STATEMENT OF GLENN M. TAUBMAN
TO THE UNITED STATES HOUSE OF REPRESENTATIVES
COMMITTEE ON EDUCATION AND WORKFORCE
SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: September 9, 2025: Unmasking Union Antisemitism

Chairman Allen, Ranking Member DeSaunier and distinguished Members:

Thank you for the opportunity to appear today. I have been practicing labor and constitutional law for over 43 years at the National Right to Work Legal Defense Foundation. www.nrtw.org. My clients are individual employees, not unions or employers. For 43 years I have helped litigate the Foundation's groundbreaking Supreme Court cases, like *Communications Workers v. Beck*, 487 U.S. 735 (1988) and *Janus v. AFSCME*, 585 U.S. 878 (2018). These landmark decisions secured the constitutional and statutory rights of individual workers to limit their association with labor unions they wanted no part of, but were nevertheless forced to join or fund with their hard earned wages, just to get or keep their jobs. My perspective comes from decades of representing more employees than I can count, all covered by the National Labor Relations Act (NLRA), the Railway Labor Act, and the Constitution.

This hearing is aptly titled "Unmasking Union Antisemitism," and the need to protect employees, especially Jewish employees, from the latest form of union abuse is clear. Federal labor law must be reformed and reimagined to better protect

all employees' individual liberty and safeguard individual employees' free choice concerning unionization, especially in the face of today's blatant union antisemitism.

Exactly 14 months ago I was honored to testify before this Committee on a similar issue. (A copy of my prior testimony and exhibits are attached as Ex. 1, with sub-exhibits 1-12. I reaffirm every word of that submission, and everything said there remains relevant to today's discussion). But I am sorry to say that the problem of union antisemitism has not gotten better in the past 14 months. It is actually much worse than ever, in part because federal labor law gives unions unique and special privileges they use and abuse to discriminate against disfavored minorities. This was true when unions discriminated against Black workers in the 1950s and 60s, and it is true today when they act against Jews and Israelis.

INTRODUCTION

I will start this submission by briefly relating three recent prospective client calls I received, from graduate student workers and doctors, all of whom requested anonymity for obvious reasons. These calls occurred within the past 30 days.

1) A female PhD student of Israeli origin at an Ivy League university reported that United Electrical (UE) union representatives broke into her secure, "card-only access" lab during the workday, carrying demand letters threatening her with discharge unless she paid the union a semester's worth of back dues. This

graduate student did not believe she owed union dues because she thought her classification as a "fellow" exempted her from the forced dues clause in the collective bargaining agreement. The union officials aggressively pushed the demand letter into her face in the presence of her co-workers. This harassment and unauthorized access to a secure lab was reported to campus security, but to our knowledge the union representatives suffered no repercussions for their break-in and workplace threats.

2) A female PhD candidate at an Ivy League university is a religiously observant Jew. Her direct co-workers in her lab are union officials who, after the Hamas mass murders of October 7, 2023, began harassing her and shunning her in the workplace because of her Jewish identity. Because of this harassment by union officials in her workplace, she wanted to invoke her legal rights under Title VII of the Civil Rights Act to seek an accommodation that would have allowed her to divert her compulsory union dues to a charity. However, she was afraid to send the antisemitic union a detailed written request explaining her sincerely held religious beliefs because she believed this would only stoke further harassment and ostracism from the union officials in her immediate workplace. Out of fear this brilliant female Ph.D graduate student stated that she would rather pay compulsory dues to a union she loathed than invoke her protected rights under the Civil Rights Act.

3) A medical resident of Israeli origin at an esteemed teaching hospital in New York City is represented by an SEIU affiliate called the Committee of Interns and Residents (CIR). CIR has put out a variety of anti-Israel statements and its officers and adherents have stoked the flames of antisemitism in this and other hospitals. This young doctor was approached by stirred up co-workers who told him that he was a Zionist nazi and that they would never speak to him in any manner, even in the workplace. Imagine if you were a patient in that hospital and you learned that, rather than having a collaborative team of doctors caring for you, some of your doctors were bigoted haters who would never speak to one of their peers, even about your care, because he happened to be an Israeli Jew. The doctor noted that some Jewish residents or interns quit or transferred elsewhere when faced with this sort of intimidation and harassment that CIR helped stoked. Some Jewish doctors who had contractual issues regarding the benefits they were supposed to receive from their hospital were afraid to approach the CIR union for representation in these matters because of the animosity they had already experienced.

All three of these brilliant young people came to me within the past 30 days. These are just some of the many gut wrenching tales I hear almost every day involving labor unions fervently working to ostracize and harass Jews and Israelis in the workplace, instead of representing *all* employees for better wages and

working conditions as they were theoretically created to do. These unions contribute directly to the culture of hostility, ostracism, shunning and worse that Jewish and Israeli employees face in many workplaces. These are not "our fathers' labor unions." (See Ex. 2 concerning Jewish K-12 teachers resigning en masse from the teachers union due to its radical advocacy; and Ex. 3 concerning Jewish students fleeing the Ivy League schools where unions and antisemitism predominate).

"WEAPONIZATION"

In recent months I have read articles and heard comments to the effect that what Jewish and Israeli employees are facing in the workplace is not a real problem, and that the Trump administration is "weaponizing" overblown charges of antisemitism to tear down universities and education. Such assertions are false and stomach turning, as I can attest from my daily calls with prospective clients in universities and workplaces all over America. These assertions ignore the very real problem of antisemitism in the workplace, which our federal labor laws helped create and foster. And I can assure you that no Jewish or Israeli employee seeks to be harassed, ostracized, threatened or discriminated against in the workplace in order to help the Trump administration score a political point. Their plight is real.

The *real* weaponization that is occurring in today's workplace is the weaponization of archaic federal labor laws that Congress passed over 80 years

ago, which bestow upon labor unions unique powers and privileges granted to no other private organizations in America. Many of today's "progressive" and "intersectional" unions harbor strong antisemitic worldviews, and they feel free to use and abuse the potent powers Congress gave them to harass and intimidate Jewish and Israeli employees, just as they discriminated against Black workers – another disfavored minority – back in the 1950s and 60s. Federal and state laws empower this union discrimination in four specific ways:

1) Mandatory "exclusive representation."

Federal labor law (and many parallel state labor laws) empower unions – even antisemitic unions – to act as Jewish and Israeli employees' "exclusive bargaining representative."[1] Even when these individuals do not wish to be represented by such hostile, threatening and pro-Hamas organizations, they are stuck as a matter of federal law. Imagine the outcry from homeowners if the government mandated that when they sell their house they must use only one "exclusive attorney" to represent them and complete the transaction, even if that one "representative" had attacked them and their religion and shown hatred towards them!

[1] See, e.g., 29 U.S.C. § 159(a) (creating exclusive representation under the NLRA); New York Civ. Serv. Law § 204 (certifying public sector unions as employees' exclusive representative for a specified bargaining unit).

This is a reality in modern day America. For example, Jewish professors at the City University of New York brought a First Amendment free speech and association suit to challenge the law that saddled them with "representation" by a harshly antisemitic union they did not want, but the federal courts ruled against them and the Supreme Court refused to hear the case. *Goldstein v. Pro. Staff Congress/CUNY*, 96 F.4th 345 (2d. Cir 2024). Other federal cases challenging "exclusive representation" have suffered a similar fate. But this Congress could outlaw mandatory forced representation under the National Labor Relations Act and the Railway Labor Act and quickly fix the bulk of this compelled association problem.

To those who argue that the "duty of fair representation" – a doctrine created by judicial fiat in the 1950s to a) curb the power of racist labor unions and b) invent a way to sustain the constitutionality of exclusive representation[2] – fixes this problem, they are wrong. Rather than serving as a "bulwark to prevent arbitrary union conduct against individuals stripped of traditional forms of redress by the provisions of federal labor law," *Vaca v. Sipes*, 386 U.S. 171, 182 (1967), the duty

[2] Unions reflect the harsh realities of majority rule. Disfavored minorities within unions almost necessarily get crushed. For example, it is well documented that for decades, unions blatantly and grotesquely discriminated against Black workers, see *Steele v. Louisville & N.R. Co*., 323 U.S. 192 (1944) and *Conley v. Gibson*, 355 U.S. 41 (1957). To my frustration, American unions have not become more enlightened. Today, many unions are discriminating against and threatening a different disfavored minority group: the Jewish and pro-Israel workers they purport to represent.

of fair representation has been watered down to almost nothingness by the federal courts, and its serves as little real protection for harassed and ostracized Jewish and Israeli workers (or almost anyone else).[3]

2) Students magically become "employees"

Graduate students were, for the first 60 years of the NLRA, *students*! Then with the with the stroke of a pen the Clinton, Obama and Biden National Labor Relations Boards transformed them from "students" to "employees," paving the way for radical unions like UE and UAW locals to "represent" them whether they approve of this representation or not, and force them to pay dues to fill union coffers. The timeline is as follows:

> Clinton Board - *New York University (NYU)*, 332 NLRB 1205 (2000) (reversing decades of precedent to hold that graduate students (teaching assistants, research assistants, and proctors) are "employees" within the meaning of Section 2(3) of the NLRA).
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> Bush II Board - *Brown University and UAW*, 342 NLRB 483 (2004) (reversing *NYU* to hold that graduate student assistants are not properly classified as "employees" under the NLRA because their primary relationship with their university is educational).

[3] For example, *Beck* rights for objecting nonmembers have been watered down by the NLRB in cases like *California Saw & Knife Works*, 320 NLRB 224, 236 (1995), where unions were permitted to create tricky "window periods" to trap objecting workers into paying full dues even when they do not wish to fund union politics. Indeed, federal courts have pronounced that a breach of the duty of fair representation only occurs "if, in light of the factual and legal landscape at the time of the union's actions, the union's behavior is so far outside a 'wide range of reasonableness' . . . as to be irrational. This is the standard of review that governs [employees'] claims against the union defendants." *Nielsen v. International Ass'n of Machinists & Aerospace Workers, Local Lodge 2569*, 94 F.3d 1107, 1113 (1996) (cleaned up). It is hard to imagine a more lenient and unenforceable standard to judge union conduct and misconduct.

> Obama Board - *Columbia Univ and UAW*, 364 NLRB 1080 (2016) (reversing *Brown University*, allowing graduate student organizing under the NLRA). Member Miscimarra's dissent, 364 NLRB at 1101, is prescient in predicting the chaos that occurs on campuses from unionizing graduate students.
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> Biden Board – certified numerous unions and enforced exclusive representation of graduate students in a number of cases.

As noted, Member Miscimarra's dissent in *Columbia University* predicted much of the chaos that graduate student unions have unleashed on America's elite campuses. His words bear repeating at length:

> When the Board transplants our statute into the university setting and places students in a bargaining relationship with the university, experience demonstrates that we cannot assume bargaining will be uneventful. Collective bargaining may evoke "extraordinarily strong feelings" and give rise to a "sharp clash between seemingly irreconcilable positions," and when parties resort to various tactics in support of their respective positions, "such tactics are indeed 'weapons,'" and "[n]obody can be confused about their purpose: they are exercised with the intention of inflicting severe and potentially irreparable injury, often causing devastating damage to businesses and terrible consequences for employees."

…

> *Misconduct, Potential Discharge, Academic Suspension/ Expulsion Disputes*. During and after a strike, employees remain subject to discipline or discharge for certain types of strike-related misconduct. Correspondingly, there is little question that a student assistant engaged in a strike would remain subject to academic discipline, including possible suspension or expulsion, for a variety of offenses. In such cases, I anticipate that parties will initiate Board proceedings alleging that students were unlawfully suspended or expelled for NLRA-protected activity, even though nothing in the Act permits the Board to devise remedies that relate to an individual's academic standing, separate and apart from his or her "employment."

…

> *Invalidating Rules Promoting Civility*. The university will be found to have violated the NLRA if it requires student assistants to maintain "harmonious interactions and relationships" with other students.
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> *Invalidating Rules Barring Profanity and Abuse*. The university cannot adopt a policy against "loud, abusive or foul language" or "false, vicious, profane or malicious statements" by student assistants.
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> *Outrageous Conduct by Student Assistants*. The university must permit student assistants to have angry confrontations with university officials in grievance discussions, and the student assistant cannot be lawfully disciplined or removed from his or her position even if he or she repeatedly screams, "I can say anything I want," "I can swear if I want," and "I can do anything I want, and you can't stop me."
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> *Outrageous Social Media Postings by Student Assistants*. If a student assistant objects to actions by a professor-supervisor named "Bob," the university must permit the student to post a message on Facebook stating: "Bob is such a nasty mother fucker, don't know how to talk to people. Fuck his mother and his entire fucking family."
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> *Disrespect and Profanity Directed to Faculty Supervisors*. The university may not take action against a student assistant who screams at a professor-supervisor and calls him a "fucking crook," a "fucking mother fucking" and an "asshole" when the student assistant is complaining about the treatment of student assistants.

Columbia Univ., 364 NLRB at 1107-09 (footnotes and citations omitted) (Member Miscimarra, dissenting). Everything Member Miscimarra predicted has come true.

3) Overbroad view of unions' "protected concerned activity"

Under the Biden NLRB's sprawling view of unions' "protected concerted activity" (as demonstrated by its controversial ruling in *Home Depot*, 373 NLRB No. 25 (2024), *petition for review pending*, No. 24-1406 (8th Cir.)), unions hide behind federal law to protect their pro-Hamas and antisemitic politics, actions,

trespasses and threats as "protected concerted activity" under the NLRA. Unions make this claim to limit how employers can respond to or try to stop their harassing activity often aimed at Jews.

For example, when MIT attempted to maintain order and civility by disciplining and suspending pro-Hamas rioters on campus, the UE filed an unfair labor practice charge alleging that the rioters were being "unlawfully disciplined … in retaliation for engaging in protected concerted activity," which has an "unlawful chilling effect on employees' exercise of their [NLRA] Section 7 rights." (See Ex.1, sub-exhibit 3). Of course the UE showed such no regard for the victims of the riots, which included Jewish graduate students it supposedly "represented."

The NLRA protects employees' ability to band together and seek improved workplace conditions, e.g., wages, hours and terms and conditions of employment. It was not designed to protect the communication of offensive political views that are irrelevant to the workplace, such as views about foreign wars 5,000 miles away. In the *Home Depot* case, the ALJ held that the employee's "Black Lives Matter" activity was unprotected because "the BLM message had, at best, an extremely attenuated and indirect relationship to any workplace issue." But a divided Biden Board reversed this commonsense position mandating civility in the workplace, and substituted one where almost any political speech, no matter how

attenuated to anything that happens on the shop floor, becomes "protected." Under the Biden Board's logic that labor unions are abusing, establishing and enacting a one-sided pro-Hamas policy regarding a religious conflict 5,000 miles away -- as the UE, UAW and many other unions have done -- becomes "protected" speech even though it does not improve a single American employee's wages, hours or other workplace conditions. Rather, these pro-Hamas policies are used as a cudgel to promote hateful messages directed towards the unions' most disfavored minority, Jews, and even against America itself.[4]

4) Federal law authorizes the threat of "pay up or be fired."

In the 24 states without Right to Work protections under NLRA Section 14(b), federal labor law authorizes unions to demand compulsory union dues on pain of discharge. On many campuses and workplaces this allows antisemitic unions to force the victims of their harassment to pay for those activities or be fired. And unions use this threat to repeatedly harass those who do not want to pay. (See Ex. 4, WSJ article by Jon Hartley; Ex. 5, a "second demand" discharge threat to an MIT graduate student by the UE local union).

[4] For example, the Electrical Worker's affiliate at Cornell loudly supported pro-Hamas extremist Momodou Taal and fought against his suspension from school and ultimate deportation. The union was apparently untroubled that Taal's public comments evidenced extreme hatred for both Jews and America. (See exhibits to the statement of David Rubinstein at 65-80).

The bottom line is that the federal labor laws passed by Congress weaponize bad actors to trap employees into "exclusive representation" with agents they never voted for and do not want. And today, Jewish and Israeli employees find themselves forced under the thumb of mandatory "agents" who are loud, ardent, and often anti-American supporters of the Hamas death cult. One can only imagine the justifiable outcry from this body if Black Americans were forced to be represented by Klu Klux Klan-supporting unions and threatened with discharge if they refused to fund that unions' activities with their compulsory dues.

SOLUTIONS

At the National Right to Work Legal Defense Foundation, we are re-doubling our efforts to help all employees forcibly saddled with antisemitic unions, Jewish and non-Jewish alike. Indeed, we have many Christian clients whose faith prevents from supporting these radical unions. But despite our best efforts, current federal law is inadequate to the task.

1) As shown above in footnotes 2 & 3, the "duty of fair representation" offers little meaningful check on antisemitic union outrages.

2) Nor does the *Beck* decision provide meaningful assistance. *CWA v. Beck*, 487 U.S. 735 (1988). Unions like the UE have created tricky "window periods" to limit when objecting nonmembers can exercise their *Beck* rights, and such restrictions have been upheld in some cases, though that is currently being

challenged. (See Ex. 6, NLRB Region 1's two dismissals of unfair labor practice charges filed against the UE unions at Dartmouth and MIT, which challenged the UE's "window period" for *Beck* objectors and its non-compliance with *Beck* by giving objectors five-year old financial statements instead of current information).

3) Title VII of the Civil Rights Act offers some protection, but it too is inadequate to protect Jewish and other workers from the abuse of compulsory unionism arrangements. Employees with religious objections to joining or supporting the union are required to ask (beg) the very union that is harassing them for an accommodation and demonstrate their "sincerity" to the union. Unions not infrequently try to deny the requested accommodations or harass the religious objector with irrelevant and invasive questionnaires or inquisitions. The UE union has made a habit of doing this (see Ex. 7, a UE "questionnaire"). The UE's refusal to promptly accommodate religious objectors led to the filing of the latest round of federal EEOC charges, which remain pending. (See Ex. 8).

So what is the answer, and how can Congress begin to fix these problems?

Congress should pass the National Right to Work Act in the private sector to end the problem of coercive forced unionism, and the particular problem of compelling Jewish and other religious employees to fund unions whose views and activities they find hateful, threatening and deeply offensive.

Congress should also enact legislation defining graduate students as *students*, not employees, as they were for the first 60 years of the National Labor Relations Act -- until the Clinton, Obama and Biden NLRBs unionized them for the primary purpose of filling unions' compulsory dues coffers.

Congress should strengthen Title VII's protections and make it easier for employees with religious, ethical or moral objections to opt out of union representation and support. At the very least Congress should ease religious objectors' path so they can divert any compulsory dues to a charity of their choice instead of funding a labor union they abhor.[5]

Finally, Congress should restore individual employees' right to represent themselves and not be part of a collective that takes hateful views on foreign events 5,000 miles away from the workplace. Employees who like their antisemitic and anti-Israel unions can keep them, but employees who don't want anything to do with hateful pro-Hamas ideologies should be able to completely disaffiliate from them. Isn't that what First Amendment free association guarantees are all about? And what could be more American than that?

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[5] "James Madison, the First Amendment's author, wrote in defense of religious liberty: 'Who does not see . . . [that] the same authority which can force a citizen to contribute three pence only of his property for the support of any one establishment, may force him to conform to any other establishment in all cases whatsoever?' 2 The Writings of James Madison 186 (G. Hunt ed. 1901). Thomas Jefferson agreed that 'to compel a man to furnish contributions of money for the propagation of opinions which he disbelieves, is sinful and tyrannical.' I. Brant, James Madison: The Nationalist 354 (1948)." *Chicago Teachers Union, Local No. 1 v. Hudson*, 475 U.S. 292, 305 n. 15 (1986).

Exhibit 1 With Sub-Exhibits 1-12 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

STATEMENT OF GLENN M. TAUBMAN
TO THE UNITED STATES HOUSE OF REPRESENTATIVES
COMMITTEE ON EDUCATION AND THE WORKFORCE
SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024: Confronting Union Antisemitism: Protecting Workers from Big Labor Abuses.

Chairman Good, Ranking Member DeSaunier and distinguished Committee Members:

Thank you for the opportunity to appear today. I have been practicing labor and constitutional law for over 42 years at the National Right to Work Legal Defense Foundation. National Right to Work Foundation Glenn M. Taubman - National Right to Work Foundation (nrtw.org). My clients are individual employees, not unions or employers. For 42 years I have helped litigate the Foundation's groundbreaking Supreme Court cases, like *Communications Workers v. Beck*, 487 U.S. 735 (1988) and *Janus v. AFSCME*, 585 U.S. 878 (2018). These landmark decisions secured the constitutional and statutory rights of individual workers to limit their association with labor unions they wanted no part of, but were nevertheless forced to join or fund with their hard earned wages, just to get or keep their jobs. My perspective comes from decades of representing more employees than I can count, all covered by the National Labor Relations Act (NLRA), the Railway Labor Act, and the Constitution.

This hearing is aptly titled "Confronting Union Antisemitism: Protecting Workers From Big Labor Abuses," and the need to protect employees, especially Jewish employees, from the latest form of union abuse is clear. Federal labor law must be reformed and reimagined to better protect individual liberty and safeguard individual workers' free choice concerning unionization, especially in the face of today's blatant union anti-semitism.

Unions reflect the harsh realities of majority rule. Minorities within unions almost necessarily get crushed. For example, it is well documented that for decades, unions blatantly and grotesquely discriminated against black workers, see *Steele v. Louisville & N.R. Co*., 323 U.S. 192 (1944) and *Conley v. Gibson*, 355 U.S. 41 (1957). To my frustration, American unions have not become more enlightened. Today, many unions are discriminating against and threatening a different minority group: the Jewish and pro-Israel workers they purport to represent.

Many labor unions have strayed far from their ostensible role as protectors of employees' workplace rights. Partisan politics and foreign policy escapades are simply more exciting and interesting than filing workplace grievances or negotiating workplace protections. These unions are beholden to their own extremists and are often led by people more interested in the ideological and "intersectional" causes fashionable at the fringes of the political spectrum than they

are in the well-being of the workers they purport to represent. These unions are not your father's or grandfather's labor unions, many of which were once staunchly pro-Israel and pro-American. In many workplaces such as college campuses, teaching hospitals, government offices, and K-12 schools, these unions have campaigned for the anti-Israel boycott-divest-sanction (BDS) movement, taking pro-Hamas and anti-American positions because BDS has become the siren song of the progressive left. As the Members of this Committee should know, Hamas is an anti-semitic and anti-Western death cult, not unlike ISIS and al-Qaeda, yet many of today's unions are among its loudest and most ardent supporters.

Many old line unions like the UE electrical workers union or the UAW autoworkers have seen precipitous declines in their traditional industrial membership, so they have searched for low hanging fruit to organize – and that is typically young people like graduate students, medical residents and interns, and legal aid lawyers, people whose political views might previously have aligned with the unions but who had no experience actually dealing with them. (See Ex. 1, Labor Notes article on the targeting of students for compulsory unionism; and Ex. 2, Wall Street Journal editorial about the UAW's pro-Hamas activities). The current travesty of herding graduate students into anti-semitic unions finds its source with the Obama-Biden National Labor Relations Boards, which have by fiat turned graduate *students* into graduate *employees* – subject to unionization under

the NLRA and, of course, the payment of forced union dues as a condition of their academic careers. *See, e.g.*, *Trustees of Columbia University and UAW*, 364 NLRB 1080 (2016), overruling *Brown University*, 342 NLRB 483 (2004). Many Jewish and pro-Israel graduate students are now being told that they must pay dues to these radical unions or face termination. But such union coercion is not limited to university campuses.

After October 7, my law practice and my dealings with my clients took an even darker turn. Initially, my phone began ringing off the hook with calls from Jewish and Israeli graduate students at the nation's elite educational institutions – MIT, Columbia, NYU, the University of Chicago and Northwestern to name a few – asking how they can disassociate not just from any union, but from the anti-semitic anti-Israel union that is menacing them on campus, protecting their tormentors, or forcing them to pay dues to subsidize the union's pro-Hamas activities.

