MEMORANDUM

To: Faculty and Supervisors of Graduate Assistants

From: Shelly Chabon, Vice Provost, Office of Academic Affairs

Date: 6/28/18

Re: Communication guidelines with Graduate Employee Union (GEU) Members

As you know, the contract with the Graduate Employee Union (GEU) was ratified on March 28, 2018, and covers all PSU graduate teaching assistants, research assistants and administrative assistants (GAs) in their status as employees of the University. Clearly, the new contract brings with it some significant operational and financial changes for the University as a whole. GAs are now represented by a union and this means the GEU collectively represents their members on any concerns they may have regarding the conditions of their employment.

We understand that the GEU contract may naturally become a topic of conversation with GAs in your unit or under your supervision. You may be asked questions about the effects of the contract on GAs’ future employment and working conditions or how the contract may impact them personally. You may be invited to discuss issues related to the number of graduate assistant positions to be funded in the future based on available budgets and program or project needs. One of the challenges ahead of us will be to ensure that our conversations with GAs are appropriate within the context of our new contractual obligations. We all care about our graduate employees and that is why it is especially important that the contract be implemented and its contents upheld with thought and respect.

In an effort to support you going forward, I have prepared some guidance to help you manage some potentially difficult conversations.

Guideline 1: Understand the role of the Graduate Student Union (GEU)

The law forbids any communications by the University that would be considered as undermining the union in their role to represent graduate assistants. The union is the exclusive representative of these employees when dealing with the University over the terms and conditions of their employment. By law, the University must discuss contract issues with the designated representatives of the GEU, and not directly with the employees. In addition, any communication that interferes with graduate assistants' rights under the current GEU contract may be viewed as a contract violation, can lead to costly grievance proceedings, and damage the University’s relationship with the union.
Guideline 2: Understand the role of OAA on a Unionized Campus

Just as GEU is the exclusive representative of graduate employees, OAA and the Office of Academic Employee and Labor Relations is the only authorized PSU entity that may engage in discussions about the contract with GEU. Under no circumstances may you agree to meet with GEU representatives to discuss issues or challenges related to the contract. This is a new contract and no doubt there will be questions about language and implementation. You are to bring your questions to OAA and the GEU members should be encouraged to seek the counsel of their own representatives. We will be meeting on a regular basis as representatives of labor and the University.

Guideline 3: Refer any questions and/or concerns raised by graduate assistants about the new GEU contract to the union

It is inappropriate for you to open or invite discussion with graduate assistants about perceived impacts the GEU contract may have on future funding and/or staffing levels for GAs. It would also be inappropriate for you to characterize the contract as the reason for any reduction in GA positions. It is critically important that you refrain from blaming the contract, the GEU or OAA for changes, real or perceived, in your relationship with GAs. The contract was negotiated and agreed to by the University and GEU. Both parties have committed to its successful implementation.

If GAs approach you with concerns about what the contract, or what the union or the PSU administration should or should not be doing, you may listen, but you should not comment. Instead, refer employees to their union representatives. Consider responding along the following lines:

* "You are represented by the GEU and you need to talk with the GEU about your concerns. I value our working relationship, and out of respect for the union, this is simply not something we can discuss."

* "I'm sorry, but I really can’t discuss this topic. It would be best for you to talk to your union representative (not me) if you have any concerns about the new contract provisions."

Guideline 4: Focus on your role as supervisor

Even though you may have the best of intentions, you must not insert yourself into contract issues as a “neutral” party or attempt to act as a mediator might. When this occurs, it will backfire, and will likely create additional concerns. Instead of becoming involved in “problem solving” with GAs or the union, share your ideas privately with the University’s Labor Relations staff in OAA. By virtue of your supervisory role, you are part of the management team when it comes to addressing employee issues and therefore you can not and should not be impartial.
Guideline 5: Keep your personal opinions to yourself and express disagreements to the Academic Employee and Labor Relations staff in OAA

In your role as a supervisor, you are a representative of the University, and your statements may be perceived as official University positions. Even if a personal opinion is not expressed as an official University position, expressing opinions that are contrary to or undermining of the GEU contract can lead to significant complications. When you have disagreements with or concerns about the contract, you should call the Academic Employee and Labor relations staff in OAA.

Guideline 5: Avoid threats about consequences

The University may not make statements to employees about future negative impacts of contract provisions. Whether a person views a comment as a threat or a neutral statement of fact may be a matter of perspective, so avoid statements that may sound threatening to a graduate assistant such as: “There will be fewer graduate assistant positions next year due to this new contract and people will lose their jobs,” or “if these contract provisions are implemented, you may not have a job here next year.”

Guideline 6: When in doubt, refer questions to Academic Affairs

If you have questions about how to respond to questions from GAs regarding the GEU contract, please call or email one of the Academic Employee and Labor Relations Team. It is always better to err on the side of caution. Check in with us – we don’t mind! We are here to support you and all of our graduate assistant employees going forward. For questions, contact Dr. Julia Getchell, the Director of Academic Employee and Labor Relations, at ext. 5-9235; Hannah Miller, the Executive Assistant to the Vice Provost at 5-5242 or me; Shelly Chabon, the Vice Provost for Academic Personnel and Dean of interdisciplinary General Education at ext. 5-2262.

Thank you for all you do to carry out the good work of this University.

Sincerely,

Shelly Chabon
Vice Provost for Academic Personnel &
Dean of Interdisciplinary General Education