



Steward Handbook

Spring 2016

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Introduction

A union is only successful because the local's members make the decision to be active in their union. Listening, educating, aiding, convincing, acting, investigating, instigating -- these are the tasks that can be taken up by CGE Stewards. It's sometimes difficult, sometimes fun, sometimes tiring, and sometimes energizing, but it's always vital to the success of CGE. **Stewards are the backbone of this union.**

This handbook will provide you with some guidelines about what it means to be a CGE Steward, the role of Stewards within CGE, tips on how to be effective at building the organization, and a variety of other resources to help both CGE Stewards and members.

CGE: Who We Are & What We Do

The Coalition of Graduate Employees (CGE) is the labor union representing Graduate Teaching Assistants (GTAs) and Graduate Research Assistants (GRAs) at Oregon State University. Graduate employees founded CGE in 1999, and we won our first contract in 2001. CGE is an activist, democratic, and member-run organization committed to the following objectives:

Organizing: Empower graduate employees at OSU through advocacy and member-driven collective action.

Collective Bargaining: Represent the interests and rights of OSU's graduate employees through the bargaining and maintenance of a fair working contract.

Education: Promote quality graduate and undergraduate education at OSU and work to protect and promote the role of graduate employees and higher education workers in the delivery of quality education and research for the public.

Equity and Justice: Fight all forms of bias in education employment and education delivery on the basis of race, creed, religious affiliation, sex, age, disability, body type, sexual orientation, gender identity and expression, lifestyle, political affiliation, economic status, color, ethnicity, national origin, parental status, veteran status, or other characteristics subject to discrimination.

Solidarity: Promote the mutual interests of all working people through collaboration and cooperation with other people and groups on campus and beyond.

CGE Governance Structure: Where Do Stewards Fit In?

Members drive CGE. They note concerns, propose strategies for improving working conditions, and set the priorities of CGE. **General Membership Meetings** (GMMs) are held each term so that members can get informed and vote on key CGE decisions. Members are encouraged to serve on committees and attend Steward Council and Executive Council meetings to help direct the regular business of CGE.

Stewards are the backbone of our union. They talk with members about concerns and inform them about CGE events. Stewards are elected by the membership in their departments. Stewards meet twice per term at **Steward Council Meetings** to act as the general governing body of CGE. These meetings are open to all members.

The **Executive Council** (EC) is elected by the full membership of CGE to carry out the daily business of CGE as set by the membership and the Steward Council. The EC is composed of seven officers: President, Vice President for Collective Bargaining & Grievances, Vice President for Communications, Vice President for Organizing, Secretary-Treasurer, External Relations Chair, and Social Chair. **Executive Council Meetings** are held weekly and are open to all CGE members.

CGE Steward Position Description

Active members like CGE Stewards are the foundation of a strong union. CGE has managed to come a long way thanks to the work of grad employees. A strong internal organizational and communications structure is essential to building the strength of the union and winning better contracts for all of us. Here are some of the things CGE Stewards do:

Lead CGE. While the seven officers of the Executive Council make a lot of the day-to-day decisions to keep things moving, the Steward Council is the general governing body of CGE. If it's complicated, controversial, or otherwise weighty, you can expect the Executive Council to ask you to be the decision-makers.

Bridge the gap between members and officers. This includes being able to answer basic questions about the contract and the union, keeping members informed about what the rest of the union is doing, identifying members interested in being active in the Union, and connecting members with involvement opportunities.

Represent your department within the union. Stewards are in a position to know the priorities and needs of the members of their department and can also help plan events that are relevant and accessible to members of their department. This includes attending CGE Steward Council meetings twice per quarter and GMMs once per quarter.

Organize in your department. High membership leads to a better contract, which leads to better working conditions. Making sure everyone has the chance to make an informed decision about joining the union is essential, and no one can talk to people in your department better than you can! You'll also be turning out members in your department to CGE events, meetings, and bargaining sessions.

Maintain a visible CGE presence. Keep CGE materials on hand, maintain your department's bulletin board, and distribute information and materials to CGE members.

Help out on organizing drives and orientations. Orientations are often the first contact incoming grads have with CGE, and it's important that they know that CGE is both here and relevant. We also do a membership drive each term, and department stewards help us get out and talk to people in departments without stewards.

Replace Yourself! Finding a replacement when you leave the position is a way to guarantee continuity within your department and the union, and is very, very important.

