**Collective Bargaining for Graduate Assistants**

Legislation (House Bill 214) has been introduced in the Maryland General Assembly that would give graduate assistants (GAs) the right to collectively bargain. If the bill passes, GAs at all public Maryland universities would have the right to unionize. A separate vote by the graduate students on each campus would have to take place to unionize GAs on that campus.

**Why does the university oppose collective bargaining for GAs?**

The university opposes collective bargaining because GAs are students, and the duties they perform as GAs are part of their graduate education, with the additional benefit of providing financial assistance. Some graduate programs expect or require all students to teach as an integral part of their program. Most teaching assistants lead discussion or lab sections under the guidance of a faculty member, gaining valuable teaching experience and learning the subject more deeply by learning to explain it to others. Research assistantships allow students to learn to do original research under the guidance of a faculty mentor—research that often is identical to their doctoral dissertation research. In both teaching and research cases, the assistantship is more like an apprenticeship or a traineeship than traditional employment.

**Is collective bargaining necessary to address Graduate Assistant concerns?**

Some students claim that graduate assistants are vulnerable without collective bargaining rights, and that GAs have no means to address their concerns. However, there are venues for GAs to do so. In the University’s established “Meet and Confer” process, an elected group of GAs— the Graduate Assistant Advisory Committee (GAAC)—meets with university leadership (Provost, Vice President for Finance and Administration, and Dean of the Graduate School) at least once each semester to discuss concerns and possible solutions. These discussions have contributed to these outcomes:

* Minimum stipends have increased 17.6% since July 2018, bringing minimum stipends to above the cost of attendance and above the Big Ten median (see attached table).
* Expectation-setting meetings between GAs and their supervisors are now required, and statements of mutual expectation have been developed to guide those discussions.
* Policies have been adopted to allow GAs time away from duties and parental leave.
* A grievance policy and process have been implemented.
* A time-use study was commissioned in response to concerns that GAs were working much more than 20 hours per week. This study showed that GAs spend an average of 18 hours per week on GA duties, with an average of 6 of those hours contributing to a student’s own research (see below).
* The new position of Graduate Academic Counselor was created and filled, to help GAs and any graduate students experiencing difficulties to access university services.

The “Meet and Confer” process provides GAs with many of the perceived benefits that collective bargaining offers, including the right to engage a labor organization to assist them in this process. (In the ten years that the “Meet and Confer” process has been in place, GAAC has declined to engage a labor organization.) Graduate students also serve on the Graduate Council, which helps make policy for graduate education, including policy relating to GAs. The Dean of the Graduate School also meets regularly with leadership of the Graduate Student Government.

The Graduate School serves as an advocate for all graduate students, including GAs. We want all graduate students to succeed and we want to help resolve any problems that arise for all of them. The Graduate School encourages students to report violations of Graduate School and University policy, including excessive hours, harassment, unacceptable behavior, or unsafe conditions. The Graduate Student Ombudsman provides confidential and informal assistance in resolving conflicts and promotes fair and equitable treatment, and, if necessary, the Graduate School can take formal action to investigate and resolve problematic situations. Collective bargaining would limit the University’s ability to address problems for all graduate students as they arise and reduce the current flexibility to tailor solutions to the situation of a particular student.

**Will collective bargaining benefit future graduate students?**

Bargaining takes a long time, and stable union management relationships are inherently impossible when the union relationship is inexperienced and entirely turns over every few years. If collective bargaining were permitted, the students who might have supported the union membership will leave campus relatively soon after any election is held. A union will already be in place, and students who come after will have no say in whether it should exist. It will be difficult to adjust or dislodge, which would be unfair to future generations of students.

Unlike traditional unions that depend on longevity for ongoing success, future generations of GAs will have none of the knowledge of past practices and bargaining history; they will lack knowledgeable shop stewards of long tenure, and they will not have the personal relationships, either with each other or the university, to engage in effective or efficient bargaining. This relative inexperience will operate to the detriment of students and the university alike.

