

Review of IU Position Concerning Student Academic Appointee Union Recognition

Prefatory Note

In the Summer of 2022, following the Spring Term strike of Student Academic Appointees led by the Indiana Graduate Workers Coalition, a subcommittee of the IUB AAUP developed an analysis of the costs and benefits of union recognition to offer to the Board of Trustees for consideration. The report was conveyed by a group of senior and distinguished faculty who joined on an ad hoc basis to endorse the analysis. It was delivered to the Board on July 29.

Review of IU Position Concerning Student Academic Appointee Union Recognition
Ad Hoc Committee of Concerned Faculty
July 2022

We submit this review of the IUB campus status with regard to the issue of the request of the Indiana Graduate Worker Coalition (IGWC) for recognition by the IU Board of Trustees. We are conveying it to the Board and administration in the hope that it will lead to a reconsideration of options for resolving the situation.

General Overview: Cost/Benefit Factors for IGWC Recognition

Based on prior communications, it appears the administration and Board envision the following as benefits of declining IGWC recognition:

- Sustaining the shared governance tradition of IU
- Retaining full control of Student Academic Appointee (SAA) budgets and limiting costs
- Avoiding administrative and academic conflict that may stem from collective bargaining
- Maintaining Board support for prior administrative decisions and reasoning
- Conforming to general Indiana public and government views on public worker unions

As we observe the reactions to administration and Board actions to date, we see the following as likely costs of continued non-recognition of unionization, including a renewed strike in September:

- Major short-term disruption to campus learning
- Faculty alienation that will severely damage shared governance in short and medium terms
- Retaliatory measures against SAAs that will deplete critical graduate student ranks
- Long-term damage to graduate programs and IU's R1 Doctoral University profile
- Long-term damage to the new administration's prospects for success

We see the cost/benefit choice represented by the Board's current position as worth reassessing because we believe fiscal and managerial costs of unionization will be far lower than envisioned, chiefly for the following reasons:

- Recognition will not harm and will likely strengthen shared governance
- The marginal fiscal cost of recognition and bargaining will be relatively low
- Evidence indicates that SAA unionization does not create academic conflicts, and that the framework of collective bargaining is routinely managed at other universities
- Precedent indicates that a well-reasoned Board decision can overcome or moderate contrary public viewpoints

While we understand why reaffirming the Board's prior position may seem both simple and justified, we believe that perception should be reexamined. We see the imminent situation heading toward a lose-lose outcome that will severely damage IU. Although a reconsideration by

the Board may seem to be giving something up, it is likely to lead to a win-win outcome for the administration and the Board, as well as for SAAs, students, and faculty.

Below we address a number of reasons why we think this is so. To permit concise presentation, we have located detailed argument and data in appendices.

Analysis

Shared governance. The Board has taken the position that SAA issues must be resolved through shared governance. It is true that in the long view IU does have a strong and successful tradition of shared governance. However, graduate student participation has traditionally been peripheral to shared governance, here and at other universities. “Shared governance,” as a nationally articulated model for universities, was not, in fact, designed to include graduate students, much less SAAs.

The failures of past IU shared-governance work pertaining to SAA compensation directly contributed to the current situation. Other ways in which graduate students have participated through Graduate and Professional Student Government (GPSG) have been more successful and need not be impeded by union recognition. The current dispute has placed stress on core shared governance, and that seems likely to grow more intense. We believe shared governance would be strengthened, not weakened, by moving issues limited to SAA compensation to an alternative framework. (Please see [Appendix A](#))

Fiscal impact of recognition. Recognition of the IGWC in itself would have no fiscal impact, although it is likely that a contract pursuant to collective bargaining could result in modest increased costs for compensation or benefits. The major issue is minimum stipends. The formation of the IGWC occurred over a period of years when minimum SAA compensation at IU fell well below standard among universities with which we compete for graduate student recruiting. As of 2021-2022, minimum stipends on campus were as low as 50-60% of those at competitor institutions. In response to both SAA pressure and administration/faculty concern, the gap between the IGWC’s aspirational demands and current minima has narrowed. The actual fiscal costs at issue in a bargaining framework are far below a level that could justify the very high costs that would ensue if a strike were to occur, successful or not. ([Appendix B](#))