These academic unions have not participated in the occupation of campus libraries to protest the murder of Sudanese, who are being starved and killed by the thousands every day by their own co-religionists. Nor are they helping to set up encampments to protest the treatment of Uighurs being herded into labor camps by the Chinese Communist Party. Nor are they demanding that the Assad regime halt its bloody repression against its own Syrian people, which has resulted in the

murder of hundreds of thousands. Nor do they demand the boycott of Iranian oil products and pistachios in an effort to secure an end to Houthi and Hezbollah rocket attacks on commercial shipping and innocent civilians in both Israel and Lebanon. These unions' time and treasure, and yes, their anti-semitic hatred, is laser focused on defaming Jews and destroying the State of Israel.

In addition, my phone is now ringing off the hook from medical residents and interns at some of the nation's finest teaching hospitals, asking the same question, as their union is busy poisoning their workplace with hateful anti-Jewish and anti-Israeli propaganda and union resolutions.

My phone is also ringing off the hook from teachers and legal aid lawyers, all of whom wonder how the union they formerly *supported* had suddenly become organizers of pro-Hamas demonstrations and purveyors of hateful rhetoric calling for the destruction of Israel, the one Jewish homeland in the world, and the annihilation of all Jews.

Though this anti-semitic storm has been brewing for a long time, it did not make landfall in the lives of most Jewish employees until after October 7, when unions began funneling their resources to virulently anti-semitic and anti-Israel projects. One example of this is the UE union filing unfair labor practice charges against MIT because the university suspended some of the pro-Hamas rioters who blocked access to campus buildings and threatened Israeli and Jewish students.

Instead of siding with the victims of Hamas' terror and the crude anti-semitism of the "protesters," the UE is using union dues and union lawyers to support the perpetrators of these hateful actions. (See Exhibit 3, a UE unfair labor practice charge against MIT for disciplining the "protesters"). And such union misconduct is being repeated all over the country by other unions like the UAW, which went on strike in California to protect pro-Hamas "protesters" who seized university property and set up "encampments" while threatening Jewish and Israeli students. The UAW apparently claims this is all "protected concerted activity" and union free speech under the NLRA, state law, and/or the U.S. Constitution. (See Ex. 4, a lawsuit by the University of California against the UAW to end the strikes).

The National Right to Work Legal Foundation's attorneys have been working with Jewish and Israeli employees to vindicate their statutory and civil rights in the face of this union abuse, but the law as it currently exists is woefully inadequate to the task.

For example, Foundation lawyers have filed *Beck*-related unfair labor practice charges with the National Labor Relations Board because the UE union at MIT lied to employees and falsely told them they must join or pay full dues, with no reduction for political and ideological expenditures, even though the union knows that its money goes to support pro-Hamas rioters on campus. (See Ex. 5, two UE emails sent to all MIT students to coerce them into joining and paying; see

also Ex. 3). The *Beck* decision says otherwise, but the lies and misrepresentations about being "required" to join the union and pay full dues persist.

Unions have no incentive to tell employees about their *Beck* rights, and every pecuniary incentive to hide the truth and try to get employees to pay excessive dues. An NLRB *Beck* settlement with the UE union at MIT required the union to go back and notify all 3,000 graduate students of their true legal rights (see Ex. 6, the UE settlement in Will Sussman's case), but shortly thereafter the union turned around and denied another graduate student's *Beck* objection, necessitating yet again another unfair labor practice charge that the NLRB regional office found to be meritorious. (See Ex. 7, Katerina Boukin's unfair labor practice charge). I expect more such litigation will be necessary to enforce *Beck* rights.

NRTW lawyers have also filed five separate charges of religious and ethnic discrimination with the Equal Employment Opportunity Commission (EEOC) against the same UE union at MIT (see Ex. 8), because that union denied several Jewish graduate students' request for a religious accommodation, telling them, in effect, that the union bosses know more about their Jewish religion, ethnic identity and ancestral homeland than they do. (See Ex. 9, UE denial letter). I expect more Jewish employees around the country will have to initiate litigation and file EEOC charges to see their civil rights honored.

Beyond what I have learned through my conversations with Jewish employees faced with anti-semitic unions, the attached media reports (Ex. 10) demonstrate that this sort of harassing anti-semitic union behavior is going on at unionized workplaces all over the country. I also attach material showing discriminatory teaching materials being pushed by teachers' union members in Oakland, CA (Ex. 11). Finally, I attach anti-Israel resolutions and statements being pushed by the SEIU's medical intern and resident division (known as CIR-SEIU), the National Education Association, and SEIU Local 1199. (See Ex. 12).

The bottom line is this: No worker in America should be threatened with discharge from his or her workplace for refusing to pay dues and fees to a private organization he or she may despise. No worker should be forced to be represented by a private organization and its officials who perform poorly in the workplace, or place their own interests above those they purport to represent, or act corruptly to steal from the very employees they claim to represent, or who espouse hateful rhetoric and pro-terrorist policies. No worker should be forced to subsidize, as a condition of employment, the political schemes and candidates of a private organization of which they disapprove.

Yet that is the reality for millions of private sector workers today under the compulsory dues and monopoly bargaining regimes of the NLRA and the Railway Labor Act. In the face of this abuse, Title VII of the Civil Rights Act and the *Beck*

decision are not nearly strong enough protections of employees' rights. As long as unions can force workers to pay *anything* to get or keep their job, employees will be denied their full freedom of association, speech and conscience. The *Janus* decision was a small step for employee freedom in the public sector. Now this Congress must pass the National Right to Work Act in the private sector to end the problem of coercive forced unionism, and the particular problem of compelling Jewish and other religious employees to fund unions whose views and activities they find hateful, threatening and deeply offensive.

The National Right to Work Act does not complicate federal labor law. Rather, it repeals one legal section passed in the 1940's that restricts individual employees' free choice about funding unions. Restoring individual employees' right to provide or withhold money from unions would hold Hamas-supporting unions (and indeed, all unions) accountable to the workers they claim to represent. Employees who like their anti-semitic and anti-Israel unions can keep them. But employees who don't want anything to do with these hateful ideologies should be able to defund and disaffiliate from them. What could be more American than that?

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 1

How Tens of Thousands of Grad Workers Are Organizing Themselves

May 29, 2024 / Valentina Luketa

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20 62

Post a Comment



After a groundbreaking win at MIT, graduate workers elsewhere borrowed talking points for organizing research assistants in science, technology, engineering, and mathematics.

It's the biggest organizing wave the U.S. labor movement has seen in decades. Graduate workers are unionizing in huge numbers, winning drive after drive with 90 percent support or more.

What's more, the workers are in the driver's seat of these campaigns, with little help from union staff.

Most union organizing these days relies on a staff-heavy approach that's tough to scale up. But the grad worker upsurge offers a sketch of a worker-led model that could help reverse labor's decline.

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Mercedes Enlists a Pastor in Its Union-Busting Campaign

The United Electrical Workers (UE) alone has organized close to 30,000 graduate workers over the past year and a half. We've won elections at eight major universities, including MIT and the University of Minnesota. Workers at other universities have voted to unionize with UNITE HERE, the United Auto Workers, and other unions.

At some campuses, grad workers have signed up 1,000 co-workers into the union in a single day and reached majorities on "vote yes" petitions within weeks.

Such massive mobilizations wouldn't be possible if they relied mainly on union staff. We couldn't move this fast if union staff had to talk with every worker, or even if a staffer had to train and debrief every worker doing outreach to others.

Instead, we're training workers up on organizing methods, tapping into their knowledge of their own workplaces and co-workers… and then letting the organizing snowball, as workers train others who train others, and the campaign takes on a life of its own.

This isn't how UE or other unions typically organize. But the grad upsurge demanded a new way of doing things. We had to release the reins to catch up to how fast the workers were going.

The relationship between union staff and rank-and-file workers has changed. Staff became educators and facilitators, guiding workers through the challenges of new organizing. Workers now develop their leadership skills by training other organizing committees, growing a national movement.

The roots of this strategy reach deep into our union's past, when UE leaders first built their union in electrical and machine shops without the help of outside staff. In other words, this capacity isn't unique to graduate workers. We believe this worker-led model can be tried in other workplaces too.

HANDED LEADERS THE REINS

The graduate workers have built large organizing committees of hundreds on each campus, where workers taught each other organizing skills and helped each other develop into leaders.



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Our goal: Turn every supporter into a leader, and every leader into a trainer.

Organizing tasks that might traditionally be reserved for union staff were transferred to the worker-leaders. For instance, workers built and maintained the organizing databases, in which department organizers registered their notes and assessments.

Data was broadly shared, rather than remaining the domain of a closed group of staff, so that hundreds of worker organizers could use it to track their conversations and develop their department strategies.

We scaled up our organizing with walkthroughs, where workers went in pairs to approach their colleagues in labs and offices around campus—a chance to reach into new departments, build their confidence as organizers, and fine-tune the organizing script all at once.

Rather than hand out the union's answers to frequently asked questions, workers brainstormed the best answers together. This left them much better prepared when new anti-union talking points cropped up in their departments. Using their crowdsourced FAQ, workers trained themselves to undermine captive-audience anti-union meetings and turn them against their supervisors.

NETWORKS ACROSS CAMPUSES

Strategies and materials that worked well were passed from campus to campus.

Many graduate worker drives had failed in the science, technology, engineering, and mathematics departments. So after the groundbreaking win at MIT—one of the largest STEM universities in the country—organizers at other campuses borrowed their talking points on why research assistants need a union.

Graduate workers at Northwestern, University of Chicago, and Johns Hopkins were organizing simultaneously, so they ran joint trainings and exchanged materials.

The grad workers at Stanford, Dartmouth, and Cornell had the benefit of lessons learned from all these prior campaigns. At Stanford they got more than 2,000 union cards signed in a single day.

On each campus, workers adapted and expanded the methods, always evaluating what might not work here—and trusting that they knew their own workplace better than anyone else.

Valentina Luketa is the UE National Coordinator for Higher Education.

A version of this article appeared in Labor Notes Issue #542, May 2024 (https://labornotes.org/archives/labor-notes-issue-542). Don't miss an issue, subscribe today. (https://labornotes.org/store/labor-notes-subscription)

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EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 2

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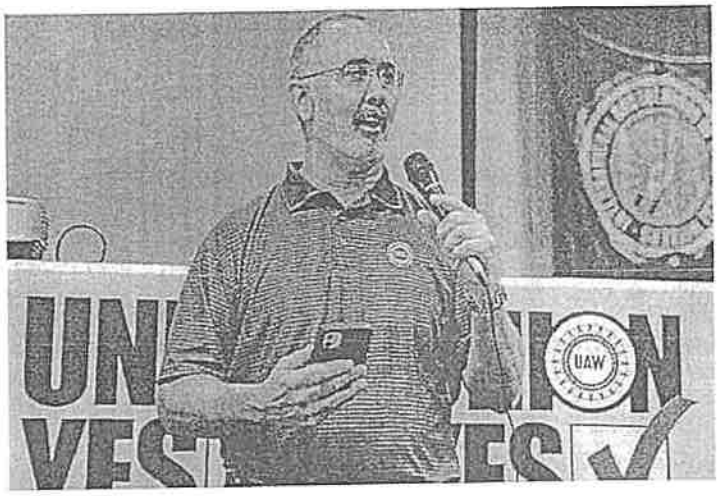
OPINION REVIEW & OUTLOOK Follow

The UAW Has a Gaza Policy

Auto workers chief Shawn Fain signals the union's solidarity with violent protesters.

By The Editorial Board Follow

May 3, 2024 6:16 pm ET



United Auto Workers (UAW) President Shawn Fain PHOTO: ELIJAH NOUVELAGE/GETTY IMAGES

The United Auto Workers' newest members are already getting more than they bargained for, but not in the way they were promised. The union's leader is all in for campus lawbreaking and he's denouncing Israel for its war against Hamas.

UAW President Shawn Fain chose to dive into the debate over anti-Israel campus protests this week and how police should respond. Writing on X (formerly Twitter), he said his union opposes "the mass arrest or intimidation of those exercising their right to protest, strike, or speak out against injustice." That would be a fine statement in a vacuum. In the context of the protests, it's a defense of mass trespassing and harassment of Jewish students at Columbia, UCLA and elsewhere.

Mr. Fain foreclosed any doubt about where his sympathies lie. "This war is wrong," he said of Israel's campaign to root Hamas out of Gaza. He said the UAW "has been calling for a ceasefire for six months," meaning the union wished to halt Israel's war of self-defense not long after Hamas mutilated women and killed 1,200 Israelis in a surprise assault.

Those views may come as a surprise to Volkswagen workers in Tennessee, who chose to unionize last month, or Mercedes workers in Alabama, who will decide whether to join the UAW by May 17. The union is eager to organize workers at fast-growing southern plants, and it's promising higher wages. But it's pitch is conspicuously light on solidarity with Hamas and Ivy League delinquents, though worker dues will support Mr. Fain's ideological causes.

Mr. Fain's anti-Israel policy may be aimed at appeasing a separate, growing constituency within the UAW: graduate students. By last year more than a quarter of the union's 400,000 members were university employees, mostly assistants and adjuncts. Columbia's chapter demanded that the university divest from Israel, and its members showed up to the protest. UAW members were among those arrested when police swept campuses Tuesday night.

Mr. Fain's leftist politics are far removed from 20th-century union leaders like George Meany and Lane Kirkland, who were stout anti-Communists. Auto workers should know the radical politics they're being recruited to endorse.

Appeared in the May 4, 2024, print edition as 'The UAW Has a Gaza Policy'.

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 3

FORM NLRB-501
(3-21)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case: 01-CA-341838	Date Filed: May 8, 2024

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer	b. Tel. No.
Massachusetts Institute of Technology	617-715-5953
	c. Cell No.
	f. Fax. No.
d. Address *(Street, city, state, and ZIP code)* 105 Broadway NE36-6201 Cambridge, MA 02142	e. Employer Representative Genevieve Aguilar, Counsel Office of the General Counsel
	g. e-mail aguilarg@mit.edu
	h. Number of workers employed 3,385
i. Type of Establishment *(factory, mine, wholesaler, etc.)* School	j. Identify principal product or service Higher Education and Research

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3)and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

On or about May 8, 2024, the above-named employer, through its officers, agents and representatives, unlawfully disciplined five bargaining unit employees in retaliation for engaging in protected concerted activity and union activity in violation of Sections 8(a)(1) and (3) of the Act. Specifically, the Employer suspended the employees from employment and academic activities and evicted them from campus housing. The Employer's retaliatory actions towards these employees has an unlawful chilling effect on employees' exercise of their Section 7 rights and also constituted an unlawful unilateral change in terms and conditions of employment in violation of Sections 8(a)(1) and (5) of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
United Electrical, Radio and Machine Workers of America (UE), Local 256, MIT GSU

4a. Address *(Street and number, city, state, and ZIP code)*	4b. Tel. No.
160 Alewife Brook Parkway #1171 Cambridge, MA 02138	4c. Cell No.
	4d. Fax No.
	4e. e-mail contact@mitgsu.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
United Electrical, Radio and Machine Workers of America (UE)

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Margot Nikitas *(signature of representative or person making charge)*	Margot Nikitas, UE General Counsel *(Print/type name and title or office, if any)*	Tel. No. 412-471-8919
		Office, if any, Cell No. 773-317-1645
		Fax No. 412-471-8999
Address 4 Smithfield Street, 9th Floor, Pittsburgh, PA 15222	Date May 8, 2024	e-mail margot.nikitas@ueunion.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 4

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Attorneys for Plaintiff
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SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

Plaintiff,

v.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO, LOCAL UNION 4811; and DOES 1 through 30, inclusive,

Defendant.

Case No.

EXEMPT FROM FEES (GOV. CODE §6103)

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF BASED ON BREACH OF CONTRACT

INTRODUCTION

1. PLAINTIFF The Regents of the University of California ("University") and DEFENDANT International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, Local Union 4811 ("UAW") are parties to written collective bargaining agreements ("CBA"s) covering four different systemwide bargaining units at the University. These systemwide bargaining units include Graduate Students Researchers, Academic Student Employees, Postdoctoral Scholars, and Academic Researchers. These employees play a critical role in teaching classes, leading discussion sections and labs, and grading the work of nearly 200,000 undergraduate students, as well as engaging in critical research.

2. The CBAs between the University and UAW all include provisions prohibiting strikes during the term of each contract. Such no-strike clauses are very common in labor agreements throughout the country. Despite the clear and unambiguous language of the no-strike clauses, on May 15, 2024, UAW announced that 19,780 of its approximately 48,000 members had voted to authorize a system-wide strike against the University.[1] On May 17, 2024, UAW announced that its bargaining unit members at the UC Santa Cruz would begin striking on May 20, 2024.

3. Although UAW alleged that it called the strike to protest unfair employment practices by the University, virtually every communication about the strike indicated that it was called to protest the conflict in the Middle East and to force the University to divest from companies that do business with Israel. These issues have nothing to do with the terms and conditions of employment for UAW bargaining unit members.

4. On May 28, 2024, UAW expanded its strike to UC Davis and UCLA.

5. On May 31, 2024, UAW announced that the strike would expand to UCI, UC Santa Barbara, and UC San Diego on June 3, 2024.

[1] According to media report, 19,780 out of 48,000 UAW members voted in the strike vote, which is 41% of their membership. Of the minority of union members who actually voted, media reports indicate that 79% voted in favor of striking. Systemwide, that means approximately 15,626 employees (33% of all UAW members) voted to strike and approximately 32,374 employees either voted not to strike or abstained from voting. (*See* https://www.latimes.com/california/story/2024-05-15/uc-academic-workers-strike-vote

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Attorneys at Law

6. UAW has publicly stated any strikes at the University would last through at least June 30, 2024.

7. The blatant breach of the parties' CBAs by UAW will cause harm to the University as it will disrupt the education of thousands of students in the form of cancelled classes and delayed grades. It also endangers the research in hundreds of laboratories across the University. The breach of contract will also cause the University monetary damages.

8. All of these campuses where UAW has announced a strike are on a quarter system which ends mid-June. Students at all of these campuses will be entering finals at the end of the first week of June 2024.

9. Therefore, if UAW's breach of contract is not enjoined, the University will suffer severe and irreparable harm.

JURISDICTION AND VENUE

10. This is a breach of contact action expressly permitted by Labor Code section 1126.

11. Labor Code section 1126 states that, "Any collective bargaining agreement between an employer and a labor organization shall be enforceable at law or in equity, and a breach of such collective bargaining agreement by any party thereto shall be subject to the same remedies, including injunctive relief, as are available on other contracts in the courts of this State."

12. The Public Employment Relations Board ("PERB") is the state agency charged with administering the Higher Education Employer Employee Relations Act ("HEERA") (Gov. Code, §3560 et. seq.) HEERA makes it unlawful for an employee organization—such as Defendant UAW—to engage in unfair practices, which can include unilateral changes to a collective bargaining agreement. (Gov. Code, §3571.1.) However, HEERA expressly states that PERB "shall not have authority to enforce agreements between the parties…" (Gov. Code, §3563.2, subd. (2).)

13. With respect to alleged unfair practices under HEERA, California courts have held that PERB has exclusive initial jurisdiction over those claims. (*See International Association of Firefighters Local Union 230 v. City of San Jose* (2011) 195 Cal.App.4th 1179, 1209.) However, by this action the University is **not** seeking to adjudicate whether UAW has committed unfair practices under HEERA.

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14. This action is a breach of contract action under Labor Code section 1126. Under California precedent this court has **concurrent** jurisdiction with PERB over claims that a collective bargaining agreement has been breached. (*Fresno Unified School District* (1981) 125 Cal.App.3d 259, 274.) This includes a cause of action based on a union's violation of a contractual no-strike clause. (*Ibid.*)

15. The exercise of **concurrent** jurisdiction is within the sound discretion of this Court.

16. UAW has publicly stated that the aim of its strike is to "maximize chaos and confusion for the employer." UAW intends to accomplish this by disrupting University operations during the finals period at its campuses. As UAW's strike is a blatant breach of the parties' CBAs, this Court must act immediately to exercise its concurrent jurisdiction and grant injunctive relief.

17. Venue is proper in this County, as Defendant UAW has publicly announced a strike at UC Irvine which is located within Orange County. Plaintiff is informed and believes that Defendant UAW conducts business and operates within Orange County in order to provides services to its bargaining unit members at UC Irvine. All of the CBAs between the parties are systemwide and therefore cover UC Irvine. A breach of contract action may be brought in the county where the breach occurs. (Code Civ. Proc., §395.5.) Therefore UAW's strike at UC Irvine constitutes a breach of the no-strike provisions of the CBAs and makes this county proper for venue.

PARTIES

18. Plaintiff The Regents of the University of California ("University") is, and at all times relevant herein has been a corporation established by the California Constitution (Article IX, Sec. 9). The University is headquartered in Oakland, California.

19. Plaintiff is informed and believes and thereupon alleges that Defendant International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, Local Union 4811, is, and at all times relevant herein has been, a mutual benefit corporation. Defendant is informed and believes that UAW has its principal place of business in Berkeley, California, but operates in each county where the University has a campus.

20. The true names and capacities of defendants DOES ONE through THIRTY are unknown to the University, and the University will seek leave of court to amend this complaint to allege such names and capacities as soon as they are ascertained.

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CONCURRENT JURISDICTION

21. Labor Code section 1126 provides for a cause of action for a breach of a collective bargaining agreement.

22. To the extent any breach of a collective bargaining agreement also constitutes an unfair practice under HEERA, the courts and PERB have **concurrent** jurisdiction over such breach of contract claims.

23. Because this Court has concurrent jurisdiction, exhaustion of administrative remedies is not required. Rather, the Court has the discretion to determine whether, when and how to adjudicate the breach of contract claims given the pendency of the unfair practice charges.

24. PERB has determine that the strikes and threatened expansion of the strikes present a prima facie case of an unfair practice under HEERA. On May 17, 2024, the University filed an Unfair Practice Charge with the Public Employment Relations Board ("PERB"), PERB Case No. SF-CO-246-H. The University alleged that UAW violated Government Code section 3571.1, subdivisions (c), (d), and (g). On May 21, 2024, the University filed a Request for Injunctive Relief with PERB (PERB Request for Injunctive Relief No. 844). On May 22, 2024, UAW filed an Opposition to the University's Request for Injunctive Relief.

25. On May 23, 2024, PERB issued a Complaint on the University's unfair practice charge. However, that same day PERB **denied** the University's request for injunctive relief without prejudice, finding that the unique standard for injunctive relief under HEERA was not met. On June 3, 2024, PERB **denied** a renewed request for injunctive relief filed by the University.

26. With no jurisdiction over the breach of contract claim and within its limited sphere of overseeing HEERA, PERB has determined that the strikes do not offend HEERA to such an extent that an injunction would be "just and proper." For purposes of interim injunctive relief in this breach of contract action, PERB has accordingly exercised its **initial** exclusive jurisdiction, ripening this matter for the Court's determination of the University's request for injunctive relief based on the irreparable harm that UAW's multiple breaches of the no-strike provisions caused and will continue to cause absent interim relief.

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27. PERB is statutorily barred from providing adequate relief to the University under HEERA. In 2012, HEERA was amended to eliminate PERB's jurisdiction to award damages caused by an unlawful strike. (Gov. Code, §3563.3.) Without an award of damages, PERB could not fully remedy the harm caused by UAW's unlawful strike.

FACTUAL BACKGROUND

28. Since the events in Israel and Gaza on and after October 7, 2023, the University has experienced passionate concern regarding the war in the Middle East across its campuses. The University supports free speech and lawful protests. At the same time, however, the University must ensure that all of its community members can safely continue to study, work, and exercise their rights, which is why it has in place policies that regulate the time, place, and manner for how students and other community members can protest on its campuses. The University has allowed—and continues to allow—lawful protesting activities surrounding the conflict in the Middle East. But when protests violate University policy or threaten the safety and security of others, the University has taken lawful action to end impermissible and unlawful behavior.