**Would stipends increase with collective bargaining?**

If GAs were represented by a union, stipends and benefits would be determined by a contract negotiated between the union and the university. If stipends and benefits increase, but State funding does not increase proportionately, the number of graduate assistantships would likely be reduced, supporting fewer students. Collective bargaining could also lead to additional taxes or other deductions that would reduce net compensation (see below).

Stipends currently vary considerably by discipline. Some departments offer stipends of more than $30,000 for the academic year (20 hours/week for 9.5 months) and $40,000 for the full year (20 hours/week for 12 months). At some peer institutions, collective bargaining resulted in uniform stipend levels across departments. Bringing all stipends to a high level would result in very large cost increases for some departments, and without substantial additional State funding, those departments would be forced to offer fewer assistantships. A contract that capped stipends to limit disparities across campus would undermine the ability of some departments to pay higher stipends to recruit and retain high caliber students in competitive fields. Either alternative would lead to a decline in the quality and quantity of research and scholarship produced by the University.

**Should graduate assistants receive a living wage?**

Some have advocated for collective bargaining as a means to gain a “living wage” for graduate assistants. The [MIT Living Wage Calculator](https://livingwage.mit.edu/counties/24033) reports a living wage of $17.54 as the hourly rate that an adult must earn to support his or herself in Prince George’s County, assuming full-time work (2080 hours per year). Although this equals $36,483 per year, applying this to a GA who performs duties for only 20 hours per week for only 9 or 9.5 months per year is highly questionable. The current average GA stipend ($21,135 per academic year) is equivalent to about $30 per hour, which is well above the living wage hourly rate.

Setting aside the issue of whether the living wage is an appropriate standard, raising stipends to that level would represent a 73 percent increase in GA expenditures. This would require an increase about $60 million per year in instructional expenditure, requiring more than a 10 percent increase in State appropriation, or a 10 percent increase in tuition. In the likely case that increases in State appropriation and/or tuition would not be forthcoming to cover this increase, the result would be a 40 percent decrease in the number of GA appointments—and a corresponding decrease in the size of PhD program enrollments.

The University uses cost of attendance (COA) as a guide when setting minimum stipend levels for both assistantships and fellowships. The COA is calculated by the Office of Student Financial Aid according to federal guidelines; average costs for housing, food, and other expenses are estimated using surveys of current graduate students and other federal and local consumer survey data. The Office of Student Financial Aid uses the COA to determine the maximum Federal Direct Loan eligibility for graduate students. Federal financial aid regulations allow eligible graduate students to borrow Federal Direct Loans with other financial assistance up to the COA annually. Most students with full GA appointments or a full fellowship have sufficient financial support to cover the annual COA, eliminating the need to borrow the Federal Direct Loan. Viewed from this perspective, the GA stipend is more like financial aid than a wage. This is underscored by the fact that PhD programs guarantee admitted students “full financial support” for some number of years, with fellowships (which require no work) considered interchangeable with assistantships.

**Would students receive additional benefits with collective bargaining?**

GAs have access to the same health benefits as faculty and staff. Some students advocate for collective bargaining as a way to gain additional benefits, such as legal contracts, sick leave, paid vacation and holiday leave, social security and unemployment benefits, and other benefits that are available to University faculty and staff.

GAs are currently exempt from FICA (Social Security and Medicare) tax because they do not meet the IRS definition of “professional employees.” Providing additional benefits could change this determination and make GAs subject to FICA. The University would then have to withhold 7.65% from a GA’s taxable compensation and pay an equal employer's share. GAs might also have to pay for unemployment insurance, and dues set by the union (2% of compensation is standard). The cost of a GA to a department could increase by more than 17% in all, without any increase in take-home compensation for the student. Students whose duties are not related to teaching or research could be excluded from GA appointments, or their tuition benefit could be subject to income tax.

