

## Academic freedom provisions for U.S. grad employees

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### **Why focus on academic freedom in union contracts; why does it matter?**

It is integral to the quality and integrity of the academy for all members of the academic workforce to have academic freedom. In part this is a matter of the significance of academic employees being able to freely pursue ideas in their teaching, research, and service, and as public citizens without retaliation/discipline from their employing institutions. That is crucial to the quality and security of academic employees' work. More than that, the working conditions of the members of the academic workforce model and impact the learning conditions of students and the quality of their education. These are not just abstract statements of what should be; they express one of the dominant values in American higher education (even if that value is widely violated in practice).

The handbooks and collective bargaining agreements for faculty in the vast majority of colleges and universities have a provision about academic freedom. As is evident below, that is not the case for graduate employees in their collective bargaining agreements. The American Association of University Professors' recently (in 2009) strengthened Recommended Institutional Regulation #14, on Graduate Student Employees invokes the importance of academic freedom in regard to reappointment decisions (as, in fact, did the previous iteration of this regulation). Moreover, the AAUP's 2000 statement on graduate students, which, in providing recommended standards opens with the sentence, "Graduate students have the right to academic freedom."

Particularly in these times, it is more important than ever to defend and advance academic freedom not only in the traditionally articulated terms of teaching, research, and extramural speech, but also in speech about institutional matters. Otherwise, how are graduate employees to fully exercise their rights as citizens of the academic community in regard to institutional policy and practice. In 2009, AAUP's Committee A issued a report, "Protecting an independent faculty voice: Academic freedom after Garcetti v Ceballos," drawing attention to a series of court cases threatening to compromise and indeed eliminate academics' right to speak out about institutional matters. The association subsequently promoted a Speak Up, Speak Out campaign to encourage colleges and universities to adopt a slight modification of their academic freedom provisions to include the protection of speech about institutional matters. That right is especially important now for graduate employees, who are asserting and defending their right to collectively bargain, who among other matters are criticizing current university practices, actions, and budgetary choices.

In a unionized setting, or in one in which graduate employees are asserting their right to organize, it might be thought that an effort to include academic freedom language in a collective bargaining agreement would possibly be characterized by administration as an example of union interference in academic matters. Of course, administrations make that

claim regardless, resisting and criticizing unions for undermining all sorts of collegial and professional dimensions of academic employment. The validity of the claim is totally undermined by the existence of such provisions in the vast majority of faculty contracts as well as by their existence in some graduate employee contracts. Administrations may also claim that academic freedom provisions would be problematic given private R & D contracts that the university has (or seeks) with outside corporations. Again, the validity of that claim is undermined by the existence of academic freedom provisions in most faculty and some graduate employee contracts.

The fact is that building academic freedom provisions into contracts strengthens the professional conditions of employment—that is precisely what the AAUP indicates that collective bargaining can and should do. Such provisions will not ensure academic freedom, but they will enhance the ability of the bargaining unit to protect that freedom and to take action when it is violated. And that is why administrations might resist them.

### **Data**

Total population of graduate employee contracts (32 contracts—see Appendix)

\* 19 contracts are in HECAS, the Higher Education Contract Analysis System, a searchable national data base (on the web and in an annually produced CD-Rom) of collective bargaining agreements developed by the NEA and available to NEA and AFT members/affiliates.

\* 12 other contracts were accessed through the Internet, starting with links on the CGEU contract wiki site (there is a slight discrepancy between the contract wiki list and the list of U.S. grad employee unions on the CGEU site—it would be useful to coordinate those).

\* 1 contract (for research assistants at the SUNY Research Foundation) was accessed from the web, being on neither on the CGEU site or on HECAS. This should be added to the CGEU contract wiki site.

### **Document analysis of the contracts**

The analytical focus is on the extent to which considerations of academic freedom are built into graduate employee union contracts.

I conducted the following searches:

searched each contract with the terms “academic and freedom”;

searched the contract indexes for any specific provisions regarding employee rights that addressed academic freedom without using that term;

searched non-discrimination and non-retaliation clauses for any language that addressed academic freedom without using that term;

searched all appointment/reappointment, discipline/dismissal, and layoff provisions for any language that addressed academic freedom without using that term.

The data were accessed from the web sites on 9/12/11, 9/13/11, 9/14/11, & 9/15/11.

