



# Steward Handbook

## 2019-2020

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## Introduction

CGE is recognized by the Oregon Employment Relations Board as the exclusive representative of graduate employees at OSU; and the University is bound by law to negotiate with us over all aspects of the salaries, benefits, and conditions of employment of OSU's graduate employees.

**Within CGE, Stewards are the backbone of our union.** Our Stewards are not simply conduits of information, they are leaders and responsible for organizing their departments.

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 our 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 is your union, not a third-party representing your interests.**

CGE's Collective Bargaining Agreement (CBA) covers all 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 building relationships and member-driven collective action.

**Collective Bargaining:** Advance the interests and rights of 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 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?

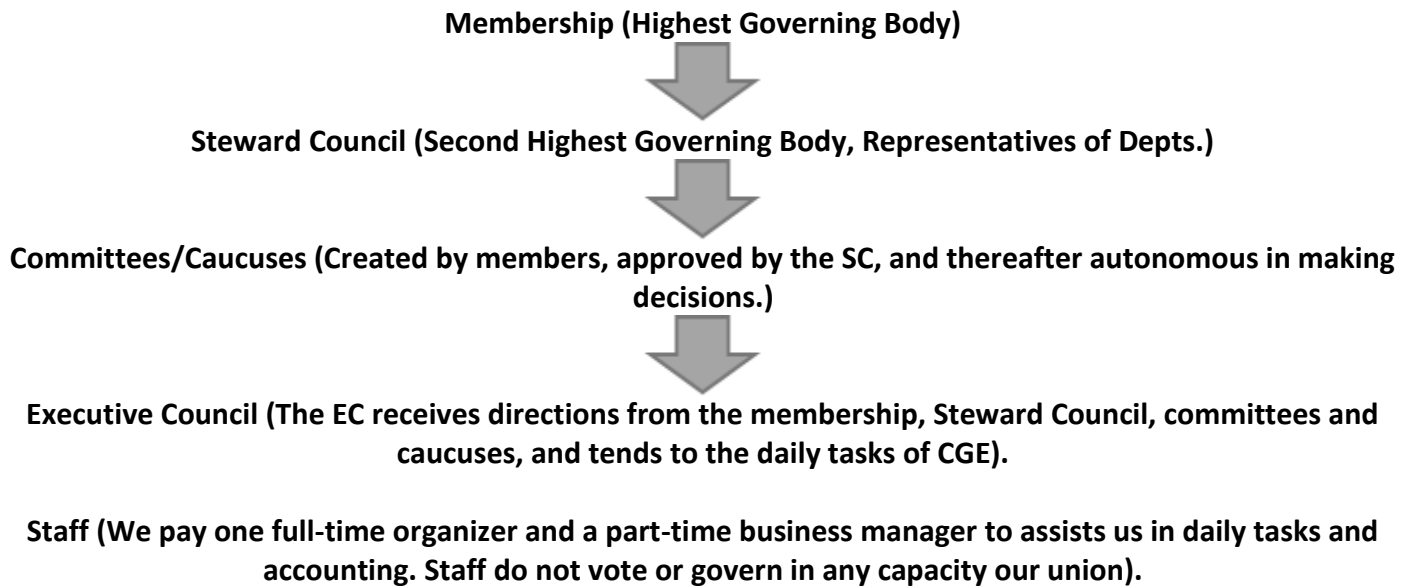
**Members** drive CGE. They note concerns, propose strategies for improving working conditions, and set the priorities of CGE. **General Membership Meetings** (GMMs) are held each term so that members can collectively direct CGE actions. Members are encouraged to serve on committees, form caucuses, and attend Steward Council and Executive Council meetings to take control of our union.

**Stewards** are the backbone of our union. They organize campaigns, create caucuses and committees, and shape our union's strategies. They also 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 eight officers: President, Vice

President for Collective Bargaining & Grievances, Vice President for Communications, Vice President for Organizing, VP of Social Justice, Secretary-Treasurer, External Relations Chair, and Social Chair. **Executive Council Meetings** are held bi-weekly and are open to all CGE members.

