guidance as to whether I need to respond more specifically to items 7-13 now or whether I can file the supplemental petition to revoke at such time as you issue your decision.

Very truly yours,

A handwritten signature in black ink, appearing to be "DJR", written over a horizontal line. The signature is stylized and somewhat cursive.

Daniel J. Ratner

Encl.

cc: Ed Brill, Esq.
Julie Kushner
Betsey Engel, Esq.
Lisa Jessup

DJR:nkl
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July 16, 1999

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Nick Lewis
National Labor Relations Board, Region 2
26 Federal Plaza, Rm. 3614
New York, NY 10278-0104



Re: UAW -and- NYU (Graduate Assistants)
2-RC-22082

Dear Mr. Lewis:

This letter responds to your request that the UAW state its position in writing regarding the relevancy of evidence showing that two Employer benefit policies differentiate between graduate students based upon their status as students or as Graduate Assistants ("GAs")¹. This issue arises because we have requested that New York University ("NYU" or the "Employer") produce documents relating to the Employer's policies with respect to book store discounts and disability services. The Employer has objected to the production of these documents, claiming that the Region has held that Employer benefit policies are not relevant.

The Board considers the benefits offered, or not offered, to putative employees as a central factor in determining employee status. See, e.g., American Indus. Cleaning Co., 291 NLRB 399 (1988) (benefits are a factor in the determination of whether an employee is a supervisor); Scranton Tribune, 294 NLRB 692 (1989) (benefit levels a factor in determining that newspaper columnists were not managers); Blackberry Creek Trucking, 291 NLRB 474 (1988) (benefits are one factor in deciding that truck owner-operators are not independent contractors).

Below we show that the benefits here in issue are mandatory subjects of bargaining under the Act. The fact that GAs are accorded the same bookstore discount as conceded employees (faculty), but are denied disability services, evidences that NYU treats GAs as employees. In fact, the Hearing Officer has already affirmed the relevancy of benefit policies in denying NYU's motion

¹GAs shall refer collectively to all classifications in the petitioned-for unit.

Nick Lewis
National Labor Relations Board, Region 2
July 16, 1999
Page 2

to revoke the UAW's subpoena duces tecum, which included requests for documents containing information about such policies.

Background

Petitioner initially demanded the production of documents relating to all policies and benefits affecting graduate students and/or GAs in its subpoena duces tecum. Subpoena (B-345589) is announced as Exhibit A. In particular items 1, 2, 4, and 5 of the subpoena specifically cover the policies here in issue. The Employer moved to revoke the subpoena, challenging the relevancy of the documents in respect to items 1, 2, and 5. On May 19, 1999, the Hearing Officer denied the Employer's motion, in respect, inter alia, to items 1, 2, and 5. Thus, since May 19th, the Employer has been under a legal duty to furnish documents relating to these policies.

The Triggering Events

On July 1, 1999, Jessica Catalino testified that she was denied disability services at the Employer's Center for Students with Disabilities ("Center"). She testified that she was told by Center representatives that such services could only be provided to graduate students in their capacities as students, and not in their capacities as GAs. The Region sustained the Employer's objection to the admission of such evidence because Catalino's testimony was ruled hearsay testimony.² Subsequently we made a specific demand for production of any documents setting forth the Center's policies on eligibility for such services. See Exhibit B.

Also, it has come to our attention that the Employer has a policy according graduate students a 15% discount at its bookstore, during semesters when the students are performing as GAs.

The Policies In Question Evidence That The Employer Differentiates Between The Status Of GAs and Graduate Students Who Are Not GAs

The Employer argues that performing as a GA is merely part of a student's graduate education -- no different from taking a graduate course or writing a paper. Petitioner argues that when a student performs as a GA they are an employee because they are required to perform a service for NYU for which they receive compensation. Thus, benefits or policies which differentiate

² It is our position that as the statements were made by an appropriate agent of NYU, they were admissible as admissions.

Nick Lewis
National Labor Relations Board, Region 2
July 16, 1999
Page 3

between individuals based upon their status as graduate student or GA are directly relevant to the determination of the GAs' status. See cases cited supra. Moreover, where the policies involve benefits which would constitute mandatory subjects of bargaining under the Act, they are directly relevant to a determination of employee status.

1. Book Store Discounts:

Information we have received in preparing GAs' testimony shows that the Employer offers graduate students 15% discounts on purchases at the University book store during semesters when the students are performing as GAs. The same discount is offered to faculty, but it is not offered to graduate students who are not performing GA duties.

Employee discounts are a mandatory subject of bargaining. See, e.g., Gulf Refining and Marketing Co., 238 NLRB 129 (1970); Owen Corning Fiberglass Corp., 282 NLRB 609 (1987); General Counsel Opinion, 1984 NLRB GCM Lexis 37. Thus, the Employer accords graduate students in their capacity as GAs, an economic benefit, similar to that accorded to conceded employees (faculty), which it does not make available to individuals solely in their capacity as students.

2. Disability Aid

It is also relevant to the inquiry and determination of GAs' employee status if there are disability services which the Employer makes available to individuals in their student capacities but denies to the same individuals in their role as GAs. In the first place, such a policy would show that NYU, at least in this regard, treats the work done by graduate students in their capacity as GAs as distinguishable from academic work performed by graduate students. In addition, any such policy is relevant in that the Americans With Disabilities Act (ADA) imposes legal obligations on employers to accommodate disabled employees. If the differentiation between students and GAs in the Center's provision of disability services is based on concerns about the obligations/liabilities which would be imposed on NYU under the ADA if it provided such services to GAs (by providing services to accommodate GAs it would require them to provide similar services to all other employees), then it would provide evidence that NYU recognizes that GAs are employees, at least for purposes of ADA liability.

Moreover, it is undisputed that disability benefits are a mandatory subject of bargaining. See, e.g., Texaco, Inc., 290 NLRB 1182 (1988); Jim Walter Resources, Inc., 289 NLRB No. 163 (1988).

LEVY, RATNER & BEHROOZI, P.C.

Nick Lewis
National Labor Relations Board, Region 2
July 16, 1999
Page 4

**As The Policies Can Be Stipulated Into The Record, Or
Entered By Documents, The Proceedings Will Not Be Delayed**

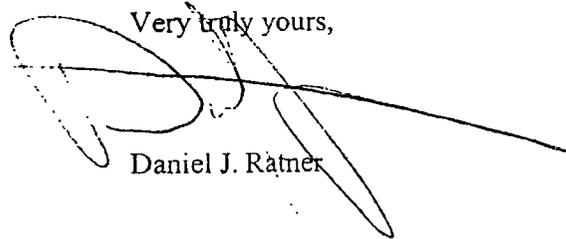
The book store discount policy, apparently, is not in dispute and can be stipulated into the record. When we requested a stipulation regarding the discount at our meeting on July 8th with the Employer's counsels, Mr. Brill did not challenge the existence or accuracy of the policy. Instead, he stated that NYU had no obligation to consider such a stipulation because the Region allegedly had held that "benefits" were not relevant to the determination of GAs' status, based upon the Region's decision on the Catalino testimony (disability services). If the Region clarifies that this was not its position as to relevancy (as opposed to the form of the evidence), the existence and parameters of the book store discount policy could be entered into the record by a stipulation of two or three sentences.

If the Region rules that the Center's disability policy is relevant, then NYU can produce any documents which set forth such policy, or we can call the Center's director to testify to the contours of this policy.

Petitioner is currently unaware of any other "benefits" which differentiate between students and Gas.

Based on the forgoing we respectfully request that the Region clarify its position with respect to these two benefits, and direct NYU to produce the relevant information and either enter into a stipulation or identify the appropriate management witnesses with knowledge of the two policies.

Very truly yours,



Daniel J. Ratner

cc: Ed Brill, Esq.
Julie Kushner
Betsy Engel, Esq.
Lis Jessup

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December 8, 1999

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VIA FACSIMILE AND REGULAR MAIL

Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
26 Federal Plaza, Room 3614
New York, New York 10278-0104



Re: UAW -and- NYU - Case No. 2-RC-22082

Dear Mr. Lewis:

Petitioner UAW submits this statement of position with respect to whether the hearings in the above-referenced matter should be reopened in light of the recent NLRB decision in Boston Medical Center Corp. ("Boston Medical"), 330 NLRB No. 30 (1999).

NYU requests reopening of the hearings to introduce evidence showing the amount of time GAs spend on their academic studies in relation to the time they spend on their GA duties, the number of semesters that students work as GAs, and a review of benefits available to GAs. The Region should deny this request. Below, we show that evidence of the amount of time GAs devote to their graduate studies is not relevant legally under Boston Medical. Further, attempting to put into the record such evidence from a representative sample of GAs would require another 40 days of hearings. In addition, extensive evidence of the number of semesters GAs work is already in the record. Therefore, no further hearings are necessary in respect to these questions. Indeed, even if the Region determines that this evidence is marginally relevant, the amount of time necessary to put this evidence into the record will prejudice UAW as it will likely preclude a representation election this academic year.

During the hearings, the Hearing Officer precluded the UAW from offering evidence (1) as to the collective bargaining experience of graduate assistants ("GAs") at state universities, and (2) evidence relating to GA benefits. We believe that both rulings were improper. However, the legal recognition of GAs as employees by state governments, and the resulting extension of collective bargaining rights to GAs at a large number of state universities, is already a matter of public record. Further, insofar as the record in this proceeding contains sufficient evidence of benefits and otherwise overwhelmingly demonstrates that GAs are employees under the Boston Medical criteria, it is unnecessary to reopen the record with respect to either of these issues. Therefore, we are prepared to proceed to decision on the existing record. If the Region reopens the record, however,

Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
December 8, 1999
Page 2

we should be afforded the opportunity to present limited evidence on benefits, and on the experience at state universities, which can be admitted through documents and stipulations to undisputed facts.

NYU's Contentions

Despite the fact that there have now been over 40 days of hearings, NYU argues that the Boston Medical decision makes it necessary to take further evidence on the question of how much time students spend performing academic work as opposed to performing assistantship-related duties. In support of this position NYU cites the portion of the decision that states:

Third, house staff provide patient care for the Hospital. Most noteworthy is the undisputed fact that house staff spend up to 80 percent of their time at the Hospital engaged in direct patient care.