29. This is precisely what occurred at some of the University's campuses over the past weeks, such as UCLA and UC San Diego. After assessing the situations on their individual campuses, they determined that encampments protesting the conflict in the Middle East violated University time, place, and manner policies, and posed a safety threat to community members. After providing individuals in the encampments with numerous notices that that they needed to disperse, these campuses took steps to disband the encampments. Although most individuals followed the campus' requests to disperse, others who remained in the camps were arrested.

30. When UCLA, UC San Diego (and other campuses) met with protesters, administrators understood that they were meeting with students to discuss their protest positions and ways the campuses could peacefully bring the encampments to a close. The University had no indication the protests were connected to any labor disputes (related to UAW or otherwise), or in any way connected to the terms and conditions of employment of UAW bargaining unit members. To the contrary, the only information that the University had was that the protests were organized by students.

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31. Unrelated to any activity in campus encampments, on April 30, 2024, Union members at one of its campuses, UC Santa Cruz, voted for a one-day strike to support protest activities related to the conflict in the Middle East. Per the campus's Union leader, Union members intended to strike to show "solidarity with the calls from Palestinian General Federation of Trade Union, Palestinian Youth Movement, and UCSC Faculty for Justice in Palestine." As the email noted, "This action is a first collective step to standing in solidarity with these pressing calls."

32. The UC Santa Cruz UAW email went further, describing UAW's intent to engage in broader strike actions. Specifically, the email outlined the purposes of two upcoming meetings on May 3, 2024, and May 7, 2024. The May 3 meeting was to "discuss the possibility of a demands-based strike and, specifically, what those demands would be." The May 7 meeting was intended to "vote on whether or not we want to strike given the demands that we collectively decide upon."

33. On May 1, upon learning of UAW's strike vote, and pursuant to the terms of the applicable CBAs, the University quickly contacted UAW's leadership. The University requested that UAW take immediate action to stop the activity because it violated the CBA's no strike clause. The Union responded that it was in touch with members "that we know are engaged in activity that may be in violation of the contract and are informing them of their obligations under the CBA."

34. Despite the University reminding UAW of its no-strike obligations under its Agreements, on May 1, 2024, the Union announced that it intended to hold a strike authorization vote. This time, the UAW characterized the strike vote as being in response to UCLA's decision to disband the encampment on its campus.

35. The University responded to the UAW's notice of intent to take an unlawful strike vote on May 2, 2024. The University again reminded UAW of its no-strike obligations under its respective CBAs, and made clear that UAW had no basis under the CBAs to engage in a work stoppage. The University then asked UAW to inform its members that any work stoppage violates the terms of its CBAs, and asked UAW to cease and desist from pursuing its unlawful strike.

36. Continuing to ignore its no-strike obligations under its CBAs, the Union scheduled a strike vote for May 13 to May 15 and instructed its members to be ready to strike as early as May 15.

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37. After announcing its unlawful strike vote, UAW promoted the vote to its members, making clear that it was pursuing the strike to protest the conflict in the Middle East and not because of any incursions on Union members' terms and conditions of employment.

38. UAW members individually advocating for the vote understood that the strike was to support UAW's political and social position. One noted the international focus of the strike and made clear that the vote was about divestment and Palestine. Another pushed their department to vote for the strike stating "[T]he top demand that matters here is disinvestment. This is about Palestine first and our ability to work comfortably at UC second."

39. UAW's website reflected the larger political and social focus of its strike vote. It urged members to vote "yes" to oppose what the UAW characterized as a "crackdown of free speech on University campuses. . . . The website went on to list UAW's demands to avoid (and presumably end) its strike. The first and most prominent demand was divestment: "In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters – which focus on UC's investments in companies and industries profiting off of the suffering in Gaza." UAW then listed other demands, including amnesty for all individuals who face disciplinary action or arrest due to the protest, the right to free speech and political expression on campus, divestment, disclosure of UC funding sources and investments, and allowing researchers to opt out from funding sources tied to certain causes.

40. On May 15, 2024, UAW completed its unlawful strike vote. Although the Union represents approximately 48,000 academic workers, according to UAW's posts on social media, only 19,780 voted in the strike vote. Of the minority of union members who actually voted, media reports indicate that 79% voted in favor of striking.

41. On Friday, May 17, 2024, UAW informed the University that it intended to strike on Monday, May 20, 2024 at the University of California Santa Cruz.

42. UAW did go on strike at UC Santa Cruz on Monday, May 20, 2024, and the strike is ongoing as of the filing date of this Complaint.

43. On May 28, 2024, UAW expanded its strike to UC Davis and UCLA.

44. On May 31, 2024, UAW announced that the strike would expand to UCI, UC Santa Barbara, and UC San Diego on June 3, 2024.

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45. At all the campuses where UAW is currently on strike, at least some UAW bargaining unit members have refused to teach classes, lead discussion sections, conduct research, or otherwise refuse to perform their job duties.

46. Individuals carrying UAW picket signs have also blocked egress and ingress to various University buildings and access points. For example, individuals carrying UAW picket signs have blocked key access points at UC Santa Cruz causing extreme disruption to its operations. Individuals carrying UAW picket signs have stormed and barricaded themselves into buildings at UCLA. Also at UCLA, individuals carrying UAW picket signs have blocked streets, parking lots, and loading docks, preventing access by the community.

47. The University is informed and believes that UAW intends to expand its strike systemwide by the finals period which is early to mid-June for most of the University's campuses.

48. Without immediate injunctive relief, the University will suffer irreparable harm to its operations, as well as the educational experience and academic progress of its students.

FIRST CAUSE OF ACTION

Breach of Contract

49. Plaintiff realleges all paragraphs set forth above and incorporates them by reference as though they were fully set forth in this cause of action.

50. The University entered into written contracts, called Collective Bargaining Agreements ("CBAs" or "Agreements"), with UAW bargaining units including Academic Graduate Student Researchers ("BR Unit"), Academic Student Employees ("BX Unit"), Postdoctoral Scholars ("PX Unit"), and Academic Researchers ("RA Unit"). UAW has been recognized as the exclusive representative of these four bargaining units under HEERA. As a result, the University is required by law to bargain in good faith with UAW over the terms and conditions of employment for these bargaining unit members.

51. In the last round of bargaining, the University made substantial economic concessions to UAW in order to achieve the labor peace that comes with having a CBA in effect with a no-strike clause. By blatantly violating the no-strike clauses in the CBAs, UAW has fundamentally breached the agreements to which the University agreed to in good faith.

BR Unit – Graduate Student Researchers

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52. The BR Unit includes graduate students at the University who perform research as a service to the University for financial remuneration and under the specific direction and control of a faculty member or Principal Investigator.

53. The University and UAW are parties to a collective bargaining agreement covering Graduate Student Researchers effective December 23, 2022, through May 31, 2025 ("BR Agreement"). The BR Agreement contains a No Strike provisions during the term of the agreement:

> ARTICLE 19
> NO STRIKES
>
> A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
>
> B. Any GSR who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
>
> C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
>
> D. Any GSR who violates this article shall be subject to discipline up to and including termination of employment, in accordance with Article 7 - Discipline and Dismissal. E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

54. The BR Agreement also has a comprehensive management rights clause. Relevant to this Complaint, the University expressly retains the following rights:

> 7. to establish and modify rules, regulations, and policies and safety procedures;

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[. . .]
9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;

10. to determine the work location or relocation, reorganization, or discontinuance of operations;

11. to establish University policies, rules, and regulations and to require GSRs to observe them;
[. . .]
15. to establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
[. . .]
17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;

18. to assign GSR's individual work locations;

BX Unit – Academic Student Employees

55. The BX Unit consists of Academic Student Employees who are primarily graduate students providing services as teaching assistants, readers, and tutors.

56. The University and UAW are parties to a collective bargaining agreement covering Academic Student Employees effective December 23, 2022, through May 31, 2025 ("BX Agreement"). The BX Agreement contains a No Strike provisions during the term of the agreement:

ARTICLE 20
NO STRIKES

A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.

B. Any employee who violates this article shall be subject to discipline up to and including termination of employment.

C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this

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article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that unit members engaged in prohibited activity must cease such activity and immediately return to work.

D. SYMPATHY STRIKES

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.

2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.

E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

57. The BX Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

> 3. to establish and administer procedures, rules and regulations, and direct and control University operations;
> [. . .]
> 5. to determine the work location or relocation, reorganization, or discontinuance of operations;
> [. . .]
> 9. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;
> [. . .]
> 12. to establish or modify the academic and work calendars, including holidays and holiday scheduling;
>
> 13. to assign ASE's individual work locations;
>
> 14. to schedule hours of work;
> [. . .]

PX Unit – Postdoctoral Scholars

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58. The PX Unit members are postdoctoral scholars who contribute to the University's academic community by enhancing the research and educational programs at the University under the mentorship of a faculty member or principal investigator.

59. The University and UAW are parties to a collective bargaining agreement covering Postdoctoral Scholars effective through September 30, 2027 ("PX Agreement"). The PX Agreement contains a No Strike provisions during the term of the agreement:

> ARTICLE 14
> NO STRIKES
>
> A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
>
> B. Any Postdoctoral Scholar who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
>
> C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.
>
> 1. Such affirmative action shall include but not be limited to sending written notice to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.
>
> 2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1 ., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent
>
> D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

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E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 5 -- Discipline and Dismissal.

60. The PX Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

> 3. to establish, administer, or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
> [. . .]
> 5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety,
> [. . .]
> 7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
> [. . .]
> 10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
> [. . .]
> 12. to assign work locations and schedule hours of work;

RA Unit – Academic Researchers

61. The RA unit is comprised of academic researchers, which includes positions such as Academic Specialist, Project Scientists, Professional Researchers, and Coordinators of Public Programs.

62. The University and UAW are parties to a collective bargaining agreement covering Postdoctoral Scholars effective through September 30, 2027 ("RA Agreement"). The RA Agreement contains a No Strike provisions during the term of the agreement:

> ARTICLE 15
> NO STRIKES
>
> A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

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B. Any Academic Researcher who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.

C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

1. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity informing them that they must immediately return to work, and providing local news agencies and newspapers with a public written disavowal of the actions of the unit members.

2. If the UAW performs in good faith and in a timely way all of the obligations of Section C.1., above, the UAW shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UAW or with their assistance or consent.

D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

E. Any discipline up to and including discharge arising out of the violation of this provision shall be in accordance with Article 6 - Corrective Action and Dismissal.

63. The RA Agreement also has a comprehensive management rights clause. Relevant to this unfair practice charge, the University retains the following rights:

> 2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
>
> 3. establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
> [. . .]
> 6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
> [. . .]
> 13. assign work locations and schedule hours of work;

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64. Despite the no-strike clauses included above from the CBAs, on May 15, 2024, UAW authorized its leadership to call for a strike that included the Academic Graduate Student Researchers (BR Unit), Academic Student Employees (BX Unit), Postdoctoral Scholars (PX Unit), and Academic Researchers (RA Unit). UAW has also announced that it intended to call strikes at individual campuses with little or no notice to the University to "maximize chaos and confusion" for the University and its students.

65. On May 21, 2024, UAW breached the CBAs when it initiated a strike at the UC Santa Cruz campus. Further breaches occurred on May 28, 2024, when UAW expanded its strike to UC Davis and UCLA, and again on June 3, 2024, when UAW expanded its strike to UCI, UC Santa Barbara, and UC San Diego.

66. The UAW has also publicly announced that it intends to expand its strike to all University locations unless the University concedes to its political demands. By its conduct, UAW has expressly repudiated the no-strike clause at all University locations.

67. The University has performed all obligations to UAW except those obligations the University was prevented or excused from performing.

68. UAW's breach of the CBA was material and substantial because it has interfered with the University's ability to carry out its business as an educational and public research institution and all related services offered to students and the public.

69. UAW's breach of the CBA caused the University to sustain monetary damages associated with the strike including loss of revenue, waste of resources, and additional costs.

70. As a public agency, the University is not required to file a bond or undertaking when requesting injunctive relief. (Code Civ. Proc., § 529, subd. (b)(3).)

71. Through its unlawful strike activity, UAW is causing irreparable injury by interfering with the University's ability to conduct its business and to provide education and community services.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment as follows:

1. That Defendant UAW, their agents, employees, representatives, officers, organizers, committee persons, stewards, members, and all corporations, unincorporated associations, and natural

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persons acting in concert and participation with any of them, be enjoined and restrained from all strike activities while the no-strike clauses in the CBAs are in effect;

2. That a Temporary Restraining Order be granted, enjoining and restraining Defendant UAW, its agents, employees, representatives, officers, organizers, committee persons, stewards, and members, and all persons acting in concert with them or any of them, until the hearing upon an Order to Show Cause, from doing or causing to be done any of the acts prayed in paragraph 1 of this prayer to be enjoined or restrained;

3. That upon the hearing of the Order to Show Cause, a Preliminary Injunction be granted restraining Defendant UAW its agents, employees, representatives, officers, organizers, committee persons, stewards, and members, and all persons acting in concert with them or any of them, from doing or causing to be done any of the acts or things prayed in paragraph 1 of this prayer to be enjoined or restrained. For general damages incurred by the University that were caused by UAW's strike;

4. For damages incurred by the University in an amount to be determined;

5. For the University's attorneys' fees for this suit;

6. For its cost of suit herein incurred;

7. For such other and further relief as may be just and proper.

Dated: June 3, 2024

SLOAN SAKAI YEUNG & WONG LLP

By: _____
TIMOTHY G. YEUNG

Attorneys for Plaintiff
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SLOAN SAKAI YEUNG & WONG LLP
Attorneys at Law

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 5

Subject: [9 DAYS LEFT - URGENT ACTION REQUIRED] Sign your dues check-off card now
Date: Sunday, November 26, 2023 at 10:08:35 AM Eastern Standard Time
From: MIT GSU <contact@mitgsu.org>
To: Will Sussman [redacted]

View this email in your browser

Hello,

TL;DR:

- You are required to sign up for either dues or agency fees as a condition of employment
- The deadline to sign up before dues collection begins is Dec 5, just 9 days away
- The cost of dues and agency fees is exactly the same
- Signing up for dues gives you the right to participate in all union matters
- SIGN UP FOR DUES HERE: https://member-portal.mitgsu.org/
- Sign up for agency fees here

We are 9 DAYS AWAY from the deadline to sign up for dues or agency fees! Sign up today!

Do I have to take action?

YES. Per Article 3 of our contract, you are required as a condition of

employment to pay either dues or agency fees. You will not be automatically enrolled in dues/fees deduction; you must actively sign up.

How do I pay dues/fees?

You may sign up to have dues automatically deducted from your paycheck. SIGN UP FOR DUES HERE. You may sign up for agency fees here.

What is the cost of dues or agency fees?

The cost of dues and agency fees is exactly the same: 1.44% of our stipend, which is ~$60 per month on a full 20-hour/week appointment.

What is the difference between dues and agency fees?

The cost is exactly the same. By signing up for dues, you will have the right to participate in all democratic union activity as a union member, such as voting at monthly General Membership Meetings, electing union officers and stewards, and voting on future contracts. If you sign up for agency fees instead, you will forfeit those rights.

When is the deadline to sign up?

The last day to sign up for automatic dues/fees deduction before dues collection begins is December 5. Dues collection will begin in the December 15 paycheck.

What will happen if I don't sign up for dues or fees?

If you do not sign up by December 5, you will begin to owe back dues from the first December paycheck onward until you begin dues/fees payments. Continued failure to pay either dues or agency fees will result in your RA or TA appointment at MIT being ended early.

What if I have another question?

Please respond to this email and we will do our best to answer your question.

All the best,
MIT GSU

Follow us on social media!





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Our mailing address is:
mitgradunion@gmail.com

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

Subject: [2 DAYS LEFT - URGENT ACTION REQUIRED] Sign your dues check-off card now
Date: Sunday, December 3, 2023 at 9:16:28 AM Eastern Standard Time
From: MIT GSU <contact@mitgsu.org>
To: Will Sussman <[redacted]>

View this email in your browser

Hello,

TL;DR:

- You are required to sign up for either dues or agency fees as a condition of employment
- The deadline to sign up before dues collection begins is Tuesday Dec 5 at 5pm, just 2 days away
- The cost of dues and agency fees is exactly the same
- Signing up for dues gives you the right to participate in all union matters
- SIGN UP FOR DUES HERE: https://member-portal.mitgsu.org/
- Sign up for agency fees here
- If you do not sign up by Tuesday December 5 at 5pm, you will begin to owe back dues from the first December paycheck onward until you begin dues/fees payments

We are 2 DAYS AWAY from the deadline to sign up for dues or agency fees! Sign up today!

Do I have to take action?

YES. Per Article 3 of our contract, you are required as a condition of employment to pay either dues or agency fees. You will not be automatically enrolled in dues/fees deduction; you must actively sign up.

How do I pay dues/fees?

You may sign up to have dues automatically deducted from your paycheck. SIGN UP FOR DUES HERE. You may sign up for agency fees here.

What is the cost of dues or agency fees?

The cost of dues and agency fees is exactly the same: 1.44% of our stipend, which is ~$60 per month on a full 20-hour/week appointment.

What is the difference between dues and agency fees?

The cost is exactly the same. By signing up for dues, you will have the right to participate in all democratic union activity as a union member, such as voting at monthly General Membership Meetings, electing union officers and stewards, and voting on future contracts. If you sign up for agency fees instead, you will forfeit those rights.

When is the deadline to sign up?

The deadline to sign up for automatic dues/fees deduction before dues collection begins is Tuesday December 5 at 5pm. Dues collection will begin in the December 15 paycheck.

What will happen if I don't sign up for dues or fees?

If you do not sign up by December 5 at 5pm, you will begin to owe back dues from the first December paycheck onward until you begin dues/fees payments. Continued failure to pay either dues or agency fees will result in your RA or TA appointment at MIT being ended early. While future appointments are possible, back dues or fees will still be owed and additional appointments will be terminated if payment is not made.

What if I have another question?

Please respond to this email and we will do our best to answer your question.

All the best,
MIT GSU

Follow us on social media!





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Our mailing address is:
mitgradunion@gmail.com

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 6

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
MIT GRADUATE STUDENT UNION (Massachusetts Institute of Technology) **Case 01-CB-330147**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in at its office where notices are typically posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on only such bulletin boards where notices are typically posted during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet, if the Charged Party maintains an intranet, at (specify locations where Notice should be posted) and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all bargaining unit employees of MIT. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 01 of the National Labor Relations Board in Case 01-CB-330147." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees and Members made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the

Initials: MN

litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes MN _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees and Members, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees and Members. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the

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Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **MIT GRADUATE STUDENT UNION**	**Charging Party** **William Arthur Sussman**
By: Name and Title Date /s/ Margot Nikitas, UE General Counsel 02/29/24 Print Name and Title below	By: Name and Title Date Print Name and Title below
Recommended By: Date /s/ Colleen Fleming 2/26/24 COLLEEN FLEMING Field Attorney	Approved By: Date /s/ Laura A. Sacks 3/12/2024 LAURA A. SACKS Regional Director, Region 1

Initials: MN

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT restrain or coerce you in the exercise of the above rights.

WE WILL NOT fail to notify you of your rights under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963) (*General Motors*) and *Communications Workers v. Beck*, 487 U.S. 735 (1988) (*Beck)* prior to obligating you to pay dues and fees pursuant to a union-security clause.

WE WILL NOT tell you that it is mandatory that you fill out and send in dues or agency fee check-off authorization forms.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE HAVE told you that it is your *General Motors* and *Beck* rights: (1) to be or remain a nonmember; (2) as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities; (3) to be given sufficient information to enable you to intelligently decide whether to object; and (4) as a nonmember to be apprised of any internal union procedures for filing objections.

YOU HAVE THE RIGHT to pay your dues or agency fees to the MIT Graduate Student Union by means other than check-off authorization.

MIT GRADUATE STUDENT UNION
(Labor Organization)

Dated: 02/29/24 **By:** Margot Nikitas, UE General Counsel
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

Initials: MN

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 1002
Boston, MA 02222-1001

Telephone: (617)565-6700
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: MN

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 7

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD **CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS**	DO NOT WRITE IN THIS SPACE Case	Date filed

INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name 1) United Electrical Workers (UE) and 2) UE Local 256 (MIT Graduate Student Union)	b. Union Representative to Contact 1) Andrew Dinkelaker and 2) Sophie Coppieters 't Wallant,	
c. Address 1) 4 Smithfield St., 9th Floor Pittsburgh, PA 15222-2226 and 2) 160 Alewife Brook Parkway #1171, Cambridge, MA 02138	d. Tel. No. (412) 471-8919	e.Cell No. (617) 253-1000
	f. Fax No.	g. e-Mail

h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*).

SEE ATTACHMENT

3. Name of Employer Massachusetts Institute of Technology	4a. Tel. No	4b. Cell No.
	4c. Fax No	4d. e-Mail
5. Location of Plant involved (*street, city, state, and ZIP code*) 77 Massachusetts Ave., Cambridge, MA 02139	6. Employer representative to contact Ellen McClintock, HR Department	
7. Type of Establishment (*factory, mine, wholesaler*) Higher education establishment	8. Principal product or service education	9. Number of Workers employed many thousands
10. Full name of party filing charge Katerina Boukin	11a. Tel. No. c/o 703-321-8510	11b. Cell No.
	11c. Fax No. c/o 703-321-9319	11d e-Mail c/o gmt@nrtw.org

11. Address of party filing charge (*street, city, state, and ZIP code*)
c/o NRTWLDF, 8001 Braddock Road, Suite 600, Springfield, VA 22160

12. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By: *(signature of representative or person making charge)*	Glenn M. Taubman, Attorney Print/type name and title or office, if any Attorney	Tel No. (703) 321-8510 Cell No.
Address: Glenn M. Taubman & Heidi Schneider c/o National Right to Work Legal Defense Foundation 8001 Braddock Road, Suite 600, Springfield, VA 22160	Date: 04/15/24	Fax No. (703) 321-9319 e-Mail gmt@nrtw.org & hes@nrtw.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

This ULP charge follows in the wake of the charge and settlement in *MIT/UE and MIT-GSU*, Case No. 01-CB-330147, which remains open and not completely resolved.

1) Charging Party and other similarly situated discriminatees work as graduate students for MIT in a bargaining unit represented by respondent UE International and UE Local 256/MIT-GSU unions.

2) Within the past six months, Charging Party and other similarly situated discriminatees sent correspondence to the unions and MIT: a) resigning from membership in the unions, b) revoking their dues checkoffs, and c) informing the unions and MIT that they objected, under *CWA v. Beck*, to supporting the unions' political and non-representational agenda and expenditures.

3) Notwithstanding the unions' receipt of Charging Party's and other graduate students' letters, the unions have: a) refused to process those *Beck* objections, b) refused to immediately reduce the amount of dues and fees collected from Charging Party's and other graduate students' salaries, c) refused to stop the dues checkoff, and d) refused to provide Charging Party and other *Beck* objectors with audited financial disclosure justifying a reduced fee calculation that separates the unions' collective bargaining expenses from their extensive and abhorrent political and ideological activities. The unions refuse to cease accepting dues deducted directly from Charging Party's salary via the dues checkoff, and Charging Party and others are still being forced to pay full union dues via automatic deduction.

4) Via correspondence from MIT GSU Vice President Ruth Hanna dated April 5, 2024, the unions have informed Charging Party and other similarly situated graduate students that they must "wait" until the next annual "window period" opens (allegedly in November 2024) before they can re-file *Beck* objections and pay only reduced financial core fees. In fact, the UE union has adopted an unlawfully restrictive *Beck* objection policy, precisely to diminish and destroy employees' statutory rights and restrain and coerce them in violation of the NLRA. The unions' blatantly unlawful conduct violates decades of NLRB cases, including, inter alia, *IAM Dist. Lodge No. 160 (American National Can Co.)*, 329 NLRB 389 (1999).

5) By maintaining and enforcing an unlawful *Beck* objection policy and by refusing to immediately provide audited financial disclosure and reduced dues amounts for newly resigned employees who notify the union of their *Beck* objections, and by continuing to accept dues from MIT via checkoff, the unions have restrained and coerced Charging Party and others similarly situated in the exercise of their §7 rights to refrain from collective activity, and violated the fiduciary duty of fair representation obligations they owe to all employees.

