**IMPORTANT HIGHLIGHTS**

**What is the University’s position on the issue of non-tenure track faculty unionization?**

Northwestern has been, and remains committed to cultivating its relationship with its non-tenure track faculty, keeping the lines of communication open, and working with its non-tenure track faculty members on issues important to them. We hope to continue working directly with all of our faculty members on these matters going forward because, in our view, the University can best continue to address these issues, including matters such as governance, compensation, and professional opportunities, without the involvement of a third-party union. However, the University respects the fact that whether or not to relinquish authority to a union to bargain for pay, shared governance, terms of appointment, benefits and working conditions is an important decision that each potential bargaining unit member must make based on an individualized assessment of what is in his or her best interest. The University is committed to ensuring that potential bargaining unit members have factual information that will enable informed decision making, and urges voters to gather as much information as possible, ask questions, explore the pros and cons of unionization, thoroughly examine the associated complex issues, and make an informed and reasoned decision.

**What if I don’t want to belong to the union?**

If the SEIU wins the election, it could seek an agreement with the University to include a “union security clause” in the collective bargaining agreement. Usually, union security clauses require all members of the bargaining unit who do not become dues-paying members of the union to pay an “agency fee” (sometimes called a “fair share fee”) to the union, which is a service charge that contributes to the costs borne by the union in administering the labor agreement. In short, you can decide not to join the union or pay dues, but you cannot opt out of being represented by the union and you may be required to pay an agency fee to the union. Typically agency fees are nearly the same as dues. Union security clauses are regularly included in collective bargaining agreements.

**Who should vote?**

Non-tenure track faculty members who were on the University’s payroll as of May 31, 2016 and who taught in the Fall 2015, Winter 2016 or Spring 2016 quarters at Weinberg College of Arts and Sciences, McCormick School of Engineering, Medill School of Journalism, the School of Communications, the School of Education and Social Policy and/or the Bienen School of Music are eligible to vote (unless they are otherwise excluded from the bargaining unit for reasons such as holding a staff or supervisory position).

Every potential bargaining unit member should vote because the election outcome is determined by the majority of those who vote, not a majority of those eligible to vote. Thus, union representation for non-voting employees will be decided by the votes of those who cast ballots. By way of example, if 100 potential bargaining unit members vote, then this decision could be made by as few as 51 voters. Based on the list submitted to the NLRB, there are approximately 700 eligible voters.

**If the SEIU wins the election, will my salary or per-course pay increase? What about benefits and job security?**

There is a common misperception that current terms and conditions of employment serve as the floor and can only improve with collective bargaining. This is not true. There is no guarantee that the SEIU could negotiate improvements in pay, benefits, or working conditions. Indeed, it is impossible to say what will happen to the compensation and benefits that you currently receive; they may diminish, improve, or stay the same. In light of this inherent uncertainty,
you should educate yourself about what collective bargaining will mean for you and what it would mean to be represented by this Union.

**THE BASICS**

**What is a union?**

A union is an organization that serves as a representative for a group of employees for purposes of negotiating with an employer to establish terms and conditions of employment, such as appointment terms, shared governance, salary, and benefits. A union typically charges its members for providing this service in the form of dues.

**Does it cost money to belong to a union?**

Yes. Unions can charge dues, initiation fees, fines, and assessments to those members it represents. Unions set those rates internally, without input from the employer, and will often seek to negotiate that dues and fees be taken out of its members’ pay checks.

**What is the SEIU?**

SEIU is the abbreviation for the Service Employees International Union. SEIU Local 73 represents workers primarily in public service and publicly funded positions in municipalities, social service agencies and school districts. The SEIU also is the union that has sponsored a series of one-day walk-outs over the past couple years at McDonald’s and Walmart in an attempt to organize workers at those companies and others in the fast-food industry.

**Why is the SEIU here?**

The SEIU is trying to unionize some of Northwestern’s non-tenure-track faculty as part of a nationwide campaign initiative it calls “Faculty Forward,” the goal of which is to organize what it calls “contingent” faculty (part-time and/or non-tenure-track faculty). The SEIU has devised what it calls a “metro strategy” pursuant to which it is focusing on large metropolitan areas and then uses paid organizers to target multiple colleges and universities in the area. In Chicago, Faculty Forward’s “metro strategy” has targeted Loyola University, Concordia University, Illinois Institute of Technology, DePaul University and the University of Chicago.