330 NLRB at 10.

NYU apparently misunderstands the significance of this finding and, thus, reaches an erroneous conclusion that the evidence it seeks to present is legally relevant. In Boston Medical it is undisputed that the tasks performed by interns and residents as students, and the tasks they perform as employees, are coextensive. There are no interns and residents who attend in-service educational programs but have no direct patient-related obligations. The non-patient care responsibilities of house staff are an integral part of their appointments as interns and residents. As all of the medical students at issue in Boston Medical are required to serve as interns and residents, it was not possible for the Board to compare and contrast the amount of time spent on employment-related duties and the time spent on strictly education-related obligations. This is made clear explicitly by the Board in the very same paragraph upon which NYU relies:

The advanced training in the specialty the individual receives at the Hospital is not inconsistent with "employee" status. It complements, indeed enhances, the considerable services the Hospital receives from the house staff, and for which the house staff are compensated. That they also obtain educational benefits from their employment does not detract from this fact.

Id.

However, in the case of NYU, where only 10% of all graduate students serve as assistants, and where there is a clear division between duties performed in a student's capacity as an assistant and those performed in their capacity as a student, the relevant inquiry is not into relative hours spent performing as an assistant as compared to those spent performing as a student. The relevant inquiry under Boston Medical is into the hours spent performing tasks (e.g. teaching) that provide a direct service to NYU, as compared to the time spent training students to perform these tasks with greater competence (e.g. TA orientation sessions). Not only does the record already reflect, in great detail, the time spent by students in performing as assistants, NYU has extensively developed the record



Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
December 8, 1999
Page 3

as to the nature and scope of training provided to assistants as assistants, including the time spent on such training activities.¹

Citing the Board finding in Boston Medical that house staff are employed from 3-7 years and, therefore, are not temporary employees, NYU also maintains that it is necessary to further develop the record regarding the number of semesters that students serve as Assistants while at NYU. While Petitioner does not dispute the relevance of this information, the record is already fully developed on this point, and further, NYU has been on notice since shortly after the current hearings commenced that the Region, in determining whether graduate assistants at NYU are employees under the NLRA, would look, at least in part, to the common law definition of employee.² The Supreme Court has previously held that one of the factors which the common law looks to in determining employee status is "the duration of the relationship between the parties." Nationwide Mutual Insurance Co. v. Darden, 112 S. Ct. 1344, 1348 (1992) (citing Community for Creative Non-Violence v. Reid, 490 U.S. 730 (1989)). Thus, NYU was on notice well before the issuance of the Boston Medical decision that length of service might be a relevant factor effecting the Region's determination as to the status of the NYU assistants. If NYU believed that additional evidence was necessary on this point, it should have presented such evidence earlier.

In any event, testimony on this issue, from both UAW and NYU witnesses, has already been thoroughly developed. Testimony on this subject was taken, not only from the 14 students and former students who have testified,³ but also from faculty members and administrators called by both

¹ In this regard Petitioner's position parallels the position taken by the Board in Boston Medical, i.e., that this training "complements, indeed enhances, the considerable services" NYU receives from its assistants.

² See Board Ex. 3C (order denying NYU's motion to dismiss).

³ The record reflects the fact that Laura Tannenbaum (Comparative Literature) has served as an assistant for 8 semesters, and has been accepted to serve in EWP, which the record reflects generally requires a 4 semester commitment, that Mimi Halpern (Italian) has served as a TA for 6 semesters, that Francis Greene (German) has served as a TA for 7 semesters and plans to do so for both semesters of the current academic year, that Jessica Catalino (Anthropology) has served for 2 semesters and is currently a TA; that Jane Rothstein (Hebrew and Judaic Studies/History) has served for 4 semesters; that Travis Williams has served as an Assistant for 2 semesters and has been assigned to assistantships for the next 2 semester, that Kitty Krupat (American Studies) has served for 7 semesters, that Ben Stewart (Performance Studies) has served in EWP for 4 semesters and is committed to remain with EWP for at least 2 more semesters, that Renee Kramer has served for 2 semesters and is a TA this semester, that Mia Manzulli, NYU's witness, served as an assistant for 10 semesters, 8 of them in EWP, that Emily DeVoti (Tisch) served as an assistant for 2 semesters and will be an assistant in both semesters of the current academic



Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
December 8, 1999
Page 4

parties, including Vice President Berne,⁴ Dean Stimpson,⁵ and others.⁶ There is also evidence in the record that approximately half of all Ph.D. candidates in the Graduate School of Arts and Sciences support themselves solely through serving as assistants.⁷ Further, we know from the record that large numbers of Assistants, including all of the students who serve as assistants pursuant to the MacCracken program and those accepted to serve as Instructors in EWP, are expected to serve as assistants for two or more years.⁸ Finally, NYU has presented evidence relating to a limited number of departments which require students to teach for a minimum number of semesters.⁹

year, that Mark Dunetz (Education) served as an assistant for 4 semesters, that Sandra Graham (Music), NYU's witness, served as an assistant for 6 semesters, and that Judith Goldberg (Economics), NYU's witness, served as an assistant for four semesters.

⁴ Tr. 151 (some assistants may serve for 3-5 years).

⁵ Tr. 452 (MacCrackens are always required to teach for 2 years).

⁶ See e.g., Tr. 961 (Hoy testifying that EWP TAs usually stay for 3 years but often as many as 5); Tr. 1652 (Matthews testifying that some Psychology students serve as assistants for up to 4 years); Tr. 3138 (Professor Hilferty testifying that students assigned as assistants in the Design Department usually keep their appointments throughout their time in the program); Tr. 3506 (Professor Bishop testifying that students in the French Department often teach for 3-4 years); Tr. 3869-70 (Dean Marcus testifying that in the School of Education about 70-80% of the TAs and GAs are in their first year as graduate students at NYU, and of those, about 55% (at least of TAs) continue to serve as assistants for a second year); Tr. 4509 (Professor Mitchell testifying that assistants in the Center of Near Eastern Studies generally remain assistants for 2 years).

⁷ EX20 at 22 ("Somewhere in the vicinity of half of all Ph.D. candidates are supported only on assistantships and never have the relative luxury of being able to devote full time to their studies and research.").

⁸ Tr. 452 (2 year requirement for MacCrackens); EX41 (EWP TAs are expected to teach for 2 years).

⁹ There was testimony that the Neural Science Department requires students to serve as TAs for at least 2 semesters (Tr. 357), that Biology students are generally expected to teach for 2-3 years, and that the Physics Department also requires students to serve in a teaching capacity (Tr. 2737-38). Professor Matthews testified that students in Cognition and Perception, and in Social Personality, have been required to teach 2 semesters (Tr. 1518, 1521), and that the Psychology Department as a whole has just implemented a requirement that students teach for 3 semesters (Tr. 1517, 1655-56).



Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
December 8, 1999
Page 5

Evidence the UAW Has Sought To Put into the Record

As previously noted, the UAW believes, notwithstanding the incorrect rulings on benefits and state bargaining, that the record is sufficient to proceed to decision. However, if the hearings are reopened, then the UAW should be permitted to introduce limited evidence concerning certain aspects of benefits provided to GA, in relation to non-GAs, and to Sackler GAs, in relation to non-Sackler GAs. We believe that this evidence can best be admitted by stipulation or by the introduction of documents.

1. Book Store Discounts: We attempted to show that graduate students working as GAs are entitled to a book store discount available to conceded employees, including faculty, but unavailable to non-GA graduate students, including graduate students receiving fellowships/scholarships. This evidence could be introduced by the admission of the employee handbook (showing the conceded employee benefits) and by a stipulation (acknowledging its application to GAs but not to non-GAs).
2. Tuition remission: We attempted to introduce evidence that conceded employees receive tuition remission, including employees taking graduate level courses. This could be admitted through the employee handbook.
3. Sackler Benefits: We attempted to develop evidence that Sackler GAs receive certain benefits available to conceded Sackler employees, and which benefits are not available to non-Sackler GAs.
 - a. Health Insurance - The insurance carrier and coverage available to main campus GAs, and the carrier(s) and coverage(s) available to Sackler GAs and Sackler laboratory technicians/technologists could be identified by stipulation.
 - b. Housing - By stipulation it could be established whether medical students and conceded employees at the medical school are entitled to the same housing made available to Sackler GAs.

With respect to state university collective bargaining, we suggest the admission of the Directory of Faculty Contracts and Bargaining Agreements in Institutions of Higher Education, (National Center for the Study of Collective Bargaining in Higher Education and the Professions, School of Public Affairs, Baruch College, City University of New York) Volume 23, January 1997, which specifically identifies all graduate employee bargaining units in the United States.



LEVY, RATNER & BEHROOZI, P.C.

Nicholas Lewis, Hearing Officer
National Labor Relations Board, Region 2
December 8, 1999
Page 6

Based of the foregoing, we urge the Regional Director to close the hearings and proceed to decision so that a representation election can be held during the current academic year. Alternatively, if the record is reopened it should be reopened only for a limited basis to narrowly permit additional evidence which the Region deems to be necessary to complete the record.

Very truly yours,

 (DJR)

Daniel J. Ratner

cc: Ed Brill, Esq.
Julie Kushner
Betsy Engel, Esq.
Lisa Jessup



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Counsel:
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Sally Oteros

May 1, 2000

**BY FACSIMILE AND
FIRST-CLASS MAIL**

Hon. Daniel Silverman
Regional Director, Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278-0104

* Admitted in NY, MA and DC
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◊ Admitted in NY, NJ and CT



Re: UAW -and- NYU
NLRB Case No. 2-RC-22082

Dear Mr. Silverman:

On behalf of Petitioner UAW, we request that the Region subpoena records showing the names of all graduate assistants ("Assistants") who received checks issued from payroll codes 101, 130 and 131, on or immediately preceding March 26, 2000.

As the Region is aware, there were a substantial number of challenged ballots in the representation election on April 25 - 27, 2000. In the Decision and Direction of Election ("Decision"), the Region described the bargaining unit as, inter alia, all Assistants "who are classified under 101, 130, 131." Decision at p. 38. The Direction of Election specifically defines eligibility as "those in the unit who are employed during the payroll period ending immediately preceding the date of the Decision ..." Decision at p. 39.