History of CGE

The Early Days of CGE

CGE's roots reach back to the mid 1990s, when grad student employees at OSU became fed up with the University's refusal to provide them with health coverage. In the fall of 1995, OSU's grad employees began a coordinated effort to persuade the University's administration to provide them with some sort of health care benefits. In the spring of 1998, after the University had rejected their appeals, the grads decided to join the movement begun at other schools around the nation and unite as an official labor union. Despite the University's attempt to throw numerous legal obstacles in their path, the grads persevered, and in Fall term of 1999, OSU's grad employee population voted overwhelmingly to establish the Coalition of Graduate Employees, AFT Local 6069.

As a result of this vote, CGE became recognized by the Oregon Employment Relations Board as the exclusive representative of graduate employees at OSU, and the University is now bound by law to negotiate with us over all aspects of the salaries, benefits, and conditions of employment of OSU's graduate employees. For much of CGE's history, OSU restricted the membership of the bargaining unit to those employees whose work it deemed "in service" to the University. CGE objected to this distinction, but was not able to formally represent those employees (mostly RAs) whose work was not considered in service to OSU.

Beginning in the Fall of 2011, CGE—in partnership with AFT—undertook a major organizing campaign to extend collective bargaining rights to all OSU graduate employees. The Recognize All campaign took almost two years to complete and involved a cardcheck campaign, many legal hurdles and challenges from OSU, and an eventual representation election. Support for unionization was strong throughout, and graduate employees eventually prevailed over the objections of OSU. As of March 2013, CGE is the legal representative of all OSU graduate employees.

Partnership with AFT

Like many grad employee locals, CGE has joined up with a much larger labor union, The American Federation of Teachers (AFT). AFT has over 1.4 million members in over 3000 local affiliates nationwide, including over 12,000 members in 20 local affiliates in Oregon. Through our partnership with AFT, we receive incredibly valuable assistance in many forms, including representatives and organizers to help us serve and strengthen our membership and lobbyists and contacts within the state legislature to help make sure our voice is heard by Oregon's lawmakers. Through this affiliation, CGE has a larger political voice and provides support to other fledgling unions in the state and across the nation seeking to organize.

Our Contracts

CGE, with assistance from AFT, negotiated its first contract with OSU in the spring of 2000. This contract established the Union's basic rights as well as those of grad employees, including a process through which grad employees can grieve wrongful actions taken by the University. The contract also laid out a number of basic working conditions required for grad employees, such as a limit on the number of hours of work per term the University may impose, and it outlined many benefits the University must provide to grad employees, including a minimum salary and a guaranteed tuition waiver. While this contract did not specifically include health coverage benefits, the University acknowledged in it the importance of these benefits and agreed to pay a \$110-per-term "Recruitment and Retention Differential," intended to help defray the cost of health coverage, to all grad employees with an appointment of 0.2 FTE or more.

The contract also provided strong protections against discrimination, overwork, arbitrary discipline, and arbitrary enforcement of policies.

The next contract, finalized during the summer of 2004, included a provision stating that the University must maintain a health coverage plan for grad employees and contribute 75% of the single-person cost of this plan to all grad employees with an appointment of at least 0.2 FTE. In addition, the 2004 contract mandated that the University must provide CGE with certain information about all grad employees to help us to better represent them. Finally, CGE was able to negotiate a freeze on all departmental fees.

The 2004 contract was reopened in the Winter and Spring terms of 2006, and during these negotiations, CGE was able to take a significant step toward achieving one of our most important goals: the elimination of student fees for all graduate employees. Specifically, the 2006 contract included a provision stipulating that all grad employees with an appointment of 0.2 FTE or greater will receive from the University a \$250-per-term payment. While not explicitly stated in the contract, the purpose of this payment was to help offset the burdensome cost of student fees. In addition, the 2006 contract included a salary increase for certain grad employees.

In 2008, CGE bargained a contract that increased the University's contribution to health insurance to 85% during the academic year and provided for a 50% contribution toward employee summer coverage. The \$250 per term fee differential was increased to \$300, and the freeze on department fee increases was extended to 2012. Additionally, CGE secured a 3% raise for the lowest paid graduate employees. CGE also won fair-share in 2008. Fair-share allowed CGE to become financially independent for the first time in its history.

CGE reopened the 2008 contract in 2010 and secured further financial gains. We bargained further raises for the lowest paid grads and an increase to the minimum salary. Moreover, we were able, through both bargaining and legislative efforts, to roll \$116/term of fees into tuition for all grad employees, and additional departmental fees were rolled into tuition for engineering students. We also improved workload language to protect grads from overwork during the academic term.