## **Findings**

For ease of reference, I identify the contracts by the name of the institution, not by the name of the bargaining unit (there are lots of similar names of bargaining units). The numbered reference that appears is the file name in HECAS; for those contracts accessed directly through the web I provide the web site and the date I accessed the site. The date provided next to the university name is of when the contract ends.

By way of summary:

- \* 8 of the 32 contracts have academic freedom provisions, with one other (UI system) having a sentence on academic freedom in a management rights clause that is overly expansive on academic matters.
- \* The strongest academic freedom language, which includes Garcetti-related language (“to speak freely on all matters of university governance...”), is in the contracts of Florida State University and the University of South Florida.
- \* Strong academic freedom provisions are found in the contracts at CUNY, Southern Illinois University Carbondale, the University of Massachusetts Amherst, and the University of Rhode Island (Rutgers and the University of Florida also have academic freedom provisions).
- \* Almost all the contracts have non-discrimination provisions: most of these speak to union membership and/or activity, and some (8) speak to political belief or persuasion as well as union membership (CUNY, Michigan State University, Temple University, University of California, University of Florida, University of Massachusetts Boston, University of Rhode Island, and University of Washington). UMass Amherst has an interesting non-discrimination provision that seems to speak to academic freedom.
- \* Only one of the contracts (CUNY) mentions academic freedom in discipline/dismissal provisions, or in layoff or reappointment provisions. At the end of this section of presenting the data I give an example of a very strong faculty union contract (Connecticut State University) that builds academic freedom language and process into such clauses to ensure a separate and strong process when academic freedom violations are alleged by a bargaining unit member. The CSU language is unusual in faculty contracts. But it is an important exemplar of what is desirable.

By way of analysis, it is very interesting that language can vary significantly within the same system, let alone within the same state and region. For example, the provisions of FSU and the University of South Florida contracts are far stronger than that of the University of Florida contract. Similarly, the UMass Amherst contract. It might be that this is a function of the differential resistance of different university administrations to such language. It may also be, however, that the grad employee negotiating teams could benefit from leveraging good language that other units in their system, state, region, and nation have.

Conclusions.

First, there are good examples of strong academic freedom language in separate provisions. If possible, such language should follow the AAUP classic 1940 definition (teaching, research, and extramural speech, free from institutional censorship or

discipline). Moreover, the provision should heed the advice of the AAUP's 2009 report on *Garcetti v Ceballos*, and build in protection for speech about institutional matters. Such language establishes graduate employees' claim to such freedoms. Barring such language, it will be harder to establish that alleged violations of such freedoms are problematic.

Second, it is important to build in strong non-discrimination language that protects graduate employees from discrimination because of political affiliation or activity, and because of membership and activity in the union. Again, there are good examples from a minority of the existing grad employee agreements. If possible, building in some language like that of the UMass Amherst contract can further strengthen academic freedom.

Third, and hardest of all, try to build in some language in provisions on discipline/dismissal regarding academic freedom. The PSC's success in this regard at CUNY offers a useful example. The AAUP's revised (2009) Recommended Institutional Regulation #14 on Graduate Student Employees also should provide some guidance on the sort of language to work for in these clauses and in appointment/reappointment provisions. An ideal to work toward is providing for a special process, with peer involvement, in matters of alleged violation of academic freedom, like that of the Connecticut State University System contract.

### **Separate academic freedom provisions**

#### ***The two strongest contracts, with *Garcetti* related language***

Florida State University Grad Assistants United UFF (2013)

[http://www.uff-fsu-gau.org/downloads/UFF-FSU-GAU\\_CBA\\_2010-2013.pdf](http://www.uff-fsu-gau.org/downloads/UFF-FSU-GAU_CBA_2010-2013.pdf)

(accessed 9/14/11)

(same as Southern Florida, much stronger than UFlorida)

#### ARTICLE 5

#### ACADEMIC FREEDOM

5.1 Florida State University affirms the principles of academic freedom and responsibility, which are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

5.2 Academic Freedom, within the context of the curriculum required by the University, is the freedom to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression; to speak freely on all matters of university governance, and to speak, write, or act as an individual, all without institutional discipline or restraint.

5.3 Academic Responsibility implies the honest performance of academic duties and obligations, the commitment to support the responsible exercise of freedom by others, and the candor to make it clear that the individual, while he or she may be freely identified as an employee of the University, is not speaking as a representative of the University in matters of public interest.

5.4 On the part of the Administration, Academic Responsibility implies a commitment to actively foster within the University a climate favorable to responsible exercise of freedom.