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 8

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

[ ] FEPA
[X] EEOC

Massachusetts Commission Against Discrimination and EEOC
State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)	Home Phone (Incl. Area Code)	Date of Birth
Mr. William A. Sussman	[redacted]	N/A

Street Address: [redacted] City, State and ZIP Code: [redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No. (Include Area Code)
United Electrical Workers (UE)	Approx. 7,000	(412) 471-8919

Street Address: 4 Smithfield Street, 9th Floor City, State and ZIP Code: Pittsburgh, PA 15222-2226

Name	No. Employees, Members	Phone No. (Include Area Code)
UE Local Union 256 (MIT GSU)	many hundreds	(617) 253-1000

Street Address: 160 Alewife Brook Parkway #1171, Cambridge, MA 02138 City, State and ZIP Code:

DISCRIMINATION BASED ON (*Check appropriate box(es).*)

[X] RACE [ ] COLOR [ ] SEX [X] RELIGION [X] NATIONAL ORIGIN
[ ] RETALIATION [ ] AGE [ ] DISABILITY [ ] GENETIC INFORMATION
[X] OTHER (*Specify*)

DATE(S) DISCRIMINATION TOOK PLACE
Earliest Latest
2/8/2024
[X] CONTINUING ACTION

THE PARTICULARS ARE (*If additional paper is needed, attach extra sheet(s)*):

1. I am a graduate student at the Massachusetts Institute of Technology (MIT). MIT has a contract with United Electrical, Radio and Machine Workers of America (UE) Local 256, MIT GSU. This contract requires that I join or financially support the affiliated UE unions as a condition of employment.

2. I have sincere religious beliefs that conflict with joining or financially supporting UE and its affiliated unions. In a letter dated December 4, 2023, I informed the union and my employer of my religious beliefs and requested an accommodation. In my letter I explained how my religious beliefs conflict with union support.

3. In a letter dated February 8, 2024, UE General Secretary-Treasurer Andrew Dinkelaker denied my request for a religious accommodation.

4. The Union is (1) discriminating against me based on a failure to accommodate my religious beliefs and cultural heritage; (2) discriminating against me based on national origin, race, cultural heritage & identity; (3) engaging in quid pro quo harassment on the basis of national origin, race, religion, and cultural heritage & identity; (4) engaging in harassment based on national origin, race, cultural heritage & identity, and religion.

5. By these and other acts the Union has violated my rights under Title VII of the Civil Rights Act of 1964, as amended, and parallel state laws.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

March 18, 2024 — William A. Sussman
Date — Charging Party Signature

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 9

United Electrical, Radio and Machine Workers of America

CARL F. ROSEN
General President

ANDREW C. DINKELAKER
General Secretary-Treasurer

MARK D. MEINSTER
Director of Organization

February 8, 2024

VIA U.S. MAIL

William Sussman
[redacted]

Dear Mr. Sussman:

I am in receipt of your December 4, 2023 letter in which you communicated your objection to paying dues or fees to UE Local 256, MIT GSU, because of your Jewish faith. After careful consideration, your objection is denied.

First, no principles, teachings or tenets of Judaism prohibit membership in or the payment of dues or fees to a labor union. Historically, many Jews, including founding UE Director of Organization James Matles, have been members of unions, which continues today.

Secondly, the statements in your letter demonstrate that your objection to paying dues or fees is based on your political views and not your religious belief. For example, you objected that, "UE endorses the Boycott, Divestment and Sanctions movement (BDS)..." This, and other, statements in your letter constitute disagreements with positions taken or policies endorsed by the union.

For the above reasons, your objection to paying union dues or fees is denied.

Sincerely,

Andrew Dinkelaker
UE General Secretary-Treasurer

CC: MIT GSU

4 Smithfield Street - 9th Floor, Pittsburgh, Pennsylvania 15222-2226
(412) 471-8919 Fax (412) 471-8999 www.ueunion.org

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 10

BUSINESS

Why labor unions are backing pro-Palestine protesters after mass campus arrests

BY JULIA SHAPERO - 05/08/24 6:00 AM ET

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Chip Somodevilla, Getty Images

File – Pro-Palestinian protesters demonstrate on the campus of George Washington University on May 2, 2024, in Washington.

Several major labor unions have criticized the mass arrests of students and faculty at pro-Palestinian campus protests across the country, following their own calls for a cease-fire in

on a long history of antiwar activism in the labor movement, and it reflects a shift in its approach to Israel, experts said.

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"There's a history of progressive unions taking stances going back to the Vietnam War, the Gulf War and especially the war in Iraq and war in Afghanistan," said Will Brucher, an assistant teaching professor of labor studies at Rutgers University.

However, he added, "Many mainstream AFL-CIO unions have been reluctant to weigh in on the conflicts between Israel and Palestine and other global political matters, while other unions openly supported U.S. foreign policy."

This has shifted as union members have become more politically active and leadership has become more progressive, Brucher told The Hill.

Some of the country's biggest unions — the United Auto Workers (UAW), the Service Employees International Union (SEIU), the American Federation of Teachers and the National Education Association — have issued statements calling for a cease-fire since the outbreak of war last October.

Several of these unions have also voiced concerns over the past week as university administrators deployed police against protesters, who have formed encampments on university quads to protest the war and urge their universities to divest from Israeli companies or defense companies supplying weapons to Israel.

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New York police ultimately raided Hamilton Hall and arrested protesters. The Los Angeles police also cleared the UCLA encampment and made arrests. More than 2,000 people have been arrested in total.

UAW President Shawn Fain, who rose to prominence last fall amid the union's weeks-long strike against automakers, slammed universities' responses to protesters last Wednesday. Roughly 100,000 of the more than 300,000 members of the UAW are academic workers, according to NPR.

"The UAW will never support the mass arrest or intimidation of those exercising their right to protest, strike, or speak out against injustice," he said in a post on the social platform X.

CONTENT CONTINUES BELOW SURVEY

What Do You Think?

Loading survey...

"We call on the powers that be to release the students and employees who have been arrested, and if you can't take the outcry, stop supporting this war," Fain added.

The SEIU, which represents nearly 100,000 educators, graduate student employees and staff at universities, similarly criticized the response to and voiced solidarity with pro-Palestinian protesters.

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"The suppression of free speech sets a dangerous precedent for all who seek justice, whether it's students calling for institutional accountability or workers organizing for better conditions on the job," the SEIU said in a Thursday statement.

"As campuses around the United States are erupting in protest over the horrors and injustice Palestinians are facing, SEIU proudly stands in solidarity with the students, faculty and staff exercising their right to speak up," the union continued.

Unions have historically been involved in antiwar activism, noted Erik Baker, a Harvard University lecturer who studies the history of labor and management.

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The UAW, in particular, has a "long antiwar tradition," he said, pointing to former UAW President Walter Reuther's opposition to the Vietnam War in the 1960s, as well as the union's opposition to apartheid in South Africa.

The union itself emphasized these themes after joining other labor organizations in calling for a cease-fire in December.

"From opposing fascism in WWII to mobilizing against apartheid South Africa and the CONTRA war, the UAW has consistently stood for justice across the globe," Region 9A Director Brandon Mancilla said in a statement at the time.

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However, the increase in unionization among student workers sets the current moment apart from earlier protests, Baker said.

"This bridge, this synergistic relationship between campus activism and labor activism, to me, multiplies the strength of these students relative to the past few years, where they may have been working in parallel," he later added.

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Brucher also suggested members and leaders of campus unions, who have traditionally been reluctant to address the Israel-Palestine issue, have become more politically engaged on global issues in recent years and have demanded their unions take a stand on issues not directly related to campus.

This has coincided with concerns about academic freedom, as universities have cracked down on protesters, Brucher said.

"When it comes to the campus protests, I want to stress that it's not just about the union's sympathy or calls for the cease-fire," he said. "It's really about issues of academic freedom."

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He argued that faculty and graduate student union members have a right "to share their opinions and take stands on them without facing repercussions from the university and college administrations."

Students also "have the right to speak out on their campuses," Brucher said.

"They have the right to organize around this issue, and they have the right to peacefully protest, and that also includes the right to have encampments in the university and engage in other forms of protest and even forms of civil disobedience," he added.

UAW Local 4811, a union of 48,000 academic workers in the University of California system, has filed unfair labor practice charges against UCLA over the treatment of protesters, including some of its members, and plans to hold a vote to authorize a strike early next week.

"Our members have been beaten, concussed, pepper sprayed, both by counter-protestors and by police forces," the union said on X. "As a union, it is our responsibility to stand beside them and demand that UC stop committing these gross Unfair Labor Practices."

"In order to de-escalate the situation, UC must substantively engage with the concerns raised by the protesters — which focus on UC's investments in companies and industries profiting off of the suffering in Gaza," it added.

TAGS SHAWN FAIN

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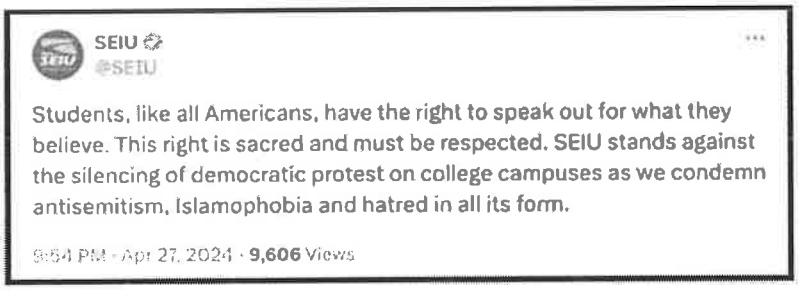
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SEIU Stands With Anti-Israel Campus Chaos (https://laborpains.org/2024/05/06/seiu-stands-with-anti-israel-campus-chaos/)

Posted on **May 06, 2024** by LaborPains.org Team

Like 10

The SEIU has decided to inject itself into the Israel debate once again by issuing a statement supporting the protests against Israel currently happening across the country, specifically on college campuses.



(https://laborpains.org/wp-content/uploads/2024/05/Screenshot-2024-05-06-at-11.28.03AM.png)

Columbia University in New York has been a prime location for protesting students. Some of these protesters even barricaded (https://time.com/6972454/columbia-protesters-defy-university-orders-to-clear-encampment/)themselves in one of the school buildings. Protesters chanted that Oct. 7th would happen "10,000 more times (https://www.spiked-online.com/2024/04/30/the-breathtaking-denial-of-anti-semitism-at-columbia/)" and that Oct. 7th was "going to be every day for you. (https://www.aljazeera.com/news/2024/4/22/biden-condemns-blatant-anti-semitism-at-columbia-pro-palestine-protests)"

President Joe Biden condemned (https://www.aljazeera.com/news/2024/4/22/biden-condemns-blatant-anti-semitism-at-columbia-pro-palestine-protests) the "blatant antisemitism" as reprehensible and dangerous. The events at Columbia finally ended when students blocked (https://time.com/6972454/columbia-protesters-defy-university-orders-to-clear-encampment/)off a school building with metal gates, tables, and chairs before eventually being arrested in a full scale NYPD (https://www.nydailynews.com/2024/05/01/pro-palestinian-protesters-columbia-university-hamilton-hall-nypd-arrests/) raid.

At UCLA, over one hundred protesters were arrested (https://www.foxnews.com/live-news/may-2-antisemitism-surges-campus-protests) at an anti-Israel encampment following an hours-long confrontation. Before the final confrontation, UCLA was forced to cancel classes as violence erupted at the encampment between police and protesters donning (https://www.nytimes.com/2024/05/01/us/ucla-classes-protests.html) "helmets, masks and goggles." When the area was finally cleared, heaps of trash (https://www.nytimes.com/2024/05/01/us/ucla-classes-protests.html) could be seen piled up across the former home of the anti-Israel encampment.

If the events described sound unlike anything related to the free speech being described in the SEIU's X post, you would be correct. (https://www.wsj.com/articles/campus-free-speech-first-amendment-columbia-protests-palestine-israel-hamas-3ff5092d)

While the SEIU national X account – formerly Twitter – has been standing up for these aggressive protesters, the union's locals have also been actively holding anti-Israel protests around the country.

SEIU 2015 was seen (https://twitter.com/spiritfeeler/status/1785802343390581214) on May 1, 2024, marching to the San Francisco City Hall with Palestinian flags in hand. Reports also indicated that SEIU Local 87 was planning (https://www.kqed.org/news/11984625/may-day-rallies-focus-on-palestinian-solidarity-in-san-francisco-oakland)on marching for Palestine the same day.

Meanwhile, high-profile SEIU Campaign Director Larry Alcoff – whose controversial history was explored (https://freebeacon.com/democrats/seiu-leader-participated-in-palestinian-protest-that-shut-down-brooklyn-bridge/)by the *Washington Free Beacon* – has seemingly continued to attend anti-Israel protests, even posting a sign on Facebook that read, "Zionism is anti-Semitism." Alcoff's son – who has appeared at the same protests – currently boasts an X account that reads "Death to Zionism."



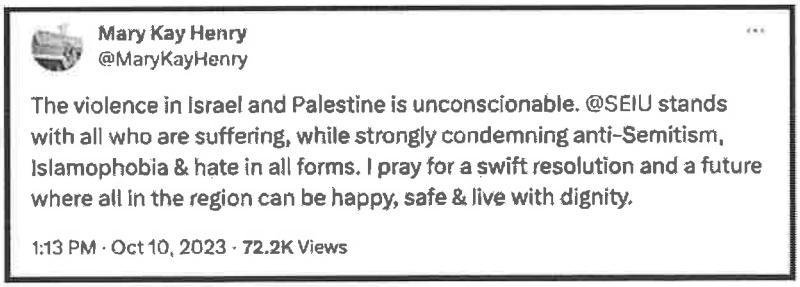
(https://laborpains.org/wp-content/uploads/2024/05/Screenshot-2024-05-06-at-11.28.13AM.png)



(https://laborpains.org/wp-content/uploads/2024/05/Screenshot-2024-05-06-at-11.28.23AM.png)

These are not the first instances of anti-Israel activity within the SEIU. Since the terror attack in Israel took place on Oct. 7, 2023, the union has been embroiled in multiple controversies related to the issue.

The union was forced to save face by firing its Connecticut executive director's for claiming (https://www.wsj.com/articles/american-leftist-union-seiu-equivocate-or-side-with-hamas-atrocity-israel-47127a92) "our enemies are not in Gaza, our comrades are in Gaza." The firing came just days after SEIU President Mary Kay Henry issued a poorly worded statement that failed to mention the deaths of over one thousand Israelis.



(https://laborpains.org/wp-content/uploads/2024/05/Screenshot-2024-05-06-at-11.28.33AM.png)

In Nov. 2023, SEIU employees even went as far as to organize (https://laborpains.org/2024/01/25/seiu-ceasefire-call-doesnt-reflect-sentiments-from-hundreds-of-anti-israel-union-officers-staff/) a group titled, "Purple Up 4 Palestine." This group was composed of over 500 SEIU officers and employees who openly supported the anti-semitic boycott, divestment, and sanction movement (BDS) against Israel.

When looking at the union's actions over the last six months, it's no surprise they seem to be supporting the unruly campus protests that have included antisemitism (https://www.foxnews.com/live-news/april-28-campus-antisemitic-israel-agitators-protest-columbia), violent behavior, (https://www.cbsnews.com/news/violence-erupts-at-some-pro-palestinian-campus-protests/) and have left the areas harboring these encampments absolutely trashed (https://www.nbclosangeles.com/news/local/ucla-clears-mounds-of-trash-left-from-pro-palestinian-encampment-counter-protesters/3403561/).

LaborPains is a joint blog of the Center for Union Facts (http://unionfacts.com) and the Enterprise Freedom Action Committee.

We expose the truth about labor unions and the pain they impose upon free enterprise.

AFL-CIO (https://laborpains.org/tag/afl-cio/) aft (https://laborpains.org/tag/aft/) American Federation of Teachers (https://laborpains.org/tag/american-federation-of-teachers/) Barack Obama (https://laborpains.org/tag/barack-obama/) California (https://laborpains.org/tag/california/) Card Check (https://laborpains.org/tag/card-check/) Center for Union Facts (https://laborpains.org/tag/center-for-union-facts/) corruption (https://laborpains.org/tag/corruption/) Democrats (https://laborpains.org/tag/democrats/) EFCA (https://laborpains.org/tag/efca/) Employee Free Choice Act (https://laborpains.org/tag/employee-free-choice-act/) Employee Rights Act (https://laborpains.org/tag/employee-rights-act/) ERA (https://laborpains.org/tag/era/) fast food forward (https://laborpains.org/tag/fast-food-forward/) Fight For 15 (https://laborpains.org/tag/fight-for-15/) Hostess (https://laborpains.org/tag/hostess/) Indiana (https://laborpains.org/tag/indiana/) labor unions (https://laborpains.org/tag/labor-unions/) Michigan

UAW Local 7902 Calls for an Immediate Ceasefire, and End to the Occupation of Palestine and U.S. Funding of the Israeli Military_

Statement

We write to you in anger and grief, because we cannot remain silent.

The horrifying violence in Israel-Palestine over the last ~~week~~ two months has hit home hard for many members of the NYU and New School communities. To everyone affected, we hear your heartbreak and fear, and we extend our condolences and support.

We know that many people in our diverse university communities – faculty, students, staff – are hurting and afraid. Some have lost loved ones; some may be fearful of being targeted (or have already been targeted) due to their political position, race, ethnicity, or religion. Some may fear that NYU and The New School, as institutions, do not support them. **But we want you to know that we have your back.** Local 7902 is committed to defending our members from any kind of harassment or retaliation. If you have been targeted in any way, please don't hesitate to reach out to us at mail@actuaw.org.

We condemn violence against civilians in every form. Alongside hundreds of other organizations and millions of peace-loving people across the world, we call for an immediate de-escalation and ceasefire in Gaza. We appeal to our elected officials to do the same and to cease unconditional funding of the Israeli military, which for decades has enabled Israel to maintain its illegal occupation of Palestinian land. Under occupation, Palestinians must continually experience the terror of dispossession, violence, and death at the hands of soldiers and settlers. We condemn the October 7th attacks on Israeli civilians, and our hearts are with all those reeling and grieving from the devastating loss of friends and loved ones. These attacks, however, cannot and must not be used to justify the war crimes currently being committed in Gaza, including the bombing, besiegement, and forced transfer of more than a million civilians, close to half of them children.

Beyond a ceasefire, we call for a political solution that brings justice and equal rights for all, allowing Palestinians and Israelis to live in peace, security, and dignity. This starts with an end to Israeli occupation, apartheid, and ethnic cleansing. Without such fundamental change, the cycle of violence will be repeated, leading to more generations of untold suffering.

We also would like to offer a list of resources for our members as well as for our students, who may need support, care, and guidance during this time as well.

RESOURCES

Your rights

From the New School contract

https://www.actuaw.org/uploads/1/2/3/6/123643831/cba_text.pdf

FREE EXCHANGE OF IDEAS

Adopted January 21, 1987

An abiding commitment to preserving and enhancing freedom of speech, thought, inquiry and artistic expression is deeply rooted in the history of the New School for Social Research. The New School was founded in 1919 by scholars responding to a threat to academic freedom at home. The establishment of the University in Exile, progenitor of the Graduate Faculty of Political and Social Science, in 1933 was a response to threats to academic freedom abroad. The by-laws of the institution, adopted when it received its charter from the State of New York in 1934, state that the "principles of academic freedom and responsibility...have ever been the glory of the New School for Social Research." The New School, since its beginnings, has endeavored to be an educational community in which public as well as scholarly issues are openly discussed and debated, regardless of how controversial or unpopular the views expressed. Providing such a forum was seen, from the first, as an integral part of a university's responsibility in a democratic society.

The New School is committed to academic freedom in all forms and for all members of its community. It is equally committed to protecting the right of free speech of all outside individuals authorized to use its facilities or invited to participate in the educational activities of any of the University's academic divisions. A university in any meaningful sense of the term is compromised without unhindered exchanges of ideas, however unpopular, and without the assurance that both the presentation and confrontation of ideas takes place freely and without coercion. In this context and because of its distinctive, educational role as a forum for public debate, the University has deep concern for preserving and securing the conditions which permit the free exchange of ideas to flourish. Faculty members, administrators, staff members, students and guests are obligated to reflect in their actions a respect for the right of all individuals to speak their views freely and be heard. They must refrain from any action which would cause that right to be abridged. At the same time, the University recognizes that the right of speakers to speak and be heard does not preclude the right of others to express differing points of view. However, this latter right must be exercised in ways which allow speakers to continue and must not involve any form of intimidation or physical violence.

Beyond the responsibility of individuals for their own actions, members of the New School community share in a collective responsibility for preserving freedom of speech. This collective responsibility entails mutual cooperation in minimizing the possibility that speech will be curtailed, especially when contentious issues are being discussed, and in assuring that due process is accorded to any individual alleged to have interfered with the free exchange of ideas.

Consistent with these principles, the University is prepared to take necessary steps to secure the conditions for free speech. Individuals whose acts abridge that freedom will be referred to the appropriate academic division for disciplinary review.

STATEMENT ON FREEDOM OF ARTISTIC EXPRESSION

Adopted October 4, 1989

The University's Policy on the Free Exchange of Ideas states that, "An abiding commitment to preserving and enhancing freedom of speech, thought, inquiry and artistic expression is deeply rooted in the history of the New School for Social Research." The University's responsibility for and dedication to securing the conditions in which freedom of expression can flourish extend to all forms of artistic expression, including the fine arts, design, literature, and the performance of drama, music and dance.

The opportunity to display or perform works of art at the University is made available through several academic processes and procedures in which faculty members and other duly appointed individuals exercise their best professional judgment. Among these procedures are selection of student art work by faculty, selection of gallery shows by gallery committees, selection of works of art by the Committee on the University Art Collection, display or performance as part of an approved course curriculum. Such authorized display or performance, regardless of how unpopular the work might be, must be unhindered and free from coercion. Members of the University community and guests must reflect in their actions a respect for the right to communicate ideas artistically and must refrain from any act that would cause that right to be abridged. At the same time, the University recognizes that the right of artists to exhibit or perform does not preclude the right of others to take exception to particular works of art. However, this latter right must be exercised in ways that do not prevent a work of art from being seen and must not involve any form of intimidation, defacement, or physical violence. The University rejects the claim of any individual or outside agency to dictate on the appropriateness or acceptability of the display or performance of any work of art in its facilities or as part of its educational programs.)

From the NYU contract

http://www.actuaw.org/nyu-contracts.html

ARTICLE VII - ACADEMIC FREEDOM

A. The customary norms of academic freedom prevail at NewYork University. Academic freedom is essential to the free search for truth and its free expression. Freedom in teaching is fundamental for the protection of the rights of the teacher in teaching and of the student in learning.

B. Academic freedom shall include free discussion of material relevant to a course that an adjunct or part-time faculty member has been assigned to teach consistent with the established curriculum parameters.

C. Teachers are entitled to freedom in the classroom in discussing their subject, but they should not introduce into their teaching controversial matter that has no relation to their subject. Teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As men and women of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they at all times should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and for the established policy of their institution, and while properly identifying themselves to outside audiences as associated with the University should clearly indicate that they are not institutional spokespeople unless specifically commissioned to serve in such a capacity.

D. For avoidance of doubt, there shall be no retaliatory disciplinary action (as discipline is defined in Article XVII) against any adjunct faculty member for exercising any of the rights set forth in this Article.

More legal resources

https://www.nlg.org/massdefenseprogram/
https://palestinelegal.org/intake

Background

https://imeu.org/article/quick-facts-the-palestinian-nakba
https://www.jewishvoiceforpeace.org/resource/about-facing-the-nakba/

How to protect yourself from doxxing

https://lite.crimethinc.com/2020/08/26/doxcare-prevention-and-aftercare-for-those-targeted-by-doxxing-and-political-harassment

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California public university academics end pro-Palestinian strike under court order

Story by REUTERS • 1d • 3 min read



Feedback

Pro-Palestinian protestors demonstrate as they call for a ceasefire in Gaza amid the ongoing conflict between Israel and the Palestinian Islamist group Hamas, in Los Angeles, California, U.S., May 31, 2024.
© (photo credit: KYLE GRILLOT/REUTERS)

Thousands of University of California academic workers who went on strike at six campuses protesting administrators' response to pro-Palestinian protests returned to the job on Monday under court order, but their union vowed more protests to come.