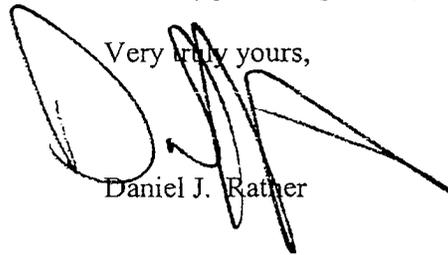
We believe that the vast majority of challenged ballots can be resolved by reference to checks issued for each of the payroll codes on or immediately preceding the eligibility date. If the Board grants review, it may be a period of time before the Region focuses on the challenged ballots. To ensure that the payroll records are available to the Region when a review of the challenged ballots occurs, we strongly urge the Region to obtain the relevant payroll records at this time.

LEVY, RATNER & BEHROOZI, P.C.

Hon. Daniel Silverman
Regional Director, Region 2
National Labor Relations Board
May 1, 2000
Page 3

Therefore, for the reasons set forth above, we request that the Region require the Employer to produce the computerized payroll runs showing the name of all Assistants who received checks from payroll codes 101, 130 and 131 on or immediately preceding the eligibility cut-off date.

Very truly yours,



Daniel J. Rather

DJR:job

cc: Edward Brill, Esq. ✓
Julie Kushner
Lisa Jessup
Betsy Engel, Esq.



Betsey A. Engel
International Union UAW
Detroit, Michigan

Betsey A. Engel practices in the area of labor and employment law. She has been an associate general counsel of the UAW since 1983. Ms. Engel has participated in the development of organizing strategies as well as organizing-related litigation. Prior to coming to the UAW, she worked as a field attorney in the Detroit Regional Office of the National Labor Relations Board. Ms. Engel graduated from the University of Michigan and Wayne State University Law School.

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second, during my work at the Regional office in Detroit did I ever think that one day I would have the honor of being considered to serve as a Board Member.

I loved working for the NLRB, in large part because I had the opportunity to work under the tutelage of Regional Director Bernard Gottfried. He was revered in the Region and there is still a memorial symposium every year in his honor. He had a deep knowledge and understanding of the law and was open to and respectful of all viewpoints and positions presented to him. He made sure he knew every fact and every aspect of a case before he made a decision on whether to issue a complaint. Most importantly, he cared deeply about the impact his decisions would have on the workplace, on the employer involved, and on the workers. He knew that real people would be affected by what he did and he worked very hard to make sure his decisions were fair and honest. He was a role model and I will strive to follow his example should I become a Member of the Board.

I also worked for a private law firm in Detroit that represented labor unions and workers and then became a staff lawyer for the International Union, UAW, in 1982. I served as Deputy General Counsel at the UAW for two years, handling the day-to-day administration of the UAW Legal Department, before coming to Washington, D.C., in 2000, to join the General Counsel's Office of the AFL-CIO, where I advocated for their positions, including before Congress.

My work on NLRA issues over the years has given me a deep appreciation for the work that the Board does and how important it is for all involved – workers, employers and labor unions – and how much it matters that disputes get resolved fairly and in a timely manner. As a result of my work as a Board attorney and as a litigant, I have been repeatedly impressed with the dedication of the Agency's staff, with their sense of pride of purpose and their hard work to make sure the Agency fulfills its mission.

I can assure you that I understand the importance of this office and how critical it is that Board Members be neutral arbiters of the law. If I am honored to serve as a Member of the National Labor Relations Board, I pledge to live up to the example of my formative mentor, Bernard Gottfried: I will approach every decision with an open mind and give every position serious consideration; and in every decision I will be guided by the mission of the Agency and the impact of a decision on all affected. I look forward to working with my fellow Board Members to develop a collegial and productive deliberative process, to learn from their experiences and their points of view, and to fairly and faithfully enforce the law.

Thank you for the opportunity to appear before you today and I look forward to your questions.

BIOGRAPHY**Nancy Schiffer**

Nancy Schiffer is an Associate General Counsel with the American Federation of Labor and Congress of Industrial Organizations. Her work focuses on NLRA jurisprudence and procedure, worker organizing and member mobilization, and federal, state, and local legislation in support of worker rights. Ms. Schiffer previously served as Deputy General Counsel of the United Auto Workers in Detroit where her main practice areas included NLRA and public sector representation and unfair labor practice cases; appellate litigation; public and private sector organizing campaigns; collective bargaining negotiations and contract enforcement, arbitrations, strikes and lockouts, plant closings and relocations; retiree health insurance litigation; and union governance. She practiced with a union-side labor firm and with the National Labor Relations Board's Detroit Regional Office prior to joining the UAW.

UC agrees to discuss **RECOGNITION** with student employees following six-day strike

Six days into a strike that emptied classrooms at eight University of California campuses—and threatened to cancel final exams for tens of thousands of students—UC administrators agreed to sit down and talk with UAW-represented teaching assistants, tutors, and readers about union recognition.

Student employees and UC President Richard Atkinson agreed to a 45-day cooling off period recommended by State Senate President Pro Tem John Burton and Assembly Speaker Antonio Villaraigosa. Both have urged UC to recognize the union and bargain with 10,000 graduate students who provide 60 percent of the instruction to undergraduates.

Student workers have waged a 15-year struggle for recognition and collective bargaining rights—demands that state education officials and many legislators say the university should grant.

"It's unfortunate that after 15 years, we had to resort to a system-wide strike," said Richard Ochoa, president of the Association of Graduate Student Employees at UC Berkeley. "Our members demonstrated great strength and unity on all eight campuses, and we are hopeful that the discussions will resolve the recognition issue and allow us to move forward. If they don't, we are fully prepared to resume our strike if necessary."

Student employees returned to work Dec. 7; talks were scheduled to begin within 10 days.

"We believe that direct, face-to-face talks are the best means of resolving this dispute," said UAW Vice President Elizabeth Bunn, who directs the union's Technical, Office and Professional Dept. "We approach these discussions

in good faith and with confidence that university officials will do likewise.

"Our goal," Bunn stressed, "is that talks will result in recognition of the UAW as the exclusive collective bargaining agent for teaching assistants, readers and tutors, and we can move from there to a mutually-productive relationship."

Graduate student employees lecture classes, lead discussion groups, help students prepare for tests, read and grade tests and papers, and tutor students one on one. They are paid \$1,200 to \$1,400 a month for up to nine months a year for working 20 hours a week. But most work many more hours to get their jobs done.

"The university treats us as a pool of cheap labor," says Connie Razza of the Student Association of Graduate Employees at UCLA.

Strikers at UC campuses in Berkeley, Davis, Irvine, Los Angeles, Riverside, San Diego, Santa Cruz, and Santa Barbara drew strong support from students and faculty, as well as truck and bus drivers who refused to cross picket lines. Most classes run by graduate students were canceled, as were many exams. Faculty supporters refused to do graduate student work.

"Students are very upset," said Berkeley undergraduate Maria Villasenor a day into the strike. "But their anger is directed at the administration because they are aware of who has the power to recognize the union and end this strike. We support the grad students because we know they are



Student employees on the picket lines at the University of California, Berkeley. Many classrooms were empty during the six-day recognition strike.



the people who teach us."

UC has spent millions of tax dollars fighting recognition in the courts. Administrators claim that the teaching assistants, tutors and readers are students, not workers, and that they don't have the right to organize.

But UC Riverside Professor Edna Bonacich says, "The administration is acting like a corporate employer in every single way and yet claims this is not an employee-employer relationship."

California's Public Employment Relations Board reaffirmed Dec. 11 that student workers have the right to bargain collectively. The state's Higher Education

Employer-Employee Relation Act (HEERA) allows the university to recognize the union. Dozens of state legislators including Burton and Villaraigosa, have urged UC President Atkinson to recognize the union, as has Rep. Howard Berman, who authored HEERA while in the state legislature.

There have been several UC strikes in the past, but this is the first time that student employees at all eight campuses have walked out. The UAW, said Vice President Bunn, is prepared to pay weekly strike benefits if the UC employees are forced to go back on strike.

UAW PUSHES CAMPAIGN

California Academic Workers Press for Recognition by UC

A 6-day strike of teaching assistants, tutors and readers that closed classrooms across the University of California system in December, has put the issue of recognition for 9,000 UC academic employees on the front burner in California.

The potential that classes might be empty again is bringing renewed pressure on UC President Richard Atkinson to recognize the UAW as the democratically-elected bargaining agent for academic employees at eight campuses.

State Senate President Pro Tem Tom Burton and Assembly Speaker Antonio Villaraigosa, who negotiated a 45-day cooling-off period that ended January 20, are urg-

Academic workers at UC Berkeley were among the thousands who struck for recognition at eight campuses last December.

ing Atkinson to do so.

Despite several bargaining sessions since the strike ended, the university still refuses to recognize the union.

"Unfortunately," said Ricardo Ochoa, president of the Association of Graduate Student Employees/UAW at UC Berkeley, "the university has failed to address in



any meaningful way the single issue over which the strike was called—recognition of teaching assistants."

UC's refusal to address the issue was especially outrageous, said union leaders, because the state's Public Employee Relations Board (PERB) reaffirmed bargaining rights for teaching assistants, readers and tutors just a few days into the cooling off period. PERB's ruling upheld an earlier decision that UC had appealed. The university now says PERB's decision should be reviewed in court.

UC failed to get a court review last year, notes UAW Vice-President Elizabeth Bunn, who directs the union's Technical, Office and

Professional (TOP) Dept. "Now, rather than comply with a ruling the university sought but which went against them, they still refuse to bargain." Seeking another court review, said Bunn, is "subterfuge designed to cover their continued lawbreaking."

UAW members at UC have asked state legislators to intervene with university administrators to secure recognition of the UAW as their bargaining representative.

"We urge the legislature to aggressively intervene with university officials before they again place undergraduate education at risk," said Connie Razza, a member of the Student Association of Graduate Employees/UAW at UCLA.