FLO60

Univ South Florida (2008)

Grad Assistants United, UFF NEA/AFT

***Academic Freedom*** and Responsibility

5.1 The University of South Florida affirms the principles of ***academic freedom*** and responsibility, which are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and ***freedom***.

5.2 ***Academic Freedom*** is the ***freedom*** to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression; to speak freely on all matters of university governance, and to speak, write, or act as an individual, all without institutional discipline or restraint.

5.3 ***Academic*** Responsibility implies the honest performance of ***academic*** duties and obligations, the commitment to support the responsible exercise of ***freedom*** by others, and the candor to make it clear that the individual, while he or she may be freely identified as an employee of the University, is not speaking as a representative of the University in matters of public interest.

5.4 On the part of the Administration, ***Academic*** Responsibility implies a commitment actively to foster within the University a climate favorable to responsible exercise of ***freedom***.

***Strong academic freedom language, though without Garcetti related language***

CUNY Professional Staff Congress AFT (2010) as part of faculty contract

<http://www.psc-cuny.org/our-contracts/psc-cuny-2007-10-contract>

(accessed 9/15/11)

In preamble:

WHEREAS, CUNY and the PSC seek to maintain and encourage, in accordance with law, full freedom of inquiry, teaching, research and publication of results, the parties subscribe to Academic Freedom for faculty members. The principles of Academic Freedom are recognized as applicable to other members of the Instructional Staff, to the extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of academic policy.

IL419

SIUCarbondale (2010)

SIUC Grad Assistants United IEA/NEA

## ARTICLE 7

**ACADEMIC FREEDOM**

Section 7.1 Principles. Whereas, SIU Carbondale and GA United seek to maintain and encourage, in accordance with law, full *freedom* of inquiry, teaching, research and publication of results the parties subscribe to *Academic Freedom* for faculty members. The principles of *Academic Freedom* are recognized as applicable to other members of the Instructional Staff, to the extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of *academic* policy.

Section 7.2 Professional Judgment. Graduate student employees shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints. Assistants shall also have the *freedom* to create syllabi, select course materials and to determine grades in accordance with Board policies unless otherwise standardized by the Employing Unit.

Section 7.3 Freedom of Expression. Within the provisions of applicable laws and University policies and subject to paragraph one above, graduate student employees are entitled to freely express in their work environment their political beliefs and/or affiliations. However, they should be careful not to introduce matter unrelated to their subject persistently into their teaching. Nothing in this Article should be understood to abridge whatever rights of *academic freedom* the Trustees may allow to graduate student employees.

UMass Amherst Graduate Employee Organization UAW (2012)

[http://www.geouaw.org/wp-content/uploads/2010/07/GEO\\_Contract\\_2012.pdf](http://www.geouaw.org/wp-content/uploads/2010/07/GEO_Contract_2012.pdf)

(accessed 9/13/11)

## ARTICLE 21

**Professional Rights**

Graduate student employees shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints.

In addition, graduate student employees shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily and publicly given by the University.

Within the provisions of applicable laws and University policies and subject to paragraph one above, graduate student employees are entitled to freely express in their work environment their political beliefs and/or affiliations. However, they should be careful not to introduce matter unrelated to their subject persistently into their teaching. Nothing in this Article should be understood to abridge whatever rights of academic freedom the Trustees may allow to graduate student employees.

The University shall compile and provide to GEO an annual report on the use of undergraduate teaching assistants. The first such report shall cover the 2000-01 academic year and shall be issued within six months of the signing of this Agreement.

RI057

University of Rhode Island (2007)  
Graduate Assistants United AAUP

AAUP language on the three basic freedoms, but it identifies the students explicitly as “apprentices to a learned profession.”

Yet it is one of the few provisions that refers to the external speech of ga’s

### Article XIII - **ACADEMIC FREEDOM**

Institutions of higher education are conducted for the common good and not to further the interests of either the individual or the institution as a whole. The common good depends upon the free search for truth and its free exposition. **Academic Freedom** is essential to these purposes and applies to both teaching and research.

The GAU and the administration recognize that graduate assistants are apprentices to a learned profession, and work under the supervision, coordination and guidance of the faculty of the department and college. Graduate students will have reasonable latitude to exercise their judgment in deciding how best to accomplish their teaching and research in their discipline under the supervision of the faculty of the department and college. They also are entitled to **freedom** in the classroom in discussion their discipline, subject to the supervision of the faculty of the department and college. Graduate assistants must be careful not to introduce into their teaching controversial matters that have no relation to their subject.