In 2012, we negotiated a contract that included major financial gains, including a \$430 per term fee waiver, as well as the waiver of the one-time \$300 matriculation fee and \$50 international student orientation fee. The minimum salary guarantee was negotiated such that it will increase 3% over each of the first three years of the contract, providing better funding for the lowest paid grads. The University's health insurance contribution was increased to 85% over the summer, and the University's contribution to partner and dependent care was set at 50% year round.

In Spring and Summer 2013, we bargained to modify the contract to provide equally for all members of the newly expanded bargaining unit. That round of negotiations focused on creating equal rights and protections for all employees. We were able to secure very strong workload language for newly represented GRAs and also to guarantee three weeks per academic year of time away from work.

We negotiated our most recent contract in 2014. That contract increased the minimum salary rate, established annual salary increases for ALL employees (a big step!), increased OSU's contribution to family health insurance to 85%, and established a 0.3 FTE minimum for folks teaching their own classes.

We are presently in the midst of contract negotiations to further improve the CGE-OSU Collective Bargaining Agreement. If you are curious about the details of any of our contracts, they can all be found in their entirety on our website at cge6069.org/resources/contracts.

Quick Guide to the Contract

Article 1- Parties to the Agreement

This collective bargaining agreement is between Oregon State University and the Coalition of Graduate Employees, American Federation of Teachers Local-6069, AFL-CIO

Article 2- Recognition

The union is the exclusive representative of the bargaining unit for the purposes of collective bargaining. The Employee Relations Board certifies that all GRAs and GTAs are in the unit.

Article 3- Term of Agreement

Upon ratification this contract will remain in effect until June 30 2016. Intent to negotiate a successor agreement must be given during November of 2015. If mutually agreed upon by both parties, the contract may be reopened during the tenure of this contract. However, only four articles may be chosen to be renegotiated. An additional two articles may be reopened through the process of Consultation (Article 19).

Article 4- Complete Agreement

- Recognizes that both parties are bound to this contract.
- Recognizes the right of the university to direct the work force and issue rules, policies, procedures, and practices as long as they do not conflict with this agreement.
- Union can demand the university to bargain over a change if it believes the university is obliged to bargain by Oregon law (the policy is deemed by law to be an obligatory topic of bargaining). If the university refuses to bargain, the union can file an unfair labor practice with the Employment Relations Board.

Article 5- Separability

- If any provision of the Agreement is found to be invalid or illegal due to a change of laws, it does not invalidate the entire agreement. The invalidated provisions shall be renegotiated and the remaining provisions shall remain in full force and effect.

Article 6- No Strike or Lockout

- While this Agreement is in effect, the university cannot lock out employees and the union cannot strike.
- Details what sort of strikes are deemed unconventional and thus prohibited (sit down, slowdown, solidarity strikes, etc.).
- Strikers will be disciplined by the university, but those who were prevented from working due to others striking or being locked out will not suffer any loss of pay or benefits.

Article 7- University Rights

- Details the rights retained by the university to govern, control, and direct its operations. Some examples include: determining eligibility for financial aid, imposing academic sanctions, determining administrative organization, etc.

Article 8- Union Rights

- States the right of an employee to grieve any violation of this agreement through a union representative.
- Details the number, rights, privileges, and duties of authorized representatives and shop stewards.
- Distinguishes the category of "member" and "associate member."
- States when and how the university will deduct the dues of members and remit them to the union.

- Details what qualifies as permissible contact and communication with those within the bargaining unit while at university facilities. Also explains the union's right to use university facilities.
- Designates and explains the union's right to use bulletin board space and the university's electronic mail service to contact members.
- Details the right the union has to information on those within the bargaining unit such as salary, office location, mailing address, and phone number.
- Explains the union's right to discuss the union and distribute union materials at the orientations of new students that are within the bargaining unit.
- Details the union's right to fair share from non-members who are within the bargaining unit.

Article 9- Appointments

- Details how an employer can give priority in the appointment of graduate students according to the candidates' academic credentials and background.
- Specifies what information must be given to the employee in reference to expectations, FTE, pay, and length of appointment.

Article 10- Work Assignment

- Lists the information the employer must provide to the graduate employee concerning the expectations of their employment. Also ensures that the employer provides the space and materials necessary to perform assigned duties all while avoiding conflicts between class and work schedules.
- States that in the event of a campus closure an employee cannot be compelled to work unless a mutual agreement between the employer and the employee is made.
- Allows every graduate employee to take, at minimum, three weeks of time away from work each academic year.