Effects of SAA unions on graduate education and campus community. The Board and administration have expressed the view that the presence of SAA unions will interfere with the relationships between graduate students and their advisors, instructors, and departments. But there is no evidence to support this idea. SAA unions have existed for over half a century; a number of studies have addressed this issue and found no such adverse impact of the presence of SAA unions.

A related concern has been that because SAA unions typically affiliate with an existing union, such as the IGWC’s affiliation with the United Electrical Workers (UE), a third party incompatible with the culture of the campus and higher education will interfere with relations between SAAs and the administration and Board. In practice, however, while representatives of the affiliated union generally do provide forms of support to SAA unions, graduate student SAAs

constitute the leadership of the local union, retain all decision-making power, and are the chief presence at actual negotiations. In the case of the IGWC, it has affiliated with a union that requires as a matter of principle that local actions be performed by local members. No persons other than graduate student members of the union would be involved in campus union activities. ([Appendix C](#))

Prior administration and Board positions. The Board has repeatedly cited letters and statements by IU Provosts as precedent upon which it relies for its position. These sources, particularly Provost Robel’s letter of February 2021, include reasoned arguments. However, our analysis of these materials suggests that many of the premises and data they rely on are open to question; indeed, we do not feel that the arguments hold up on review. In [Appendix D](#) we examine the key arguments in letters from both Provosts Robel and Applegate, and conclude that the Provosts’ statements cannot legitimately be cited as the final word.

The key role of graduate education in IU’s R1 profile, and the urgency of protecting it. The Board and administration have acknowledged that graduate education is central to IU’s academic mission. Graduate education is also pivotal to IU’s academic quality and its national profile as a Research 1 university. The costs of a sustained confrontation with the IGWC are likely to be particularly high in terms of IU-Bloomington’s outstanding national profile among arts and humanities doctoral programs, an area where IU far exceeds any other university in PhD’s awarded. The tensions surrounding the current impasse are especially acute in these graduate programs. The reputational impact of the administration’s refusal to recognize unionization and a likely IGWC strike poses long-term risks to IU’s research strength and national reputation.

Two other elements are relevant to the success of IU’s mission in graduate education. Low SAA compensation levels have differential economic impacts that can undermine goals of increased diversity that President Whitten has prioritized. IU’s weak recruitment position because of low stipends or short- and long-term disruptions that would follow a failure to resolve the current situation will make it exceedingly difficult to attract high-quality SAAs, whose knowledge and communication skills are an essential part of “placing students first,” a key objective of IU’s new administration. ([Appendix E](#))

The potential to strengthen IU through Board leadership. In light of the factors we have outlined, we believe the Board should reconsider the position it has taken. Any perceived advantages of refusing recognition to the IGWC are strongly outweighed by costs that will undermine shared governance, disrupt the campus, weaken IU’s national reputation, exacerbate distrust between the faculty and administration, and hinder President Whitten’s efforts to move the university forward. We understand reasons why Board members may find union recognition difficult, but we believe that implemented in a spirit of cooperation, the framework of collective bargaining, patterned on IU’s existing union protocols, will be more effective than shared governance in resolving longstanding issues that have hindered graduate education in Bloomington.

We are reminded that twenty years ago, an earlier Board of Trustees reversed itself on the then-controversial issue of same-sex domestic partner benefits, approving a program to institute benefits in response to a faculty vote, after strongly rejecting a similar vote previously. In the

public environment of the time the vote carried some risk, but because it enhanced IU's national reputation and ability to recruit outstanding personnel, the new domestic partner policy established a model that Purdue soon followed. The Board's willingness to respond to faculty views conveyed through shared governance was applauded as leadership, rather than perceived as a retreat, and gave a strong boost to shared governance, and to close cooperative work among faculty, administration, and the Board. Although the specific issues are different now, we believe a similar dynamic would be set in motion by a reconsideration of the Board's current position.