An Orange County Superior Court judge late on Friday granted a temporary restraining order sought by the university, which asserted that the walkout stemmed from non-labor issues and that it violated the no-strike clause in the union's contract.

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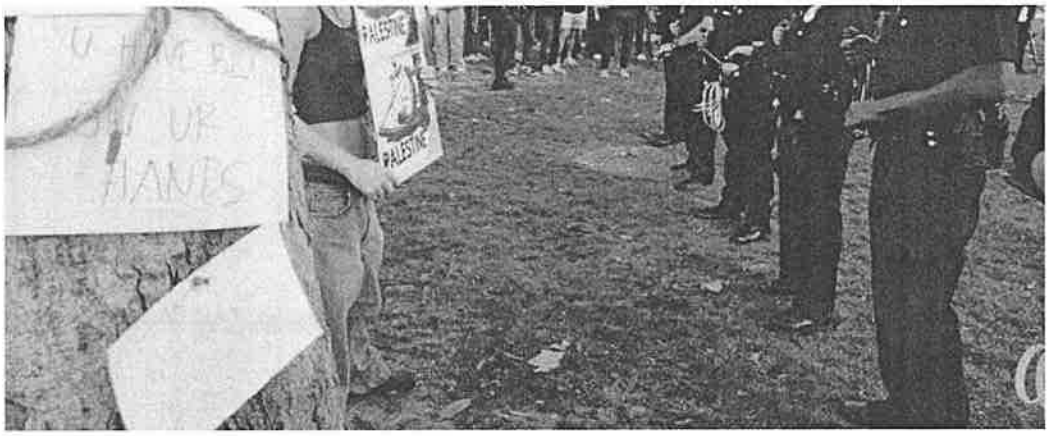
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University officials had originally petitioned the California Public Employment Relations Board, but the panel twice rejected their requests for an injunction.

Unionized academic researchers, graduate teaching assistants and post-doctoral scholars walked off the job over what they called unfair labor practices in the university's handling of pro-Palestinian demonstrations in recent weeks.





LAPD surrounds students protesting in support of Palestinians at an encampment at the University of Southern California's Alumni Park, as the conflict between Israel and the Palestinian Islamist group Hamas continues, in Los Angeles, California, US, April 24, 2024. (credit: REUTERS)
© Provided by The Jerusalem Post

LAPD surrounds students protesting in support of Palestinians at an encampment at the University of Southern California's Alumni Park, as the conflict between Israel and the Palestinian Islamist group Hamas continues, in Los Angeles, California, US, April 24, 2024. (credit: REUTERS)

The work stoppage was organized by the United Auto Workers union Local 4811, which represents some 48,000 non-tenured academic employees across 10 UC campuses and the Lawrence Berkeley National Laboratory.

The protest strike began on May 20 at the UC Santa Cruz campus, and was expanded over the following two weeks to encompass UCLA, UC Davis near Sacramento, and campuses at San Diego, Santa Barbara and Irvine. Those six campuses account for roughly 31,500 UAW members. The UC system has a total of 10 campuses.

Continuation of the strike "would have caused irreversible setback to the students' academic achievements and may have stalled critical research projects in the final quarter," Melissa Matella, UC's associate vice president for labor relations, said in a statement welcoming the restraining order.

Judge Randall Sherman set a hearing for June 27 to hear arguments on whether to extend the injunction. The union's own strike authorization expires on June 30.

UAW 4811 leaders denounced the ruling, saying the judge defied the authority of the Employment Relations Board by intervening in a labor matter outside the court's jurisdiction.

Nevertheless, the union said its members were abiding by the court order. The UAW said it would focus its efforts on an upcoming grievance proceeding against the university.

Among other things, the union is demanding amnesty for grad students and other academic workers who were arrested or face discipline for their roles in campus protests against Israel's military offensive in the besieged Palestinian territory of Gaza.

The strike marked the first union-backed protest in solidarity with a surge of pro-Palestinian student activism on dozens of US campuses in recent months.

The UAW said it was planning additional protests at UC Davis on Tuesday and at UCLA on Wednesday.

Large number of arrests made

Union leaders have said a major impetus for the strike was the arrest of 210 people, including campus-employed grad students, at the scene of a Palestinian solidarity protest camp torn down by police at UCLA on May 2.

Masked assailants armed with sticks and clubs attacked the encampment and its occupants the night before, sparking a bloody clash that persisted for at least three hours before police restored order.

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'NYT' union leader calls Zionists 'butchers' who 'know how to kill'

Nastaran Mohit, organizing director of the NewsGuild of New York, trashed her employer for its coverage of Israel's efforts to defeat Hamas in Gaza.



The headquarters of "The New York Times" in Midtown Manhattan, June 7, 2014. Credit: Osugi/Shutterstock.

(June 7, 2024 / JNS) According to a report in the *New York Post,* a labor organizer at *The New York Times* has defended Hamas and smeared liberals who reject her radical views.

Nastaran Mohit, organizing director of the NewsGuild of New York, wrote on X that "all these Zionist Butchers know how to kill. Children. Families. The next generation. Depraved monsters who will meet their fate one day."

Support JNS

Mohit also attacked the *Times* and former U.S. Secretary of State Hillary Clinton for failing to embrace her far-left views on the conflict.

Clinton said in a comment shared on social media, "I think it's fair to say Hamas cares nothing about the civilians who are being murdered or killed, both by Hamas still in Gaza or through military operations by Israel.

"If Hamas would agree to a ceasefire there would be a ceasefire," she continued.

Mohit blasted back with a reposting of the statement on Feb. 8, calling the former first lady's claim "an objective lie, you bloodthirsty savage of a human being. Rot in hell."

Following the *Times* award of a Pulitzer Prize for articles about Israel's efforts to defeat Hamas in the Gaza Strip, Mohit called the publication a "decrepit institution" and said that the win was "utterly reprehensible."

A spokesperson for the *Times* told the *Post* that the publication would not comment on "internal union matters."

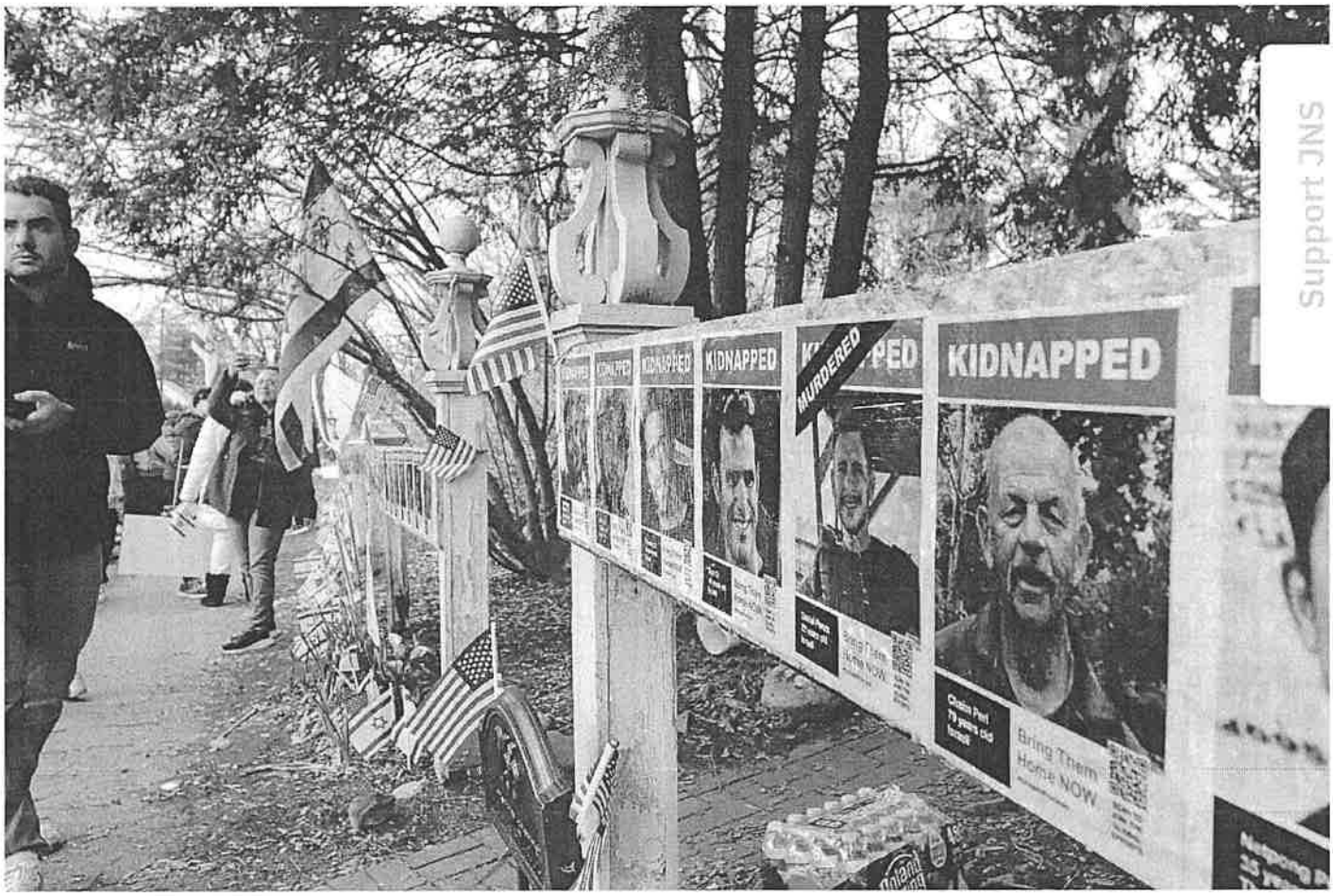
Mohit has made her X postings protected. She describes herself on the platform as "Labor organizer. Iranian-American. Queens girl for life #FreePalestine Views are my own," and features a watermelon emoji in her name. With its red and green colors, the fruit has evolved into a symbol of the pro-Hamas protest movement.

3 Comments

Massachusetts Jew-hatred summit aims to change policies, rein in teachers association

"I should not have to be my only ally against antisemitism at school," said Oron, an eighth-grade student.

MIKE WAGENHEIM



Thousands gather to rebuild a memorial in Newton, Mass., honoring those who were kidnapped and taken into the Gaza Strip by Hamas on Oct. 7, after it was vandalized on April 7, 2024. Photo by Arthur Mansavage/Shutterstock.

(June 14, 2024 / JNS) Students and teachers put the Massachusetts Teachers Association under a microscope and legislators promised action at a virtual

on June 10.

Billed as a "community hearing," the meeting featured disturbing testimonies of rampant antisemitism in Massachusetts K-12 schools, especially in the wake of Hamas's Oct. 7 terrorist attacks and Israel's military reaction.

"The speakers, especially the students and the teachers, were just unbelievable," Robert Mayer, national co-chair of the Israeli-American Civic Action Network, told JNS. "Their stories were so powerful, heart-wrenching and angering. I told the community that I feel shocked, angered, moved, but most of all, energized, because we have to take action now."

ICAN co-hosted the summit with Massachusetts Educators Against Antisemitism, CAMERA Educational Institute, Christians and Jews United for Israel, StandWithUs K-12 Educator Network, the Combat Antisemitism Movement and the Consulate General of Israel to New England.

Speakers at the event urged politicians and public officials—several of whom attended—to recognize the problem of antisemitism on Massachusetts campuses and take necessary steps.

The Massachusetts Teachers Association, a union that is affiliated with the National Education Association, called in December for an immediate ceasefire in the Israel-Hamas war without mentioning Hamas's atrocities or urging the return of hostages held captive in Gaza.

In March, the Massachusetts union's task force on "anti-racism" hosted a webinar titled "The Struggle Against Anti-Palestinian Racism," which reportedly included a slide identifying Jewish organizations to be condemned as part of a Zionist "machine."

"encourages a restrictive and potentially dangerous concept for the safety of our children, claiming anti-Zionism is not antisemitism," adding that "it promotes content that favors the Palestinian narrative while consistently disparaging the Israeli side."

'I should not have to be my only ally'

Oron, an eighth-grade student and son of two Israeli immigrants whose last name was not provided, said his mother contacted his school's principal after a fellow student told Oron that Hamas's massacre was in self-defense. Another student had told Oron that Israel, as a Jewish ethno-state and apartheid state, shouldn't exist, he continued.

"The principal invited me to debate against the students, suggesting it was an acceptable response to acts of antisemitism," Oron said.

The principal was evidently so impressed by the student's debate performance that he "felt obligated to contact my mother and praise me," Oron said during the virtual summit.

His mother was not impressed by the principal's decision to have her son debate peers in response to their antisemitic statements.

"My mom had to go to the school and explain to him that this behavior was unacceptable due to the fact that it was not my job to educate others on the conflict and that it was not OK to put me on the spot to debate against others in regards to antisemitism and the Israeli-Palestinian conflict," said Oron, adding that "I should not have to be my only ally against antisemitism at school."

a pro-Palestinian movie that "erased Israeli history and Jewish culture," Oron said.



A boy views a memorial in Newton, Mass., honoring those who were kidnapped and taken into the Gaza Strip by Hamas on Oct. 7, after it was vandalized on April 7, 2024. Photo by Arthur Mansavage/Shutterstock.

'Contribute to responsible innovation and growth'

An Israeli-born high school student, who identified himself as Gil, told attendees that he wanted to talk about "nothing."

"Nothing is the response I received after asking both my city's school committee and the state Board of Education what they were going to do about the rising antisemitism and anti-Zionism in our schools," Gil said.

after we asked for it and were promised it," he added. "Nothing is what was shared with students about how graffiti and other hateful actions will be handled to make sure that students know the consequences."

Gil says he is looking forward to moving on to college, and a successful academic and professional career, so that "my generation and I can contribute to responsible innovation and growth," he said.

"But we will not be able to do that if schools and universities are not making a safe environment, or if they keep tolerating violence or hate against Jews, Israelis or anyone else," he added.

'Remarkable, brave and courageous young folks'

John Velis, a state senator who has been active in developing Massachusetts legislative responses to the rise in antisemitism in schools, praised those willing to speak out at the summit.

"On the one hand, we're here talking about this horrific subject matter," Velis said. "In the same dialogue, I'm hearing from these absolutely remarkable, brave and courageous young folks."

Velis noted an amendment as part of a budget bill that passed the state senate by a 40-0 vote and is now being discussed in a conference committee of the state House. It would require the state's Department of Elementary and Secondary Education to provide schools with an antisemitism curriculum, materials and professional development.

"I am convinced so much of this is just that people don't even know where to begin," Velis said. "I think us requiring them to look at this stuff, to teach

"We've got a long history of when there is a group who is being marginalized, who's being discriminated against, we don't hesitate to identify them by name and say we need to be your advocate," he added.

Meron Reuben, the Israeli consul general to New England, said part of the problem is that the Jewish community is waking up belatedly to the stark rise in Jew-hatred.

"I don't think the Jewish community realized that antisemitism was actually so bad," he told JNS. "They probably realize that there was latent antisemitism in society, but I don't think they really understood how bad it was."

'You cannot count on goodwill anymore'

The bulk of the recent focus has been on American university campuses, where pro-Hamas students and outside agitators have disrupted and threatened Jewish campus life. But Reuben said that some grade schools have also become breeding grounds for antisemitism.

"I think it is something that is already permeating society in the K-12 area, and I think that is one of the problems that is very, very disturbing, especially if you look at something like the MTA and some of the courses that they are giving," Meron said of the union. "It's very worrisome and very problematic."

Friedlander told JNS that Jewish students in her state only "seek an education free from bias and slander."

"Instead, they are subjected to harmful rhetoric, with no oversight, accountability or empathy. Why should they endure this? They are just

Mayer said the only way to affect change at this point is through policy.

"You cannot count on goodwill anymore," Mayer told JNS.

He said that in addition to pushing for change within the legislature, each city's or town's school policy-making body must be approached, in addition to applying pressure on the union "to cease this openly antisemitic activity."

Mayer said that he was encouraged by the attendance at Monday's summit. "There's a lot of work, and it's complicated, but when we have 700 households listening in, and there are going to be more that are going to see the recording, people are energized," he said. "When it all comes from the community, from the citizenry, you know that's when change happens."

2 Comments

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SUBMIT



patty levin
Posted 2 days ago

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OPINION REVIEW & OUTLOOK Follow

The Academic Proletariat Goes on Strike at the University of California

Workers of the faculty world unite in solidarity with anti-Israel protesters.

By The Editorial Board Follow

June 6, 2024 5:44 pm ET



UCLA workers, students and supporters picket at UCLA on May 28 PHOTO: DAMIAN DOVARGANES/ASSOCIATED PRESS

Managers often get the labor unions they deserve. The University of California is proving this adage as its teaching assistants and the academic proletariat represented by the United Auto Workers are striking in solidarity with anti-Israel protesters.

The UC system took the unusual step Wednesday of suing the UAW in state court for violating their labor agreement's no-strike provision. The UAW's 48,000 or so academic worker members are refusing to teach undergraduate classes and perform other jobs.

The wildcat strike is a show of ideological loyalty to students demonstrating against Israel. The union's demands include university divestment from "companies and industries profiting off of the suffering in Gaza." UC's lawsuit says the union also wants "amnesty for all individuals who face disciplinary action or arrest" because of their illegal campus encampments, and "allowing researchers to opt out from funding sources tied to certain causes."

UAW local union president Rafael Jaime, an English grad student at UCLA, declared that the union goal is to "maximize chaos and confusion for the employer." It's succeeding. Teaching assistants have canceled undergrad sections without telling the university. UC faculty have refused to perform the work of their striking assistants, perhaps because they support their anti-Israel objectives.

The UAW plans to expand its strike during finals, which means that papers and exams might not be graded. The UC lawsuit says this could affect student eligibility for financial aid. In its request for injunctive relief, UC says the strike is causing "irreparable harm" to the "educational experience and academic progress of its students."

What does the union care? UAW members are also blocking access to university buildings, including hospitals and childcare centers. Picketers have barricaded themselves in buildings at UCLA. This is what the university gets for admitting grad students who care more about leftwing activism than learning.

The university's website asks grad-school applicants to explain how their "experiences have deepened your understanding of the barriers facing ethnic minorities, women, and others underrepresented in higher education." They must also highlight research they've done on "issues of race, gender, equity and inclusion." Non-leftists need not apply.

This is also what happens when employers surrender to a union's excessive demands in hopes of buying labor peace. UC settled a UAW strike in 2022 by agreeing to raise the minimum pay for student employees to $34,000 from $23,250—for nine months of part-time work. Many assistants now earn more on an hourly basis than adjunct professors.

UC says it agreed to the UAW's demands to "achieve labor peace." So much for that. As a result of the UC's increasing labor costs, undergrads and their parents will have to pay more for tuition. Yet now they are receiving less education.

Gov. Gavin Newsom could stop the strike, but he'd have to take on his labor friends. UC asked the state Public Employment Relations Board—run by Mr. Newsom's appointees—to end it. The board refused. Californians can thank the progressive leaders they elect.

Appeared in the June 7, 2024, print edition as 'The Academic Proletariat Goes on Strike'.

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DEMOCRATS

Teamsters Join Forces With Israel-Hating Labor Union That Backs 'Resistance' Against Jewish State

Chuck Ross
June 5, 2024

In April, the International Brotherhood of Teamsters' Chicago chapter hosted a rally where activists chanted "Death to America" to protest the United States' handling of the Israel-Hamas war. Now, the Teamsters have joined forces with a controversial labor union that has endorsed Palestinian "resistance" against Israel and refers to Zionism as "inherently evil."



The Teamsters board of directors voted unanimously on Tuesday to accept the Amazon Labor Union as a formal affiliate, the former union announced. The Amazon union garnered widespread praise after organizing a warehouse in Staten Island in 2022, but has since been marred by financial struggles, mismanagement, and failed efforts to organize two other Amazon warehouses. Amazon union founder Christian Smalls, who has been at the center of the labor group's infighting, called the Teamsters partnership a "historical day for labor in America" that will allow both to "take on Amazon together."

The sentiment was echoed by Teamsters president Sean O'Brien, best known for being challenged to a fight by *Washington Free Beacon* Man of the Year Markwayne Mullin (R., Okla.)

during a Senate hearing last year.

The alliance raises questions for the Teamsters, which represents 1.3 million workers in the delivery and transportation industries. The Teamsters union has largely avoided weighing in on the Israel-Hamas war, in contrast to counterparts like the United Auto Workers, which has called for an Israeli ceasefire in Gaza.

Amazon Labor Union, along with Smalls, has defended the Hamas attack, accused Israel of waging genocide in Gaza, and referred to Zionism as "inherently violent." After Hamas's October 7 attack, Smalls tweeted "from the river to the Sea," a rallying cry for the destruction of the Jewish state. And Smalls, who once took a makeshift guillotine to Amazon founder Jeff Bezos's home, wrote "it's Viva Palestine all day and all night just like it's Viva Cuba!"

In December, the union said Palestinians have an "inalienable right to ... resistance" against Israel. It called on Amazon to end a cloud computing partnership with the Israeli government, and proposed training sessions for Amazon union members to combat the "lies and disinformation" of "the Zionist regime and its imperialist backers."

Amazon Labor Union attorney Jeanne Mirer leads a left-wing group that has called for "armed struggle" against Israel over the "unlawful occupation" of Palestinians. The group, the National Lawyers Guild International Committee, urged the United States to remove terrorist designations for Hamas and other groups, claiming they are "engaged in exercising their fundamental and protected right to self-defense."

The Amazon Labor Union paid Mirer's law firm $150,000 last year, according to the union's financial disclosure. Another organization led by Mirer, the International Commission for Labor Rights, donated $425,000 to the union, the largest contribution to the union last year.

The Teamsters vote comes as political observers keep a close eye on the union's endorsement for the 2024 presidential race. While the union has historically backed Democrats—and endorsed Joe Biden in 2020—it recently hosted a forum for former president Donald Trump. The Teamsters, which has said it will issue an endorsement later in the summer, donated $35,000 to the Republican National Committee earlier this year, its first contribution to Republicans since 2004.

The Teamsters did not respond to a request for comment.

Published under: Amazon , Anti-Semitism , Hamas , Israel , Teamsters , Unions

Major Teachers' Union to Vote on Resolution Accusing Israel of 'Genocide'



A student holds an Israeli flag during commencement exercises at Harvard University in Cambridge, Mass., May 23, 2024. (Brian Snyder/Reuters)

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By **ZACH KESSEL**

July 2, 2024 2:59 PM

National Education Association members will vote on several anti-Israel resolutions at the union's annual "Representative Assembly" in Philadelphia this week, including the adoption of an official position holding that Israel is conducting a "genocide" in Gaza and that opposing the Jewish state's existence is not antisemitic, documents obtained by NATIONAL REVIEW show.

Two items of business would have the NEA "use existing digital communication tools to educate members about the difference between anti-Zionism and antisemitism."

The resolutions claim that the two are often erroneously conflated, characterizing antisemitism as "bias or action against Jewish people" in one document and "a certain perception of Jews, which may be expressed as hatred toward Jews" in another. Union members describe anti-Zionism as "a political stance" in the first resolution and "the opposition to any Jewish state in the Middle East" which entails opposing "the existence of the modern state of Israel."

In order for an item of business to reach the floor, it must be sponsored by at least 50 of the 6,000 delegates present at the convention. If passed, the resolutions direct the NEA to abide by their provisions for a year, provided that the resolution does not violate existing NEA policy.

Multiple resolutions set to be discussed this week would have the NEA use its resources to promote efforts to end ties between the United States and Israel. One such campaign is the Boycott, Divestment, and Sanctions (BDS) movement, explaining to members the connection between BDS and "the broader labor movement" as well as addressing "legislative efforts to restrict speech in relation to BDS" and "NEA members' participation in the movement."