Article 11- Salary

- Details the minimum monthly full-time equivalent (FTE) salary which is \$3771 as of September 16, 2016. Also details how calculate an employee's actual salary rate, which is done by multiplying the FTE salary by the employment fraction of an employee's appointment.
- Appointments can be for three, nine, or twelve months as determined by the employer.
- Defines the employment fraction, which is based upon the expected weekly and overall workload during an academic quarter. Further details the volume of work during different parts of the academic quarter.
- States that working hours shall not fluctuate more than 50% above the weekly average for any one week unless mutually agreed to by the supervisor and employee.
- Workload demands are established by what is typical within the department or unit. Adjustments to the employment fraction can be made in the event that the employee will exceed the assigned work hours of their current appointment.
- Stipulates the substitute work pay rate

Article 12- Tuition Waiver

- Explains that students with at least a 0.2 FTE will have tuition waived for up to 16 credit hours (including Ecampus) per academic term.
- 90% off all fees are remitted for graduate employees.
- Employees are required to take a minimum of twelve graduate credit hours per academic term in order to receive the tuition waiver. The Dean of the Graduate school may make exceptions, allowing the minimum to drop to nine credit hours.

Article 13- Summer Term

-The employing unit may appoint graduate assistants for all or part of the summer term. The full-time equivalent monthly salary will remain the same as that of the academic year, but the employment fraction may differ.

Article 14- Layoff

-Defines layoff as a reduction of work force or department that shall not reflect discredit on an employee.
-Details when written notices must be given to an employee and what benefits remain to the employee during a layoff. For example, the tuition waiver will remain in place and an employee will be reappointed if the layoff ends before the conclusion of the employee's original appointment.

Article 15- Evaluation

-Asserts the right and by what means the employing unit can evaluate an employee. The employee has a right to review all of the evaluative materials and the right to submit a written rebuttal to their personal file.
-States that if deficiencies are found and not remedied within a reasonable amount of time the employee may be subject to disciplinary procedures.

Article 16- Personnel Files

-An employee may choose to be accompanied by a representative of the union when reviewing the contents of their personnel file.
-Explains the procedure of adding additional materials to an employee's personnel file. Materials reflecting unfavorably on an employee must always first be reviewed by the employee before being placed within their personnel file.
-No reference to a grievance shall be placed within a department's personnel file.

Article 17- Discipline and Discharge

-Recognizes the authority of the employer to impose discipline upon an employee for just cause. Details what constitutes as discipline and that the action shall be conducted in private.
-Asserts the right of the employee to refute the charges and their right to be represented by a union representative if they so choose.
-Details how the charges will be issued and recorded as well as how disciplinary notices may be removed from a personal file.
-States the right of an employee to grieve the disciplinary action if it was without just cause. Employees cannot grieve sanctions for academic reasons or violations of the Student Conduct Code.

Article 18- Grievance Procedures

-Defines a grievance as acts, omissions, or interpretations which are alleged to be a violation of this Agreement.
-Details the time limits and procedures which must be followed in order to file a grievance.
-Asserts the employees right to be represented by the union throughout the grievance process.
-Encourages employee and employer to resolve issues informally before steps are taken to file a formal grievance.
-Details the three step process of grievance resolution, where if a grievance is not resolved then it progresses to an additional step of review. If by step three a grievance is still not resolved then the union may request arbitration.

- Defines and describes the arbitration process where an arbitrator appointed by the Oregon Employment Relations Board makes the final decision as to how the grievance shall be resolved.
- Describes the expedited grievance procedure for employees alleged to be incorrectly excluded from the bargaining unit.

Article 19- Consultation

- Describes the process by which the union and human resources agree to meet and discuss matters pertinent to the implementation of this Agreement.

Article 20- Election Days

- Asserts the right of an international employee to give the employer advance notice of their intention to vote in their national elections. The employer must adjust work schedules to allow for adequate travel time for the employee to visit the nearest consular agency where the employee may vote.

Article 21- Jury Duty

- Asserts the right of an employee to perform jury duty even when it interferes with a work assignment. The employee is entitled to leave with pay to perform said duties.
- University reserves the right to petition for removal of the employee from jury duty.

Article 22- Parking

- The university agrees to give graduate employees top priority among students for parking space availability.

Article 23- Expenses

- Details the policy by which the university and the union will compensate the employee for work related travel.
- States that the employing department will pay for immunizations necessary for the function of their job.

Article 24- Nondiscrimination

- Lists the categories by which the university and the union shall not discriminate against. These include age, color, race, disability, gender, gender identity, genetic information, marital status, national origin, religion, union membership status, sexual orientation, veteran's status, or any other protected class under State or Federal Law.
- Describes the unique grievance procedures for alleged violations of the nondiscrimination agreement.