We hope the incoming 2022-2023 Board will take a fresh look at our current issues and conclude that IGWC recognition would benefit IU as a whole.

APPENDICES

Appendix A: Shared Governance

The concept of “shared governance” is based on [a statement endorsed in 1966](#) by the American Association of University Professors (AAUP) the American Council on Education (ACE), and the Association of Governing Boards of Colleges and Universities (AGB). That detailed statement makes no reference to graduate students. A preface notes that discussion of student roles is confined to an appended section, which is aspirational, not reflective of current practice or experience. The students envisioned are clearly undergraduates. A [2017 AGB restatement of shared governance principles](#) also makes no mention of graduate students and restricts the parties to shared governance to the Board, administration, and faculty. Other groups, specifically including students (again, clearly envisioned as undergraduates), are discussed as constituencies whose voices should be listened to by shared governance parties, but not as full participants.

At IU, the Graduate and Professional Student Government (GPSG) participates in shared governance, as does undergraduate student governance, with both practical and educational benefits. But these councils primarily serve advocacy functions, as the AGB envisions. SAAs have no independent governance role. An examination of the governance path leading to the current impasse illustrates the limits of shared governance. Beginning in 2009, the BFC attempted to use shared governance to address problems of inadequate SAA compensation. At the encouragement of the Provost, [the BFC formed an SAA Stipend Review Committee](#) (SAASRC), reporting to the Provost and the BFC. Chaired by the Dean of the University Graduate School, it was similar to the SAA stipend subcommittee of the recently created Provost’s Task Force on the Future of Graduate Education (although the latter was created administratively, not through shared governance). The SAASRC conveyed a report to the Provost in 2011 and [reported to the BFC](#) in 2012. Its major recommendations focused on gathering information on unit stipend levels and data from comparator schools. We could find no record of further SAASRC activity. In 2016 the longstanding SAA Affairs Committee was [dissolved by the BFC](#), a faculty decision that appears ill advised in retrospect.

The weakness of any graduate student voice in shared governance, and the lack of interest in participating when action on key issues seems unlikely, should not be surprising. While undergraduate student governance gains strength from social contexts such as general age uniformity, identification with alma mater and graduating class, dormitory living, and so forth, graduate students are more socially diverse, more focused on their classes and training, and less animated by institutional identification and loyalty.

A shift to a regularized collective bargaining framework for SAAs is more likely to prevent the type of inaction that has led to the current crisis, because contract cycles ensure regular reexamination of conditions and terms. Other aspects of SAA and graduate education can continue to be addressed through shared governance, as is the case on other campuses with SAA unions, including most of the activity of the current Task Force, which we can expect graduate students to join once IGWC recognition is granted. Unburdening shared governance of an element it was never designed to address will help strengthen shared governance.

Appendix B: Fiscal impact

The three chief demands that the IGWC has indicated it hopes to bargain towards are minimum SAA stipends that meet a “living wage” standard, annual cost-of-living adjustments, and the waiver of mandatory fees. We cannot foresee what actual bargaining outcomes might be, but the potential scale of fiscal impact is limited. Through 2021-2022, when IU had set no minimum for SAA stipends, the de facto minimum for a 10-month appointment was \$11,000, as reported in a statement by Provost Shrivastav to the BFC ([April 5](#); 24:18). (It is unclear whether this was for a 0.5 or a 0.375 FTE appointment: if the latter, then the effective minimum was \$14,667.)

