

University-Union Election Agreement

This Election Agreement (“Agreement”) is entered into this 1st day of March, 2023 between Syracuse University (the “University”), Syracuse Graduate Employees United (“SGEU”) and the Service Employees International Union Local 200 United (“SEIU”), with SGEU and SEIU collectively referred to herein as the “Union.”

WHEREAS, the Union seeks to represent a bargaining unit of Graduate Assistants as defined below in Paragraph 3(D), (collectively referred to as “Graduate Assistants” or the “Unit”); and

WHEREAS, the parties wish to establish a fair and expeditious process to enable the Graduate Assistants to decide, free of unlawful interference, whether they wish the Union to be designated as their exclusive collective bargaining representative; and

WHEREAS, the parties desire to maintain a mutually respectful relationship throughout this process;

1. General Principles of Communication

A. The parties agree that they will treat each other with mutual respect and dignity throughout the process described in this Agreement. Members of the University community: students, faculty, and administration shall have the right to express their views concerning unionization of the Graduate Assistants consistent with University policies, the National Labor Relations Act (“NLRA”) and this Agreement.

B. Union representatives will be permitted to:

- i. Access all areas of campus that are generally open to Graduate Assistants for the purposes of communicating with and meeting with Graduate Assistants and posting literature, provided that the Union does not in any way disrupt University operations.
- ii. Reserve space on campus for meetings that Graduate Assistants can otherwise reserve.
- iii. However, the Union will use best efforts to provide the names of the visiting Union representatives to the University no later than 24 hours prior to their arrival on campus.

- C. If a graduate student objects to being solicited by the Union, the Union representatives must halt solicitation and/or leave the area as promptly as possible.

2. Pre-election Procedures and Information Sharing

- A. In order for this Agreement to be effective, the Union agrees it will not file at any time a representation petition with the National Labor Relations Board (“NLRB”) to seek an election or request recognition as representative of the Graduate Assistants. Instead, as described below, the Union agrees to file a petition for an election, with supporting authorization cards, to a neutral, third-party Arbitrator selected jointly by the parties (as identified in Paragraph 6(D), hereafter the “Arbitrator”).
- B. Prior to the filing of a petition with the Arbitrator, the University will, to the extent permitted by law, provide the Union with a list of all Graduate Assistants who are in the proposed bargaining unit (described in Paragraph 3(D)) along with the following information, to the extent the University has such information: department, degree program, date of first enrollment as a student, field of study, job titles, personal mailing address, personal phone numbers, and personal email addresses. With respect to all information provided under this agreement, the Union agrees not to use this information for any purpose other than internal Union administration and communication with the Graduate Assistants. In accordance with the University’s obligations under the Family Educational Rights and Privacy Act (“FERPA”), this information will be provided to the Union in Excel format no later than five (5) calendar days from the latter of the following: (1) the Arbitrator’s subpoena being enforced by any court of competent jurisdiction located within the County of Onondaga, State of New York ordering the University to provide the above-described information to the Union; and (2) notice from the University, which has been vetted and approved by the Union (such approval shall not be unreasonably withheld and will be expeditiously approved) to all affected students whose information will be released. The parties stipulate that the Union may seek the Arbitrator’s subpoena for the above-described information any time after the execution of this Agreement.

3. Election Procedures

- A. **Selection of AAA.** The question of whether a majority of Graduate Assistants in the bargaining unit set forth in Paragraph 3(D) below wish to be represented by the Union shall be determined in a secret ballot election conducted by the American Arbitration Association (“AAA”).

B. Pre-Election. In order to trigger the election procedure, the Union shall make a showing to the Arbitrator of valid, signed (paper or electronic) authorization cards from 30% of the proposed bargaining Unit as defined in this Agreement at Paragraph 3(D) below. The University may require the Arbitrator (named infra) to review the cards to ensure their validity. To be valid, an authorization card must be signed within one year of the date such card is submitted to the Arbitrator and must be signed by currently enrolled students who are in the proposed bargaining unit as defined by this agreement.

C. Election.

The question of whether a majority of Graduate Assistants in the Unit set forth in Paragraph 3(D) below wish to be represented by the Union shall be determined in a secret ballot election conducted by the AAA. The election will be conducted by manual ballot generally consistent with the NLRB rules and regulations. The language on the ballot shall read: Do you wish to be represented for purposes of collective bargaining by Syracuse Graduate Employees United - Service Employees International Union Local 200United?" The choices on the ballot will be "Yes" or "No."