### Flow Chart of CGE Governing Structure



### CGE Steward Position Description

The Executive Council tends to daily operations. The Steward Council directs the larger work of CGE, and serves as the general congress of our union. If it's complicated, controversial, or otherwise weighty, you can expect the Executive Council to ask Stewards to be the decision-makers.

**Empower members.** Our union belongs to all of our members. Stewards empower members to take ownership of their union by giving member information on our contract, including them in campaigns and events, and inspiring members to form their own initiatives through CGE.

**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 term and GMMs once per term.

**Organize 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.

**Orientations and Office Visits.** Stewards are responsible for delivering a short presentation to their department during fall orientation. Each Steward will have at least one other person helping with this presentation. Stewards also participate in once a term member drives by visiting their coworkers during office hours or at their homes to get them informed on CGE activities.

**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.

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

**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.

## **Steward Communications Committee**

In 2017-2018, our Steward Council created a layer committee for facilitating better communications and governance of the Steward body.

This committee, called our **Steward Communications Committee**, is made up of 10 total Stewards, with 2 Stewards representing a cluster of departments. The SCC is responsible for facilitating Steward Council meetings, drafting agendas for these meetings, organizing food prep for SC meetings, and disseminating important information to their department clusters.

**The SCC does not have additional decision-making authority over the Steward Council, their role is to effectively organize meetings and keep our Stewards informed on what they need to know to perform their role as a Steward.**

Departments are clustered as follows:

**Blue:** Applied Anth., Civil & Construction Engineering, CSSA, Environ. Arts & Humanities, HDFS, Psych. Sciences, Public Policy, SHPR, SWLF, & WGSS

**Green:** Business Admin, Education, Environ. & Molecular Toxicology, Environmental Sciences, Forest Ecosystems, Forest Engineering, Integrative Bio, Microbiology, Physics, Wood Science

**Yellow:** Animal & Rangeland, Biochemistry & Biophysics, Bio & Ecological Eng., CBEE, Chemistry, Civil & Construction Engineering, Materials Science, Mathematics, Molecular & Cellular Biology, Statistics, Water Resources

**Purple:** Applied Econ., BPP, CEOAS, Crop & Soil Science, Fisheries & Wildlife, Food Science, Hatfield, Horticulture, Nuclear Science & Engineering, Pharmacy, Soil & Crop Science, Speech Comm., Veterinary Sciences

**Two (2) Stewards from each cluster chair the SCC, and are elected to their position on the committee.**

The SCC directly communicates with the VP of Organizing and our staff organizer to maintain strong channels of communication between the Steward Council and Executive Council.

## **CGE Caucuses**

Our union caucuses are smaller groups dedicated to specific ongoing initiatives. Any member can join and they are often a way of getting new members active in CGE. Our current caucuses include:

- Anti-Harassment Caucus
- Caucus on Graduate Employee Safety
- Disability Justice Caucus
- Environmental Justice Caucus
- Housing Caucus
- International Caucus
- Mental Health Caucus
- Pride Caucus
- Women of Color Caucus
- Working Parents Caucus

Members can contact caucuses through our website or email [caucuses@cge6069.org](mailto:caucuses@cge6069.org)

# Grievances

Stewards are empowered to file grievances for any violations of our Collective Bargaining Agreement (CBA or “contract”) they learn about. We have an Executive Council officer, VP of Grievances, who can give guidance and clarify any questions about our contract in order to determine whether a violation has occurred.