Using [MIT data for 2022](#), we calculate a 10-month pre-tax “living wage” for Bloomington (excluding healthcare costs, which IU largely covers) to be \$25,320. IU’s own calculation for graduate student [cost of attendance](#), exclusive of tuition, is \$23,322. [Provost Robel’s letter of February 19, 2021](#), calculates the average PhD SAA stipend at that time, FY2020, as \$21,175; if we apply Provost Shrivastav’s announced five percent increment to that figure, it would now be about \$22,235. With the establishment of a campuswide minimum of \$18,000 in 2022-2023, which represents close to the *average* College arts and humanities program rate in 2021, it is likely that the average stipend is now in the neighborhood of full cost of attendance. Although this falls short of the IGWC aspirational goal of a “living wage,” it suggests that an initial negotiated contract, which is very different from aspirational goals, would have a fiscal impact on IU that could be accommodated.

The focal IGWC issue concerning stipends is the campuswide minimum stipend level. The fact that the campus has mandated such a minimum for the first time is, in the IGWC’s view, due to its organizational success, a justifiable conclusion. If we compare the new \$18,000 minimum with other Big Ten Academic Alliance (BTAA) campuses for which we have information, this is how IUB compares:

Table 1: Minimum SAA Stipends at Selected BTAA Universities¹

School	City	Union Affiliation ²	Contract Year	Stipend Minimum	Local COLA Index	Effective Minimum
Illinois	Cham.-Urbana	AFT	2021-2022	\$19,300	1.07	\$18,018 ³
Iowa	Iowa City	UE	2020-2021	\$20,041	1.06	\$18,861
Michigan	Ann Arbor	AFT	2022-2023	\$24,053	1.17	\$20,638
MSU	East Lansing	AFT	2022-2023	\$18,760 ⁴	0.98	\$19,054
OSU	Columbus	None	2021-2022	\$21,280	1.01	\$21,028
IU	Bloomington	None	2022-2023	\$18,000	1.00	\$18,000

¹ Sources for non-IU schools: [Illinois](#); [Iowa](#); [Michigan](#); [MSU](#); [OSU](#). All COLA figures per MIT, with IUB set at 1.0.

² AFT: American Federation of Teachers; UE: United Electrical Workers (the IGWC affiliation).

³ Contracts for the two previous years mandated increments slightly over 4%. If a 4% increment is applied to 2022-2023, the effective minimum would be \$18,759.

⁴ MSU minima increase \$2000 in SAA year two, and \$880 in year three, independent of COLA.

Given the date of the Iowa data and the peculiar structure of the SAA minimum at MSU, the general conclusion is that even with the establishment of an IUB campus minimum, its current level is low in a BTAA context, but not dramatically so. With these figures in mind, it is reasonable to foresee the fiscal impact of IGWC recognition and bargaining for an initial contract as being moderate.

A further issue the IGWC has raised concerns the lack of regular Cost of Living Adjustments (COLAs). Although unit practices have differed over the past decade, the campus has stipulated no uniform COLA increments for SAA stipends, and in some programs stipend rates remained unchanged for periods at least as long as five years prior to campus responses to the IGWC's active efforts to organize.

The IGWC has compiled partial data on increments from several BTAA schools with SAA unions, showing very significant gains, compared to the flat rates at IU. We can confirm this general picture, based on recent BTAA contracts with SAA unions that we were able to access online. For example, in the most recent multi-year contracts at Illinois, Iowa, Michigan, and Michigan State (see Table 1, note 1), scheduled annual increments were guaranteed at ranges of two percent to 3.4% over contract terms ranging from two to five years. In light of these comparative figures, although Provost Srivastav mandated a one-time five percent increment soon after his arrival at IU this year, it is not difficult to understand why this has not resolved issues caused by the campus's recent history of minimal and unscheduled increments.

IU routinely applies annual COLA increments to compensation for faculty, administrators, and staff. Given the centrality of graduate education to IU's national profile, as noted in Appendix E, it is hard to justify denying a similar annual process to SAAs. Responsibility Centered Management (RCM) may have contributed to this differential treatment in the past, but Provost Shrivastav's precedent clearly creates an expectation of future campus management of SAA COLAs, regardless of whether a union is recognized. Therefore, with respect to COLAs, we see little likely marginal cost involved in union recognition.