**What are authorization cards, and why do unions collect them?**

Authorization cards are signed, written, or electronic declarations submitted by members of a potential bargaining unit stating that they want a particular union to be their exclusive representative for the purposes of negotiating the terms and conditions of their employment. Typically, unions collect authorization cards as part of an organizing drive – that is, an attempt to show that there is an interest in unionizing and a desire to have the union serve as the exclusive bargaining agent.
What can a union do with the cards it collects?

A union can submit the cards in support of a petition for a representation election to the National Labor Relations Board (NLRB).

If a person signs an authorization card does that mean they must vote “yes” for a union?

No. Each potential bargaining unit member is always free to vote his or her conscience. The voting process is described below in the section titled “THE ELECTION.”

What is the NLRB?

The NLRB (also called the Board) is an agency of the United States government that enforces and oversees administration of the National Labor Relations Act (NLRA), the federal labor law that covers most private employers. The Board has two principal functions:

To hold secret ballot elections to determine if employees wish to be represented by a union for purposes of negotiating and establishing the terms and conditions of employment with their employer and, if so, by which union;

To prevent and remedy unlawful acts (called unfair labor practices) committed by employers or unions.

The Board does not act on its own initiative. Rather, it processes only those charges of unfair labor practices and petitions for employee elections that are filed with the NLRB in one of its regional offices, each of which is run by a regional director. The Board has published an overview of employer/union rights and obligations and it can be accessed here: https://www.nlrb.gov/rights-we-protect/employerunion-rights-and-obligations.

THE ELECTION PETITION

What does it mean to submit a representation petition to the NLRB?

A petition is a formal request addressed to the NLRB to determine by secret ballot election whether a majority of employees in a potential bargaining unit wishes to be represented by a particular labor organization for the purposes of collective bargaining. When submitting a petition, a union must show that at least 30 percent of the employees in the appropriate bargaining unit want the union to be their bargaining agent.

Was a petition filed here?

Yes. On June 9, 2016, the SEIU filed an election petition with the NLRB seeking to represent part-time and full-time non-tenure track faculty who teach courses in all the schools at the Evanston Campus, except for the Kellogg School of Management. In addition to excluding non-tenure-track faculty who teach at the Kellogg School of Management, the petition excludes those who teach in the Pritzker School of Law, the Feinberg School of Medicine, the School of Professional Studies, and Northwestern University – Qatar.

Which specific groups of non-tenure track faculty are in the bargaining unit?

As it stands now, SEIU is seeking to represent a bargaining unit consisting of:
All full-time and part-time graduate and undergraduate non-tenure-eligible faculty (including the following titles: Adjunct Faculty; Adjunct Instructors; Adjunct Lecturers; Adjunct Assistant Professors; Adjunct Associate Professors; Adjunct Professors; Clinical Assistant Professors; Clinical Associate Professors; Clinical Professors; Artists-in-Residence; Instructors; Lecturers; Senior Lecturers; Distinguished Senior Lecturers; Visiting Assistant Professors in the Weinberg College of Arts and Sciences; Assistant Professors of Instruction; Associate Professors of Instruction; Professors of Instruction; and Weinberg College of Arts and Sciences Advisors who hold teaching-track appointments) employed by Northwestern University and have taught at least one credit bearing course in a degree granting program at Weinberg College of Arts and Sciences, McCormick School of Engineering & Applied Sciences, Bienen School of Music, the School of Communication, the School of Education & Social Policy, Medill School of Journalism, and the Graduate School.

Who specifically is excluded from the bargaining unit?

Excluded from the bargaining unit sought by the SEIU are:

All tenured faculty, tenure-eligible faculty, emeritus faculty, Postdoctoral Fellows, Visiting Postdocs, All Other Postdoctoral Job Classifications, Visiting Faculty, Visiting Lecturers, Visiting Scholars, Visiting Associate Professors, Visiting Professors, Research Assistant Professors, Research Associate Professors, Research Professors, faculty in non-degree granting programs, the Feinberg School of Medicine faculty, the Pritzker Law School faculty, the Kellogg School of Business faculty, the School for Professional Studies faculty, Northwestern in Qatar faculty, all faculty teaching only at the Chicago or Doha campuses, all administrators (including deans, directors, provosts, and chairs who may have teaching assignments), other administrators and staff who have teaching assignments, faculty who are paid directly or indirectly by other entities including governments, other academic institutions and other organizations, graduate students, athletic coaches, all other employees employed at the University, including those who teach a class or course and are separately compensated for such teaching, managers, confidential employees, office clerical employees, and guards and supervisors as defined in the Act.