Graduate assistants are apprentices to a learned profession and are employed as part-time teachers and researchers at an institution of higher education. When they write or speak as citizens, they should be free from institutional censorship or discipline. As scholars, they should strive to be accurate, exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate they are not speaking for the institution.

### ***Separate academic freedom provision, but not very strong***

Rutgers (2011)

AAUP/AFT combined full-time faculty with ta’s and ga’s

[http://www.rutgersaaup.org/contract/FT\\_Agreement\\_2007-2011.pdf](http://www.rutgersaaup.org/contract/FT_Agreement_2007-2011.pdf)

(accessed 9/15/11)

## II - ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom as adopted by

the University's Board of Governors on January 13, 1967.

FLO63

Univ of Florida (2008)

Same overall system (UFF), but language is much weaker than South Florida's Grad Assistants United, UFF NEA/AFT

Article 5

***ACADEMIC FREEDOM***

It is the policy of the UBOT and UFF to encourage graduate assistants, in fulfillment of their assigned teaching responsibilities, to give their own interpretation of instructional materials used by them—whether self-chosen or prescribed by the teaching unit—within the bounds of knowledge and methodologies appropriate to the disciplinary field, under the guidance of the employing department or unit. In fulfilling assigned research duties, graduate assistants will be encouraged to exercise creativity and sound judgment in carrying out the theoretical, conceptual, and methodological design of the research under the guidance of the research supervisor. When the Graduate Assistant is primarily responsible for the course, the Graduate Assistant shall determine grades in accordance with UBOT College, and Department policies, if any.

IL351

***Mention of academic freedom in management rights clause that is overly expansive***

IL395

UISystem (2009)

GEO IFT/AFT

Similar to UIUC but does at least have a sentence on the value of academic freedom, though again under management rights, Article IV.

B. The University and the Union agree that ***academic freedom*** is one of the values essential to higher education. It is further agreed, except as abridged by the specific terms of this Agreement, that the University retains sole and exclusive control:

1. to make all ***academic*** judgments concerning (a) courses, curriculum, and instruction; (b) the content of courses; (c) methods of instruction; (d) instructional materials; (e) the nature and the form of assignments required including examinations and other work; (f) class size; (g) grading policies and practices;
2. to determine all ***academic*** policies, procedures, rules and regulations in regard to assistants' status as students including, but not limited to, all questions of ***academic*** standing, intellectual integrity, and any matter relating

to *academic* progress in a University educational program;

3. to make *academic* evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements.

UIUC (2006)

Graduate Employees Organization IFT/AFT

UNDER MANAGEMENT RIGHTS provision, Article IX

B. It is further agreed, except as abridged by the specific terms of this Agreement, that the University retains sole and exclusive control:

(1) to make all *academic* judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses, instructional materials, the nature and form of assignments required including examinations and other work; (c) methods of instruction; (d) class size; and (e) grading policies and practices.

(2) to determine all *academic* policies, procedures, rules and regulations in regard to assistants' status as students, including, but not limited to, all questions of *academic* standing, intellectual integrity, and any matter relating to *academic* progress in a University educational program; and,

(3) to make *academic* evaluations and determinations of assistants' progress as students, including the fulfillment of degree requirements.

C. Nothing contained in this description of Employer's rights waives the Union's right to collectively bargain mandatory subjects of bargaining not covered by this Agreement.

### **Non-discrimination provisions**

University of California Academic Student Employees UAW (2013)

[http://www.uaw2865.org/?page\\_id=42#article18](http://www.uaw2865.org/?page_id=42#article18)

(accessed 9/14/11)

## **Article 20: Non-Discrimination in Employment**

### **A. General Provisions**

Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, sex, pregnancy, sexual orientation, gender identity, physical or mental disability, medical condition, HIV status, status as a covered veteran, age, citizenship, political affiliation, union activity, and membership or non-membership in the union. For the purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer,

or health impairments related to genetic characteristics.  
 If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW's notice must include an Acknowledgement and Waiver Form signed by the affected ASE. The Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

FL063

Univ of Florida (2008)

Grad Assistants United UFF NEA/AFT

Non-discr

Political affiliation and union activity are mentioned.