Concerning the waiver of mandatory fees, currently \$1420/year, we will discuss this further in Appendix D, but note here that there are examples of compromise on this issue. For example, the SAA union at the University of Iowa has negotiated a 50% fee waiver, and other SAA unions have negotiated exemptions from specific taxes. It is not necessary to project possible fiscal outcomes of recognition and fee waiver negotiations on an all-or-nothing basis.

Appendix C: Effects of SAA Unions on Graduate Education and Campus Community

Discussions of SAA unions often raise concerns about negative effects on relations between SAAs and their instructors and mentors. It is a common explanation provided by university leaders for resistance to unionization or refusal to recognize a newly formed union. However, SAA unions have existed now for almost fifty years, and according to a series of studies there is no evidence that these concerns have any basis. This has been noted in legal rulings at state and federal levels ([Rogers et al. 2013](#)).

The most detailed and balanced studies of this issue that we know of are [Hewitt 2000](#) and [Julius and Gumpert 2003](#). The latter is of particular interest, as its lead author was an Associate Vice-President for Academic Affairs at the University of California-San Francisco. The article's conclusion begins: "Although we are concerned that collective bargaining among graduate students may change the nuances of pedagogical relationships between faculty and students, our data provided no such evidence." Beyond documenting that student-faculty relations are not negatively impacted by SAA unions, these two articles, written twenty years ago, examine both the positive and negative features of unionization for a campus, describing mistaken approaches by SAA leaders and university administrators and legal staff. While no system can be perfect, studies like these can be employed to chart better informed and more successful models for constructively accommodating SAA unions on campus cultures more broadly structured through traditional shared governance.

A related concern sometimes raised about SAA unions is that they will introduce "outside third parties" into the dynamics of academic relationships. We have already noted that in the case of the IGWC, its membership has chosen to affiliate with a union that, in principle, avoids on-site involvement in local activities, restricting its role to training and assistance in organizing, fundraising, and legal advice. The IGWC membership will control all decisions pertaining to its local chapter. No outside third parties would be engaged in contract negotiations, much less in academic relationships.

Appendix D: Statements by IU Provosts

IU Provosts have written two letters directly addressing the concerns of the IGWC, one from Provost Robel, dated [February 19, 2021](#), and one from Provost Applegate, dated [February 1, 2022](#). Provost Robel's letter primarily addresses substantive demands of the IGWC, particularly focusing on its call for SAA stipend minima that provide a "living wage," and a waiver of mandatory and international student fees for SAAs. Provost Applegate's letter focuses on objections to SAA unionization and the IGWC request for recognition.

In this appendix, we analyze problems we see in these two letters. Because these letters have been influential for consecutive administrations, we write in some detail. Our purpose is not to win an argument; it is to illustrate why we believe the two letters should not be appealed to as a definitive final word on the question of IGWC recognition.

Provost Robel's letter of February 19, 2021. Provost Robel's fourteen-page letter is detailed and carefully argued. Its major points can be summarized as follows, all applying to SAAs pursuing doctoral degrees:

- Graduate study is an investment in increased earnings potential; therefore, it is reasonable to expect all grad students to fund a portion of the cost.
- SAAs teach a maximum of 20 hours per week, and their stipends reflect 0.5 FTE rates; the IGWC demand for a "living wage" should be calculated on that basis.
- Mandatory and international student fees fund student service costs and must in principle be equally shared among all students, who are the beneficiaries of those services.
- The campus has actively been addressing issues of SAA compensation without need of collective bargaining.

We analyze each of those issues here, but there are two issues to note at the outset. First, Provost Robel addresses the IGWC goal of a "living wage," which is a secondary issue, distinct from the question of recognition. As discussed in Appendix B, recognition could lead to negotiations that measure stipend goals against more modest standards of [full cost of attendance](#) or parity with [stipend levels at comparator schools](#).