UAW Local 686 President Dave Kagels, Region 9 Director Geri Ochocinska, and Local 686 Chairperson Tim Laport at the union's charity run. Winner Jason Quast, inset, finishes well ahead of the pack.



VETERANS APPRECIATION

UAW Members Run for Fun and Charity

Running enthusiasts in amalgamated UAW Local 686 helped to kick-off the Lockport, New York, local's first annual veterans appreciation charity run last November. The five kilometer event, run in honor of armed forces veterans, raised more than \$1,000 for a community soup kitchen that feeds the poor.

Over 200 runners from ages one to 87 participated in the event, which was held in conjunction with other Veterans Day celebrations. UAW Region 9 Director Geri Ochocinska served as the honorary starter for the 5K race.

Local 686 officers and volunteers from the veterans, women's

and legislative committees pitched in to plan the run, map out the course, register participants, and handle all the other tasks involved in running the 5K race as well as a one mile fun run. Delphi Thermal model-maker Walt Whitenight chaired the event, and volunteers Anita Lucas and Cindy Lenhart solicited donations of food, beverages, money and prizes from area merchants.

Local 686's Veterans Committee, the color guard from the 268th chapter of Vietnam Veterans, and the University of Buffalo veterans chapter also participated in the festivities.

VICTORY AT UCLA

University of California Will Bargain with UAW

Academic student employees at UCLA have overwhelmingly voted for UAW representation, and the University of California has agreed to bargain in good faith with 1,700 graduate students employed at the Los Angeles campus.

Teaching assistants, readers and tutors at UCLA voted 718-269 for the Student Association of Graduate Employees (SAGE/UAW) March 9-11. The vote paves the way for UAW representation of 9,000 student workers at all eight UC campuses across the state. An overwhelming majority of UC's graduate student employees signed UAW authorization cards long ago.

"It's a historic victory for academic student workers," said Connie Razza, a UCLA teaching assistant and SAGE leader. "We're stoked," Razza told *Solidarity*. "We expect to bargain in the spring after we survey our membership."

The UCLA victory caps a 16-year struggle for bargaining rights by academic workers at one of the nation's most prestigious university systems. Grad students struck for recognition at all eight campuses for six days last December, forcing the university to meet with the union during a cooling off period brokered by State Senate Pro Tem John Burton and State Assembly Speaker Antonio Villaraigosa.

UC refused to recognize the union at that time, and it faced increased pressure from state legislators and the threat of more strikes.

The state's Public Employment Relations Board (PERB) reaffirmed that students have the right to bargain collectively last December. The state's Higher Education Employer-Employee Relations Act (HEERA) allows the university to recognize the union. Dozens of state legislators, including Burton and Villaraigosa, urged UC to recognize the union, as did U.S. Rep. Howard Berman, who au-



Academic workers at UCLA are one step closer to a contract following a 73-percent vote for the UAW.

The UCLA victory caps a 16-year struggle for bargaining rights by academic workers at one of the nation's most prestigious university systems.

thored HEERA while in the state legislature.

The university tried to stop the UCLA election, but that last ditch effort was rejected by PERB, and 73 percent of the workers voted for the union.

Even before the UCLA votes were counted, UC President Richard Atkinson issued a statement that said, "We will respect the outcome of this election and will abide by the choice made by the students. If that choice is union

representation, I want to assure our students and the UAW that the university will make every effort to cooperate fully and to bargain in good faith at UCLA."

"It shouldn't take 16 years of struggle to win basic union rights for workers anywhere," commented UAW Vice-President Elizabeth Bunn, who directs the union's Technical, Office and Professional (TOP) Dept. "We commend the courage and determination of the current academic workforce and their predecessors.

"At the same time," said Bunn, "we welcome UC President Atkinson's commitment to recognize the union and bargain in good faith as a genuine shift in the university's position."

"We need to build a relationship based on mutual respect and trust—a relationship that will benefit all

members of the UC community," said Region 5 Director Jim Weidner. "PERB is now setting dates for union elections at the seven other UC campuses."

"We are thrilled by the outcome of UCLA's election," said SAGE leader Connie Razza. "We are excited about winning representation for UC's other 7,300 academic student employees."

Grad student workers lead discussion groups, help students prepare for tests, and grade tests and papers, and tutor students one-on-one. They are paid \$1,200 to \$1,400 a month up to nine months a year for working 20 hours a week. But they work many more hours to get their jobs done, in addition to continuing their own graduate studies.

Local 2283 Members Win Big at Tazewell

Solidarity that lasted from the moment they walked out to the day they recessed their six and one-half month strike has paid off for UAW Local 2283 members who stopped concessions and made significant gains in their new contract with Tazewell Machine Works.

Eighty-one workers were forced to strike the Pekin, Illinois, factory last October when owner Henry Cakora declared union dues checkoff "un-American" and refused to bargain with the union.

Even though temporary scabs were hired to do their work, and Cakora told them they would never return to work with a union, not one Local 2283 member crossed the picket line.

But half a year into the strike, the UAW members made a hard choice—to recess their strike and return to work without a contract. "We came out 100 percent, and we'll go back in 100 percent," said Local 2283 President Chad Hartley.

By returning to work, the UAW members forced 93 temporary scabs out of the plant and strengthened their chances to win a new agreement. Management trumpeted the return as a union defeat, but workers quickly reminded the company that they could go back out on strike at any time.

Within a week, Tazewell returned to the bargaining table and union negotiators hammered out a new contract that retains dues checkoff and union security, provides first-time dental coverage and improves other health insurance benefits, creates a new 401(k) savings plan with employer contributions, and raises wages by 15 1/2 percent over six years.

Local 2283 members ratified the new contract by a 98-percent margin.

Grad Students at UC Berkeley Overwhelmingly Vote UAW

Academic student employees at the University of California's Berkeley campus voted 833-293 for Association of Graduate Student Employees/UAW representation in April. The Berkeley students are the second group of UC teaching assistants to vote for the UAW, following an equally strong showing by student workers at UCLA in March.

Over 9,000 teaching assistants, readers and tutors at eight University of California campuses across the state have waged a 16-year campaign for UAW representation, including a system-wide strike last December. University administrators, after refusing to recognize the union for years, have finally agreed to bargain in good faith following cam-

pus-by-campus votes.

"This is absolutely awesome," said Berkeley teaching assistant Charles Williams. "We waited so long for this election to come, through years of struggle by our membership. When it finally came, teaching assistants turned out in force to vote for the union." Over 70 percent of Berkeley's 1,600 teaching assistants voted.

Graduate students who work as teaching assistants, readers and tutors lecture classes, lead discussion groups, help students prepare for tests, and tutor students, in addition to continuing their own studies. They are paid \$1,200 to \$1,400 a month for up to nine months a year for 20 hours a week, though most work many more hours to get their jobs done

"We will now have a voice in the determination of issues such as workload, health-care benefits, fee remissions and wages," said Williams.

"This election is another step forward in helping UC recognize that academic student employees, like all other workers, have a right to a collective voice in the workplace," said UAW Vice-President Elizabeth Bunn, who directs the union's Technical, Office and Professional Dept. "We are looking forward to bargaining contracts for teaching assistants, readers and tutors throughout the UC system."

Election results from the six remaining campuses will be reported in the next issue of *Solidarity*.

Teaching Assistants Petition for UAW

UAW activists at New York University have signed up a majority of the 1,500 teaching assistants at the Manhattan campus and petitioned the National Labor Relations Board for a union election. The petition was filed May 3, just days after university officials turned down the Graduate Student Organizing Committee's demand for UAW recognition.

Graduate students at NYU, like those at universities across the nation, lead discussions, grade pa-

pers and tutor undergraduates while maintaining their own studies. They average just \$10,000 a year.

"I've been a TA the past year at NYU," says Kimberly Johnson. "I'll grade 400 papers this semester alone. That's not unusual, but it's not reflected in our pay. I'm one of the best paid at \$14,000, but others are way down at \$4,000.

"We love our students," Johnson added, "but it doesn't mean we don't need to be compensated and we don't need to be recognized as valuable workers for NYU."

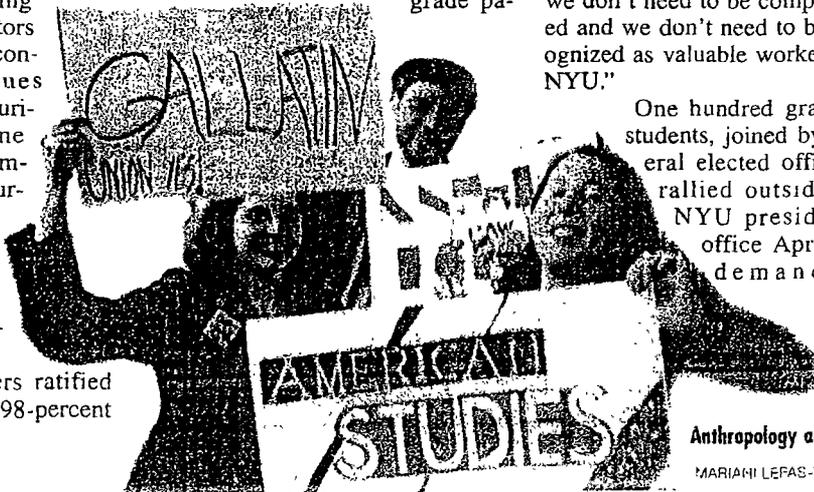
One hundred graduate students, joined by several elected officials, rallied outside the NYU president's office April 23, demanding

union recognition. "Universities in this country have come to depend on what amounts to an exploited class of graduate assistants," said Congressman Jarrold Nadler (D-NY).

NYU has challenged the union petition, claiming that the graduate students are not employees. The NLRB has denied NYU's motion to dismiss the UAW petition.

"It's unfortunate that New York University has chosen to challenge their teaching assistants' right to join a union," said UAW Vice-President Elizabeth Bunn. "Just like their counterparts at the University of California, NYU's teaching assistants deserve the same collective bargaining rights that all workers deserve."

The UAW represents TAs at eight California campuses and UC officials have agreed to bargain with the union.



NYU teaching assistants Rebecca Amato, Bill Horn and Laura Harris hold up signs showing union support in the Gallatin independent degree, Anthropology and American Studies programs where they work.