Eligible Graduate Assistants shall vote in person on the campus of the University. The parties agree to a voting period of two days. Neither the University nor the Union shall provide any financial inducements to vote. The election will occur in-person on the University's campus in Syracuse, New York, with at least one voting location at Hendricks Chapel and others to be added if agreed to by the parties and recommended by AAA.

Pursuant to NLRB rules and regulations, the AAA shall count the ballots expeditiously following the conclusion of the voting period. Both parties, including Graduate Assistants, may attend the counting of the ballots.

If a majority (50% + 1) of the eligible Graduate Assistants voting in the election conducted pursuant to the terms of this Agreement votes in favor of representation by the Union, and after any disputes as to eligibility or election conduct are resolved pursuant to Paragraph 3(H) below, the University immediately shall grant recognition to the Union as the exclusive collective bargaining representative of the Unit defined in 3D below with all of the rights and obligations of a union certified by the NLRB to the extent consistent with this Agreement.

A notice of the University's recognition of the Union as the exclusive collective bargaining representative of the Graduate Assistants will be sent to Region 3 of the NLRB.

The parties agree they will use this Agreement and, where not otherwise modified herein, the guidelines of the NLRA, to ensure that a fair and representative election occurs among eligible voters in the designated Unit.

D. Scope of the Bargaining Unit.

Included within the bargaining unit, and referred to throughout this Agreement as the "Unit," are:

- All University Ph.D. students who are: (i) matriculated in a doctoral degree program in the College of Arts & Sciences, Whitman School of Management, S.I. Newhouse School of Public Communications, School of Education, Falk College of Sport & Human Dynamics, Maxwell School of Citizenship and Public Affairs, iSchool, or College of Engineering and Computer Science; (ii) awarded a stipend and a condition of receiving the stipend is the performance of research, instructional, or other specialty services that are related to the student's academic program as duly appointed Teaching Assistants ("TA"), Research Assistants ("RA"), or Graduate Administrative Assistants through the Graduate School (collectively "Ph.D. Academic Graduate Assistants").
- All University Master's students who are: (i) matriculated in a master's degree program in the College of Arts & Sciences, Whitman School of Management, S.I. Newhouse School of Public Communications, College of Visual and Performing Arts, School of Education, School of Architecture, Falk College of Sport & Human Dynamics, Maxwell School of Citizenship and Public Affairs, iSchool, or College of Engineering and Computer Science; (ii) awarded a stipend and a condition of receiving the stipend is the performance of that in certain semesters these master's students will provide research, instructional, or other specialty services that are related to the student's academic program as duly appointed Teaching Assistants ("TA"), Research Assistants ("RA"), or Graduate Administrative Assistants through the Graduate School (collectively "Masters Academic Graduate Assistants").

- Ph.D. and Master's Academic Graduate Assistants (collectively, "Graduate Assistants") will be included in the Unit only during those semesters in which the student is a duly appointed Graduate Assistant holding at least a 10-hour per week appointment.

Excluded from the bargaining unit are: Fellows; Ph.D. students receiving an institutional training grant from external funding agencies; students who are compensated on an hourly basis; all undergraduate students; all other faculty; supervisors, managerial employees, office clerical employees, confidential employees; and all other employees.

- E. Eligible Voters.** Eligible voters are those Graduate Assistants who are part of the Unit and performing services during the semester in which the election is held.
- F. Timing of Election.** The Union shall provide the University with 10 calendar days' notice of its intent to file an election petition with the Arbitrator. Upon written request of the Union and presentation of the requisite authorization cards, an election shall be conducted by the AAA. The election shall take place no later than 15 business days after an election petition is filed by the Union. However, the parties agree that notwithstanding the above, in order to maximize voter turnout, no election will be scheduled during any official University break, summer term, reading week, or finals period. The parties commit to using best efforts to hold an election no later than April 14, 2023.
- G. List of Eligible Voters.** The University will provide the Union with the voter eligibility list in Excel format following the same subpoena and FERPA notice process outlined in Paragraph 2(B) above. To the extent an eligible student received a FERPA notice pursuant to Paragraph 2(B), they will not receive another related to the voter eligibility list. In accordance with the University's obligations under FERPA, students may seek to have personally identifiable information that would have been provided as part of the voter eligibility list kept private by seeking a protective action with the Arbitrator. All parties will act expeditiously to complete this process. The Parties stipulate that the Union may seek an Arbitrator's subpoena for the above described information any time after the Union files its election petition consistent with this Agreement. All parties will act expeditiously to complete this process.

The voter eligibility list will contain an updated list of all Graduate Assistants who are in the Unit described in Paragraph 3(D) above, their department, job title, degree program, start date, and field of study and to the extent that the

University has the information, their personal mailing addresses, personal phones numbers, and personal email addresses.

