

## Laurie Margaret Johnston

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**From:** Jenna Marvin <jm2449@cornell.edu>  
**Sent:** Wednesday, May 14, 2025 1:00 PM  
**To:** Laurie Margaret Johnston  
**Cc:** Ben Keller; Emmy Marra; Jason Kahabka; Mimi Townsend; cgsu-bc@googlegroups.com; bc@cornellgradunion.org  
**Subject:** Re: CGSU-UE Local 300/ Union Security Clause/ Charitable Contribution Option

Hi Laurie,

As Ben noted above, all objectors who demonstrate a sincerely held religious belief will be granted a reasonable accommodation to pay the equivalent of dues to a charity in accordance with the CBA and applicable law. Stipulating that religious objectors register their objection in writing via a standardized form is not a violation of the CBA or applicable law. We do not believe it is necessary to devote a Labor Management Committee meeting to this matter.

We will follow up on the second agenda point related to dues infrastructure about setting up a meeting.

Best,  
Jenna

Jenna Marvin  
PhD student, Cornell University  
History of Art & Visual Studies  
(she/her/hers)

On Wed, May 14, 2025 at 10:43 AM Laurie Margaret Johnston <lmj6@cornell.edu> wrote:

Hi Ben:

Would you and your team be willing to schedule a labor-management committee meeting? Our agenda items would be to address

1. the charitable giving option we have been discussing and the form we proposed last week, and
2. implementing the dues/ agency fees process with Payroll and Human Resources Information Systems (HRIS).

We believe that it will take about 30 days to implement the process. For instance, if CGSU-UE wanted the dues deduction process to begin on July 1, the University would need information from CGSU-UE by June 1.

Please let me know some dates and times that work for your team, or if you prefer, I can propose some dates and times, either by Zoom or in person. Thanks. Laurie

**From:** Laurie Margaret Johnston  
**Sent:** Thursday, May 8, 2025 12:20 PM  
**To:** Ben Keller <[bdk54@cornell.edu](mailto:bdk54@cornell.edu)>; Emmy Marra <[eam432@cornell.edu](mailto:eam432@cornell.edu)>; Jenna Marvin <[jm2449@cornell.edu](mailto:jm2449@cornell.edu)>  
**Cc:** Jason Kahabka <[jek15@cornell.edu](mailto:jek15@cornell.edu)>; Mimi Townsend <[mt879@cornell.edu](mailto:mt879@cornell.edu)>; [cgsu-bc@googlegroups.com](mailto:cgsu-bc@googlegroups.com);  
[bc@cornellgradunion.org](mailto:bc@cornellgradunion.org)  
**Subject:** RE: CGSU-UE Local 300/ Union Security Clause/ Charitable Contribution Option

Hi Ben: thanks for your response. My concern is that the questions posed by the UE seem geared to the statutory exemption in the Section 19 of National Labor Relations Act for religious objectors. The language in our Union Security clause is broader than the statutory exemption as we incorporated the EEOC definition ([EEOC Regulations, Sec. 1605.1](#)) which recognizes sincerely held religious, ethical and moral beliefs, and is clear that no particular religious group needs to espouse the individual's sincere religious, ethical, or moral belief. Therefore, the questions directed toward "religious" services, "religious" denominations and belief in "religious" tenets and practices are too narrow to encompass the definition adopted by CGSU-UE and the University in our agreement.

We do think this is an issue that can be addressed through our implementation discussions, and we would still like to meet and address this issue in our labor-management committee. If you prefer that we to speak to someone in the UE national office, such as in the counsel's office at the UE, please provide me with the contact information and I will ask Paul or Yoni to give them a call.

At labor-management, we would like to discuss a process that incorporates the language of our Union Security clause and are open to some form that confirms that the unit member holds a sincerely held religious, moral or ethical belief, as defined by the EEOC. I have drafted the attached form that addresses the requirements of our negotiated option of payment in lieu of membership dues/ agency fees to charity. Given that this clause is unique to our agreement, we think that a process unique to the language is appropriate.

Please let me know how you would like to proceed. I look forward to hearing from you. Thanks. Laurie

**From:** Ben Keller <[bdk54@cornell.edu](mailto:bdk54@cornell.edu)>  
**Sent:** Tuesday, May 6, 2025 12:30 PM

**To:** Laurie Margaret Johnston <lmj6@cornell.edu>; Emmy Marra <eam432@cornell.edu>; Jenna Marvin <jm2449@cornell.edu>  
**Cc:** Jason Kahabka <jek15@cornell.edu>; Mimi Townsend <mt879@cornell.edu>; cgsu-bc@googlegroups.com; bc@cornellgradunion.org  
**Subject:** Re: CGSU-UE Local 300/ Union Security Clause/ Charitable Contribution Option

Hi Laurie,

Religious objections to paying union dues are evaluated by the UE National Union. The questions you referenced are used to help the Union determine whether the objector has a sincerely held religious belief as defined by the EEOC and Title VII of the Civil Rights Act of 1964, and therefore qualifies for a reasonable accommodation. All objectors who demonstrate a sincerely held religious belief will be granted a reasonable accommodation to pay the equivalent of dues to a charity in accordance with the CBA and applicable law.