There are three stages to the grievance process:

1. **The informal stage:** This is where an employee and their advisor or department are able to resolve a violation of the contract before filing a formal grievance. Sometimes it is not appropriate to wait for a department to fix an issue, but many times when a violation has occurred an employee, with their Steward, can request a meeting with the department notifying them of the violation and give the department an opportunity to correct the matter.
2. **The formal grievance:** If stage 1 does not prove fruitful, a Steward and the VP of Grievances will write up a formal grievance letter with the permission and guidance of the employee(s) with a grievance. Once the letter is finalized, either a Steward or the VP of Grievances files the formal grievance with OSU’s Human Resources department (office on the 2<sup>nd</sup> floor of Kerr). HR then has thirty (30) business days to decide on whether a violation has occurred. If they agree with our grievance, HR then directs the responsible party to resolve the grievance.
3. **Arbitration:** If at stage 2 HR does not agree that a violation has occurred, our union can take the case to arbitration (a court for labor disputes). We as a local of the AFT-OR will have access to legal counsel and representation, and at this stage the final decision will be made by an arbitrator whether a violation has occurred and how to resolve it.

## Tips for Rookie Organizers

You're now a Steward, and this means you are a field organizer for your department. But maybe you haven't ever been an organizer? Fear not, here are some tips for folks new to organizing:

- \*Get close to workers, stay close to workers.
- \*Never refer to our union as a 3rd Party; the workers are the union, our union is made up of workers—not an outside party.
- \*Our union is not a fee for service; it is the collective experience of workers in struggle.
- \*Our union's function is to assist workers in making a positive change in their lives.
- \*Workers are made of clay, not glass.
- \*Don't be afraid to ask workers to build their own union.
- \*Don't be afraid to confront them when they don't.
- \*Anger is there before you are—channel it, don't defuse it.
- \*Channeled anger builds a fighting organization.
- \*Workers know the risks, don't lie to them.
- \*Every worker is showtime—communicate energy, excitement, urgency and confidence.
- \*There is enough oppression in workers' lives not to be oppressed by organizers.
- \*Organizers talk too much. Most of what you say is forgotten.
- \*Communicate to workers that there is no salvation beyond their own power.
- \*Workers united can beat the boss. You have to believe that and so do they.
- \*Don't underestimate the workers.
- \*We lose when we don't put workers into struggle.



# 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](http://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

Our contract is valid until June 30, 2020. We will renegotiate our entire contract during the 2019-2020 academic year.

## 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.
- Appointments should be for a full academic year unless a reason is noted for a shorter appointment.
- Details when hourly work is acceptable:
  - \*work which is of limited duration (grading, tutoring, field assistance, etc.) or the work is unrelated to instructional or research duties normally performed by Graduate Employees;
  - \*a position which is to supplement an appointment supported by a funding source other than Education and General funds that does not provide a stipend equal to that of a Graduate Employee's stipend in the unit;
  - \*Summer session employment of graduate students.

#### **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 (if ratified at our Oct. GMM) is \$3922 as of September 16, 2018. Translates to monthly rate of \$1176.55 for .30FTE; \$1568.74 for .40FTE; \$1921.70 for .49FTE.
- 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
- Establishes a minimum 0.3 FTE beginning Fall 2017

#### **Article 12- Tuition Waiver**

- Explains that students with at least a 0.3 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.
- Stipulates provisions for reimbursement of SEVIS/VISA fees up to \$500 and eligible for partner or dependent(s).

#### **Article 13- Summer Session**

- 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.
- Requires a minimum of 3 credit hours for summer assistantship

#### **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 allow graduate employees to pay for parking via a payroll deduction.

#### **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.

-The University will automatically enroll graduate employees on health insurance unless a waiver is submitted.

-The University shall contribute 87% 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. This contribution increases to 88%/89%/90% in September 2017/2018/2019.

-The University shall contribute 87% of the cost of the employee's partner or child for each month the employee has an appointment of 0.2 FTE or greater. This contribution increases to 88%/89%/90% in September 2017/2018/2019.

-The University shall cover 87% of the premium cost and half the administrative fees for each month the employee is on approved medical leave for up to three months. This contribution increases to 88%/89%/90% in September 2017/2018/2019.

-While enrollment is voluntary, the University will cover the costs of the employee at 87% for the summer session. Dependents will also be covered at 87% over the summer term. This contribution increases to 88%/89%/90% in September 2017/2018/2019.

- Summer premiums are deducted in 1/9 increments from each academic year paycheck, beginning in October.