What is the University’s position on the issue of non-tenure track faculty unionization?

Northwestern has been, and remains committed to cultivating its relationship with its non-tenure track faculty, keeping the lines of communication open, and working with its non-tenure track faculty members on issues of importance to them. We hope to continue working directly with all of our faculty members on these matters going forward because, in our view, the University can best continue to address these issues, including matters such as governance, compensation, and professional opportunities, without the involvement of a third-party union. However, the University respects the fact that whether or not to relinquish authority to a union to bargain for pay, shared governance, terms of appointment, benefits and working conditions is an important decision that each potential bargaining unit member must make based on an individualized assessment of what is in his or her best interest. The University is committed to ensuring that potential bargaining unit members have factual information that will enable informed decision making, and urges voters to gather as much information as possible, ask questions, explore the pros and cons of unionization, thoroughly examine the associated complex issues, and make an informed and reasoned decision.

THE ELECTION

How and when will the election be held?
The NLRB will conduct the election via a mailed ballot sent to each potential bargaining unit member’s home address. The ballots will be mailed to eligible voters from the office of the NLRB, Region 13, on June 27, 2016 at 5:00 p.m. Voters must return their mail ballots so that they will be received in the NLRB, Region 13 office by the close of business on July 18, 2016. The ballots will be counted at the Region 13 Office at 10:00 a.m. on July 19, 2016. Please see this link for more specific information regarding how to complete and return your ballot.

How will the NLRB get my home address and who else will get my personal information?

The NLRB requires the University to provide the SEIU with a list of all members in the bargaining unit, including personal email addresses, cell phone numbers, home phone numbers and home addresses. We submitted this list to the NLRB on June 22, 2016. If you do not receive a ballot in the mail by July 1, 2016 and you are an eligible voter, please contact the NLRB to request one.

Who should vote?

Non-tenure track faculty members who were on the University's payroll as of May 31, 2016 and who taught in the Fall 2015, Winter 2016 or Spring 2016 quarters at Weinberg College of Arts and Sciences, McCormick School of Engineering, Medill School of Journalism, the School of Communications, the School of Education and Social Policy and/or the Bienen School of Music are eligible to vote (unless they are otherwise excluded from the bargaining unit for reasons such as holding a staff or supervisory position).

Every potential bargaining unit member should vote because the election outcome is determined by the majority of those who vote, not a majority of those eligible to vote. Thus, union representation for non-voting employees will be decided by the votes of those who cast ballots. By way of example, if 100 potential bargaining unit members vote, then this decision could be made by as few as 51 voters. Based on the list submitted to the NLRB, there are approximately 700 potential bargaining unit members in the proposed class.

Is there a minimum number of employees that must vote in order to decide the outcome?

No. A majority of the employees actually voting determines the outcome. This is why it is imperative for every potential bargaining unit member to vote.

The outcome of the election can be decided by a minority of eligible voters?

Yes. The outcome of the election will be decided by a majority of the votes that are actually cast, not by a majority of those eligible to vote. In some similar recent union elections at other universities, the outcomes were determined by less than 50 percent of eligible voters. Therefore, it is essential that eligible voters do vote.

Will anyone know how I voted?

No. The election is by secret ballot which you will mail to the NLRB in a postage-paid envelope you will receive from the NLRB. You will be asked to mark an “X” in the appropriate box on the ballot. Ballots should never be signed. The ballots will be mixed together and then counted. No one will be able to determine how any individual person voted.

Can I “opt out” of the union by not voting?


No. The results of the election will bind everyone in the bargaining unit, including those who do not vote, those who vote “no” and future members of the unit who will not have a chance to vote. If the union obtains a majority of the votes, that means that you would be required to be a member of the bargaining unit and likely be required to pay dues or fees.

COLLECTIVE BARGAINING

What happens if the SEIU wins the election?

If the union wins a majority of votes, then the University will be obligated to enter into collective bargaining with the union.

What is collective bargaining?

Collective bargaining is a process by which the union and the University would negotiate over terms and conditions of employment for all members in the bargaining unit. In collective bargaining, the union has the authority to bargain on your behalf for future pay, terms of appointment, benefits, and working conditions. Wages, benefits, and other working conditions of union-represented employees do not change automatically after employees vote for union representation; rather, to the extent these items change at all, it is only if and when an overall agreement containing those changes is reached between the employer and the union.