H. Disputes. The parties shall create a Union-Management Committee (UMC) consisting of a minimum of 3 members from the University and 3 members from the Union, respectively, to discuss any and all issues under, pursuant to, or related to in any way, this Agreement and to work on any other issues of mutual interest. Each party shall choose its committee members. Meetings shall be convened by the University. The committee may schedule a regular monthly meeting and may establish additional sessions if needed.

If there is any dispute regarding the eligibility of any individual voting in an election conducted pursuant to this Agreement that has not been resolved via the UMC or mediation and proceeds to Arbitration pursuant to Paragraph 6 (Enforcement), such dispute will be resolved by the Arbitrator in accordance with the terms of this Agreement. The Arbitrator will take into consideration the standards applied by the NLRB under the NLRA to the extent consistent with this Agreement, with the understanding that the individuals holding the positions described in Paragraph 3(D) above are deemed eligible to vote. If any dispute arises as to the results of an election conducted pursuant to the Agreement that has not been resolved via the UMC or mediation and proceeds to Arbitration pursuant to Paragraph 6 (Enforcement), such dispute will be resolved by the Arbitrator, based on the terms of this Agreement. The Arbitrator will follow standards applied by the NLRB under the NLRA to the extent that those standards are otherwise consistent with this Agreement. Any hearing to resolve disputes under this Paragraph shall be held within 10 calendar days of notice by one of the parties to the other after having exhausted the UMC and mediation requirements of Paragraph 6, and will be limited to one day in duration, with the time evenly divided between the parties. A decision, order and certification of election results shall issue within 14 calendar days of the hearing.

4. Open Discussion and Access to Information. The parties agree that, in the interest of having a well-informed electorate and to facilitate open dialogue:

A. The University agrees that it will not host forums to discuss publicly the issues involved in the unionization campaign. However, nothing in this agreement will preclude the University from issuing electronic messaging to the University community to provide information designed to ensure compliance with the rules set forth in the NLRA. The University is committed to creating a culture where our community members feel supported to explore, discuss and debate varying opinions and perspectives in a respectful manner. As a learning community dedicated to academic

excellence, diverse viewpoints and respectful dialogue, the University will not take a formal position on the merits of unionization, nor will it interfere with the democratic process. As part of this commitment and as the union election process proceeds, we agree that neither party will conduct itself or communicate in a negative, derogatory or demeaning way about the other party, or about labor unions or employers generally. Furthermore, neither party will engage in conduct, threats, misrepresentations, or delaying tactics; provide any support or assistance of any kind to any person or group, which is opposed to the principles of this Agreement; or commit any unfair labor practice. It is critical that, together, all parties create an environment where the opinions, voices and ideas of all Graduate Assistants are given consideration on this important matter in a fair, inclusive and equitable manner.

- B. The parties will jointly release the letter attached to this agreement as Appendix I. The letter will be featured in the regular Graduate School newsletter, distributed to all graduate programs for posting and sent separately via email by the University to all Graduate Assistants at a time agreed upon by the parties.
- C. The University will not restrict any of its students or employees from wearing shirts, buttons, and other items expressing their position regarding graduate student unionization consistent with the NLRA, University policies, and this Agreement. The Union agrees that none of its conduct and communications will violate its no strike pledge, infra, or deface, destroy or damage the University or personal property, including without limitation removing or defacing any posters, flyers, etc., expressing viewpoints other than those in favor of unionization. Union communications will otherwise comply with all University policies, including the Campus Posting Policy.

5. Bargaining Obligation

- A. If the Union is certified by the Arbitrator as the exclusive representative of the Graduate Assistants as a result of the election procedures described above, the University and the Union will commence negotiations in good faith over the terms of the collective bargaining agreement.
- B. To the degree the parties have difficulty in expeditiously reaching an agreed upon first collective bargaining agreement, they may utilize a mutually agreed upon mediator to facilitate discussion and agreement. The mediator shall have the ability to sit in negotiating sessions, speak separately with each party and utilize best efforts to encourage the parties to compromise

and reach agreement. However, no “interest arbitration” of any kind shall be permitted. “Interest arbitration” is a final and binding process whereby the issues not resolved in contract negotiations are presented to an impartial arbitrator for an arbitrator to decide what the resolution shall be.

6. **Enforcement.** Neither party will initiate any proceeding with the NLRB (or in any other forum other than as specified by this Agreement), including without limitation, on any and all issues concerning provisions of this Agreement, the decision by the Graduate Assistants whether to be represented by the Union, or the conduct of the parties in connection with the decision of the Graduate Assistants whether to be represented by the Union. Nothing in this Agreement shall prevent either party from the right to initiate proceedings with the NLRB to resolve issues that occur after the bargaining obligation attaches. As specified below, the UMC, mediation and arbitration are the sole and exclusive dispute resolution mechanisms for any dispute under, pursuant to, or related in any way to this Agreement.