-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

**Letter of Agreement- Non-discrimination**

-The University agrees to respect the privacy concerns of all graduate DACA recipients, and to publish a resource guide for faculty, staff, and students on DACA.



# Generalized Calendar

The weeks might fluctuate, but our official calendar is online at <http://cge6069.org/connect/calendar/>

## Fall Term

Mid-Sept-Oct: Orientations

Week 1: Fall BBQ

Week 2: Steward Council Meeting

Week 2-3: Membership Drive

Week 4: All-Member Meeting

Week 6: Steward Council Meeting

Week 7: Trivia Night

Mid-November: AFT-Oregon President's Conference

## Winter Term

Week 2: Steward Council Meeting

Week 2-3: Membership Drive

Week 4: All Member Meeting (Steward Elections)

Late January: AFT-Oregon Winter School

Week 6: Steward Council Meeting

Week 7: Trivia Night

## Spring Term

Week 2: Steward Council Meeting

Week 2-3 Membership Drive

Week 4: All-Member Meeting (Officer Elections)

Week 6: Steward Council Meeting

Week 7: Trivia Night

Week 9: Brew Off

Late June: Strategic Retreat

## Consensus-Based Decision-Making

Our union uses consensus to make decisions during our Steward Council meetings. Here is a typical rundown of what consensus looks like in practice:

- An **Agenda** is made by Stewards in advance of a meeting. Agenda items should be clear, with pertinent information provided before a meeting. During meetings, **proposals for action/decisions will be made.**
- Once a **proposal** is made, a **Facilitator** asks for **Clarifying Questions**
- The **Facilitator** asks for **Concerns**
  - During discussion those with concerns may suggest **Friendly Amendments** to the Proposal
  - A Facilitator may take a **Temperature Check** about the proposal, amendment, or seriousness of a concern. **Temperature Checks** do not act as final decisions, they allow one to gauge the level of agreement/disagreement in the room.
- The Facilitator checks for **Consensus by calling for 1 to 5** (explained in detail below)
- If there are no **Blocks**, then the decision is approved and the group has reached consensus
- **Consensus does not require conformity, or that everyone has to think the same thing.** It enables a plurality of perspectives, and operates fundamentally on trust. In many instances, a Steward might not find a decision to be their preferred decision (or they might not have an opinion at all about the topic), but consensus means that at the very least a person trusts the broader group to make the right decision.

### CGE Consensus Model: One-to-Five Consensus-Building

Whenever a group is discussing a possible solution or coming to a decision on any matter, One-to-Five is the tool we use to determine whether a decision is approved or not.

A Facilitator, once it is reasonable to do so, will ask the group to indicate their support for a decision using One-to-Five fingers.

**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 trust the larger group to make a good decision.

**2 Fingers.** I am somewhat comfortable with the proposal but would like to discuss some minor issues.

**1 Finger.** 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 concerns and possible amendments. Teams continue the One-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?**

Grads voted to form CGE as its exclusive labor representative through a democratic process. CGE is our labor union bound to bargain for better work place conditions and wages, and also our only vehicle for having a say and influence in the relationship between ourselves as workers and our bosses at OSU.

As an individual worker, your power to improve your wages and work conditions is limited at best. As a collective body of all graduate workers, we have the power to improve the quality of our lives.

## **Who can join CGE?**

Any OSU graduate employee can join CGE.

## **What is the Bargaining Unit (BU)?**

Any worker that benefits from our contract (aka Collective Bargaining Agreement) is in our bargaining unit. When we negotiate with OSU for changes in our contract, all workers in the bargaining unit receive the benefits of these changes regardless if they are a member of our union or not.

## **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 together we make the university a better place for everyone!

Because of our union, we have won health care, fee remissions, guaranteed tuition waivers, and protections in the workplace not to mention we have gained salary increases every bargaining cycle since 2001. None of these things were gifts from the university, we won them through our collective action as a union, and we will need to continue to work together to ensure we keep these benefits.

## 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.

# 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.]