What does collective bargaining involve?

Collective bargaining is typically conducted in a series of in-person meetings at which representatives of the union and the employer exchange written proposals for a collective bargaining agreement (also called a “union contract” or a “labor contract”). Collective bargaining can take months and sometimes more than a year, especially if the parties are negotiating a new agreement. During this time, the NLRA requires the employer and union to engage in “good faith” negotiations over terms and conditions of employment, which are often called “mandatory subjects of bargaining.” This duty to bargain in good faith means the parties must meet, confer, and consider each other’s proposals. However, the duty does not require compromise or agreement to any particular proposal, and does not require the parties to reach an overall agreement.

What happens if the SEIU and the University are unable to reach agreement on a labor contract?

If the union and the University cannot reach agreement after engaging in good faith bargaining, normally the employer makes its final proposal, often called a “last, best, and final offer.” In response, the union normally will ask its members to vote on the proposal. If the members of the bargaining unit vote to accept (or “ratify”) the offer, then the parties have a collective bargaining agreement. If the members of the bargaining unit reject the offer, then there is no agreement. If there is no agreement, the union may decide to strike. Also, once a genuine impasse is reached, the employer has the right to implement unilaterally its last, best, and final offer, though with the parties are obligated to continue bargaining in an effort to reach an agreement.

If the SEIU wins the election, will my salary or per-course pay increase? What about benefits and job security?

There is a common misperception that current terms and conditions of employment serve as the floor and can only improve with collective bargaining. This is not true. There is no guarantee that the SEIU could negotiate improvements in pay, governance, appointment terms, benefits or other working conditions. Indeed, it is impossible to say what will...
happen to the compensation and benefits that you currently receive; they may diminish, improve or stay the same. In light of this inherent uncertainty, you should educate yourself about what collective bargaining will mean for you and what it would mean to be represented by this Union.

**Could forming a union affect how I interact with the University?**

It is possible that your relationship with the University, as well as your relationship with your department, school or division, could change in ways that cannot be foreseen.

**What topics are not required to be part of a collective bargaining agreement?**

Labor law distinguishes between “mandatory subjects of bargaining” and “permissive subjects of bargaining.” In a university setting, mandatory bargaining subjects of bargaining would include wages, work hours, pay, health insurance, retirement plans, appointment duration, disciplinary procedures, etc. Permissive subjects of bargaining are those items over which bargaining is neither prohibited nor compelled, i.e., neither party is required to bargain over a permissive subject and the parties cannot pursue permissive subjects of bargaining to the point of impasse. Decisions that are essential to the operation of the University or that only indirectly affect compensation, benefits and working conditions would be considered permissive subjects of bargaining. Examples of permissive subjects of bargaining include hiring conditions and criteria, changes in the scope or definition of the bargaining unit, inclusion of supervisors in the bargaining unit, internal union matters, and designation of the other party’s negotiating team.

**Can the union give away benefits faculty already have?**

Yes, while it is possible that collective bargaining could result in represented faculty getting more than they had when negotiations began, it is equally possible that terms will remain generally unchanged or that represented faculty could get less than they had when negotiations began.

**Are there any guarantees in the collective bargaining process?**

No, there is a common misperception that current terms and conditions of employment serve as the baseline and can only be improved through collective bargaining by a union. This is not true. There are no guarantees.

**What rights would the University have under a labor contract?**

Often, in labor contracts employers expressly reserve their right to run their operations, and this reservation of rights is embodied in what is called a “management rights” clause. Although no one can predict what might be included in a management rights clause here, it is helpful to consider such clauses that other institutions have negotiated at the bargaining table with the SEIU in connection with non-tenure track bargaining units. For example, here is the management rights clause from the SEIU-George Washington University adjunct agreement:

Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University’s mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and
determine the processes and criteria by which Faculty members’ performance is evaluated; to establish and require Faculty members to observe University rules and regulations; to discipline or dismiss Faculty members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

https://facultyaffairs.gwu.edu/sites/facultyaffairs.gwu.edu/files/image/CBA%202012-14.pdf

Tufts University also recently entered into a collective bargaining agreement with the SEIU regarding part-time arts and sciences lecturers. The agreement’s management rights provision provides, in part:

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

http://ase.tufts.edu/faculty/resources/documents/Service%20Workers%20International%20Union_partTimeAgreement.pdf