Secondly, most of Provost Robel's points appeal to principled arguments about how SAA compensation should be formulated in a Bloomington context. However, none of these points addresses the fact that Bloomington SAA compensation must compete in a national market when IU recruits outstanding graduate students. As we detail in Appendix E, the success of IU's educational mission is deeply impacted by its success in that market. Even if one acknowledges the reasonableness of the principles Provost Robel outlines, if they undermine IU's research and teaching missions then that is grounds to reconsider their practical value.

Graduate study as an investment. Provost Robel presents a US Bureau of Labor Statistics (BLS) chart illustrating the value of education, by level of attainment, in terms of predicted future earnings (p. 2). It shows that doctoral education yields an average future income gain of 51% over bachelor's level education alone. She concludes that because SAAs are working towards increased financial potential, it is unreasonable in principle for SAAs to expect IU to set

compensation levels to cover the full cost of attendance. IU is therefore justified in expecting them to contribute funds from savings, family, or loans, despite their contributions as employees.

Provost Robel is unquestionably correct about the link between graduate education and future earning potential. But the salience of this link, in practice and in principle, is not at all clear. For example:

- Many SAAs do receive stipends adequate to cover full cost of attendance, and the average stipend is not correlated with future earning potential. For example, a chart on p. 4 of Provost Robel's letter shows that the highest average SAA stipends are found in the Kelley School, while College Arts & Sciences programs have among the lowest. While professional doctorates are outside the scope Provost Robel includes in her letter, within the core focus of College doctorates, we can see that SAAs in STEM fields received on average 25% more in stipend support than those in arts and humanities.
- SAA commitments often lengthen time to degree completion. If we accept the framework of Provost Robel's calculus, we should recognize that a term or year added to degree completion may represent that length of time cut from peak earnings at career's end. To the degree that SAA compensation is viewed through the lens of future earnings, this element deserves considerations.
- BLS data show that a bachelor's degree increases future earnings potential by 67%, yet IU grants merit-based undergraduate scholarships, such as Wells Scholarships, that provide both full tuition waivers and fellowships set at full cost of attendance, even without requiring half-time employment.

As a more general matter, the framework that Provost Robel introduces does not seem to govern actual decisions on SAA compensation in principle or practice, at IU or at any school of which we are aware. Although the financial benefits of advanced degrees are often stressed by universities, SAA compensation generally reflects the interplay of fiscal resources and market forces.

Calculating stipend adequacy on an 0.5 FTE basis. Provost Robel argues that because the employee function of SAAs is restricted to half-time teaching, the IGWC contention that SAAs should be paid a "living wage" is already satisfied by current stipend levels, because "living wage" concerns hourly rates, rather than cash compensation over the term of the contract. Provost Robel notes that an SAA receiving an \$18,000 stipend over ten months is paid \$30/hr., far in excess of the hourly "living wage" (using [MIT figures for Bloomington](#)).

Provost Robel's argument interprets the IGWC's call for a "living wage" by framing SAAs as a student-staff hybrid, with the part-time "staff" element paid an hourly wage. However, the analogy is not a strong fit. SAAs can only qualify for their part-time role by satisfying IU's requirement of continued satisfactory progress to degree, normally viewed as a full-time commitment. Failure to recognize the full-time commitment of SAAs by compensating them with stipends reflecting only a half-time commitment leads some to seek supplemental part-time work, which can place them under stress that undermines their health and academic progress, very much contrary to IU's own interests. Nor are SAA stipends formulated on the basis of an hourly calculation, any more than they are with reference to the substantial tuition dollars

undergraduates pay the university for the credit hours each teaching SAA provides. A different analogy would view SAAs as student-faculty, expected to pursue training that produces publishable research while participating in the IU teaching mission. SAAs may be most properly viewed as faculty/professionals-in-training, the majority actively recruited with SAA offers by IU in order to fulfill IU's mission in graduate education. In these alternative models, the notion of "living wage" is better interpreted in terms of salaried full-time commitment to academic work.