Article 25- Health and Safety

- States the University's obligation to provide a safe and healthy environment for its employees and to do so in accordance with State and Federal Laws. This includes providing training and equipment to the employee with no loss of pay.
- Details how an employee may refuse to perform a task that may jeopardize safety or health.

Article 26- Work-Related Injuries or Illness

- Asserts the right of an employee to receive Workers' Compensation if injured on the job. Also details how to go about filing such a claim.
- Based upon advice from a physician, the university will make a good faith effort to accommodate the employee's needs upon returning to work.

Article 27- Statutory Compliance

-The employer agrees to comply with provisions governing Unemployment Insurance, Social Security, Worker's Compensation, the federal Family Medical Leave Act, Medicare, and the Oregon Family Leave Act.

Article 28- Insurance

-States that health insurance is a mandatory condition of employment for those with a 0.2 FTE. An employee may waive the university insurance plan if another plan is deemed comparable by Student Health Service. A comparable must include medical, vision, and dental coverage. If the plan does not include dental coverage, then it may be bought separately. Employee's that waive the University insurance are not eligible for the contribution.

-An employee must submit enrollment or waiver form within thirty days of the start of the appointment.

-The University shall contribute 85% of the cost of the employee's premium and half of the administrative fees for each month the employee has an appointment of 0.2 FTE or greater.

-The University shall contribute 85% of the cost of the employee's partner or child for each month the employee has an appointment of 0.2 FTE or greater.

-The University shall cover 85% of the premium cost and half the administrative fees for each month the employee is on approved medical leave for up to three months.

-While enrollment is voluntary, the University will cover the costs of the employee at 85% for the summer term. Dependents will also be covered at 85% over the summer term.

-Failure to properly enroll or waive the insurance plan may result in the revoking of the employee's appointment. The employee may also be responsible for retroactive premium payments.

-Details how the plan is to be administered and under what circumstances the union will be informed of the rate increases. If they increase by more than 10% the union may request to bargain the impact of the increases.

Article 29—Restrooms

-All graduate employees will have reasonable access to a gender inclusive restroom.

Article 30—Paid Sick Leave

-Graduate employees accrue paid sick leave at the beginning of each term, with the amount dependent upon their FTE

-Graduate employees may take sick leave for themselves or a family member without being asked to find a replacement or to make up the work

-Graduate employees may receive up to 30 hours of donated sick leave from other graduate employees

Letter of Agreement- Family and Medical Leave

-Graduate employees have the right to have a CGE representative help them through the process of applying for Family and Medical leave through OSU

Generalized Calendar

Fall Term

Early Sept-Mid Oct: Orientations

Week 1: Fall BBQ

Week 2: Steward Council Meeting

Week 3-4 Membership Drive

Week 4: GMM

Week 6: Trivia Night

Week 7: Steward Council Meeting

Mid-November: AFT-Oregon President's Conference

Winter Term

Week 2: Steward Council Meeting

Week 3-4: Membership Drive

Week 4: GMM (Convention Delegate Elections)

Late January: AFT-Oregon Winter School

Week 6: Trivia Night

Week 7: Steward Council Meeting

Spring Term

Week 2: Steward Council Meeting

Early April: AFT-Oregon Convention

Week 3-4 Membership Drive

Week 4: GMM (Officer Elections)

Week 6: Trivia Night

Week 7: Steward Council Meeting

Finals Week: End of Year BBQ

Late June: Strategic Retreat

Consensus-Based Decision-Making

As a decision-making process, consensus aims to be:

- **Agreement Seeking:** A consensus decision making process attempts to help participants reach as much agreement as possible.
- **Collaborative:** Participants contribute to a shared proposal and shape it into a decision that meets the concerns of all group members as much as possible.
- **Cooperative:** Participants in an effective consensus process should strive to reach the best possible decision for the group and all of its members, rather than competing for personal preferences.
- **Egalitarian:** All members of a consensus decision-making body should be afforded, as much as possible, equal input into the process. All members have the opportunity to present and amend proposals.
- **Inclusive:** As many stakeholders as possible should be involved in the consensus decision-making process.
- **Participatory:** The consensus process should actively solicit the input and participation of all decision-makers.

When a group comes to consensus on a matter, it means that everyone in the group can support the decision; they don't all have to think it's the best decision, but they all agree they can live with it.

CGE Consensus Model: Fist-to-Five Consensus-Building

Whenever a group is discussing a possible solution or coming to a decision on any matter, Fist-to-Five is a good tool to determine what each person's opinion is at any given time.