MARIAHI LEFAS-TETEMES

Wayne County Community College employees were the first non-academic college workers to join the UAW in 1972. Far right is Sammie Rice, president of Local 1796 for 20 years. From left are: Adrian Phillips, Richard Webb, Becky Cherven, Saneetha Satterwhite, Wлта Belle, Loretta White, Carole Nes hazor, Swanie Calvin-Nelson, and Rice.



It's Academic!

California Victory Makes UAW #1 Among the Nation's Grad Student Workers

When 10,000 University of California employees voted to join the UAW this spring, it increased the number of unionized graduate student workers across the nation by 50 percent and made the UAW, in the words of UC Berkeley member Ricardo Ochoa, "the preeminent union representing academic workers nationally."

The UAW victory at all eight UC campuses raised the number of unionized academic workers in the U.S. from 20,000 to 30,000.

As big a boost as the California victory is to academic organizing, it's not new to the UAW, which represents over 2,100 graduate student workers at University of Massachusetts campuses in Amherst and Lowell and has included thousands of non-academic university, college, and school employees in its ranks since the early 1970s.

Student employees in the University of California system have waged a 16-year battle for union representation that began when Berkeley students joined the old Distributive Workers union in 1983. That union affiliated with the UAW four years later.

UC administrators challenged its student employees every step of the way, forcing long, drawn-out legal battles while claiming that they weren't workers at all. Grad students at UC, UMass, and other four-year universities work as teaching assistants, tutors, and readers. They lecture classes, lead discussion groups, grade tests, and tutor undergraduate students, carrying up to 60 percent of the teaching load. They are paid little, and they pay taxes on their earnings.

When student workers struck all eight campuses last December, they got the attention of UC administrators. State legislators pressed for a settlement and the university agreed to recognize democratic elections.

The UAW won decisive victories in elections held at all eight UC campuses, with an overall statewide margin of 68 percent. Bargainers at each of the eight campuses are surveying members, developing demands, and in the beginning stages of negotiations. Workloads, fee remissions, health care, cost of living, wages, and a grievance procedure are expected to be key issues.

"We are proud of the tremendous effort

of the academic employees at University of California," says UAW Vice-President Elizabeth Bunn, who directs the union's Technical, Office and Professional (TOP) Dept. "Their organizational strength, dedication and commitment through 16 long years is an inspiration to the labor movement."

Ochoa, president of the Berkeley local, stressed that membership mobilization was crucial to the UC victory. "We're very proud to have won, and very proud to be part of the UAW," he said.

"This is fantastic," said UC Santa Cruz member Leah Mundell. "This has been a long time coming and we could not be happier."

UAW's Long History of On-Campus Organizing

The UAW has a long tradition of organizing academic, technical, clerical, secretarial, and maintenance employees at universities, colleges, technical schools, and in elementary and secondary school districts.

Office, clerical, and maintenance workers at Wayne County Community College were



Leaders of UAW-represented graduate student employees at UC Berkeley and UC Davis are clockwise from lower left: local union president Ricardo Ochoa, bargaining committee chair Ellen Rigsby, Jennifer Hoofard, and Frank Wilderson.

1925.

"We voted to affiliate for two reasons," recalls Ruth Eberle, an early Local 1925 president. "The UAW provided strength at the bargaining table and had a progressive agenda."

During the late 1970s clerical, technical and maintenance employees on several Michigan campuses—Eastern Michigan, Northern Michigan, and Wayne State among them—joined the UAW.

Today, the UAW represents non-academic workers at such universities and colleges as Oberlin College in Ohio, Barnard College, and Columbia University in New York City, Cornell University in upstate New York, Boston University, Blackhawk College in Moline, Illinois, and others.

In addition, the union represents staff employed by numerous secondary and elementary school districts across the country.

All told, the UAW represents 20,000 employees of educational institutions in the U.S. And that number promises to grow.

The UAW recently signed up the majority of 1,500 graduate student teaching assistants at New York University and has petitioned the National Labor Relations Board

the first to join ranks with the UAW back in 1972. WCCC, a two-year college in southeast Michigan, recognized the union without a fight, recalls Sammie Rice, who served as UAW Local 1796 president for 20 years.

Oakland University, in suburban Detroit, was the first four-year school to go UAW in 1975, when clerical and technical employees in the independent Clerical Technical Association voted to affiliate as UAW Local

for an election. NYU, like California, says they are not workers. The union pledges to win them the collective bargaining rights they deserve.

Michael Funke



PHOTOS BY REBECCA COOK

UAW-GM Powerteams

Detroit high school students applied a fresh coat of paint to a picnic table at a homeless shelter and installed a new hoop at a recreation center basketball court at the kick off of three days of volunteer work sponsored by the UAW-GM Powerteams program. The UAW and GM, working with Detroit public schools, brought together 130 students in a curriculum-based, service learning program to encourage community involvement, teamwork, and skill building.



NEW YORK UNIVERSITY

Private college teaching assistants have union rights says NLRB

Teaching assistants at New York University are the first graduate students in the country to win the right to vote in a union election. The National Labor Relations Board ruled April 3 that 1,700 grad students employed by the university have the right to seek UAW representation.

"We grade papers, teach courses and recitation, hold office hours, conduct research, and perform administrative tasks," said graduate employee Laura Tanenbaum. "We are workers, and we deserve the right to vote for a union, and it's disappointing that NYU resisted that idea at all."

NYU administrators argued that the teaching assistants are primarily students, not employees. NLRB regional director Daniel Silverman disagreed, rul-

ing that there is no basis to deny collective bargaining rights to teaching assistants "merely because they are employed by an educational institution while enrolled as a student."

"This historic ruling provides graduate teaching assistants with a fundamental right already held by nearly all of our nation's workers—the right to decide whether to form and be represented by a union," UAW President Stephen P. Yokich declared.

NYU teaching assistants earn an average of \$10,000 for a nine-month appointment, with no employer contribution toward health care, which runs \$1,000 a year. Unionized teaching assistants enjoy subsidized health care at many colleges.

An overwhelming majority of grad students signed UAW cards in April 1999, and the

union petitioned the NLRB for an election. The university forced hearings on the "employee status" of graduate students, and has appealed the April 3 ruling to the full NLRB.

"NYU has stalled our right to a democratic process for almost a year now," said teaching assistant Michael Gasper. "It is time for NYU to respect the wishes of graduate students and the greater community who support our right to an election."

U.S. Senator Charles Schumer, D-N.Y., and 100 other elected, labor, religious, and community leaders signed a letter supporting the students to NYU President L. Jay Oliva.

"Unionization will create a stronger, healthier university community," said teaching assistant Jason Patch. "By standing up for ourselves, we are

making an investment in our futures and the future of NYU."

The UAW represents over 12,000 grad student employees at the University of Massachusetts and University of California. Eighty percent of the 1,650 teaching assistants at the University of Washington recently signed UAW cards in their drive for unionization. The UAW represents 14,000 other academic workers in several states and Puerto Rico.

"Across the country, graduate teaching assistants at many colleges and universities are struggling for union rights," noted UAW Vice President Elizabeth Bunn, who directs the UAW's Technical, Office and Professional (TOP) Dept. "This historic ruling provides important legal and moral support for their cause."

ORGANIZING

Another 400 Michigan auto parts workers join UAW

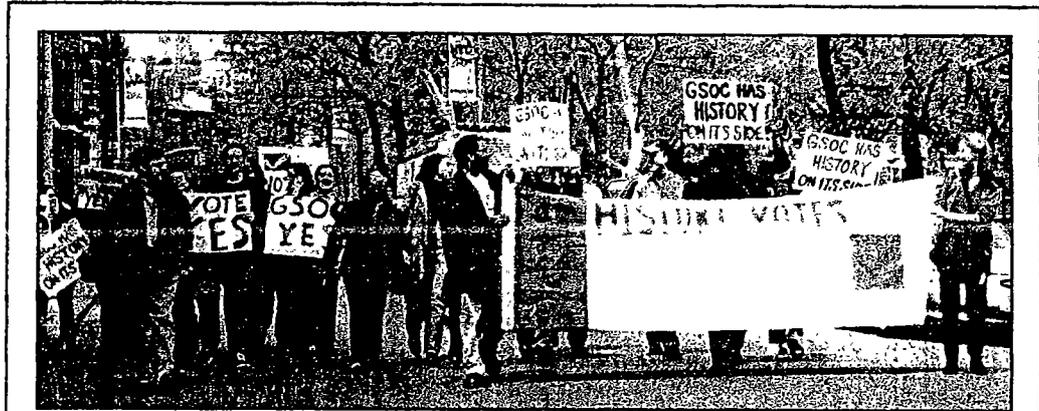
Auto parts workers at Dura Automotive in Fremont, Mich., have decided that UAW representation is worth the cost of its favoritism, low wages, and inadequate health care. Employees at the UAW Region 1D workplace, who make gear shift mechanisms for Ford, voted 196-174 to join the UAW April 13.

"There was so much favoritism, and we were being treated like numbers on a page," explained Sandra Pope, who works second shift at the plant. She started out neutral when the union campaign got underway but eventually joined the UAW organizing committee.

"At the beginning I wasn't sure," Pope says. "But as time went on, I could see the company was only giving people half the story about the union."

As an in-plant organizer, Pope says she talked one-on-one with everyone she could to win them over to the union. She has learned away from the experience of a former union believer in worker-to-worker contact.

"I didn't take breaks," she says. "I went around and talked to people on my breaktime in-



NYU grad students cast union ballots

Close to 80 percent of New York University's 1,500 graduate student employees have voted in a National Labor Relations Board election for UAW representation, but the ballots were impounded because NYU has challenged the NLRB's ruling that grad students at private universities have collective bargaining rights. The ballots will remain uncounted until a review of the university's latest legal interference is completed. NYU focused its anti-union campaign on international students, warning they could lose their visas. UAW supporters likened this to the way some sweatshop owners threaten immigrant workers.

stead. A lot of people couldn't build it into their schedule to make a union meeting. So I took literature to them, talked with them, answered questions."

Turnover has also been a big problem at Dura, largely because workers are hired through a temporary employment

agency. Pope has worked at Dura Automotive "a year and a few months, and at Dura that is a long time," she says.