In sum, Provost Robel has chosen a framework for interpreting the term "living wage" that makes current minimum SAA stipends appear generous. But there are other equally valid ways to view the issue that yield a different view, and, in fact, those models better represent the thinking that governs the way SAA stipends are set.

Mandatory and international student fees. A large portion of Provost Robel's letter describes the nature of various fees SAAs must pay. These fees are presented as taxes that fund aspects of the university closely tied to student services. Therefore, Provost Robel argues, their mandatory and universal nature should be viewed as a matter of fairness: to exempt any group of students would only place an unfair burden on others.

This is a complex issue involving justifications for designating these fees as a "tax" that is not covered by tuition waivers, rather than incorporating all or some of these costs in basic tuition, which would then be covered by the waivers SAAs receive. Here, we will note just three problems with Provost Robel's analysis:

- The dividing line between tuition and fees is not clear. Some fees, such as the student technology and plant repair and rehabilitation fees, might be expected to be included in tuition calculations.
- IU finds ways to fund fee waivers for students on various forms of scholarship (e.g., Hudson-Holland, Wells). Costs are covered in other ways to avoid burden-shifting. The 2019 College Task Force on Graduate Student Funding suggested "offering international students fellowships that will cover the costs of the OIS fees each year" (p. 13).
- This is an issue where negotiation at other schools has resulted in partial waivers (e.g., Iowa) or exemptions from specific subset of fees (e.g., Michigan). An all-or-nothing criterion may not be the optimal approach.

Recent efforts to improve SAA compensation. Provost Robel objects to the IGWC's failure to acknowledge that the Bloomington campus has made efforts to address the issue of SAA compensation (and, in fact, that effort has continued in the time since her letter). It is a fair objection, but the more relevant point is that these efforts did not become effective until the IGWC began to exert pressure by organizing. Provost Robel herself writes: "I appreciate the GWC raising these issues. By doing so, we have been able to get a better and more comprehensive understanding of how graduate funding works on the campus, and have been able to push for some positive changes . . ." (p. 1). All parties should recognize recent improvements, but the issue of IGWC recognition is about establishing a structure that can maintain current levels of attention and prevent recurrence of the causes for the present situation.

Provost Applegate's letter of February 1, 2022. Provost Applegate's much shorter letter revisits some of the points made by Provost Robel, but includes three additional arguments:

- SAAs are academic appointees under IU Policy [ACA-16](#); they are principally students, and representation by an external, non-academic union is inconsistent with that classification.
- Unionization would entail reclassification of SAAs as non-academic appointees, depriving them of academic freedom protections and access to “student and individual governance mechanisms,” including “academic grievance processes.”
- Academic relationships with instructors and advisors should be individualized and flexible, and the interposition of an outside third-party is inappropriate.
- IU Policies [HR-12-20](#) and [HR-12-70](#) restrict union recognition at IU to staff and to already designated unions, not including UE, and therefore preclude recognition of the IGWC.

Provost Applegate was correct in noting the academic status of SAAs under ACA-16. However, in our view this tends to challenge rather than support Provost Robel's interpretation of SAAs as workers whose compensation should be calculated on an hourly basis. SAA unions have long operated successfully at major US universities, and the evidence is not consistent with the claim that this in any way conflicts with the academic status of SAAs, nor with a notion that SAAs at any school are classified as non-academic appointees. The matter of whether the IGWC is governed by current academic grievance processes or a different form, outside the scope of shared governance, is one that would be determined through negotiation, and the nature of different possible outcomes is beyond this document's scope. But there is no reason to think that academic freedom rights would be reduced by a negotiated outcome, an idea which seems to be based on Provost Applegate's belief that unionized SAAs must be non-academic appointees.