To use this technique the Team Leader restates a decision the group may make and asks everyone to show their level of support. Each person responds by showing a fist or a number of fingers that corresponds to their opinion.

- **5 Fingers.** It's a great idea and I will be one of the leaders in implementing it.
- **4 Fingers.** I think it's a good idea/decision and will work for it.
- **3 Fingers.** I'm not in total agreement but feel comfortable to let this decision or a proposal pass without further discussion.
- **2 Fingers.** I am more comfortable with the proposal but would like to discuss some minor issues.
- **1 Finger.** I still need to discuss certain issues and suggest changes that should be made.
- **Fist.** A no vote - a way to block consensus. I need to talk more on the proposal and require changes for it to pass.

If anyone holds up fewer than three fingers, they should be given the opportunity to state their objections and the team should address their concerns. Teams continue the Fist-to-Five process until they achieve consensus (a minimum of three fingers or higher) or determine they must move on to the next issue.

Frequently Asked Questions – General Union Stuff

What is a union?

Labor unions are made up of working people working together to solve problems and build stronger workplaces. Unions give workers a voice on the job about safety, security, pay, benefits—and about the best ways to get the work done. Union workers earn 30 percent more each week than nonunion workers and are much more likely to have health benefits.

How do people form a union?

When workers decide they want to come together to improve their jobs, they work with a union to help them form their own local chapter. Once a majority of workers show they want a union, sometimes employers honor the workers' choice. Often, the workers must ask the government to hold an election. If the workers win their union, they negotiate a contract with the employer that spells out each party's rights and responsibilities in the workplace.

What kinds of workers are forming unions today?

A wider range of people than ever before, including many recent immigrants, are joining unions—doctors and nurses, poultry workers and *graduate employees*, home health care aides and wireless communications workers, auto parts workers and engineers, to name a few.

What have unions accomplished for all workers?

Unions were part of passing laws ending child labor, establishing the eight-hour day, protecting workers' safety and health and helping create Social Security, unemployment insurance and the minimum wage, for example.

How many union members are there in the United States?

About 15.4 million, 10.5 million of whom belong to unions affiliated with the AFL-CIO. CGE is affiliated with the AFL-CIO through the American Federation of Teachers.

How democratic are unions?

The whole process of forming and becoming part of a union is democratic in nature. Unions are devoted to workplace democracy, and most strive to be as internally democratic as possible. CGE is especially committed to creating a vibrant, democratic union, and we hope to be part of moving the union movement to achieve greater democracy as well.

What if I have more questions about unions?

Feel free to ask around. Ask both unionized workers (at OSU, grad employees and classified staff are both unionized) and those in management (non-union by law). Stop by a unionized workplace and talk to the employees there. See how they feel about their union.

Frequently Asked Questions – General CGE

Why should I join CGE?

Because it improves your ability to negotiate for better pay and working conditions. The more members we have, the better the opportunity is to improve on graduate employee issues.

Who can join CGE?

Any OSU graduate employee can join CGE.

What is the Bargaining Unit (BU)?

The bargaining unit consists of all graduate employees covered by the CGE-OSU contract. With the recent representation election, all OSU graduate employees are now in the bargaining unit and will be formally represented by the contract we're currently negotiating.

How much does it cost to join CGE?

Member dues are 2.0% of your monthly salary before taxes. Because CGE has fair-share provisions in our contract, both members and non-members have 2.0% deducted from their salary. Only non-members are eligible to get a small portion of that back (see Fair-share FAQ).

Where does my dues money go?

Every dues dollar goes toward building a stronger CGE. Our dues pay for our office and administrative staff to keep the union running. Additionally, we receive a great deal of support from our state and national organizations to help build CGE. Check out the CGE budget on our website for more info.

How do I join?

Fill out a membership card and see that it gets to the CGE office. It really is that simple.

Can my department take action against me for joining CGE?

Nope. That's illegal.

Can international students join CGE?

Yes! International students have the legal right to join and participate in all aspects of the union. Union membership does not jeopardize your visa. (For more information, see the International FAQ later in this document.)

If I'm an international student, can my visa be revoked if I join the CGE?

No. That is illegal. Every international graduate student, regardless of national origin or type of visa, has the right to join a union. The right to join a union is part of the right to freedom of association, protected under the United States Constitution. Please see our FAQ for International Students for more information.

Why do we need a union?