This resolution describes BDS as a project with the goal of "pressur[ing] Israel to comply with international law," while movement founder Omar Barghouti has said that at least one aim of BDS — which calls for a Palestinian "right of return" as well as boycotts and diplomatic action against Israel — is the end of the "Zionist state."

Another would allocate NEA resources toward communicating "the Palestinian Trade Union call to action to 'End all Complicity, Stop Arming Israel' to NEA members," while one more resolution would use the union's media channels to publicize its "opposition to spending billions of dollars in Federal funds to send weapons to the Israeli military that are used in genocide in Gaza."

In a stated attempt to prevent NEA members "from supporting political representation that harms communities of color," union delegates will introduce a resolution calling on the organization to "publish via electronic media the names of congresspeople who have" accepted donations or been endorsed by either the American Israel Public Affairs Committee (AIPAC) or the Democratic Majority for Israel (DMFI).

Also addressed in a proposed resolution is the "Nakba," or "struggle," the term anti-Israel activists used to refer to the events of 1948. While anti-Israel activists currently use the term to mean displacement of Palestinians, the "catastrophe" — the English translation of the term — initially referred to the Arab states' defeat in a war that began after they invaded newly independent Israel in 1948. Moreover, many Arabs within Israel left at the urging of neighboring Arab governments, which then refused to take them in.

"In light of escalating violence in Palestine, educators are increasingly seeking to understand historical context," the resolution reads. "Learning about the Nakba empowers educators to address related questions and support

Palestinain American students, fostering a more inclusive learning environment that recognizes students' backgrounds."

At least one resolution submitted for consideration nominally addresses antisemitism, proposing that the NEA post the words "Stand up Against Antisemitism" and a Star of David on its website during January of each year. The item includes language reassuring union members that the "effort simply raises awareness in opposing antisemitism and is not tied to Israel and Zionism."

David Smokler, the director of K-12 educator outreach at nonprofit organization StandWithUs, told NR that the NEA has taken a largely anti-Israel position since October 7 and that the resolutions are cause for concern.

"Multiple [New Business Items] call for the NEA to promote BDS in one way or another. BDS is a campaign of hate that has ties to HAmas and seeks to boycott Israel out of existence," Smokler said. "Another NBI would direct the NEA to send out propaganda to all members that deny any connection between anti-Zionism and antisemitism. Israel is the indigenous homeland of the Jewish people, who have lived there continuously for over 3,000 years. Denying Jews the right to self-determination in their homeland is antisemitic, full stop."

Smokler pointed to public NEA statements since October 7 and accused the organization's leaders of trying "to play both sides."

In her first communication addressing the Hamas attack and its aftermath, NEA president Becky Pringle, after condemning the terrorism and calling for "a renewed sense of urgency in resolving this ongoing conflict" in response to Israel's retaliatory war, argued that the U.S. is "long overdue for a serious conversation about the rise in both antisemitism and Islamophobia on campuses and across our soeciety."

Pringle pointed at former president Donald Trump as the reason behind "the rise in antisemitism, racism, and Islamophobia."

The NEA leader called for a ceasefire on December 8, a sentiment the union's board of directors reaffirmed in February.

Smokler told NR that StandWithUs has "heard from many Jewish members who were irate" about the NEA's decision to include in its antisemitism resources a document that does not describe the denial of Israel's right to exist as antisemitic.

He also mentioned that StandWithUs will hold a counter-protest at the same time as an Educators for Palestine rally in support of the anti-Israel resolutions. StandWithUs and those involved with the counter-protest will urge NEA delegates to "vote NO on the antisemitic NBIs."

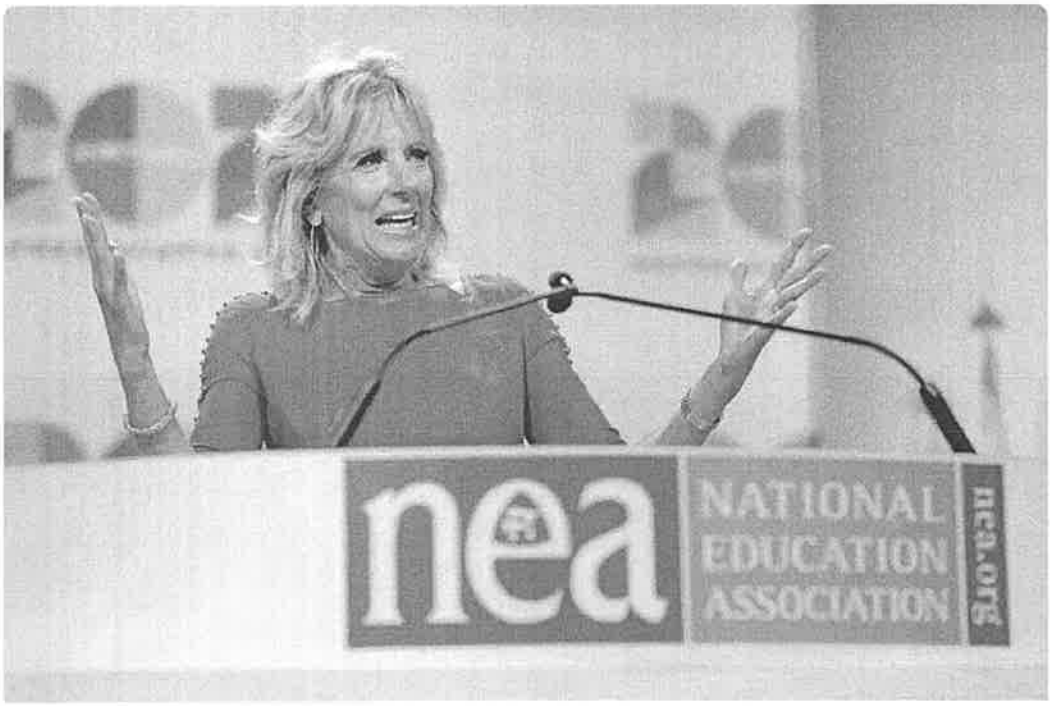
National Review contacted the NEA for comment on the anti-Israel resolutions but did not receive a response.

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Teachers union vote surrounded by protests and accusations of antisemitism

Story by Peter Cordi, Washington Examiner • 15h • 3 min read



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Teachers union vote surrounded by protests and accusations of antisemitism
© Provided by Washington Examiner

The National Education Association will vote on several new business items in Philadelphia, Pennsylvania, on Wednesday that are the subject of protests and accusations of antisemitism.

Educators for Palestine organized a rally in support of pro-Palestinian initiatives set to occur during the NEA's annual Representative Assembly, and StandWithUs responded with a "counter-rally" coinciding with the pro-Palestinian demonstration to voice their concerns with the NBIs.



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The two groups are scheduled to begin their rallies at 4:30 p.m. Delegates will be voting on items during the assembly, which will run from 10 a.m. on Thursday to 6 p.m. on Sunday.

Eleven items spark protests and counterprotests

There are at least 11 NBIs causing controversy. Of the 13 obtained by the National Review, StandWithUs mentioned five, including three set to be voted on that call for the NEA to align itself with boycott, divestment, and sanctions initiatives, one asking the NEA to deny the connection between antisemitism and anti-Zionism, and one calling for the NEA to promote Palestinian narratives about the founding of Israel.

SWU, an international education organization that supports Israel

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NBIs as "antisemitic and anti-Israel" ahead of the assembly. The statement said the NBIs would "not only harm Jewish members, but also undermine the integrity of public education."

Related video: Anti-Israel protests, college chaos is 'frightening' to young voters: Eyal Yakoby (Fox Business)



"This rally is a way for us to voice our concerns and stand in solidarity with Jewish educators and students who deserve a safe and inclusive environment," David Smokler, SWU director of K-12 education outreach, told the Washington Examiner. "By gathering publicly, we can highlight the urgent need for the NEA delegates to reject these biased proposals and reaffirm its commitment to an unbiased, fact-based education for all."

"We believe that organizing a rally in front of the convention center during the NEA Representative Assembly is essential to bring attention to the deeply troubling nature of these antisemitic and anti-Israel New Business Items," Smokler added.

The Washington Examiner reached out to both pro-Israel and pro-Palestinian rally organizers.

The Philadelphia Police Department is aware of "two separate groups' intent to protest/counter protest" in the 1200 Arch area outside the convention center, a spokesperson confirmed to the

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the scene to "mediate disputes" and prevent hostilities from boiling over to the point of danger, and the police will also have "bike cops" present because they're effective at "getting in the middle of opposing groups," according to police.

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"PPD will be there to support 1st Amendment expression by both sides, while keeping everyone safe," the spokesperson said, adding that the police will "ensure traffic safety if the protestors march."

Not the first National Education Association controversy
The 2024 delegate meeting isn't the first National Education Association Representative Assembly to see contention over NBIs targeting Israel.

In 2021, one NBI called for "support for the Palestinian struggle" and demanded that the United States cut off support for Israel. Another called for the NEA to partner with No Way to Treat a Child, a campaign run by leaders tied to the Popular Front for the Liberation of Palestine, a U.S.-designated terrorist organization. StandWithUs condemned these NBIs as well.

The National Education Association is the largest labor union in the U.S. It represents public school teachers, support personnel, college faculty and staff, retired educators, and college students preparing to become teachers. NEA's PAC overwhelmingly donates to Democratic candidates and causes, according to OpenSecrets data.

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The union, of which first lady Jill Biden is a member, has endorsed President Joe Biden and has worked to get him reelected. Earlier this year, however, a rank-and-file campaign within NEA demanded Biden stop aiding Israel and pushed for the union to rescind their endorsement of him until their anti-Israel demands were met.

CLICK HERE TO READ MORE FROM THE WASHINGTON EXAMINER

"It is critical that the NEA hears from the community and understands the real-world impact these NBIs could have on fostering division and discrimination in our schools," Smokler said. "This rally provides an opportunity for delegates to see a large group of Jewish people, hear directly from them, and engage in meaningful discussions about these critical issues."

The Washington Examiner reached out to the National Education Association for comment.

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Jun 24 3 min read

StandWithUs Condemns Antisemitic and Anti-Israel New Business Items Proposed at NEA Representative Assembly



(Philadelphia, PA – June 24, 2024) – StandWithUs strongly condemns multiple antisemitic and anti-Israel New Business Items (NBIs) that have been introduced ahead of the National Education Association (NEA) Representative Assembly. The assembly, which brings together over 6,000 delegates from across the United States will take place in Philadelphia from July 3-7, 2024.

"As a former public school educator and teachers' union officer, I urge NEA leaders and delegates to take a decisive stand against antisemitism and anti-Israel bias within their ranks," said David Smokler, Director of K-12 Educator Outreach at StandWithUs. "The NEA must ensure a safe and inclusive environment for all educators and students, and maintain public trust in what is being taught in our classrooms. Passing antisemitic and anti-Israel resolutions would not only harm Jewish members, but also undermine the integrity of public education."

States Roz Rothstein, co-founder and CEO, "Since our inception in 2001, StandWithUs has been working tirelessly to keep educational institutions free from hatred and bias and encourage critical thinking and respect for diverse perspectives. We will continue to support Jewish educators and allies in teaching the truth about Israel especially at this critical time when disinformation is rampant and antisemitism is on the rise."

Several proposed NBIs promote hate and misinformation. Three NBIs call for the NEA to align itself with Boycott, Divestment, and Sanctions (BDS) in various ways. BDS seeks to shut down Israeli-Palestinian cooperation, silence mainstream Jewish and Israeli perspectives in educational institutions, promote boycotts of Israeli goods and the severing of ties with Israeli institutions, all with the ultimate intention of ending Israel's existence.

Another proposed NBI demands that the NEA officially deny the connection between bigotry against Jews and anti-Zionism. Anti-Zionism is an ideology that opposes Israel's existence and seeks to strip away Jewish rights to self-determination in their ancestral home. According to multiple studies, the vast majority of American Jews consider Israel an important part of their Jewish identity and see denying Israel's right to exist as antisemitism. The NEA must recognize the lived experiences of the Jewish community, fight antisemitism in all its forms, and reject any effort to shield hate groups from accountability.

There is also an NBI calling for the NEA to promote Palestinian narratives about the Nakba – an Arabic term meaning "catastrophe" which is used to describe the founding of Israel, Israel's victory against invading Arab forces in the 1948 War, and the tragic refugee crisis that ensued. There is no factual context, such as Palestinian leaders and Arab states rejecting a two state solution proposed by the UN and choosing all out war instead. Nor does the NBI include any Israeli experiences or perspectives regarding the 1948 War. The NEA has a responsibility to help teachers educate about such controversial issues in an accurate and balanced way, instead of promoting narrow political agendas or propaganda.

As the largest teachers union in the United States, the NEA has a significant influence on educational policies and practices. Before and especially after the atrocities of October 7th, a number of local and state NEA union affiliates have been embroiled in major controversies regarding antisemitism and anti-Israel bias. In some cases, this has resulted in Jewish families moving their children to different school districts with a less hostile learning environment.

About StandWithUs

StandWithUs (SWU) is an international, nonprofit, and non-partisan Israel education organization that works to inspire and educate people of all ages about Israel, as well as challenge misinformation and fight against antisemitism.

Through university fellowships, high school internships, middle school curricula, conferences, materials, social media, educational films, and missions to Israel, StandWithUs supports people around the world who want to educate their schools and communities about Israel.

Founded in 2001 and headquartered in Los Angeles, the organization has chapters and programs throughout the U.S., Israel, the UK, Canada, Brazil, Argentina, the Netherlands and Australia.

For the last eleven years, StandWithUs has consistently received the highest possible ratings from Charity Navigator and GuideStar, two charity watchdog groups that assess hundreds of thousands of charities in the United States.

www.standwithus.com and www.facebook.com/standwithus and www.twitter.com/standwithus and www.instagram.com/standwithus.com

EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN
TO THE UNITED STATES HOUSE OF REPRESENTATIVES
COMMITTEE ON EDUCATION AND THE WORKFORCE
SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 11

Educational Resources on Palestine

Gathered & Created by Members of the Oakland Education Association

The liberation of the Palestinian people is a complex topic, just as all history is complex, and we encourage educators to educate themselves before teaching these materials in the classroom. Oakland Educators have worked to find resources, by reputable organizations or individuals, that are relevant to the current events in Gaza.

We reject the majority of the lessons shared by Oakland Unified School District, but have kept a few that provide students access to factual information and empower them to think critically. Click here to see an explanation about how OUSD's lesson plans are biased and not appropriate to be the sole representation of this topic.

We have also worked to make these resources accessible, standards based and appropriate by grade level, with choices so that educators can choose what feels right to their classroom and community. Use the links above to quickly navigate to resources for your grade level.

If you have any questions, please respectfully email oeaforpalestine@gmail.com. If you are participating in the teach-in, please fill out this google form to connect with the organizers.

As we bring awareness to the Palestinian struggle for liberation, let us also teach into the joy and pride of the Palestinian people.
Music | Poetry | Basra Card Game | Food | Art | Dance the Dakba

NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Lower Elementary School, TK-3rd

Lesson Plan	Key Topics	Duration	Additional Resources	Source
Baba, what does my name mean? Lesson plan	common connections, identity	45 min	Youtube Read Aloud Sora Book All About Me- Worksheet	Oakland Teachers
P is for Palestine read aloud	Alphabet book	6 min		Oakland Teachers
Read Alouds and Art Making Lessons	Social action	60-90 min	*'Counting Up the Olive Tree' needs to be bought Read Aloud Book: Grandma's bird	Teaching While Muslim
Handala's Return: A Children's Story and Workbook	Joy, history, refugees	27 pages, 10 interactive activities		Palestinian Feminist Collective
Picture Books	Variety	Ongoing		Oakland Teachers

Upper Elementary School, 3rd-5th

Lesson Plan	Key Topics	Duration	Additional Resources	Source

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Part A: Where is Palestine? What is Zionism?	Maps, root causes, history	50 min	Slides Worksheet: PDF Centers: PDF	Oakland Teachers
Part B: How are Palestinians human rights being infringed upon?	Human rights, current events	50 min	Slides Worksheet*: PDF *It's a jigsaw worksheet so there are 4 different versions	Oakland Teachers
Sitti's Bird: A Gaza Story, read aloud and discussion	Borders, feelings, dreams	45 min	Sitti's Bird Read Aloud YouTube Artist Malak Mattar on Confronting Trauma in Art	Teaching for Palestine
Farah Rocks: book series about a strong Palestinian- American girl	Being treated in a positive way	Apx 150 pgs 600-750 Lexile	Farah Rocks Coloring Sheet	Oakland Teachers
Beyond Aladdin: Media Literacy and Stereotypes About Arabs (Google Drive)	Art and social studies	2hr	VIDEOS: Rent Aladdin- $3.99 Looney ToonesAli-Baba Bound Bugs Bunny Hair-Abian Nights	Arab American National Museum
Olives and Ordering Decimals	Ordering decimals	90 min	TWM- Olives and Ordering Decimals	Teach for Palestine

Middle School

Lesson Plan	Key Topics	Duration	Additional Resources	Source
Colonialism, in Regards to Palestine	Land, culture, politics	45 min	Notetaker	Oakland Teachers

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Music | Poetry | Basra Card Game | Food | Art | Dance the Dakba

NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

July 10th, 2023, Excessive Use of Force in the West Bank	Video, current events, discussion	20-50 min	Questions worksheet Extended Reading: Amnesty International	PBS
Palestine Overview Worksheets	Genocide conflation, territory, maps	50 min		Oakland Teachers
Poet Mahmoud Darmish and his poem 'Prison Cell'	Poetry, freedom	15min>	Poems for Peace by UNICEF Mending Wall by Robert Frost	Zinn Project Education
The Gaza Strip: A Key Point in the Israeli-Palestinian Conflict	Spanish and English 600L-1200L	30 min		Newsela
Determined to Stay: A Case Study	Apartheid , Zionism Settler	50 min	Text Set for DTS Jigsaw Sora Book Slideshow	Teach Palestine
The Palestine Academy, digital space about Palestine	Research, activism, social media	ongoing		The Palestine Academy

High School

Lesson Plan	Key Topics	Duration	Additional Resources	Source
Manifest Destiny and Settler Colonialism	Compares colonialisms	50 min	Graphic Organizer	by Coalition for Liberation

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Settler Colonialism Worksheet	Vocab, visual literacy, history	30-50 min		by Teaching While Muslim
PBS Lesson Plan Heart of Jenin	*some outdated with recent events*	2-45 min classes	The Gifts of Life \ In Search of Peace \ The Israeli-Palestinian Conflict	PBS, suggested by OUSD
Independence or Catastrophe? Teaching Palestine Through Multiple Perspectives	History, visual literacy	90 min	Document Analysis and Guided Questions	Rethinking Schools
Palestine + Israel Digital Notebook	Vocab, history, essays	90 min	Amnesty Intl, Israel's 50 yr Occupation NYT Article Voices from Gaza NYT Article Golan's Story	By an Oakland teacher
Gaza Unlocked: A Collection of Essays	Youth essays	15 min>	Study Guide	
Both Sides of the Fence: The West Bank Security Wall in the PalestinianIsraeli Conflict	Occupation, walls, borders, critical thinking	45 min	This Way Up, Sneaking Over This Way Up, A Sons VisitIsraeli Settlers in the Occupied West Bank	PBS
History of Palestine and Zionism	Jewish diaspora, timeline	50 min	w/ speaker notes	By an Oakland Teacher

Art					
Visuals or Lessons	**Grade Levels**	**Key Topics**	**Duration**	**Additional Resources**	**Source**
Read Aloud and Make Art Lessons	Pre K-2nd	Lessons	60-90 min	*'Counting Up the Olive Tree' needs to be bought	Teaching While Muslim

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

				Read Aloud Book: Grandma's bird	
Art as Resistance: Stories from Palestinian Artist	Middle School High School	Lessons	Multiple Lessons	Lesson Plan Overview	Oakland Teachers
Silkscreen and poster files	All ages	Graphic Artwork Files	---		Artist, David Solnit
Palestine Poster Project	All ages	Graphic Artwork Files	---		Palestine Poster Project Archive
Pinwheel Project	All ages	Art project to honor those lost	30 min+prep	Homemade Pinwheels	Gaza Unlocked
Just Seeds Free Palestine Graphics	All ages	Graphic Artwork Files	---		Just Seeds

Films (continued to the next page)

Film	Grade Level	Key Topics	Duration	Additional Resources	Source
Gaza, Portraits of resilient characters amidst rubble	16+	resilience	1h31min		By Amazon on FreeVee
I am from Palestine	elementary	first day of school	6 min	Longer Lesson	Teaching While Muslim

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Gaza Fights for Freedom	High school (with content warnings only)	The Great March of Return, history of resistance	1h23min	photo of content warnings by timestamp	
Why Palestinians Protest Every May 15th	Upper middle-high	History of Nakba	16 min.	Discussion Questions and Reflection Practices	Vox, with Worksheet by Oakland Teachers
Documentary Promises	Not Rated	Multiple perspectives	1h46min	$3.99 on Apple TV	Oakland Teachers
How the Watermelon Became a Symbol of Resistance	Middle School +	Art as resistance	3 min		Oakland Teachers
The Present (short film) - Netflix, Amazon Prime	Mature Audiences	Living under occupation	24 min		
Why is Israel called an apartheid state?	Middle School +	Israel apartheid	5 min		
Panel discussion: Abolition Means No More War	Upper high school	Prison/Police Abolition, Apartheid	1h31min		Critical Resistance
5 Broken Cameras		Follow a palestinian family for 5 years	1h30min		
Israel-Palestine Conflict Explained	Middle School +	History of the conflict	10 min.		VOX

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

8 preguntas sobre el conflicto entre israelíes y palestino	Middle School +		7 min	Colonos israelíes e intifada	BBC Mundo
Farha	TV-14	Palestinian girl's dream destroyed by the Nakba	1h31min		Netflix, Director Darrin Sallam

Social Emotional Support for Students and Educators		
Support	**Key Topics**	**Source**
Emotional Resources for Teachers	Wellness resources such as reduced priced healthcare and self care tips	OUSD Behavioral Health
How to Talk to Children About Conflict and War	8 tips to support and comfort children	UNICEF
Talking to Children About Violence	Spanish versions available on this website. Framing of what is age appropriate level of conversations and how kids will engage	National Assoc. of School Psychologist

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Let's Talk, Facilitating Critical Conversations with Students	Structures for Conversations, before, during and after. A guide for navigating a polarized classroom. questions and sentence starters for Secondary and Elementary.	Teaching Tolerance
Abolitionist Resources for Teachers	Abolitionist and Anti-Racist lenses for educators. Grant amounts for 2023 will be between $1,500-$3,000 per recipient	Abolitionist Teaching Network
Coalition for Liberation and Ethnic Studies (CLES)	Points of Unity and Guiding Principles about why teaching from these perspectives is important	CLES
Opinion Piece: Why teaching about Palestine Makes Everyone Safer	About supporting the well-being of all students, developing a healthy sense of identity, encouraging curiosity about divergent perspectives and teaching the skills needed to address conflict.	Nora Lester Murad

Extended Lesson Plans (continued to next page)

Film	Grade Level	Key Topics	Duration	Resources	Source
Teach for Palestine	All grades		endless		Teach Palestine
Extensive List from Teaching while Muslim	All grades		endless		Teaching While Muslim
An Inquiry into Power and Perspective in Palestine	6th grade	Power analysis	4 week unit		Teach Palestine

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Decolonize Palestine	Upper Grades		endless		
Zinn Project: Teaching About the Violence in Palestine and Israel	All grades		endless		Zinn Project
Gaza Unlocked	Upper grades	Resources, books, study guides, visuals	endless		American Friends Service Committee
Light in Gaza- FREE Ebook	AP- Adult			Light in Gaza Study Guide	Haymarket Books/ American Friends Service Committee
https://101.visualizingpalestine.org/	Middle school +	Math and Data Points	endless		VP101
Reading the Book Determined to Stay	7-12th	connections between the lives of youth in the US and Palestine	240 pages	Intro Text Set Graphic Organizer	Teach Palestine
Arab American Story Time	Elementary	Stories in English and Arabic	endless		Arab American History Mus
List of Books	Elementary		endless	Picture Books for Palestine	Crescent Moon
BLM at Schools: Teaching Palestine	All ages				BLM at Schools