As for Provost Applegate's other points, [Appendix C](#) addresses the notion that UE would act as an intrusive non-academic third party. And while Provost Applegate correctly characterizes the IU personnel policies he cites, the IGWC's request is for recognition under a new policy patterned on HR-12-20, not by being subsumed under that policy. No IU policy prevents IU from modifying policies or creating new ones.

Appendix E: Impact on IU's R1 Profile

IU-Bloomington has a unique national profile among R1 universities that award doctorates in the four Carnegie Classifications categories. In the area of arts and humanities doctorates, we are by far the leading institution, awarding over 25% more PhDs in 2021 than our closest competitor, Columbia. Although IUB has highly ranked science and social science programs and professional schools, our doctoral rankings will always be low in STEM and professional (“Other”) fields because Bloomington does not have major schools of engineering or medicine on campus. But our arts and humanities faculty strength is a legacy of IU's Wells era for which it is nationally known.

Social Science Doctorates, 2021

1	UCLA	96
2	Wisconsin	91
3	Columbia	88
4	Harvard	85
5	Minn.	81
5	CUNY	81

22	IUB	56

Arts & Humanities Doctorates, 2021

1	IUB	174
2	Columbia	139
3	Texas	138
4	CUNY	135
5	Illinois-C-U	121

STEM Doctorates, 2021

1	Purdue	635
2	Michigan	628
3	Stanford	619
4	Illinois-C-U	610
5	Texas A&M	567

82	IUB	145

“Other” Doctorates, 2021

1	USC	370
2	Rutgers	324
3	Ohio St.	304
4	VCU	257
5	Duke	251
22	IUB	127

Table 2: Top ranked R1 Universities in terms of doctorates awarded

Source: [Carnegie Classifications](#) (“2021 Update Public File”)

Both the effects of low minimum stipends and the potential consequences of a strike are negatively enhanced in the arts and humanities. According to figures in Provost Robel's letter of February 19, 2021 (p. 4), the units with the lowest average SAA stipends at IUB are the arts and humanities programs in the College and the Jacobs School of Music (whose doctorates generally fall under the Carnegie A&H category). Provost Shrivastav's recent decision to bypass RCM protocols and mandate a campus-wide minimum of \$18,000 for an 0.5 FTE appointment would certainly have raised those averages (the Jacobs School *average* for 2020-21 was \$17,120, well below the current minimum). But these figures suggest that SAAs at the bottom of the scale are disproportionately clustered in programs which are central to IU's national reputation, and where

it would be strategic to maintain high quality in student recruitment. This document is focused on the decision of whether to recognize the IGWC, and not on outcomes concerning stipends and other issues that can only be reached through negotiation. However, the existing approach to SAA issues has placed IU at a disadvantage in the relative attractiveness of recruitment packages offered in lower-paying disciplines, even after IU has taken very significant steps to remediate problems, while other BTAA schools have maintained significantly higher minima, most of them as outcomes of collective bargaining, as discussed in Appendix B.

In terms of the vulnerability of arts and humanities units in the event of a strike, in the case of the College programs, changes in employment prospects have led IU to sharply cut total graduate enrollments in arts and humanities programs, and some departments have virtually no enrolled graduate students who were not recruited with fellowship/SAA packages. In the event of a strike that disqualifies participating SAAs from reappointment, those departments will have no possibility of covering courses in an orderly way in the short and medium term, and a significant recruitment obstacle to overcome in the longer term.

More globally, a disruption on the scale we are facing in the Fall threatens our ability to continue building diversity in our graduate student population, and in bringing to campus graduate students with the best possible knowledge and skills to advance IU's undergraduate teaching mission. Recruitment and retention of IU's outstanding research faculty is strongly influenced by the size and quality of the graduate student cohort, which provide faculty with research and teaching assistance, and rewarding classroom and mentoring opportunities. An impasse that disrupts graduate education in departments with high SAA concentrations places the long-term quality of program faculty at risk.