**Should research assistantships be included?**

Research assistantships, which are included in HB 214, are particularly difficult to adapt to collective bargaining. There is often a large overlap between the research a student does for a faculty member as part of the faculty member’s research grant or contract, and the research the student does for his or her dissertation. (In Prof. Sayer’s time-use study, RAs reported that, on average, more than half of their RA hours contributed to their own research.) The former is essential training for the latter, and it is often impossible to determine where one ends and the other begins. Completing a dissertation—a piece of original research and scholarship—requires long hours of effort regardless of whether the student has a research assistantship, and the amount of effort required for the dissertation cannot be affected by collective bargaining. For this reason, most institutions that have collective bargaining for teaching assistants do not extend collective bargaining to research assistants. Of the five Big Ten institutions with collective bargaining for GAs, only Rutgers includes research assistants, and the contract specifies that it has no impact on the work needed to satisfy degree requirements.

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| **Minimum Graduate Assistant Stipends and Collective Bargaining Status**Big Ten Public Universities, Spring 2020, 20 hour/week appointment |
|  | **Minimum Stipend** | **Collective Bargaining?**  |
| **Institution** | **Academic Year** | **Full Year** | TA | AA | RA |
| Rutgers1 | 28,569 | 32,204 | Y | Y | Y |
| Michigan2 | 21,779 |  | Y | Y |  |
| Penn State | 20,790 | 27,720 |  |  |  |
| Wisconsin | 20,000 | 24,443 |  |  |  |
| Iowa | 19,629 | 23,982 | Y | Y |  |
| **Maryland**3 | **18,979** | **23,973** |  |  |  |
| Illinois | 17,788 | 23,717 | Y | Y |  |
| Ohio State | 17,280 | 23,040 |  |  |  |
| Michigan St4 | 16,244 | 21,580 | Y |  |  |
| Purdue | 15,448 | 18,538 |  |  |  |
| Minnesota | 15,343 | 20,456 |  |  |  |
| Nebraska | 10,000 | 13,333 |  |  |  |
| Indiana | 9,910 | 11,892 |  |  |  |
| 1Standard appointment is 15 hours per week.2No minimum full-year stipend.3For 9.5-month appointments as of 1/1/20. All TAs, and 68% of all academic-year GA appointments, are 9.5-month appointments. The minimum stipend for 9-month appointments is $17,980.4For TA. The minimum academic-year stipend for non-union AAs and RAs is $13,895. |

**Average Cost of Attendance and Average Stipend, AY19-20 (9 months)**

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| **Cost** | **Graduate Student** | **Graduate Assistant** |
| Tuition (10 credits/semester) | $32,500 | — |
| Mandatory fees | $1,635 | $1,635 |
| Off-campus rent and utilities | $9,314 | $9,314 |
| Food and meals | $5,120 | $5,120 |
| Personal expenses | $1,144 | $1,144 |
| Books and supplies | $624 | $624 |
| Transportation | $522 | $522 |
| Average cost of attendance | $50,859 | $18,359 |
| Average academic-year stipend | — | $21,135 |
| Tuition is the maximum covered for graduate assistants at the non-resident rate, which represents the cost of education. Transportation cost are from the Bureau of Labor Statistic's Consumer Expenditure Survey for public transportation in the Northeast region. (Mandatory fees cover shuttle bus service to most areas where graduate assistants live.) Other costs are estimated by the Office of Student Financial Aid according to federal guidelines; see <https://financialaid.umd.edu/resources-policies/cost-attendance>.  |

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| **Graduate Assistant Average Weekly Hours**  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **All** | **TA** | **RA** | **AA** | **Other** |
| GA activity | 16.8 | 16.3 | 18.4 | 14.6 | 18.0 |
| Secondary GA activity during non-GA activity  | 1.1 | 1.1 | 1.4 | 0.7 | 1.5 |
| Subtotal | 18.0 | 17.4 | 19.8 | 15.3 | 19.5 |
| GA activity that contributes to own research | 6.2 | 3.4 | 10.5 | 3.4 | 7.4 |
| GA activity not contributing to own research | 11.8 | 14.0 | 9.3 | 11.9 | 12.1 |
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| Summary of time-use study by Prof. Liana Sayer, director of the Maryland Time-Use Laboratory. GA activity is time when the GA activity is the primary focus of attention, regardless of any simultaneous engagement in any type of secondary activity. Secondary GA activity includes reported time in GA activities that are done simultaneously with a non-GA activity that is the main focus of attention. Other are split GA appointments (e.g., half TA, half RA). |
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