

From: Laurie Margaret Johnston <lmj6@cornell.edu>

Sent: Monday, June 2, 2025 2:46:11 PM

Subject: CGSU-UE Blocking University's Proper Implementation of Union Security Clause

Dear Arnav, Jenna and Maggie, as Union members of the Labor Management Committee (LMC):

Our LMC is empowered to oversee the implementation of the Collective Bargaining Agreement. (Labor Management Committee Article, Section 3). As you know from our collective bargaining negotiations and subsequent LMC discussions, the Union Security Article is one of the most important in our contract. It mandates that Graduate Student Workers can make one of three choices:

1. Join the Union and pay **union dues** on a monthly basis;
2. Do not join the Union and pay the Union an **agency fee**, which will be an amount set by the Union in accordance with applicable law up to the equivalent of union dues; or
3. If they have a sincerely held religious belief (which includes moral and ethical beliefs) that prevents them from joining and maintaining membership in CGSU-UE, **they may elect to make monthly donations in an amount equivalent to union service fees to certain designated charities.**

Unfortunately, as outlined in detail below, the Union is preventing the University from properly implementing the Union Security Article's charitable contribution option. Indeed, the Union has not taken the steps required to provide Graduate Student Workers with the ability to exercise their right to elect the charitable contribution option despite representing it has done so at the LMC. Therefore, because of the Union's actions, at this time, the University cannot properly implement the Union Security Article. Namely, as all Unit Members have not been given the opportunity to freely elect the charitable contribution option, the University is not now in a position to collect and remit membership dues, initiation fees, and agency fees.

As background, during our recent LMC meeting on May 29, 2025, you assured us that all requests for the charitable giving option under our Union Security clause would be granted consistent with law and our contract. We shared the University's concerns with the process proposed by the Union, as we explained in our [emails on dated April 28, May 8 and May 14](#). The Union took the position that the charitable giving option was an internal union matter. We disagree given the plain language of the Union Security clause; indeed, it is a contractual matter as negotiated by the Parties in the Union Security Article of the CBA.

To be clear, our Union Security clause provides the following option for eligible Unit Members in lieu of paying Union membership dues or agency fees:

D. Payment in Lieu of Membership Dues / Agency Fees

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.

Based on assurances from the union at the May 29 meeting that all requests to make a charitable contribution in lieu of dues or fees would be granted consistent with law and our contract, we moved to other agenda items at that time.

But soon after that meeting, we independently learned that CGSU-UE sent an email to the bargaining unit regarding the collection of dues or agency fees. This message purported to unilaterally implement a dues collection regime at odds with the Parties' negotiated Union Security article. The Union's email **does not** mention the negotiated option for a charitable contribution in lieu of union dues / agency fees and incorrectly states that all members of the bargaining unit have to pay the union when the parties specifically negotiated an option for eligible Graduate Student Workers to elect charitable deductions in lieu of union dues or agency fees.

The Union's email states:

Dear CGSU-UE Members,

On **May 30**, we will turn in our first batch of membership cards to Cornell. Cornell has indicated to us that it will require 30 days to begin collecting dues from all members who have signed membership cards and agency fee cards. Dues and agency fees allow us to start building funds for the future, including potential arbitration to enforce our contract. **Since all GAs, TAs, GRAs, and RAs are covered by our contract, everyone must pay their fair share for its enforcement.**

If you are covered by our contract, you can either [become a member of CGSU-UE Local 300 and pay dues](#) or, if you choose not to become a member, [pay an agency fee to the Union](#). Only union members are eligible to attend general membership meetings and vote on all union matters, including our upcoming constitution ratification and e-board elections. Graduate workers eligible for membership include those employed by the University to provide research or instructional services. Specific exclusions are listed at the end of the CGSU-UE Local 300 Membership and Dues FAQ.

[SIGN YOUR UNION CARD HERE](#)

If you have already signed a membership card or agency card, no further action is needed. If you have any questions, please contact us at communications@cornellgradunion.org.

In solidarity,
CGSU-UE Interim Grievance Committee

We also subsequently learned that the Union doubled down on its messaging by sending a misleading text to at least some Unit Members' personal cell phones on May 30, 2025. The text

informs Unit Members they “need to make an election” between a “membership card and [] agency fee” because it is a “condition of employment per our Collective Bargaining Agreement with Cornell.” The information in the Union’s text is simply misleading.

For the sake of clarity, the Parties’ Agreement does *not* merely enshrine a unit member’s right under *Beck* to object to mandatory union membership, which Maggie seemed to imply in her email on May 30, 2025. Nor does the Parties’ Agreement merely track the narrow religious protections in Section 19 of the National Labor Relations Act. Instead, the Parties agreed to a different, broader formulation – permitting Graduate Student Workers to elect to pay an equivalent amount to charity in lieu of payments to the Union so long as they have 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 *does not* require that a specific religious group espouse the individual’s religious, moral or ethical belief. See [EEOC Regulations, Sec. 1605.1](#).

Frankly, the University is shocked and dismayed at the Union’s decision to provide clearly erroneous and misleading information to its bargaining unit members.

Through the LMC over the last several weeks, we have tried to engage in meaningful discussions with the Union on this very important topic: that is, the right for Graduate Student Workers with eligible religious objections (including moral or ethical objections) to elect to make monthly donations to designated charity rather than payments to the Union. We have sent the Union thoughtful correspondence ([April 28](#), [May 8](#) and [May 14](#)) asking the Union to engage with the University to address this charitable contribution option. We even proposed a sample form, attached to this email, that captures the Collective Bargaining Agreement’s language regarding the charitable contribution option. We requested additional LMC meetings to discuss this issue – which you refused. We tried to engage in a discussion at the May 29 labor management meeting only to be stone-walled (e.g., “we will not talk about this anymore,” “this is an internal union matter”).

It is now very clear that – despite agreeing to the charitable contribution option in bargaining and including it in the now ratified Collective Bargaining Agreement – the Union is unilaterally implementing a dues and fees collection regime that is blatantly at odds with the Parties’ Agreement by omitting *the contractual right* for Graduate Students with religious (including moral or ethical) objections to elect to make charitable contributions, and is actively obstructing every attempt by the University to implement a proper procedure through the LMC.

Despite best efforts by the University, the Union has prevented the University from properly implementing the Union Security Article, and is preventing Graduate Student Workers with religious, moral or ethical objections from exercising their rights under the Collective Bargaining Agreement. As I previously offered, if the Union wishes to stop blocking the proper implementation of the Union Security clause, the University is prepared to meet to see if resolution of this dispute is possible. If so, please contact me at your earliest convenience. Thanks. Laurie

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