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NAVIGATE	TK-3rd	3rd-5th	Middle School	High School	Extended Lessons	Social Emotional Resources	Union Resources	Art	Films

Know Your Rights and Union Support		
Support	**Key Topics**	**Source**
Educator Advocacy Rights from NEA		National Education Association
Oakland Educators for Palestine FAQ Slideshow		Oakland Teachers
FAQ for Members re Palestinian Liberation		Oakland Teachers

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EXHIBITS TO THE STATEMENT OF GLENN M. TAUBMAN TO THE UNITED STATES HOUSE OF REPRESENTATIVES COMMITTEE ON EDUCATION AND THE WORKFORCE SUBCOMMITTEE ON HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
HEARING: July 9, 2024

EXHIBIT 12

House Staff Against Apartheid (CIR-SEIU)

laborforpalestine.net/2024/05/05/house-staff-against-apartheid-cir-seiu/

By labor4pal

May 5, 2024

House Staff Against Apartheid





Whereas, labor unions are fueled by the power of collective worker action to confront and dismantle oppression, and have a long history of solidarity with the struggle for global liberation, and

Whereas, CIR has a rich history of standing for social justice and to matters that affect our members, patients, and communities, as well as a commitment to justice for all people, including standing in opposition to Apartheid South Africa and in solidarity with the NY Young Lords' occupation of Lincoln Hospital, and

Whereas, the UN defines apartheid as, "…similar policies and practices of racial segregation and discrimination as practiced in southern Africa" – as covering "inhuman acts committed for the purpose of establishing and maintaining domination by one racial group of persons over any other racial group of persons and systematically oppressing them," and

Whereas, the Israeli military has kept the Gaza Strip under a state of siege since 2007, and according to many international human rights organizations (including Amnesty International, Human Rights Watch and others), maintains an apartheid occupation against the Palestinian people, and

Whereas, the UN defines genocide as, "…acts committed with intent to destroy, in whole or in part, a national, ethnical, racial or religious group,:

Whereas, many US elected officials have encouraged Israel's escalation of violence against Palestinians, have pledged to support further increases in US military aid beyond the nearly $4 billion a year it provides to Israel, or have otherwise failed to call for a ceasefire, and

Whereas, CIR has resolved to advocate for expanding and ensuring access to healthcare for our patients and communities and to addressing underlying social determinants of health, including access to housing, food, and education,

Whereas, since October 7, Israeli forces have blocked the entry of essential medical supplies to the Gaza Strip, bombed hospitals and other medical facilities, killed and kidnapped healthcare staff, targeted ambulances and restricted access to aid, and destroyed essential infrastructure including housing and educational facilities, and

WHEREAS, CIR, SEIU, APWU, UAW 2865, UE, Teamsters, and many other unions have spoken out in solidarity with the Palestinian people, and

WHEREAS, Islamophobia, Anti-Semitism, hatred, and bigotry in all forms have no place in the fight for collective liberation, and

WHEREAS, many Jewish people are actively organizing on college campuses and in cities across the country in support of Palestinians and are demanding divestment from Israeli apartheid and genocide, and

WHEREAS, elected officials and the media continue to exploit fears of rising anti-Semitism and continually conflate anti-Zionist/anti-war organizing with anti-Semitism, and

WHEREAS, CIR residents who speak out in solidarity with Palestine have faced widespread institutional harassment and/or disciplinary action, and

WHEREAS, Boycott, Divestment, Sanctions (BDS) is a Palestinian-led movement for freedom, justice and equality. BDS upholds the simple principle that Palestinians are entitled to the same rights as the rest of humanity and calls for divestment from the Israeli military and institutions of oppression until they comply with international law, and

THEREFORE, be it resolved, that CIR rejects the conflation of anti-Semitism with anti-Zionism, and affirms in the strongest terms that there is no place for anti-Semitism, Islamophobia, hatred, or bigotry of any kind in our union, and

THEREFORE, be it resolved, that CIR calls on elected officials to:

- Oppose all existing and any future military aid to Israel until it complies with international law
- Call for an end to Israeli apartheid and the occupation and blockade of Palestinian land by Israeli military forces.
- Call on Israel to immediately restore water, power, and humanitarian aid to Palestine.

- Use all available legal means to pressure Israel to an immediate, permanent ceasefire including supporting sanctions, ceasing military aid, making public statements and media appearances, undertaking lobbying efforts and other advocacy actions of US elected officials through Regional COPE Boards, and

THEREFORE, be it resolved, that CIR will join likeminded labor coalitions who are calling for a ceasefire and will encourage other unions and labor councils to join our efforts as outlined above, and

THEREFORE, be it resolved, that CIR joins the international call for boycott, divestment and sanctions of Israel until it complies with international law and universal principles of human rights and will further support the BDS Movement by:

- Declining to endorse any candidate for political office that continues to support legislation that seeks to criminalize the BDS movement
- Calling on SEIU to divest the pension fund
- Encouraging their affiliated academic institutions to divest all resources, including but not limited to direct financial contributions, human capital, pension funds, and retirement programs such as 401K and intellectual property

THEREFORE, be it resolved, that CIR will provide legal and logistical support to staff and members in such cases that they suffer harassment, disciplinary action, or other forms of retaliation in response to free speech.

nea NATIONAL EDUCATION ASSOCIATION

Support a Cease-Fire in the Middle East

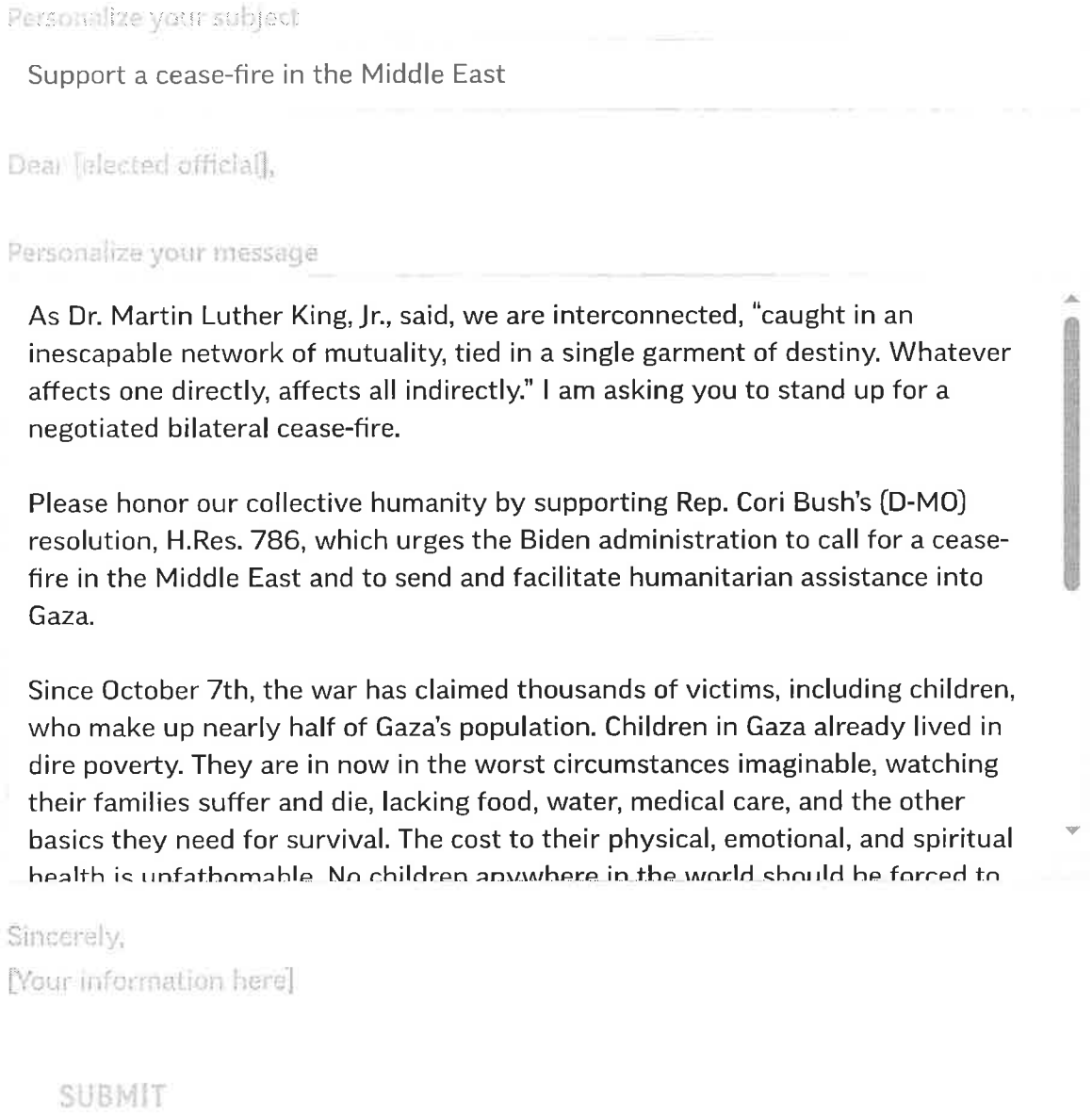
A resolution in Congress calls for a negotiated mutual cease-fire between Israel and Hamas that also includes the release of all hostages and the provision of humanitarian aid in Gaza.



SHARE

TAKE ACTION

Tell Congress to pass the resolution calling for a mutual cease-fire between Israel and Hamas and facilitate humanitarian aid for Gaza.



On October 7th, Hamas conducted a horrific and unprecedented attack on Israel, committing atrocities especially among women and children and taking hostage over 250 individuals. Since then, the current war in the Middle East has claimed thousands of victims—including children, who make up nearly half of Gaza's population.

As educators, we believe this war must end. We ask our elected leaders to support a negotiated bilateral cease-fire. The people of Gaza and Israel have the right to exist in nonviolence, and the children of Gaza have the right to live and learn in peace, security, and freedom.

House Resolution 786, introduced by Rep. Cori Bush (D-MO), urges the Biden administration to immediately call for and facilitate "de-escalation and a cease fire to urgently end the current violence and...to promptly send and facilitate the entry of humanitarian assistance into Gaza." Urge your senator and representatives to support this resolution.

National Education Association
1201 16th Street, NW
Washington, DC 20036-3290

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1199SEIU, NATION'S LARGEST HEALTHCARE UNION, CALLS FOR GAZA CEASEFIRE

December 15, 2023

The Executive Council of 1199SEIU, the highest elected body of the union, releases the following statement:

"1199SEIU calls for the immediate cessation of hostilities in the Gaza Strip, to allow for urgent humanitarian relief amid the collapse of the territory's health and other infrastructure. We reiterate our unequivocal condemnation of Hamas' attack on October 7, the killings, use of sexual violence as a weapon of war, and kidnappings of Israelis and foreign nationals. We demand the immediate and unconditional release of all hostages taken by Hamas and the end to indiscriminate rocket attacks against Israel.

"As healthcare workers, we are deeply troubled by the worsening health and humanitarian crisis in Gaza. Food, water, and medicine are urgently needed to save the lives of Palestinian civilians caught up in this conflict. We reject the notion that Israel's attacks on hospitals filled with patients[1][2][3][4], apartment blocks filled with families, and the deaths of 11,000+ Palestinian women and children are acceptable collateral damage. We urge an immediate ceasefire.

"International humanitarian law and the laws of war must be upheld without exception, which include the inviolability of healthcare facilities. War crimes committed by one side of the conflict cannot and do not serve as justification for crimes and breaches of the Geneva Conventions by the other.

"The world community and all parties involved must commit to negotiating a permanent, just resolution to this conflict which will enable Israelis and Palestinians to live in peace and build a future. Anti-Semitism and Islamophobia must be rejected in all forms as we come together to support survivors, families, and communities facing incalculable trauma."

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[1] **https://www.who.int/news/item/04-12-2023-who-appeals-for-protection-of-the-health-system-from-further-attacks-and-degradation-of-its-capacity (https://www.who.int/news/item/04-12-2023-who-appeals-for-protection-of-the-health-system-from-further-attacks-and-degradation-of-its-capacity)**

[2] **https://www.hrw.org/news/2023/11/14/gaza-unlawful-israeli-hospital-strikes-worsen-health-crisis (https://www.hrw.org/news/2023/11/14/gaza-unlawful-israeli-hospital-strikes-worsen-health-crisis)**

[3] **https://www.btselem.org/gaza_strip/20231207_humanitarian_catastrophe_as_policy**

Exhibit 2 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism



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Jewish educators in NYC say they're leaving teacher union due to antisemitism

Story by Luke Tress • 2h • 2 min read Summarize



Jewish educators protest outside the United Federation of Teachers in New York City, August 28, 2025. (Luke Tress/Times of Israel)

Several dozen Jewish activists gather outside the office of a leading teachers union in New York City to protest against alleged antisemitism by the union. The protest takes place outside the office of the United Federation of Teachers in lower Manhattan.

Jewish teachers hold signs that say, "UFT leadership: Failing Jewish students. Failing New York," and, "Educate against hate." The protesters chant "Enough is enough."

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Some of the protesters are UFT members who wear the union's shirts, but write, "UFT doesn't represent me" on the back of the shirts.

The activists accuse the UFT of a "pattern of silence and inaction that has eroded trust with Jewish teachers, students, and parents," such as endorsing New York City mayoral candidate Zohran Mamdani, a harsh critic of Israel.

Karen Feldman, co-founder of the New York City Public School Alliance, an advocacy group established after Hamas's October 2023 attack on Israel, says she was a union member for 26 years before leaving due to antisemitism.

"We are gathered here today because students and educators in New York City public schools no longer feel safe," she says, citing incidents in which a Jewish teacher was surrounded in a cafeteria and derided as a "Zionist," the slogan "From the river to the sea" posted in a hallway, and a Jewish student group that was excluded from student equity meetings.



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Moshe Spern, a history teacher with the United Jewish Teachers group, shows the crowd a stack of about 50 opt-out letters from Jewish union members who are leaving the union in protest. He says another 100 educators have reached out to him about leaving.

"Why is the Jewish community always ignored? Just talk to us, stand up for us," he says. "We'll come back to this union, we're not done, we believe in the union, but only when the union wants to make a difference for Jewish educators, all educators and our students."

The protesters demand the UFT adopt the IHRA definition of antisemitism; ban classroom content that demonizes Jews, Zionism or Israel; provide antisemitism training to UFT members; retract endorsements of politicians who "normalize antisemitic slogans," such as "Globalize the intifada" — a reference to Mamdani; and audit UFT materials for antisemitism.



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The protest is organized by an array of groups opposing antisemitism and bias in schools, including the New York City Public School Alliance, the Lawfare Project, EndJewHatred, Parents Against Antisemitism and SAFE Campus for Equality.

The post Jewish educators in NYC say they're leaving teacher union due to antisemitism appeared first on The Times of Israel.

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Exhibit 3 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

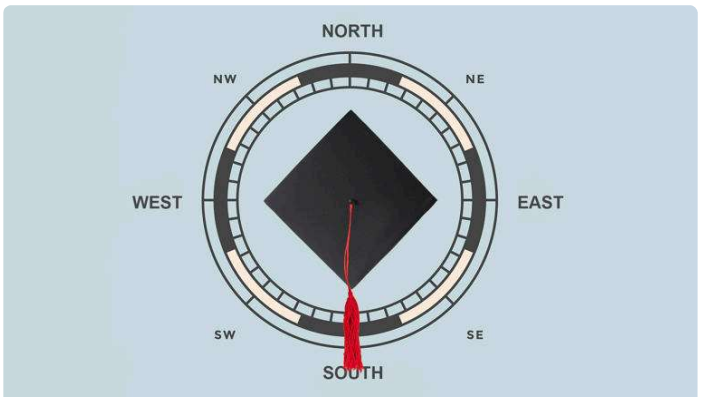


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College-Age Jews Are Heading South

Opinion by Rose Horowitch • 1h • 9 min read Summarize



College-Age Jews Are Heading South
© Illustration by The Atlantic. Sources: Getty.

Jewish college students are going south.

Even before the Ivy League upheavals of the past two years, Jewish students had been slowly drifting away from the elite campuses of the Northeast. Now, as some seek respite from the protest movement that erupted after the Israeli response to the October 7, 2023, Hamas invasion of southern Israel, the drift has become more like—sorry—an exodus. And selective colleges outside the Northeast, sensing an intensifying disdain for Ivy League schools among Jewish teens and their parents, are tripping over one another to recruit these students.



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The recent wave of anti-Israel campus activism, and accompanying incidents of anti-Semitism, have mostly taken place at a small number of hyper-selective schools. And high-school seniors have noticed. The population of Jewish undergraduates at Harvard, Columbia, Cornell, and the University of Pennsylvania shrank by 3 to 5 percent from 2023 to 2025, according to data gathered by Hillel, the national Jewish student organization. (Only Hillel tracks these numbers, because colleges generally don't monitor religious affiliation.)

Of course, many Jewish students still apply and get admitted to the Ivies, and anyone who gets into these top colleges is still very likely to attend. But anecdotal reports suggest that a significant number of high-achieving Jewish teenagers are deciding not to apply to them at all. In Hillel's 2024 survey of 427 Jewish parents, nearly two-thirds said that they had eliminated a college from their child's application list because of concerns about anti-Semitism. And nearly every rabbi and professor I spoke with for this article knew students who, once admitted to an elite northeastern college, opted to go somewhere they perceived as more welcoming. Ramaz, a Modern Orthodox school in New York, usually sends more than a dozen graduates to Columbia each year. Last year, it sent zero.



Key consideration...

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To selective colleges elsewhere in the country, the situation presents an opportunity to poach talented Jewish students who might previously have gone to an Ivy League (or so-called Ivy Plus) school. These schools have cracked down on protests and taken pains to differentiate themselves from their Northeast peers. "We absolutely are hearing from our administration partners at strong schools in the South and Southwest that they want to take advantage of this moment to recruit top Jewish students," Adam Lehman, the CEO of Hillel International, told me. "And, by the way, they're succeeding." Vanderbilt Chancellor Daniel Diermeier told me, "We want to create a place where there's thriving Jewish life, just like we do for all the other students. But again, it's particularly salient right now because of the contrast with other universities."

[Rose Horowitch: The elite-university presidents who despise one another]

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Historically, one or two Ramaz graduates in a given year would apply early-decision to Emory University, the head of Emory's Chabad chapter told me. Last year, 12 did. (Chabad is a Hasidic group that focuses on outreach to nonobservant Jews.) Jewish-student interest in Emory, as well as in Vanderbilt, has more than doubled since October 7, 2023, rabbis at the universities told me. Vanderbilt's Hillel had to hire new staff to host all the prospective students who wanted tours; the university's undergraduate Jewish population has grown by 20 percent in the past two years. The University of Florida's Hillel chapter experienced a 50 percent increase in student participation from 2021 to 2025. Clemson University—a South Carolina school not often associated with vibrant Jewish student life—saw its Hillel grow fourfold over the same period. Southern Methodist University, near Dallas, now appears to have more Jewish students than Harvard, Hillel data show.

These colleges are recruiting Jewish students not out of pure munificence or southern hospitality, but because it can be very good for their bottom line. "Jewish families are historically philanthropic and give back, Jewish students are more likely to pay full tuition, and having a substantial percentage of Jewish students helps create a more successful university environment," Mike Uram, a Jewish nonprofit leader and the former head of the University of Pennsylvania Hillel, told me. This strategy was once used by Ivy League colleges to rise in the rankings. Now southern schools are running the same playbook.

The history of Jews in the Ivy League is long and tumultuous. The universities capped the number of Jewish students they admitted from the 1920s to the '60s. According to former Harvard President A. Lawrence Lowell, this was for Jews' own good: "The anti-Semitic feeling among the students is increasing, and it grows in proportion to the increase in the number of Jews," he wrote in 1922, by way of justifying discrimination. To keep that number under control, admissions offices emphasized "character," a code word for WASPiness. But in the following decades, Jews—who make up only about 2 percent of the U.S. population—reached a representation of 20 times that on some Ivy campuses. The achievements of Jewish academics, and donations from Jewish alumni, helped place America's top universities among the best in the world. By the turn of the century, according to Hillel, UPenn was one-third Jewish.

That didn't last. In 2010, the University of Pennsylvania was about 20 percent Jewish, and six years later, 13 percent. Hillel data suggest that Yale, Harvard, and Columbia also all saw significant declines in their Jewish population from 2015 to 2023. Dartmouth and Princeton, which enrolled fewer Jews to begin with, saw their shares drop a few percentage points too. (The dynamic wasn't universal; at Brown and Cornell, the Jewish population grew over the same period.) Leonard Saxe, a social-policy professor at Brandeis University, attributes much

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focus on recruiting first-generation, international, and racial-minority students.

At the same time, southern colleges began courting Jewish students in an effort to raise their academic standing. Schools such as Duke, in North Carolina, and Vanderbilt, in Nashville, built out their Kosher dining halls and Jewish-studies programs. "Yes, we're targeting Jewish students," then–Vanderbilt Chancellor Gordon Gee said in 2002. "That's not affirmative action. That's smart thinking." Tulane, in New Orleans, pioneered this tactic; its undergraduate population is now 40 percent Jewish, according to Hillel. ("We're not trying to recruit Jewish students per se," Tulane President Michael Fitts says, "but we're trying to create a supportive community, and we will act affirmatively against anti-Semitism and other forms of discrimination.")

[Franklin Foer: The golden age of American Jews is ending]

The chaos on left-leaning campuses during the 2023–24 academic year gave southern universities the recruitment opening they had been waiting for. At Harvard, protesters accosted an Israeli American student who later sued the university for allegedly not disciplining his attackers. At Columbia, 13 Jewish students told the student newspaper that they'd faced attacks or harassment in the days after October 7. The percentage of Ivy League Jewish students who reported censoring their opinions multiple times a week rocketed from 13 percent in 2023 to 35 percent the next year, according to a survey by the Foundation for Individual Rights and Expression (FIRE).

Some Jewish students began looking for a way out. In October 2023, Lauren Eckstein was attending Pomona College, in California, one of the few elite liberal-arts colleges on the West Coast. The day after the Hamas attack, pro-Palestinian student groups released a post justifying the violence. A few weeks later, several of Eckstein's professors, including much of the history department, signed on to an anti-Israel letter arguing that "the ongoing violence and terror inflicted by the Israeli state must be understood in the context of this settler-colonialism and Israel's apartheid regime," and that "condemnations only of specific acts of violence perpetrated by Palestinian armed groups can serve to disavow the roots of violence." Her grandparents had recently made a $1.2 million donation to Pomona, but she nevertheless decided to look into finishing her degree elsewhere.

Around the same time, Washington University in St. Louis opened a midyear transfer program. Andrew Martin, the university's chancellor, released a statement touting his campus's tough response to protests that violated university policy. When protesters set up an encampment, for example, WashU swept it within hours. "We had no tolerance," Martin told me. Daniel Diermeier, the Vanderbilt chancellor, issued a similar statement. The University of Florida, meanwhile, started a program on Jewish classical education. Clemson University launched a partnership with Israeli universities.

"Jewish students add value to a campus community in terms of their academic work, in terms of their overall commitment to elevating campus life through community service and partnerships, and through the way they stay connected to their alma maters—including

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as donors," Lehman, the Hillel CEO, told me. Publicly, the leaders of these southern universities say that these choices are simply the right thing to do. But talk to administrators in private, and it becomes clear that they see in the struggles of elite northern universities a chance to steal away students who can help make their campuses more competitive.