Democratic unions are essential to the future of higher education. State governments are cutting back on funding for public universities, and universities are increasingly relying on part-time faculty and larger class sizes. Unionized graduate employees have a democratic voice in the university, and they can work together—with other university employees, undergraduate students, and faculty—to insure that all university employees are paid a living wage and receive the benefits of employment they deserve. And

because our working conditions are the learning conditions for OSU's undergraduate students, improvements in our working conditions will be good for undergraduate students too.

A union will also enable us to impact education on a larger political level. The American Federation of Teachers-Oregon, with whom we are affiliated, has a strong record of backing pro-education legislation and political candidates. By adding our voice to this powerful alliance, we help to preserve OSU as a public, democratically run institution whose primary missions are education and research.

Frequently Asked Questions - International Student Rights

Can I join a union in the United States if I am here on a foreign student visa?

Yes. The visa requirement that foreign students may only accept employment associated with the university they attend in no way compromises the right to belong to a union. In fact, the right to form a union is part of the Universal Declaration of Human Rights (1948) and is also an integral part of academic freedom as defined by the Declaration on Academic Freedom (Lima, 1988). Graduate employees have formed unions and bargained contracts at many schools, and graduate employee unions have existed for almost 30 years at schools like the University of Michigan and the University of Wisconsin at Madison. As a Union member at Oregon State University, you are part of a national movement of over 20 graduate unions across the country. None of these campuses have reported any complications arising from the dual status of being both an international student and a unionized employee. *It is against the law for your employer (the University) to discriminate against you on the basis of your union membership or participation in legal union activities.*

Are there any restrictions on political activity by foreign students?

All foreign students enjoy the same rights to freedom of expression and freedom of association as U.S. nationals. Federal law protects your right to join a union. The only relevant restriction on political activity by foreign students is that they cannot make financial contributions to political organizations in the United States.

Are there any restrictions on my ability to participate in union activities such as picketing or rallies?

Political activities such as picketing, rallies, leafleting, demonstrations, etc., are forms of expression and free association, which are protected for foreigners in the U.S. (including foreign students with visas) as they are for U.S. nationals. *It is against the law for your employer (the University) to retaliate against you for participating in these protected activities.*

Will my union membership or union activity affect visa applications that I might make in the future?

No. It is against the law for the Bureau of Citizenship and Immigration Services (BCIS is the new agency under the Department of Homeland Security (DHS) that has replaced the Immigration and Nationalization Service (INS)) to ask you questions about your union membership or your legal union activities or to take them into account when reviewing your visa application. In the past there was a question on the visa application form asking the applicant about his/her union activities. But this question was removed from the application form many years ago.

Are there any other issues I should be aware of?

In nearly 30 years of graduate employee unionization, there is no reported instance of any international student having problems with the law or with their visa status as the result of their union activity. It is against the law for the University to retaliate against you for union activities. It is also highly unlikely that a university would charge you with violating university regulations as a result of your union activities. But if they did so, this would probably be found illegal. There is no known case of any international student being expelled from the university as a result of union activities, nor would such an expulsion be legal. There is one known case at Yale University, which charged two international students with academic misconduct for their participation in strike activities. The charges were subsequently dropped.

What's been gained for international graduate employee on other campuses?

In addition to better health care, guaranteed wage increases, and the benefits of union membership for all assistants, unionized International Graduate Assistants have achieved the following benefits at other universities:

University of Wisconsin (Madison)

The Wisconsin Federation of Teachers has a retainer agreement with the Durrani Law Firm, a local immigration law firm. Graduate union members may contract Mr. Durrani's services at a discount. Twice a year, the firm makes a presentation on campus with information and updates on the latest developments in immigration law.

In 1994, the University instituted a new policy requiring all international students to purchase insurance covering "medical evacuation and repatriation"-- i.e., an insurance policy covering the cost of shipping someone's body home if they die in the U.S. With some research, the union demonstrated that this "coffin" tax was not required for students holding F-1 visas. The University rescinded the policy. In 2003, the union's International Caucus led a successful campaign to stop the University from assessing \$125 per year for international students to pay for SEVIS.

University of Michigan

International TAs take a three-week teacher-training workshop in the summer before they begin teaching. The union obtained financial support for people attending the training which included: 1) free housing or a stipend; 2) health insurance; and 3) a food allowance. The University pays all SEVIS fees and employees receive paid leave for all immigration-related hearings (for themselves or a partner).

Yale University

The union won one-on-one tutoring of English as a Second Language (ESL) for all non-native speakers.

Frequently Asked Questions – Fair-share

What is fair-share?