Jaime Moon, a maintenance employee on third shift, calls himself an "old-timer" even though he's only been at Dura for one year and eight months.

"They treat people terribly," says Moon. "They figure you are supposed to be dedicated to Dura and give up your family life."

Dura workers were often forced to work overtime without advance notice to meet management quotas, or they were told on Friday they would have to work on Saturday.

Moon got involved in the UAW drive right away even though he has no previous experience with unions. "I really wanted this to go through," he says of the union. "Something has got to be done to make this a workable place."

Some Dura employees were paid below the poverty level for a family of four according to information compiled by the UAW. Health insurance costs also reduced living standards of Dura workers and their families.

There are 400 workers in the bargaining unit at Dura Automotive.

JAW retirees win back health benefits

Thousands of UAW retirees from three auto parts companies will receive health care benefits their employers tried to modify, thanks to legal action taken by the union.

Some 950 retirees from Massey-Ferguson plants in Michigan, Wisconsin, Iowa, and Ohio have had their health insurance maintained at levels negotiated by the UAW before the company tried to modify benefits in 1994.

Claim checks totaling \$1.5

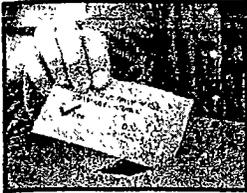
million were also sent out to retirees from UAW Locals 174 and 256 in Detroit, Local 244 in Racine, Wis., Local 1446 in Des Moines, Iowa, and Local 1505 in Cuyahoga Falls, Ohio.

Over 3,300 UAW retirees from Kelsey-Hayes and Hayes Wheels also gain full maintenance of their health benefits in a settlement agreement that awaits approval of the judge in the case.

Kelsey-Hayes retirees from Local 985 in Detroit, Local

834 in Philadelphia, Local 1192 in Springfield, Ohio, and Local 718 in Rockford, Ill., and Hayes Wheels retirees from Local 78 in Detroit will benefit from the settlement.

Several years of legal action by UAW lawyers ultimately forced the companies to settle and provide union retirees the good health insurance bargained before plants were closed. Massey-Ferguson and Kelsey-Hayes are now owned by TRW.



10,000 UAW MEMBERS MAKE HISTORY

Academic workers win contract at UC

Academic student employees, who teach the bulk of undergraduate instruction at the University of California, have ratified their first systemwide contract by a 93-percent margin.

The settlement, 17 years in the making, provides pay raises, tuition rebates, full health care coverage, job security, and basic union protections to 10,000 teaching assistants, readers, and tutors in UAW locals at all eight UC campuses.

"Academic student employees have made history with their first contract at the University of California," said UAW President Stephen P. Yokich. "Their solidarity is an inspiration to us all."

"Power resides in the mem-

nation of academic student employees has led to an excellent contract," said UAW Vice President Elizabeth Bunn, who directs the union's Technical, Office, and Professional (TOP) Dept. "By establishing secure and stable employment relationships, this contract will help protect and improve quality teaching and quality education for University of California students."

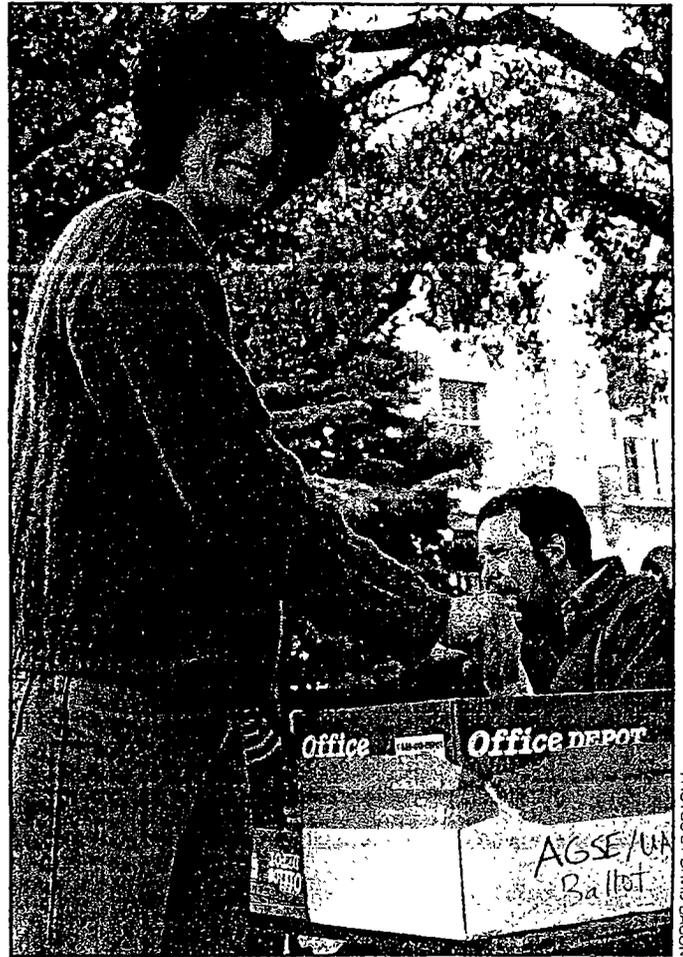
The contract provides for anticipated raises of at least 9.9 percent over three years, full tuition rebate by the third year, guaranteed full coverage of health care costs, and job security in the event that a position accepted by an academic student employee is not available.

The agreement also establishes a grievance and arbitration procedure to handle employee complaints, including cases of sexual harassment and discrimination, and addresses concerns about overwork with enforceable workload limits.

"This contract shows exactly what we have been fighting for: better wages, improved working conditions, and fairness on all campuses," said Kristen Guzman, a teaching assistant in Chicano Studies at UCLA and a bargaining committee member.

"People are very happy with the contract," noted Andy Gross, a bargaining committee member and graduate student in English at UC-Davis. "The administration put up a huge fight against basic worker rights issues, but we now have protection against sexual harassment and discrimination, workload limits, and job security."

Most of the academic workers who immediately benefit from the new contract have been employed by the university less than a third of the time it took to



PHOTOS BY DANIEL BACON

Jill Hargis votes "yes" at UC-Berkeley.

win this 16-year struggle for union representation. Those who paved the way at the UC-Berkeley campus back in the early 1980s have long since graduated.

"The university always counted on turnover," says Gross, who stressed that continual recruitment of new graduate students was essential to finally winning a contract.

UC administrators, in fact, spent millions of tax dollars fighting its employees' efforts to secure basic collective bargaining rights held by other workers.

The university only came around after the UAW members stepped up the pressure with increased work stoppages and several elected officials, notably State Senate President Pro Tem John Burton and Governor Davis, pressed for a

The UAW 13,800 across another wo leg schoc across Puerto R

'The solidarity of all eight campuses won it for us.'

bership," said Brian Chiu, an electrical engineering graduate student and bargaining committee member at University of California-Irvine. "The solidarity of all eight campuses won it for us."

Throughout the long fight for union representation, academic workers staged periodic strikes to build support and get the attention of university administrators.

A six-day strike at all eight campuses in December 1998 pushed the university to finally recognize the collective bargaining rights of its student employees. Graduate students showed their support for the UAW bargaining committee with a one-day work stoppage on April 18.

"The creativity and determi-

Shut off, and
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Solidarity July/August
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MICHIGAN STATE EMPLOYEES

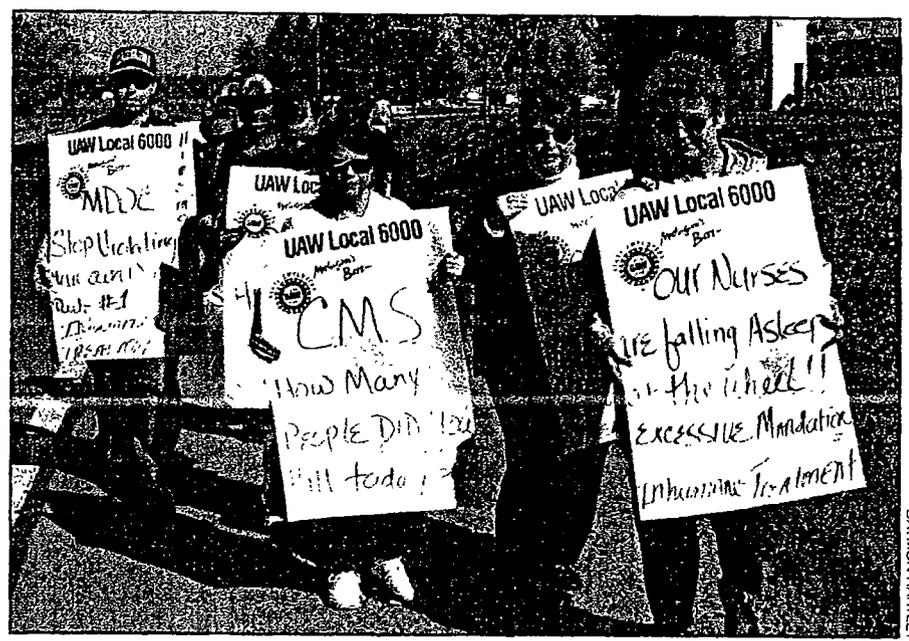
Local 6000 members protest privatization

Dozens of UAW Local 6000 members—protesting the privatization of health care, excessive overtime, and staff shortages—demonstrated outside state prison facilities in Jackson, Mich., Oct. 18.

Michigan state prison employees have been hard hit by layoffs and the privatization of health care jobs that have been taken over by Corrections Medical Services (CMS). Local 6000 has filed a lawsuit challenging the privatization of 68 physician and physician assistant jobs by Republican Governor John Engler's anti-union administration.

CMS is not saving money for Michigan taxpayers, Local 6000 members charge in the suit, and the quality of health care in state

Michigan state employees, members of UAW Local 6000, protest privatization and cutbacks outside a state correctional facility in Jackson, Mich.



DAMON HARTLEY

prisons has declined. CMS has been named in lawsuits in other states where they provide inmate health care, following the death of prisoners in their care.