Article 8

UNLAWFUL DISCRIMINATION

8.1 Policy. Neither the UBOT nor UFF shall discriminate against or harass any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, sexual orientation, or marital status, nor shall the University or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

UMass Boston Graduate Employee Organization UAW (2012)

[http://geoumb.org/start/index.php?option=com\\_content&task=view&id=12&Itemid=26](http://geoumb.org/start/index.php?option=com_content&task=view&id=12&Itemid=26)

(accessed 9/13/11)

Is mention of political and union affiliation in non-discrimination

“4.01

The University shall not discriminate on the basis of race, native language or dialect, gender, color, religion, marital status, parental status, national origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or Union affiliation and or activities.”

RI057

URI (2007)

Grad Assistants United (AAUP)

On non-discr  
 “political affiliation and belief” and union membership

UWash Union for Academic Student Employees UAW (2012)  
[http://www.uaw4121.org/wp-content/uploads/2011/01/4121\\_Contract.pdf](http://www.uaw4121.org/wp-content/uploads/2011/01/4121_Contract.pdf)  
<http://www.uaw4121.org/>  
 (accessed 9/13/11)

Is mention of political and union affiliation in non-discrimination clause

## **Article 19 – Non-Discrimination and Harassment**

**Section 1. -Discrimination** - Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran status, political affiliation, marital status, sexual orientation, pregnancy status, HIV status, or membership or non-membership in a union.

*Very distinctive provision in UMass Amherst contract—addressing something like academic freedom.*

UMass Amherst Graduate Employee Organization UAW (2012)  
[http://www.geouaw.org/wp-content/uploads/2010/07/GEO\\_Contract\\_2012.pdf](http://www.geouaw.org/wp-content/uploads/2010/07/GEO_Contract_2012.pdf)  
 (accessed 9/13/11)

Article 15 Non-discrimination

“No graduate student employee shall be denied appointment based on academic school of thought, provided, however, that nothing in this Article shall be deemed to supercede the right of the graduate student employee’s supervisor to determine what is taught by graduate student employees and how that teaching is to be carried out.”

### **Termination language that mentions academic freedom**

The one grad employee contract that has such language is for CUNY.  
 CUNY Professional Staff Congress AFT (2010) as part of faculty contract  
<http://www.psc-cuny.org/our-contracts/psc-cuny-2007-10-contract>  
 (accessed 9/15/11)

In Article 21 on disciplinary action

21.1 Members of the Instructional Staff may be disciplined by removal, suspension with or without pay, or any lesser form of discipline for one or more of the following reasons, except that

staff in HEO series titles shall be subject to discharge as provided in Article 21.9, and Adjuncts shall be subject to discharge as provided in Article 21.11:

- (a) Incompetent or inefficient service;
- (b) Neglect of duty;
- (c) Physical or mental incapacity;
- (d) Conduct unbecoming a member of the staff. This provision shall not be interpreted so as to constitute interference with academic freedom.

*One example of a strong faculty contract that provides for a special process when there are claims of a violation of academic freedom is the Connecticut State University System AAUP contract.*

<http://www.csuaaup.org/>

(accessed 9/16/11)

#### ARTICLE 4

#### **PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

##### **4.2.3 Claims of Violation of Academic Freedom**

The following procedure shall constitute the sole and exclusive method for processing claims of violations of academic freedom:

##### **4.2.3.1 Academic Freedom Panel**

Within thirty (30) days of the effective date of this Agreement, the Administration and CSU-AAUP shall each name four (4) representatives (one from each university) to act on academic freedom matters. The two representatives on each university shall constitute the Academic Freedom Panel which shall be responsible for the implementation of Article 4.2.3.2.

**4.2.3.2** Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, and dated, by the complainant and further indicate whether the complainant or CSU-AAUP shall represent the complainant. Allegations of violation of academic freedom shall be filed with the two (2) university members of the Academic Freedom Panel within thirty (30) days of the incident giving rise to the allegation. The university panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint. The Panel shall mediate and investigate the complaint in order to effect a mutually acceptable resolution to the matter. Within thirty (30) days of receipt of the complaint, the Panel shall issue written findings and may offer a written recommendation to the complainant and the respondents. These parties shall have fifteen (15) days from receipt of the findings/recommendation of the Academic Freedom Panel to agree to any recommendation by so notifying the Panel in writing. If either party fails to agree, the complainant may initiate further action by forwarding the complaint within seven (7) additional days to the CSU-AAUP President and the Chancellor or designee who shall also obtain a copy of the findings and any recommendation.