Thanks,  
Ben

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**From:** Laurie Margaret Johnston <lmj6@cornell.edu>  
**Sent:** Monday, April 28, 2025 2:04 PM  
**To:** Ben Keller <bdk54@cornell.edu>; Emmy Marra <eam432@cornell.edu>; Jenna Marvin <jm2449@cornell.edu>  
**Cc:** Jason Kahabka <jek15@cornell.edu>; Mimi Townsend <mt879@cornell.edu>  
**Subject:** CGSU-UE Local 300/ Union Security Clause/ Charitable Contribution Option

Dear Ben, Emma and Jenna:

I am writing to you to request a meeting to confirm the process that graduate student workers will use to advise the Union of their election to make a charitable donation in lieu of payments to the Union under our Collective Bargaining Agreement.

Paragraph D of the Union Security clause provides:

If a Graduate Student Worker has a **sincerely held religious belief, as defined by the U.S. Equal Employment Opportunity Commission (EEOC)**, that prohibits them from joining and maintaining membership in a union, they **may elect** to pay the amount equivalent to initiation fees and monthly dues to charity in lieu of payments to the Union **by advising the Union in writing** of their religious objection and making monthly donations in an amount

equivalent to union service fees to one or more of the following charities: American Heart Association, American Cancer Society, or the United Way. The Graduate Student Worker must show proof to the Union of having made the contributions to charity in the amount of membership dues on a monthly basis.(Emphasis supplied)

During negotiations, the Parties agreed to use the definition of “sincerely held religious belief defined by the U.S. Equal Employment Opportunity Commission (EEOC).” As recognized at the bargaining table, this was in part because the EEOC’s definition also covers “moral or ethical beliefs....” See EEOC Regulations, Sec. 1605.1. . The Parties also agreed to bargained-for language that a graduate student worker “may elect” this option and must only “advise the Union in writing of their religious objection.” During a discussion while bargaining this section, Paul Salvatore and Valentina Luketa, with Yoni Grossman-Boder and Jawuanna McAllister present, discussed how this article would be administered, and Valentina represented that the UE “would not look under the hood” once a graduate student worker elected to make a payment to charity in lieu of payments to the Union. Valentina further stated that the Union would not want to take on the potential risks associated with that vetting process.

As the Parties have begun to implement the Agreement, we learned that certain graduate student workers who elected to make a charitable contribution in lieu of payments to the Union have been told that they have to submit an application for approval by the national UE office in Pittsburgh. We understand that the graduate student workers are required to provide the following information:

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

- 1. Please describe your religious belief in detail and why you assert it prevents you from paying union dues/fees.*
- 2. Are you a member of a particular religious denomination or faith group? If so, has this group historically held conscientious objections to joining or financially supporting labor organizations? Please describe.*
- 3. Do you observe any specific religious tenets and practices which relate to your objection to paying union dues/fees?*
- 4. Do you attend religious services? If so, please include the name and address of the organization sponsoring the services you attend and the name of the faith leader(s).*
- 5. How long have you held your religious belief?*

*Please include your name, address, telephone number, and email address, and send your request via email to [objections@ueunion.org](mailto:objections@ueunion.org) or mail to:*

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

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

This process does not reflect our negotiated language allowing a graduate student worker to “elect” to pay a charity upon “advising” the Union, in writing, of their sincerely held religious belief (including moral or ethical beliefs). The questions instead seem tailored to the religious exemption in the National Labor Relations Act, Section 19, which is distinct from the compromise the Parties struck here. The process fails in three specific ways:

*First*, question one requires the graduate student worker to “describe [their] religious belief in detail,” along with other requirements. However, the Agreement simply requires a graduate student worker to “advise the Union in writing of their religious objection,” prohibiting the Union from further requiring a detailed description of their beliefs.

*Second*, questions two through five appear potentially related to the narrow religious exemption found in Section 19 of the National Labor Relations Act. However, the Parties here agreed to permit graduate student workers to elect to pay an equivalent amount to charity in lieu of payments to the Union so long as they had a sincerely held religious belief, as defined by the EEOC. Notably, the EEOC’s definition covers “moral or ethical beliefs as to what is right and wrong...” and goes on to explain that “[t]he fact that no religious group espouses such beliefs or the fact that the religious group to which the individual professes to belong may not accept such belief will not determine whether the belief is a religious belief” held by the graduate student worker. Questions two through five are therefore inconsistent with the Parties’ Agreement.

*Finally*, the questionnaire asserts that the UE national office will evaluate “requests” on a case-by-case basis. The Parties’ Agreement does not contemplate, or permit, the Union to institute an application and approval process. Instead, the Agreement allows any graduate student worker to “elect” to pay the amount equivalent to service fees in lieu of payments to the Union upon advising the Union of their objection in writing.

In short, this process is a far cry from the Parties’ Agreement and Valentina’s representation that the union would not question a graduate student worker’s sincerely held religious (including moral or ethical) beliefs.

Contrary to the procedure implemented by the Union, the Parties’ Agreement states that all a graduate student worker must do in order to elect to make a payment to charity in lieu of a payment to the Union is: (1) hold a “sincerely held religious belief” as defined by the EEOC, which includes moral or ethical beliefs, and (2) “advise the Union in writing of their religious objection....” No more is required. The graduate student worker also must, of course, make the donations to one of the defined charities.

This procedure enshrined in the Union Security Article was one of the key compromises that allowed the Parties to break the logjam in bargaining and reach a “win-win” Agreement that both sides are rightfully proud of.

I understand that there are many complexities to work through when implementing any Agreement for the first time, particularly one for such a large and diverse unit. I trust that through discussions we can work together to implement a procedure consistent with the Parties' Agreement.

Therefore, I would like to schedule a labor management meeting so we can discuss a process consistent with our negotiated contract language. Please let me know some dates and times you are available to meet. Thanks.  
Laurie

Laurie M. Johnston

Sr. Director, Staff and Labor Relations

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