Local 6000 President Lynda

Taylor-Lewis says UAW-represented nurses in state prisons work huge amounts of overtime which raises health and safety issues and puts their licenses in jeopardy. "This is causing them

to take leaves of absence or leave the job entirely for the private sector," she adds.

Michigan does little to recruit or retain nurses, says Local 6000, and nurses looking for work are reportedly directed to CMS.

ORGANIZING

NYU grad students win right to organize, vote UAW

Graduate student employees at New York University have the right to join a union, according to a ruling issued by the National Labor Relations Board. And they've already voted to join the UAW.

The Oct. 31 NLRB decision marks the first time the Labor Board ruled that students who work as research and teaching assistants at private colleges and universities have the right to organize and bargain.

The NYU students, who assist in the instruction of undergraduates, voted to join the UAW by a 597-418 vote last spring. Those ballots were impounded and counted after the NLRB issued its ruling.

Another 295 ballots, chal-

lenged by both the union and the university, were not counted. The NLRB challenged more than 200 because they were cast by people whose names did not appear on the list of employees submitted by NYU.

The Graduate Students Organizing Committee (GSOC-UAW) expressed hope that the challenges could be quickly resolved because they will not impact the outcome of the vote.

"The graduate assistants have spoken, and it is now time for NYU to respect their decision and the law by sitting down at the bargaining table," said union activist Kimberley Johnson.

"It would be a shame and an insult to the values professed by NYU if they were to succumb to

the calls of university officials at Yale and elsewhere to disobey the law and refuse to bargain in good faith," said UAW Vice President Elizabeth Bunn, who directs the union's Technical, Office, and Professional (TOP) Dept.

"As at any workplace," said UAW Region 9A Director Phil Wheeler, "we are confident that if the university approaches these negotiations constructively, we can fashion a contract that will be mutually beneficial."

NYU's graduate student workers voted to join the UAW last April. But the NLRB delayed counting the ballots after the university challenged a regional Labor Board ruling that supported the students' right to organize. That ruling was finally upheld Oct. 31.

The NLRB decision is expected to spur graduate student organizing at several private colleges and universities.

"The goal of a private company is to maximize profits," says Dr. Mark Kallus, a Local 6000 member forced from his state position by privatization. The state does a poor job of watching CMS he says.

CMS gets paid on a per-inmate basis whether it provides health care or not. Michigan pays the company \$46 million for prison-related services. Local 6000's demonstrations and lawsuit aim to expose the costly plans of the Engler administration, which would like to privatize the state's entire prison health care system.

ACADEMIC WORKERS

Teaching assistants demand UAW recognition at University of Washington

Sixteen hundred academic student employees at the University of Washington have voted to strike if the administration refuses to recognize the UAW as their bargaining agent. Eighty-six percent of the university's graduate students authorized a strike in a vote conducted between Oct. 31 and Nov. 3.

Administrators at the Seattle, Wash., campus have refused to recognize the UAW even though 84 percent of the academic employees have chosen the Graduate Student Employee Action Coalition (GSEAC/UAW) as their collective bargaining representative.

"People clearly see the superiority of collective bargaining compared to what we have now, which is basically begging," said Ken Lang, a UW grad student. Lang and other teaching assistants and tutors lead undergraduate class discussions, grade papers, and tutor students.

UW administrators have refused to bargain with the academic workers, arguing that they are students not employees, and relying on the state Public Employment Relations Commission, which says the university is not obligated to recognize the union.

"Our union represents 15,000 academic student employees at eight campuses of the University of California and two campuses of the University of Massachusetts," said UAW Vice President Elizabeth Bunn, who directs the union's Technical, Office and Professional (TOP) Dept. "Our members have achieved successful collective bargaining agreements on these campuses, and we are commit-



Right: UAW Vice President Elizabeth Bunn, second from left, and AFL-CIO President John Sweeney, far right, met with University of Washington graduate student employees, above, who are seeking to organize at the Seattle campus.

ted to doing the same at the University of Washington."

Academic workers at New York University are also organizing to join the UAW and recently won a landmark ruling from the National Labor Relations Board, affirming collective bargaining rights for academic student employees at private universities.

Vice President Bunn and John Sweeney, president of the AFL-CIO, met with UW's student employees Oct. 24 and urged university administrators to recognize the union.

"Teaching assistants, tutors, and readers at the University of



Washington play a crucial role in the mission of the university, providing nearly half the education received by undergraduate students," said Sweeney.

"The U.S. labor movement stands strongly behind academic student employees in their effort to win collective bargaining rights, because the right to

organize a union is a fundamental civil right for all American workers, in all industries and occupations," Sweeney added.

Maureen Boyd, a grad student on the UAW organizing committee, expressed appreciation for Sweeney's support and said. "We are prepared to stand up for our rights as employees."

PHOTOS BY JEFF MILLER





GSOC/UAW 2110

the union for teaching, research & graduate assistants at NYU

[GSOC-UAW history](#)

[FAQs about GSOC](#)

[What's in a contract?](#)

[Which union am I in?](#)

Recent news

GSOC-UAW History: 15 Years of Majority Support

1998: A majority of NYU grad employees sign cards choosing GSOC-UAW as their union.

2000: The National Labor Relations Board (NLRB) affirms our legal right to collective bargaining, then certifies GSOC-UAW as our union after a majority grad employee vote.

2002: GSOC-UAW members at NYU negotiate and vote to ratify major improvements to stipends, benefits, and employee rights in the first-ever contract for graduate employees at a private university.

2004: The Bush-appointed NLRB reverses legal precedent in the Brown University decision, saying private universities aren't required to bargain with grad employees.

2005: Despite continued majority support for GSOC-UAW and a graduate employee strike supported by NYU faculty and community and elected leaders, NYU cites the Brown decision and refuses to bargain after our first contract expires.

2005 - 2009: GSOC-UAW continues our grassroots campaign to organize and maintain majority support from grad employees; NYU continues to refuse to bargain.

Spring 2010: Yet again, a majority of NYU graduate employees sign union cards, and GSOC-UAW requests voluntary recognition for our union from NYU. The administration again refuses to negotiate and instead hires an expensive law firm to fight our legal right to bargain.

May 2010: GSOC-UAW files for recognition with the NLRB, beginning a legal process of restoring collective bargaining rights for graduate employees at NYU and all private universities.

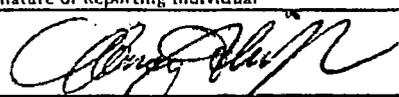
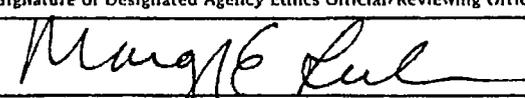
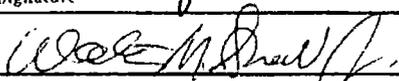
2011: NLRB regional director Elbert Tellem says the evidence suggests graduate employees do "work" at NYU and could have bargaining rights if the NLRB would overturn the Brown decision.

June 2012: After a GSOC-UAW request, the NLRB announces it will review the Brown University decision and consider restoring our right to collective bargaining, which could lead to an election to certify GSOC-UAW as early as fall 2012.

Fall 2012: GSOC-UAW continues our grassroots campaign, increasing majority support for the union and winning back grad employee collective bargaining at NYU.

NOW: Get involved! Our union is stronger when graduate employees talk to each other about the issues that are important to us. To get active in the GSOC-UAW campaign, or if you have any questions, please email or call us at 212-529-2580. And follow us on Facebook to stay up-to-date.

Executive Branch Personnel PUBLIC FINANCIAL DISCLOSURE REPORT

Date of Appointment, Candidacy, Election, or Nomination (Month, Day, Year)	Reporting Status (Check Appropriate Boxes)	Incumbent <input type="checkbox"/>	Calendar Year Covered by Report	New Entrant, Nominee, or Candidate <input checked="" type="checkbox"/>	Termination Filer <input type="checkbox"/>	Termination Date (If Applicable) (Month, Day, Year)	<p style="text-align: center;">Fee for Late Filing</p> <p>Any individual who is required to file this report and does so more than 30 days after the date the report is required to be filed, or, if an extension is granted, more than 30 days after the last day of the filing extension period, shall be subject to a \$200 fee.</p> <p style="text-align: center;">Reporting Periods</p> <p>Incumbents: The reporting period is the preceding calendar year except Part II of Schedule C and Part I of Schedule D where you must also include the filing year up to the date you file. Part II of Schedule D is not applicable.</p> <p>Termination Filers: The reporting period begins at the end of the period covered by your previous filing and ends at the date of termination. Part II of Schedule D is not applicable.</p> <p>Nominees, New Entrants and Candidates for President and Vice President:</p> <p>Schedule A—The reporting period for income (BLOCK C) is the preceding calendar year and the current calendar year up to the date of filing. Value assets as of any date you choose that is within 31 days of the date of filing.</p> <p>Schedule B—Not applicable.</p> <p>Schedule C, Part I (Liabilities)—The reporting period is the preceding calendar year and the current calendar year up to any date you choose that is within 31 days of the date of filing.</p> <p>Schedule C, Part II (Agreements or Arrangements)—Show any agreements or arrangements as of the date of filing.</p> <p>Schedule D—The reporting period is the preceding two calendar years and the current calendar year up to the date of filing.</p>
Reporting Individual's Name	Last Name		First Name and Middle Initial				
	Schiffer		Nancy J				
Position for Which Filing	Title of Position		Department or Agency (If Applicable)				
	Member		National Labor Relations Board				
Location of Present Office (or forwarding address)	Address (Number, Street, City, State, and ZIP Code)			Telephone No. (Include Area Code)			
	1099 14th Street NW Washington, DC 20570			(202) 273-1000			
Position(s) Held with the Federal Government During the Preceding 12 Months (If Not Same as Above)	Title of Position(s) and Date(s) Held						
Presidential Nominee Subject to Senate Confirmation	Name of Congressional Committee Considering Nomination			Do You Intend to Create a Qualified Diversified Trust?			
	Committee on Health, Education, Labor and Pensions			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Certification	Signature of Reporting Individual				Date (Month, Day, Year)		
I CERTIFY that the statements I have made on this form and all attached schedules are true, complete and correct to the best of my knowledge.					7-19-13		
Other Review (if desired by agency)	Signature of Other Reviewer				Date (Month, Day, Year)		
Agency Ethics Official's Opinion	Signature of Designated Agency Ethics Official/Reviewing Official				Date (Month, Day, Year)		
On the basis of information contained in this report, I conclude that the filer is in compliance with applicable laws and regulations (subject to my comments in the box below).					7-23-13		
Office of Government Ethics Use Only	Signature				Date (Month, Day, Year)		
					7-23-13		
Comments of Reviewing Officials (If additional space is required, use the reverse side of this sheet)							
(Check box if filing extension granted & indicate number of days _____) <input type="checkbox"/>							
(Check box if comments are continued on the reverse side) <input type="checkbox"/>							
Agency Use Only							
OGE Use Only							

Do not complete Schedule B if you are a new entrant, nominee, or Vice Presidential or Presidential Candidate

Reporting Individual's Name Schlffer, Nancy J	SCHEDULE B	Page Number 5 of 7
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Part I: Transactions

Report any purchase, sale, or exchange by you, your spouse, or dependent children during the reporting period of any real property, stocks, bonds, commodity futures, and other securities when the amount of the transaction exceeded \$1,000. Include transactions that resulted in a loss.