When the above time limits fall within intersession, during weeks when classes are not in session or outside the member's work year, an initial written request for extension by the complainants, the Panel or the respondents, if any, shall be granted automatically for up to four (4) weeks or until classes have been in session two (2) weeks, whichever occurs first.

#### **4.2.3.3 Academic Freedom Committee**

The CSU-AAUP President and the CSU Chancellor shall jointly convene an Academic Freedom Committee within twenty-eight (28) days of receipt of the complaint and shall provide them with the Panel findings and any recommendation. This Committee shall consist of those individuals identified in Article 4.2.3.1 who are not employed at the University from which the allegation arises.

**4.2.3.4** At any point in its deliberations, the committee may decide to seek the advice of an expert. If the committee is deadlocked, it shall call upon an expert, who shall advise the Committee, and/or cast the deciding vote if the deadlock cannot be resolved by the Committee members. If an expert is needed, the Committee shall call upon the co-conveners to select one of the following experts:

William Berlinghoff Julius Getman  
 Walter Metzger John Moon  
 Carol Simpson Stern Victor Stone  
 Judith J. Thomson

The selection method shall be as follows: The two co-conveners shall alternately strike one name from the list of experts, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the expert selected by this process is not available within thirty (30) calendar days, the expert who was stricken last shall be sought. Any costs incurred by the Committee pursuant to resolving an academic freedom allegation shall be divided equally between CSU-AAUP and the Board except when the complainant chooses self-representation. In such a case, costs shall be divided equally between complainant and the Board.

**4.2.3.5** The Committee shall solicit and be provided with relevant information. Such information shall be offered to the Committee subject to the rule of relevancy as determined by the Committee. A hearing may be conducted by the Committee at its own discretion. Within sixty (60) days of filing at the CSU level, unless an extension is ordered by the Committee with the consent of the co-conveners, a written decision shall be rendered to the affected individuals, CSU-AAUP, and the Administration.

**4.2.3.6** The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee's decision shall be final and binding upon all parties.

### **Listing of all grad employee contracts in the U.S.**

9/15/11

(32, not including NYU, which has no contract)

California State Univ Academic Student Employees UAW  
 Central Mich Univ Graduate Student Union AFT-Mich/AFT  
 CUNY Professional Staff Congress, joint with faculty and higher education officers  
 Florida Agr & Mechanical U Graduate Assistants United UFF (NEA/AFT)  
 Florida State Univ Graduate Assistants United UFF (NEA/AFT)  
 Mich State Univ Graduate Employees Union AFT  
 \* NYU (no contract) Graduate Students Organizing Committee UAW  
 Oregon State Univ Coalition of Graduate Employees AFT  
 Rutgers University AAUP/AFT joint with full-time faculty unit

Southern Illinois Univ Graduate Assistants United IEA/NEA  
SUNY Graduate Student Employees Union CWA  
SUNY Research Foundation (Stonybrook) Research Assistants CWA  
Temple Univ Graduate Students Association AFT  
Univ of CA Academic Student Employees UAW  
Univ of Florida Graduate Assistants United UFF (NEA/AFT)  
Univ of Ill system Graduate Employees Organization AFT/IFT  
Univ of Ill Chicago Graduate Employees Organization AFT/IFT  
Univ of Ill Springfield Association of Graduate Employees, University Professionals of Illinois  
Univ of Ill Urbana Champaign Graduate Employees Organization AFT/IFT  
Univ of Iowa COGS United Electrical, Radio, and Machine Workers of America  
Univ of Kansas Graduate Teaching Assistants Coalition AFT  
Univ of Mass Amherst Graduate Employees Organization UAW  
Univ of Mass Boston Graduate Employees Organization UAW  
Univ of Mass Lowell Graduate Employees Organization UAW  
Univ of Michigan Graduate Employees Organization AFT  
Univ of Oregon Graduate Teaching Fellows AFT  
Univ of Rhode Island Graduate Assistants United AAUP  
Univ of South Florida Graduate Assistants United UFF (NEA/AFT)  
Univ of Washington Union for Academic Student Employees UAW  
Univ of Wisc Madison Teaching Assistants' Association AFT (but recently voted not to pursue state certification under the new state law)  
Univ of Wisc Milwaukee Milwaukee Graduate Assistants' Association AFT  
Wayne State Univ Graduate Employees Organizing Committee AFT  
Western Mich Univ Teaching Assistants Union AFT