Fair-share is simply a process in which everyone who benefits from the union's representation pays their fair share for that representation. Specifically, fair-share requires all non-union members in the bargaining unit to pay the portion of regular membership dues that goes towards collective bargaining and representation. CGE earned fair-share through bargaining in 2008. Fair-share is prevalent in unions around the country, especially in Oregon's public sector. Until 2008, CGE was the only union in the Oregon University System without fair-share.

Who pays fair-share?

Every member of the bargaining unit who is not a member of CGE pays fair-share. Members of the BU who exercise their right to non-association because of a verifiable religious objection (valid under ORS 243.666) must pay an amount equal to union dues to a non-religious charity agreed upon by the University and CGE.

How much does fair-share cost?

The amount of the fair-share fee is set annually through an audit of the union's finances and is equal to the cost of union membership for bargaining unit members, minus that percentage of the union's budget that goes towards things other than collective bargaining and representation. Because the fair-share fee is a percentage, grads who earn less pay less in fair-share fees. Again, grads are only asked to pay a fee commensurate with what the union spends on representation and collective bargaining. The full member dues rate of 2% is automatically deducted by the University from the paycheck of every graduate employee. However, non-members have the right to request the difference between the dues rate and fair-share rate back. Every fall term, CGE sends out a notice to each non-member's ONID email address that contains financial audits for CGE and our parent unions as well as information on how to get reimbursed for the difference between fair-share and member dues. However, non-members must apply for the rebate within 30 days of receiving the notice.

Why is the same amount deducted for everyone?

Because OSU asked us to do it that way. In 2010, when we were bargaining with the University, they kept asking us to deduct one single amount from all bargaining unit employees instead of the previous distinction, and for almost eight months, we refused. However, when we started to get close to an agreement, they made an offer that included that process but was also a greater value to each individual graduate employee. In essence, we made the deal because each person comes out ahead financially.

What's the difference between membership and fair-share?

Being a *fair-share payer* means you're supporting the benefits you receive. Fair-share payers pay only fair-share fees. Becoming a *member* signifies your support for CGE's work and increases our power to fight for grad employees. Being a member also means you get a say in what the union does in addition to financially supporting the benefits you receive.

If I pay fair-share, aren't I a member?

No. Fair-share is not membership. No one can be compelled to join a union in the public sector in Oregon.

How much more does it cost to be a full member with full voting rights than to be a fair-share payer?

A bargaining unit grad employee must pay *either* membership dues *or* fair-share fees (not both), so to be a member costs only the difference between membership dues and fair-share fees. While the exact amount will vary from year to year based on the results of the audit, the difference is usually around \$5-10 per month.

How do I know if my fair-share money is being spent fairly?

CGE's members adopt a budget prior to each fiscal year. In addition, CGE's finances are audited annually by an independent committee of members. Part of the independent audit committee's annual responsibility is to audit the expenditure of fair-share fees to make sure they are being spent only on representation and collective bargaining.

Can I see the audit of fair-share fees?

Yes, the results of the audit of fair-share fees are available to members of the bargaining unit to review. You can download audit reports from the CGE website (cge6069.org/audit).

Solidarity Forever Lyrics

(to the tune of "Battle Hymn of the Republic")

When the union's inspiration through the workers' blood shall run,
There can be no power greater anywhere beneath the sun;
Yet what force on earth is weaker than the feeble strength of one,
But the union makes us strong.

CHORUS:

**Solidarity forever,
Solidarity forever,
Solidarity forever,
For the union makes us strong.**

Is there aught we hold in common with the greedy parasite,
Who would lash us into serfdom and would crush us with his might?
Is there anything left to us but to organize and fight?
For the union makes us strong.

CHORUS

The have taken untold millions that they never toiled to earn,
But without our brain and muscle not a single wheel can turn.
We can break their haughty power, gain our freedom when we learn
That the union makes us strong.

CHORUS

In our hands is placed a power greater than their hoarded gold,
Greater than the might of armies magnified a thousand-fold.
We can bring to birth a new world from the ashes of the old
For the union makes us strong.

CHORUS

[So, why do we sing **Solidarity Forever**? Solidarity Forever is the de facto anthem of the labor movement, and many of us choose to sing it to remind us of and reconnect us to that history. As part of the union movement, we recognize that our struggle is bound up with the struggle of others, and that together we're working to create a society that gives voice to workers—whether they're grads or auto line workers or janitors. It's a song that binds us to that history and also to each other. Over the years of the Recognize All campaign, we fought to be recognized as workers, and that's done a lot to connect us to this song and to our identity as workers in this larger movement. Not everyone's a singer, and not everyone experiences solidarity in quite the same way, so you won't be alone if you'd rather skip the singing.]