Do not report a transaction involving property used solely as your personal residence, or a transaction solely between you, your spouse, or dependent child. Check the "Certificate of divestiture" block to indicate sales made pursuant to a certificate of divestiture from OGE.

None

Identification of Assets	Transaction Type (x)			Date (Mo., Day, Yr.)	Amount of Transaction (x)																				
	Purchase	Sale	Exchange		\$1,001	\$15,000	\$15,001	\$50,000	\$50,001	\$100,000	\$100,001	\$250,000	\$250,001	\$500,000	\$500,001	Over \$1,000,000*	\$1,000,001	\$5,000,000	\$5,000,001	\$25,000,001	\$25,000,001	\$50,000,000	Over \$50,000,000	Certificate of divestiture	
Example: Central Airlines Common				2/1/99																					
1																									
2																									
3																									
4																									
5																									

* This category applies only if the underlying asset is solely that of the filer's spouse or dependent children. If the underlying asset is either held by the filer or jointly held by the filer with the spouse or dependent children, use the other higher categories of value, as appropriate.

Part II: Gifts, Reimbursements, and Travel Expenses

For you, your spouse and dependent children, report the source, a brief description, and the value of: (1) gifts (such as tangible items, transportation, lodging, food, or entertainment) received from one source totaling more than \$350 and (2) travel-related cash reimbursements received from one source totaling more than \$350. For conflicts analysis, it is helpful to indicate a basis for receipt, such as personal friend, agency approval under 5 U.S.C. § 4111 or other statutory authority, etc. For travel-related gifts and reimbursements, include travel itinerary, dates, and the nature of expenses provided. Exclude anything given to you by

the U.S. Government; given to your agency in connection with official travel; received from relatives; received by your spouse or dependent child totally independent of their relationship to you; or provided as personal hospitality at the donor's residence. Also, for purposes of aggregating gifts to determine the total value from one source, exclude items worth \$140 or less. See instructions for other exclusions.

None

Source (Name and Address)	Brief Description	Value
Examples: Nat'l Assn. of Rock Collectors, NY, NY	Airline ticket, hotel room & meals incident to national conference 6/15/99 (personal activity unrelated to duty)	\$500
Frank Jones, San Francisco, CA	Leather briefcase (personal friend)	\$385
1		
2		
3		
4		
5		

Reporting Individual's Name Schiffer, Nancy J	SCHEDULE C	Page Number 6 of 7
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Part I: Liabilities

Report liabilities over \$10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent children. Check the highest amount owed during the reporting period. Exclude

a mortgage on your personal residence unless it is rented out; loans secured by automobiles, household furniture or appliances; and liabilities owed to certain relatives listed in instructions. See instructions for revolving charge accounts.

None

	Creditors (Name and Address)	Type of Liability	Date Incurred	Interest Rate	Term if applicable	Category of Amount or Value (x)														
						\$10,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000	Over \$1,000,000*	\$1,000,001 - \$5,000,000	\$5,000,001 - \$25,000,000	\$25,000,001 - \$50,000,000	Over \$50,000,000				
Examples	First District Bank, Washington, DC John Jones, Washington, DC	Mortgage on rental property, Delaware Promissory note	1991 1999	8% 10%	25 yrs. on demand			x												
1																				
2																				
3																				
4																				
5																				

*This category applies only if the liability is solely that of the filer's spouse or dependent children. If the liability is that of the filer or a joint liability of the filer with the spouse or dependent children, mark the other higher categories, as appropriate.

Part II: Agreements or Arrangements

Report your agreements or arrangements for: (1) continuing participation in an employee benefit plan (e.g. pension, 401k, deferred compensation); (2) continuation of payment by a former employer (including severance payments); (3) leaves

of absence; and (4) future employment. See instructions regarding the reporting of negotiations for any of these arrangements or benefits.

None

	Status and Terms of any Agreement or Arrangement	Parties	Date
Example	Pursuant to partnership agreement, will receive lump sum payment of capital account & partnership share calculated on service performed through 1/00.	Doe Jones & Smith, Hometown, State	7/85
1	I am a participant in the UAW Staff Retirement Income Plan and Trust. Pursuant to defined benefit pension plan, I am currently receiving monthly retirement benefits.	International Union, UAW Staff Retirement Income Plan & Trust Detroit, MI	10/82
2	I am a participant in the AFL-CIO Staff Retirement Plan. Pursuant to defined benefit pension plan, I am currently receiving monthly retirement benefits.	AFL-CIO Staff Retirement Plan Washington, DC	6/00
3	I am a continuing participant in the AFL-CIO Deferred Compensation and Trust Plan. I no longer contribute to the plan nor does my employer.	AFL-CIO Deferred Compensation Plan and Trust Washington, DC	6/00
4	I am continuing participant in the UAW Staff Severance Plan. I no longer contribute to the plan nor does my employer.	International Union, UAW Staff Severance Plan Detroit, MI	10/82
5	Pursuant to retirement plan, I am entitled to health coverage and group life insurance for both me and my spouse for life.	International Union, UAW Detroit, MI	10/82
6	Pursuant to retirement plan, I am entitled to health coverage and group life insurance for both me and my spouse for life.	AFL-CIO Washington, DC	6/00



Reporting Individual's Name Schiffer, Nancy J	SCHEDULE D	Page Number 7 of 7
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Part I: Positions Held Outside U.S. Government

Report any positions held during the applicable reporting period, whether compensated or not. Positions include but are not limited to those of an officer, director, trustee, general partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise or any non-profit organization or educational institution. Exclude positions with religious, social, fraternal, or political entities and those solely of an honorary nature. None

	Organization (Name and Address)	Type of Organization	Position Held	From (Mo., Yr.)	To (Mo., Yr.)
Examples	Nat'l Assn. of Rock Collectors, NY, NY Doe Jones & Smith, Hometown, State	Non-profit education Law firm	President Partner	6/92 7/85	Present 1/00
1	AFL-CIO Washington, DC	Labor Union	Associate General Counsel	06/2000	7/2012
2	American Bar Association Washington, DC	Professional Association	Program, Co-Chair, Committee on Practice and Procedure Before NLRB	08/2011	7/2012
3	College and Labor and Employment Lawyers Annapolis, MD	Professional Association	Chair, Credentials Committee for the District of Columbia Circuit	02/2010	7/2012
4					
5					
6					

Part II: Compensation in Excess of \$5,000 Paid by One Source

Report sources of more than \$5,000 compensation received by you or your business affiliation for services provided directly by you during any one year of the reporting period. This includes the names of clients and customers of any corporation, firm, partnership, or other business enterprise, or any other non-profit organization when you directly provided the services generating a fee or payment of more than \$5,000. You need not report the U.S. Government as a source. Do not complete this part if you are an Incumbent, Termination Filer, or Vice Presidential or Presidential Candidate.
None

	Source (Name and Address)	Brief Description of Duties
Examples	Doe Jones & Smith, Hometown, State Metro University (client of Doe Jones & Smith), Moneytown, State	Legal services Legal services in connection with university construction
1	AFL-CIO Washington, DC	Legal Services
2		
3		
4		
5		
6		



July 22, 2013

Margery E. Lieber
Associate General Counsel
(Designated Agency Ethics Official)
National Labor Relations Board
1099 14th Street NW
Washington, DC 20570

Dear Ms. Lieber:

The purpose of this letter is to describe the steps I will take to avoid any actual or apparent conflict of interest if I am confirmed as a Board Member of the National Labor Relations Board.

As required by 18 USC § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 USC § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 USC § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I am vested in the UAW Staff Retirement Income Plan and Trust and the AFL-CIO Staff Retirement Plan. Both are defined benefits plans from which I am currently receiving monthly retirement benefits. Because I will continue to participate in both plans, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of either the UAW or the AFL-CIO to provide me with these contractual benefits, unless I first obtain a written waiver pursuant to 18 USC § 208(b)(1), or qualify for a regulatory exemption pursuant to 18 USC § 208(b)(2).

Pursuant to both the UAW Staff Retirement Income Plan and Trust and the AFL-CIO Staff Retirement Plan, both my spouse and I are entitled to receive health and group life insurance coverage for life. Therefore, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of either the UAW or the AFL-CIO to provide these contractual benefits, unless I first obtain a written waiver pursuant to 18 USC § 208(b)(1), or qualify for a regulatory exemption pursuant to 18 USC § 208(b)(2).

I retired from my position as Associate General Counsel with the AFL-CIO in July 2012. I will not participate personally and substantially in any particular matter involving specific parties in which I previously participated in my role as Associate General Counsel with the AFL-CIO.

I understand that as an appointee I am required to sign the Ethics Pledge (Executive Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Finally, I have been advised that this ethics agreement will be posted publicly, consistent with 5 USC § 552, on the website of the U.S. Office of Government Ethics with other ethics agreements of Presidential nominees who file public financial disclosure reports.

Sincerely,



Nancy J. Schiffer

RECEIVED

2013 OCT 17 PM 2:12

NLRB
ORDER SECTION