It might be working. "From what I hear, the overall consensus is that the top schools for Jewish students to go to now are WashU, Emory, Vanderbilt, Tulane," Eckstein told me. "It's very different than when I was younger and so many Jewish students wanted to go to the Ivy League." She said that she'd transferred to WashU so that she could fully focus on her studies and extracurriculars. I heard this sentiment over and over from Jewish leaders at southern schools; they told me that students chose their university because it gave them the opportunity to be apolitical. "It's not so much that they want to go to a school that's pro-Israel," Zalman Lipskier, the head of Chabad at Emory, told me. "They just want to be left alone and be able to pursue their education, and pursue their goals and dreams without having to worry about if they're going to get sucker-punched or harassed on their way to class."

Whether such worries are wholly realistic is up for debate. The line between criticism of Israel and anti-Semitism is nearly always contested; the anti-Israel protest movement on some campuses counts many Jewish students among its ranks. Meanwhile, southern colleges are becoming more popular with northeastern students of all backgrounds. No doubt some Jewish students have opted out of the Ivy League simply because they think the South is the place to be.

Even so, an atmosphere of fear has clearly taken hold among many Jewish families. Jewish leaders at Columbia, Harvard, and Yale told me that just about every parent of a prospective student asks if their child will be safe on campus. (Here I will resist the temptation to make any quips about Jewish moms.) Of course, the parents who reach out to campus rabbis in the first place are a nonrepresentative subset of Jewish families. Anxiety around anti-Semitism is concentrated among students who are religiously observant and more likely to participate in Jewish organizations, several of the rabbis told me.

Meir Posner, the head of Chabad at Yale, told me that he doesn't think Jewish students' physical safety is at risk on campus. But anti-Semitism shows up in subtler ways. "There is a perception that engaging or aligning oneself with any particular Jewish organization on campus is somehow an implicit political alignment," he said. Posner and other Ivy League Jewish leaders stressed that there are still thriving Jewish communities on their campuses. But they fear that if the decline continues, it will lead to a kind of doom loop.

That point is, by all accounts, still a long way off. So many Jews apply to Harvard that it could probably fill its entire freshman class with Jewish students if it wanted to. Michael Courtney, the director of college counseling at the Modern Orthodox school Salanter Akiba Riverdale Academy, in New York, said that even though more kids are looking at southern schools, the best students still tend to end up in the Ivy League. Columbia and Harvard are highly regarded among

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graduate schools and employers; his students don't want to cut themselves off from those opportunities. And many Ivy League campuses have taken steps to address anti-Semitism. Harvard, for example, recently promised to cover the cost of security for its Hillel chapter. In the most recent FIRE survey, 19 percent of Jewish students said that they often self-censor—closer to the 13 percent prior to October 7, 2023, than the 35 percent the year after.

[Franklin Foer: Can this man save Harvard?]

But holding back the competition will be difficult. The upstarts are sending recruiters to Jewish day schools in the Northeast, flaunting the strength of their Jewish communities in interviews and public statements, and portraying themselves as the antidote to Ivy League illiberalism.

Several close observers I spoke with believe that a durable realignment is under way. Jewish students being welcomed across the country is in many ways a good thing, of course. But the partnership between Jews and the Ivy League, which has been fruitful for both, might be coming to an end. "There is something very poignant, and maybe even sad, about seeing a community that was excluded for so long from fair participation in elite university life, and then overcame those barriers and flourished so much on those campuses—then seeing their numbers decline so precipitously afterwards," Mark Oppenheimer, a professor of religion and journalism, told me. "It was a great triumph of American opportunity that Jews sparked the explicit design of restrictionist, anti-Semitic admissions policies in the years after World War I, and then overcame them and really took to higher ed like no minority group ever had before." Oppenheimer taught for years at Yale. Now he's at WashU.

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'Jews Were Intensely Immersed in the Muslim World. There Was Movement Between the Religions'

Story by Shany Littman • 3d • 20 min read

'Jews Were Intensely Immersed in the Muslim World. There Was Movement Between the Religions'

For centuries the lives of Jews and Muslims in Arab lands influenced each other far more than we think – until the advent of nationalism

August 23rd, 10AM August 24th, 07AM

Reading verses describing the creation of the world in the second surah, or chapter, of the Quran, two Israeli scholars encountered a word that appears only once in that holy book: mosquito. "God does not shy away from citing the example of a mosquito, or anything above it," the text reads.

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Why, when the text is talking about the creation of the world, wondered Prof. Omer Michaelis of Tel Aviv University and Dr. Orit Malka of the Hebrew University of Jerusalem, is it necessary to

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Exhibit 4 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

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https://www.wsj.com/opinion/stanfords-graduate-student-union-tries-to-stifle-dissent-f7ff4072

OPINION COMMENTARY Follow

Stanford's Graduate Student Union Tries to Stifle Dissent

The university may fire me because I won't pay dues to a labor organization whose views I find repugnant.

By Jon Hartley

Aug. 29, 2025 4:27 pm ET



Stanford University campus in Stanford, Calif., March 28. PHOTO: JUSTIN SULLIVAN/GETTY IMAGES

I'm working as a teaching assistant while studying for a doctorate in economics at Stanford, but a campus union is trying to get me fired. The Stanford Graduate Workers Union wants my head on a plate because I refused to sign a membership form and pay dues. I won't fund an organization whose values and tactics I don't support.

Similar unions across the country are using their bargaining power not to improve working conditions but to coerce ideological conformity. This isn't solidarity; it's suppression. Shame on Stanford for going along with it.

In June, the union began seeking to bar graduate students who refuse to pay dues or agency fees from working as teaching or research assistants. That threat is now a

reality. The university has told me and several other teaching assistants that we will be fired unless we pay up.

At the University of Chicago, graduate students in a similar position have taken their union to federal court, arguing that forced support of the union violates their constitutional rights. In *Graduate Students for Academic Freedom v. Graduate Students United*, the plaintiffs—including Jewish students—say they are being compelled to fund a union that promotes the boycott, divestment and sanctions movement against Israel, a stance they view as antisemitic.

The graduate unions at both Stanford and Chicago are registered as local chapters of the United Electrical, Radio and Machine Workers of America, a national union that funds progressive activism. In 2015, it became the first national union to support the BDS movement. The Chicago lawsuit, filed in July 2024, invokes *Janus v. Afscme*, the Supreme Court's 2018 ruling that public employees can't be forced to subsidize political speech they disagree with. The Stanford Graduate Workers Union similarly adopted an anti-Israel statement in 2023.

At both Stanford and Chicago, union leadership insists that such coercion is routine—part of collective bargaining. But there's a world of difference between negotiating wages and punishing dissenters. When students are told they can't work, teach or study unless they pay dues to a political organization, it's no longer about labor rights—it's about freedom of association, conscience and speech.

Graduate students first formed a union at Stanford in July 2023, and the school signed a collective-bargaining agreement in October 2024 to avoid a strike. The agreement mandates financial support of the union as a condition of employment at the university. The national union supports progressive causes such as abortion, public subsidies for "gender-affirming care," and defunding the police. Because the union's advocacy contravenes my Roman Catholic faith, I am seeking a religious-objector accommodation under Title VII of the Civil Rights Act. Stanford claims qualification for such an accommodation is at the discretion of the union.

Campus labor groups once motivated by economic fairness are increasingly governed by ideological litmus tests. When students push back or refuse to participate financially, their academic futures are threatened. University administrators should stand up for their students and ensure that union membership and fee payments are voluntary, protect the ability of students to work and study regardless of political affiliation, and enforce constitutional safeguards on compelled speech and

association, especially at private institutions that contract with and receive grants from the federal government.

Graduate student unions can play a vital role in advocating for fair treatment. But they must not become engines of progressive coercion. Freedom to dissent—including from union politics—is foundational to the academic enterprise. No student should face financial retaliation for exercising that freedom.

Mr. Hartley is a doctoral candidate in economics at Stanford.

Appeared in the August 30, 2025, print edition as 'Stanford's Union Tries To Stifle Dissent'.

Videos

Exhibit 5 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

From: **MIT GSU** <dues@mitgsu.org>
Date: Mon, Jun 2, 2025 at 12:52 PM
Subject: Second Notice of Back Dues/Agency Fees Owed
To: FNAME <>

View this email in your browser

6/2/2025

RE: Second Notice of Back Dues/Agency Fees Owed

Dear .,

This is the second letter you are receiving because you have outstanding dues or agency fees, and/or have not authorized dues or agency fees to be deducted from your paycheck, and have not made other arrangements to pay dues or agency fees to UE Local 256, MIT GSU.

With this letter the union invites you to join the overwhelming majority of your coworkers and join UE Local 256 so that your voice and vote are included and counted as graduate employees work together to improve our workplace and to protect everyone's rights. You can join the union at https://member-portal.mitgsu.org/dues.

The collective bargaining agreement between UE Local 256 and MIT requires all bargaining unit employees to either join the union and pay dues or pay equivalent agency fees to the union. Actual membership in the union is not required. However, a non-member is required to pay agency fees by the end of the current

month in which the employee is working. You can sign up for payroll deduction of agency fees at https://member-portal.mitgsu.org/agency.

You are currently not listed as a member in good standing. According to Article 3 of the collective bargaining agreement between the union and MIT:

Section 1. Membership

Subject to applicable law, all employees of MIT covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment (i.e., appointment) remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Subject to applicable law, all present employees of MIT covered by this Agreement who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment (i.e., appointment), beginning on the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union an agency fee. The amount of such agency fee shall be established by the Union in accordance with applicable law, but in no event shall such fee exceed full union dues.

Section 4. Future Appointments

Non-payment of union dues or agency fees pursuant to Section 1 of this Article will result in the ending of an employee's appointment one week early during the

second appointment period for which the employee does not pay union dues or agency fees, with such periods understood to be September 1 through January 15, January 16 through May 31, and June 1 through August 31. The affected employee shall be eligible for a new bargaining unit appointment in a future appointment period, including the appointment period immediately subsequent to the second period referred to above.

The union's constitution states that union dues shall be 1.44% of gross pay per month per capita, or, if the union has not been provided with a bargaining unit member's documented pay information, 1.44% of gross pay of the highest-paid member per month per capita. The constitution further states that agency fees shall be set to an amount equivalent to union dues. The total monthly non-member objector financial core fee for the 2024 dues year is 1.14% of gross pay per month per capita, or, if the union has not been provided with a bargaining unit member's documented pay information, 1.14% of gross pay of the highest-paid member per month per capita.

The union does not have all of your documented pay information. As such, for the months that we do not have your pay information, your dues rate is 1.14% of gross pay of the highest-paid member per month per capita. You may provide your pay stubs to the union to have your dues rate adjusted to 1.14% of your actual gross pay per month per capita. To ensure your dues/fees are calculated accurately in the future, please fill out your union FERPA release available in the Atlas app. Since we have not yet issued Beck packets for 2025, we are only including months in 2024 below.

On 4/30/25 the union notified you of your contractual obligation to pay the union dues or agency fees. However, you have failed to make arrangements to pay the dues/agency fees that you owe to UE Local 256.

You currently owe UE Local 256 $398.73 in dues/agency fees. This breaks down as follows:

06/24, Amt Owed: $63.79; 07/24, Amt Owed: $63.79; 08/24, Amt Owed: $63.79; 09/24, Amt Owed: $51.84; 10/24, Amt Owed: $51.84; 11/24, Amt Owed: $51.84; 12/24, Amt Owed: $51.84

You may pay the amount you owe by check or money order, with payment made out to “UE Local 256” and mailed to UE Local 256 at 552 Massachusetts Ave #204, Cambridge MA 02139.

To pay future dues or agency fees owed, you can join the union and sign up for payroll deduction of dues at https://member-portal.mitgsu.org/dues. Otherwise, you can pay agency fees by signing up for payroll deduction at https://member-portal.mitgsu.org/agency. To pay by check or money order, the payment should be made out to “UE Local 256” and mailed to UE Local 256 at 552 Massachusetts Ave #204, Cambridge MA 02139. You may also pay by credit card or bank transfer at this link: https://tinyurl.com/mitgsu-pay.

If you fail to pay the arrears of $398.73, the union will take the necessary steps to enforce the union security clause of the collective bargaining agreement by requesting that your appointment be ended early. These are extreme steps we hope we would not have to take.

Please respond by July 1st, 2025 to dues@mitgsu.org to make arrangements to pay the amount you owe in back dues or agency fees and begin timely payment of future dues or fees.

If you have any questions or concerns about the amount you owe, please let us know at dues@mitgsu.org.

Sincerely,

Nadia Zaragoza
Vice President
UE Local 256 MIT GSU

Follow us on social media!

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Our mailing address is:

contact@mitgsu.org

UE Local 256 - MIT GSU

552 Massachusetts Ave #204

Cambridge, MA 02139

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Exhibit 6 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 01
Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 1002
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

August 28, 2025

Heidi E. Schneider, Attorney
Glenn M. Taubman, Attorney at Law
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
hes@nrtw.org
gmt@nrtw.org

Re: UNITED ELECTRICAL WORKERS AND UE LOCAL 256, MIT GRADUATE STUDENT UNION
(Massachusetts Institute of Technology)
Case 01-CB-356961

Dear Counselors:

We have carefully investigated and considered your charge that the above-named Union has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleged that the Union violated Section 8(b)(1)(A) of the Act by providing insufficient *Beck* information to meet its disclosure requirements.

The investigation disclosed that you received a packet of information from the Union after you notified them of your *Beck* objector status. In order to satisfy its notice requirement to objectors, a union must provide sufficient information to enable an objector to make a "reasonable judgment" whether to challenge the calculation. *Teamsters Local 443 (Connecticut Limousine Serv.)*, 324 NLRB 633, 634–35 (1997). Among the information provided to you was the percentage reduction in your dues and fees, the basis for the calculation, a listing of its major categories of expenditures (designating which ones it deems chargeable and nonchargeable), and information on your right to challenge those figures. *Teamsters Local 75*, 365 NLRB No.48 at 4 (2017). See also *California Saw & Knife Works*, 320 NLRB 224 (1995). Under these circumstances, the information supplied to you was wholly sufficient for you to decide whether to challenge the Union's calculations.

Accordingly, I am dismissing your charge.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. **See** User Guide. **A video demonstration which provides** step-by-step instructions **and frequently asked questions are also available at** www.nlrb.gov. **If you require additional assistance with E-Filing, please contact** e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me. The main telephone number for the Office of Appeals is **(202)273-3760**.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **September 11, 2025**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than September 10, 2025. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before September 11, 2025**. The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after September 11, 2025, **even if it is postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,



John D. Doyle, Jr.
Acting Regional Director

Enclosure

cc: Ellen Mcclintock, HR Department
Massachusetts Institute of Technology
77 Massachusetts Avenue
Cambridge, MA 02139

Margot Nikitas, Esq.
United Electrical, Radio and Machine
Workers of America
4 Smithfield Street, 9th Floor
Pittsburgh, PA 15222
margot.nikitas@ueunion.org

Sophie Coppieters T'wallant
UE Local 256, Mit Graduate Student Union
252 Massachusetts Avenue, Suite 204
Cambridge, MA 02139
gst@ueunion.org

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 01
Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 1002
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

August 26, 2025

Glenn M. Taubman, Attorney
Heidi E. Schneider, Attorney
National Right to Work Legal
Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
gmt@nrtw.org
hes@nrtw.org

Re: United Electrical, Radio & Machine Workers of America (UE) and UE Local 261 (Dartmouth College)
Case 01-CB-356898

Dear Counselors:

We have carefully investigated and considered your charge that the above-named Union has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that the Union violated Section 8(b)(1)(A) of the Act by: (a) enforcing "window periods" that limit when bargaining unit employees can claim *Beck* objector status; and (b) requiring bargaining unit members to opt-out of paying for non-representational activities, instead of opting in to making such payments

The investigation revealed insufficient evidence to support your charge. Specifically, the investigation established that you received a *Beck* rights notice from the Union which included a 30-day filing window to submit an objection. Your objection was not received by the Union until after the close of the 30-day filing window and was thus rejected as untimely. It is well-settled that unions may require nonmembers to register *Beck* objections during a specified annual 30-day window period. *California Saw*, 320 NLRB 224, 236 (1995) (one-month annual window period lawful except as applied to employees who resigned union membership after expiration of annual window period). See also *Transport Workers (Johnson Controls),* 329 NLRB 543 (1999) (Union can require window period for filing objections but can't impose new window period on those who resign after the window period has expired). When you submitted a timely objection during the

next window period, your objection was accepted. As for your contention that the Union's requirement that bargaining unit members opt-out of paying for non-representational activities violates the Act, this argument is unsupported by extant law. *Communications Workers of America v. Beck*, 487 U.S. 735 (1988); *California Saw*, supra.

Accordingly, I am dismissing your charge.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See User Guide. A video demonstration which provides step-by-step instructions and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me. The main telephone number for the Office of Appeals is **(202)273-3760**.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **September 9, 2025**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than September 8, 2025. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before September 9, 2025**. The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after September 9, 2025, **even if it is**

postmarked or given to the delivery service before the due date. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,



John D. Doyle, Jr.
Acting Regional Director

Enclosure

cc: Elora Greiner, President
GOLD-UE, Local 261
One Medical Center Drive
Rubin 7th Floor, HB 7937
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Margot Nikitas, Esq.
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Sara Lester, Chief HR Officer
Dartmouth College
Office of Human Recourses
7 Lebanon Street, Suite 203
Hanover, NH 03755

Exhibit 7 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

Cornell

David Rubinstein [redacted]

David Rubinstein Religious/Moral/Ethical Objection

Objections Processing <objections@ueunion.org> Tue, Jun 3, 2025 at 9:32 AM
To: David Rubinstein [redacted]
Cc: communications@cornellgradunion.org, CGSU Data <CGSU.data@gmail.com>

Good morning David,

Requests to be a religious objector are evaluated on a case-by-case basis by the UE national union. Please send a written request specifying your objection, with details regarding the nature of your religious belief and why you assert it prevents you from paying union dues/fees, including answers to the following questions:

1. Please describe your religious belief in detail and why you assert it prevents you from paying union dues/fees.

2. Are you a member of a particular religious denomination or faith group? If so, has this group historically held conscientious objections to joining or financially supporting labor organizations? Please describe.

3. Do you observe any specific religious tenets and practices which relate to your objection to paying union dues/fees?

4. Do you attend religious services? If so, please include the name and address of the organization sponsoring the services you attend and the name of the faith leader(s).

5. How long have you held your religious belief?

Please include your name, address, telephone number, and email address, and send your request via email to objections@ueunion.org or mail to:

Religious Objections
United Electrical, Radio & Machine Workers of America (UE)
4 Smithfield Street, 9th Floor
Pittsburgh, PA 15222

The UE national union will review your religious objection upon receipt and may have follow-up questions. After the review is completed, you will receive a written response.

On Mon, Jun 2, 2025 at 4:25 PM David Rubinstein [redacted]> wrote:

> Dear Mr. Dinkelaker, Ms. Lovely, and Dean Boor,
>
> Please see attached.
>
> Thank you,
> David Rubinstein
>
> --
> David Rubinstein
> Ph.D. Candidate, History
> Cornell University

--
Jordan Romanus
Membership Coordinator
United Electrical, Radio & Machine Workers of America (UE)
4 Smithfield Street, 9th Floor
Pittsburgh, PA 15222

Exhibit 8 To The Statement Of Glenn Taubman To The United States House Of Representatives Committee on Education and Workforce Subcommittee On Health, Employment, Labor and Pensions

Hearing: September 9, 2025 –
Unmasking Union Antisemitism

EEOC Form 5 (06/22)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: **EEOC** | Agency(ies) Charge No(s):

New York State Division of Human Rights and EEOC
State or local Agency, if any

Name *(indicate Mr., Ms., Mrs., Miss, Mx., Dr., Hon., Rev., etc.)*	Home Phone	Year of Birth
Mr. David Rubinstein c/o Alexander Ioannidis	703-321-8510	

Street Address, City State and ZIP Code: 8001 Braddock Road, Suite 600 Springfield, VA 22160

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No.
Cornell Graduate Students Union-UE Local 300 a/w United Electrical Workers	Unkown # of Employees; Appx 1,400 Members	

Street Address, City State and ZIP Code: 909 Tioga Street Ithaca, NY 14850 communications@cornellgradunion.org

Name	No. Employees, Members	Phone No.

Street Address, City, State and ZIP Code:

DISCRIMINATION BASED ON	DATE(S) DISCRIMINATION TOOK PLACE Earliest	Latest
Religion	6/3/2025	Continuing

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

See Attached

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

06/18/2025
Date

Charging Party Signature

NOTARY – *When necessary for State and Local Agency Requirements*

NYS - Onondaga County

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (*month, day, year*) 06/18/25

ANGELA K. EPOLITO
Notary Public, State of New York
Qualified in Onon. Co. No. 01EP6214945
My Commission Expires February 2, 2026

1. I am a PhD graduate student and instructor of history at Cornell University ("Cornell"), placed within a bargaining unit represented by United Electrical, Radio & Machine Workers of America ("UE") and its affiliate, CGSU-Local 300 ("CGSU").

2. I am Jewish and believe that Israel is the biblical and historical homeland of the Jewish people. My sincerely held religious beliefs require me not to join or fund organizations, including the UE and CGSU, that oppose the existence of Israel as a Jewish nation. Nor does my faith allow me to take actions that undermine the Jewish state's security, prosperity, and independence. Both nationwide and on the Cornell campus, the UE, CGSU, and their other campus affiliates have been at the forefront of demonizing Israel, seeking its destruction, and supporting Hamas's violent and barbaric terrorism against Israel and its inhabitants. These stances are profoundly antisemitic, evidencing an obsessive hatred for the Jewish religion, the Jewish people, and their nation-state of Israel.

3. In 2025, Cornell entered into a collective-bargaining agreement with the UE and the CGSU (collectively "unions"), which essentially required all covered employees, including me, to pay money to these unions as a condition of employment.

4. On June 2, 2025, I sent a detailed letter to UE General Secretary-Treasurer Andrew Dinkelaker, to CGSU, and to Cornell, stating my religious beliefs, observances, and practices, and explaining my religious objections to affiliating with the unions or paying them any money. As noted in the letter, my religious objections were based on the unions' history of antisemitism and their anti-Israel stances and activities, all of which violate my sincerely held religious beliefs, observances, and practices.

5. The unions had no objective or bona-fide reasons to doubt the basis for my accommodation request or to question my sincerely held religious beliefs, observances, and practices. But, on or about June 3, 2025, the UE issued a response that ignored the substance of the letter that I had sent. My letter clearly communicated that my religious beliefs, observances, and practices were in direct conflict with the unions' positions. In effect, the UE's response rejected my clearly-communicated need for an accommodation.

6. Instead of granting my requested accommodation, the UE demanded—in bad faith—that I complete a "questionnaire" consisting solely of dilatory questions that were immaterial to accommodating my religious beliefs, observances, and practices. This "questionnaire" also demanded that I repeat information I had already provided in my original accommodation letter. The UE's demand that I complete this bad-faith questionnaire and comply with dilatory demands to provide immaterial information, after I provided the information necessary for my accommodation, is designed to avoid the unions' affirmative duty to accommodate me, restrain my need for accommodation, and discriminate against my sincerely held religious beliefs, observances, and practices as a Jewish person.

7. Neither union made a good-faith attempt to accommodate my religious beliefs, observances and practices after I communicated them in my letter and put them on notice of my need for an accommodation. Through the questionnaire, the unions frustrated, deterred, unnecessarily complicated, obstructed, and restrained me, and others, from seeking and securing an accommodation.

8. The unions' use of often-unnecessary questionnaires—after religious objectors have already provided sufficient information to support an accommodation—is part of a nationwide pattern and practice to avoid their affirmative legal duties to accommodate religious objectors. The questionnaires unnecessarily impede and deter religious objectors from seeking religious accommodations. The UE and its affiliates have engaged in similar unlawful conduct against religious objectors at other campuses, including MIT and Stanford.

9. By these acts, both unions avoided my need for a religious accommodation, failed to comply with their affirmative legal duties to accommodate me, and discriminated against my religious beliefs, observances, and practices in violation of Title VII of the Civil Rights Act of 1964, as amended, and under parallel state laws.