Other examples of contracts recently entered into by the SEIU and institutions of higher education regarding non-tenure track academic appointees include: Georgetown University (http://www.Service%20Workers%20International%20Union500.org/files/2014/09/Georgetown-Service%20Workers%20International%20Union-Local-500-Collective-BargainingAgreement.pdf); and American University (http://www.american.edu/provost/academicaffairs/adjuncts/upload/2015Executed-Collective-Bargaining-Contract.pdf);

Would all members of the bargaining unit play a role in negotiating a collective bargaining agreement?
No. Usually, collective bargaining is conducted by union agents and a small group of bargaining unit members who negotiate with the university. For example, only six faculty members out of a bargaining unit of more than 1,000 faculty members were on the negotiating committee that negotiated the first collective bargaining agreement between the SEIU and American University.

**How can I ensure that my concerns are addressed in the collective bargaining agreement?**

While the SEIU may solicit individuals concerns, it cannot guarantee that some or any of those concerns will be addressed in the collective bargaining agreement. There is no way for an individual to ensure that his or her concerns are adequately addressed, because a small bargaining team negotiates the collective bargaining agreement and does so on behalf of the entire unit.

**Can the University make exceptions to provisions in the contract to accommodate the individual needs of individual members of the unit?**

No, unless such exceptions are provided for in the labor contract or otherwise agreed to by the union.

**What if I don’t want to belong to the union?**

If the SEIU wins the election, it could seek an agreement with the University to include a “union security clause” in the collective bargaining agreement. Usually, union security clauses require all members of the bargaining unit who do not become dues-paying members of the union to pay an “agency fee” (sometimes called a “fair share fee”) to the union, which is a service charge that contributes to the costs borne by the union in administering the labor agreement. In short, you can decide not to join the union or pay dues, but you cannot opt out of being represented by the union and you may be required to pay an agency fee to the union. Typically agency fees are nearly the same as dues. Union security clauses are regularly included in collective bargaining agreements.

**Will the SEIU be able to dictate terms at the Northwestern if it can successfully organize faculty at other local schools?**

No. Even if SEIU represented non-tenure track faculty working at several other schools, terms negotiated elsewhere would not apply here, and the University would not agree to the SEIU proposals simply because some other local institution has done so, nor would it be required to do so.

**What if we decide later that we do not want a union? When is the next opportunity to vote out the union or change the union representation?**

Union elections are not like political elections, set on a recurring timeline. Once a union is in place, it may stay in place indefinitely. The process of ending representation by a union, called “decertification,” is subject to a complex set of legal rules and is very difficult to successfully accomplish. If the union is voted in, it cannot be decertified for a minimum of one year, even if the vast majority of bargaining unit employees realize they no longer want union representation. And if, during that one-year period, the union and Northwestern sign a collective bargaining agreement, that agreement would serve as a bar to any attempt to decertify the union for up to an additional three years. The bottom line is that once a union is voted in, it is extremely difficult to decertify.

**SEIU FACTS**

*What is the SEIU and how is it organized?*
The Service Employees International Union (SEIU) has a constitution, bylaws, officers, and various governing bodies. Individual SEIU members are organized into more than 150 local affiliates, known as “Locals”. The Locals each have their own constitutions, bylaws, officers, and governing bodies to which their members are bound. The Locals are subject to the authority of the International and must pay per capita taxes and other assessments to the International. The Local chapter of SEIU that is attempting to organize non-tenure track faculty at Northwestern is Local 73.

**What is the SEIU’s track record in higher education?**

It is only in recent years that the SEIU has sought to represent faculty and academic appointees at private institutions. According to SEIU Local 73’s website the vast majority of its 28,000 members work in the healthcare, property services and public employee sectors. See [http://seiu73.org/about-us/](http://seiu73.org/about-us/). To the best of our knowledge, SEIU Local 73 has never achieved a signed collective bargaining agreement on behalf of faculty members at any college or university.

**Will membership in the Union cost money?**

Yes, if SEIU wins the election and you are in the bargaining unit you will have to pay union dues. According to SEIU’s “Faculty Forward” website for non-tenure-track appointees at the University of Chicago, faculty union members there would pay 2 percent of their income in union dues, or $100 for every $5,000 earned. See [http://ucfacultyforward.org/faq/](http://ucfacultyforward.org/faq/). According to SEIU Local 73’s most recent financial statement, it had income of approximately $15.7 million, of which 14.7 million came from member dues.