

**Upcoming Events!****UAW 2322**

**Executive Board Meeting**  
 Thursday, February 13  
 6:00–8:00 PM  
 UAW 2322 Office, 4 Open  
 Square Way #406,  
 Holyoke, MA

**UAW 2322 Solidarity and Education Committee Meeting**

Monday, February 24  
 3:00–4:00 PM  
 UAW 2322 Office

**UAW 2322**

**Joint Council Meeting**  
 Thursday, February 27  
 6:00–8:00 PM  
 UMass Amherst Campus  
 Center, Room 904

**UAW Massachusetts Lobby Day**

Tuesday, March 4  
 9:00 AM–2:00 PM  
 State House, Room 413-E,  
 Beacon and Park St, Boston,  
 MA 01233  
 See our front page story  
 for more details



By Ryan Quinn, Western MA CAP Delegate

**March 4: Massachusetts Lobby Day**

On March 4, 2014, the UAW Massachusetts Community Action Program (CAP) Council will hold its annual Lobby Day at the Statehouse in Boston. UAW 2322 will be joining other UAW members from across the state to speak with state legislators about funding for childcare, legal services for low income residents, public higher education funding, earned sick time, funding for early childhood education, and temporary workers' rights.

Please consider joining us to support funding for your union brothers and sisters and to lobby for fair workplace laws for everyone in the Commonwealth. No previous lobbying experience is necessary; the UAW CAP Council provides a briefing on the issues before splitting up so people know the details, and we travel in groups to ensure that no one is responsible for speaking about multiple funding bills and workplace laws.

**Earned Paid Sick Time Act, S900/H1739**

Under this law, employees would earn 1 hour of sick time for every 30 hours worked.

- For employers with more than 5 employees, earned sick time would be paid.
- For employers with 5 or fewer employees, employers would have the option of paying for sick time, but could not discipline workers who used sick time.

Employees can use sick time to:

- care for themselves or a family member
- to recover from illness
- to attend medical appointments
- to care for chronic illnesses
- to seek support to escape or recover from domestic violence

For more information, check out  
<http://www.masspaidleave.org/>

We will be carpooling to Boston from Western MA on the morning of the 4th, and returning in the early evening. Please email in-

fo@uaw2322.org by Tuesday, February 18 to let us know that you'd like to attend.

**NYU graduate employees win back union with 98% majority**

UAW Press Release, 12/12/2013

NEW YORK – A majority of voting graduate employees at New York University chose to unionize in an historic election held on Dec. 10 and 11 that was certified by the American Arbitration Association late today. With a resounding 98 percent voting for representation by the UAW, NYU once again becomes the only private university in the U.S. with collective bargaining rights for graduate employees.

A groundbreaking Nov. 26 election and neutrality agreement between NYU and the Graduate Student Organizing Commit-

tee/UAW (GSOC/UAW) and Scientists and Engineers Together/UAW (SET/UAW) led to the election. The positive vote creates a bargaining unit of 1,247 graduate, research and teaching assistants (GAs, TAs and RAs) across NYU and the Polytechnic Institute of NYU, which expands the unit beyond the number of classifications covered under the previous contract that ended in 2005.

"This is a huge victory that puts us in a position to negotiate for the things that really matter to us," said Natasha Raheja, a doctoral candidate and TA in

Anthropology at NYU. "We are determined to reach an agreement on a strong union contract by the end of this academic year."

The election and neutrality agreement set a positive tone for the election, built the foundation for a productive bargaining relationship with the administration, and serves as a model for graduate employees aspiring to organize at other private institutions across the country. Key provisions included:

A commitment by the NYU administration – including depart-

ment chairs, directors of graduate studies, and others – to remain neutral and refrain from influencing the election.

Provision for a neutral arbitrator to resolve any pre-election disputes within 48 hours.

An agreement by the NYU administration to bargain in good faith for a contract upon certification of a majority vote in favor of unionization.

In a joint statement issued after the neutrality agreement was reached, the UAW and NYU

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# Harris v. Quinn and The Future of Public Sector Unions

By Ryan Quinn, Servicing Rep.

On January 21, when the U.S. Supreme Court heard oral arguments in Harris v. Quinn, justices questioned some of the core legal principles underlying public employee collective bargaining. The outcome of this case could have serious implications for the future of public sector unions, and may impact private sector "fair share" agreements as well.

The plaintiffs are a group of home health care aides provided by the state of Illinois to some Medicaid patients, assisted by the National Right To Work Committee (NRTW). They contend that even though these workers object to membership in a union authorized by a ma-

majority of home health care aides and therefore do not have to pay for any political expenditures by the union, the union's representative status and the agency fee they have to pay for bargaining and representation expenses constitute a violation of their First Amendment rights. That is to say, because a contract between the state and the union requires that workers pay an agency fee for bargaining and representation expenses, the state of Illinois is unconstitutionally restricting workers' First Amendment rights of free association and free speech.

This argument has been rejected by the Court since its 1956 Railway Employees v. Hanson decision, where Justice Douglas wrote for the majority that, "on

the present record, there is no more an infringement or impairment of First Amendment rights than there would be in the case of a lawyer who by state law is required to be a member of an integrated bar." The Court maintained the constitutionality of agency and fair-share agreements in a number of private sector cases prior to upholding their legality in the public sector in the 1977 case Abood v. Detroit Board of Education. In Abood, the court held that, "although public employee unions' activities are political to the extent they attempt to influence governmental policymaking, the differences in the nature of collective bargaining between the public and private sectors do not mean that a public employee has a weightier

First Amendment interest than a private employee in not being compelled to contribute to the costs of exclusive union representation."

Some of the Justice's questions during oral arguments seemed to indicate a concern about issues more fundamental than whether an agency fee in public employee union contract violates the First Amendment. Justices Alito and Breyer, for instance, inquired into whether public employees had a right to bargain collectively at all. The outcome of Harris v. Quinn could have serious ramifications for our union, so we will be covering it here as there are updates and when the decision is announced.

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expressed confidence that the agreement will "improve the graduate student experience" and "sustain and enhance NYU's academic competitiveness."

"Without an employer-driven campaign, the hostility and divisiveness that too often surrounds union votes never materialized. This election stands out as one of the most positive, democratic processes I've ever experienced," said UAW Region 9A Director Julie Kushner. "NYU's genuine commitment to neutrality fostered a remarkably respectful environment in which graduate employees were free

to choose representation without threats or intimidation. For many, it was a celebration of their right to vote and an im-

ees like those at NYU."

"The UAW of the 21st century is committed to finding common

for allowing NYU graduate employees to exercise their democratic right to freely choose representation. NYU is a recognized leader among educational institutions globally; we hope this will serve as a model that inspires other private universities across the country to pursue similar agreements that recognize workers' rights to have a say in the decisions that affect their lives and their campuses," King added.



The Graduate Student Organizing Committee at NYU celebrates victory on December 12 with UAW Region 9A Director Julie Kushner, Local 2110 President Maida Rosenstein, and UAW 2322 member/organizer Tiffany Yee

portant affirmation of their valuable role in the NYU community. This election should be the start of a tremendous shift among university administrations across the country toward embracing the voices of dedicated, hardworking graduate employ-

ground with employers to establish fair practices that allow workers to decide on union representation without employer interference and without fear and intimidation," said UAW President Bob King. "We commend the NYU administration

The UAW represents more than 45,000 academic workers across the U.S., including graduate employees at the University of Massachusetts, University of Washington, University of California and California State University.