A. **Union-Management Committee.** Before any dispute under, pursuant to, or related in any way to this Agreement is mediated or arbitrated, the UMC shall meet to discuss the dispute.

B. **Mediation.** If the UMC has not resolved the dispute, and before any dispute under, pursuant to, or related in any way to this Agreement is arbitrated, the parties shall mediate such dispute before Howard Edelman who will act as a neutral mediator. Michael Whelan shall serve as the alternate mediator if Howard Edelman cannot timely serve. The mediator will adhere to the Model Standards of Conduct for Mediators jointly issued by the AAA, American Bar Association, and Association for conflict Resolution. Moreover, the parties agree that the cost of mediation shall be borne equally by the parties, except that each party shall bear sole responsibility for payment of its attorney’s fees.

C. **Arbitration.** If any dispute between the parties is not resolved through mediation, a hearing will be conducted before the Arbitrator designated in Paragraph 6(D) within 48 hours of notice by the party alleging a violation to the other party and to the Arbitrator. The parties agree to make themselves available during the evenings and on weekends in order to comply with this time limit. Any hearing conducted under this provision will be limited to four hours (except if both parties agree the matter requires more time or the Arbitrator rules otherwise) with the time divided evenly between the two parties, the Arbitrator will have the authority to issue any order deemed necessary to ensure compliance with this Agreement, including bench decisions, temporary restraining orders, or preliminary injunctions. If either party believes that a violation of this Agreement is egregious or repetitive

that party can file directly for arbitration, skipping the mediation step.

Notwithstanding the preceding paragraph, the time period for conducting a hearing regarding the eligibility of any individual voting in an election pursuant to this Agreement or regarding results of an election pursuant to this Agreement and the time period for issuing a decision, order or certification of election are defined by Paragraph 3(H) (Disputes) above.

Notwithstanding the above, the Arbitrator shall not have the authority to engage in "Interest Arbitration" under this Agreement or any subsequent collective bargaining agreement. The Arbitrator shall follow, as applicable, the Labor Arbitration Rules of the AAA. Moreover, with respect to any arbitration under this Agreement, all arbitration costs shall be shared equally between the parties, except all parties' attorneys' fees. The parties specifically empower the Arbitrator designated in Paragraph 6(D) to resolve disputes concerning the University's obligations under this Agreement to provide information to the Union, including without limitation, making determinations related to conflict of laws including privacy laws such as FERPA.

- D. Panel of Arbitrators.** Arbitrator Martin Scheinman shall be the principal arbitrator under this agreement (the "Arbitrator"). However, if Martin Scheinman is unable to serve, then Arbitrator Sheila Cole shall serve in his place and shall have full authority to resolve such issues. Additionally, arbitrators may be added upon mutual agreement of the parties.
- E. Orders and Decisions.** All orders and decisions issued by the Arbitrator pursuant to this agreement shall be final and binding on the parties. Upon application of a party to this Agreement, the United States District Court for the Northern District of New York shall, in accordance with law, enforce an order of the Arbitrator, including temporary restraining orders and preliminary injunctions. The parties hereby consent to the entry of an order of the Arbitrator as the judgment or order of the Court, without findings of fact or conclusions of law. In the event of an unsuccessful challenge to an arbitration award issued pursuant to this Agreement, the party who challenged the award or who unsuccessfully objects to the entry of an award of the Arbitrator as an order of the Court shall pay the reasonable attorneys' fees and costs of the other party.
- 7. Notice to Parties.** Any notice to be served on the University under this Agreement will be sent via U.S. Mail and email to Labor Relations, 621 Skytop Road, Suite 1001, Syracuse, New York 13244, dcdyce@syr.edu, with a copy to the Office of

University Counsel, 900 South Crouse Avenue, Suite 518, Syracuse, New York 13244 and dcdyce@syr.edu. Any notice to be served on the Union under this Agreement will be emailed to sphillipson@local200united.org and sent via U.S. Mail to Scott Phillipson, SEIU Local 200United, 701 Erie Boulevard West, Syracuse, NY 13204.

8. **Strike and Lockout.** The Union and/or the Graduate Assistants will not engage in an “Authorized Strike” (i.e., any strike, work stoppage, slowdown, sympathy strike, or other interference with the University’s operations where the Union authorizes such action) while this Agreement is in effect. Additionally, the University agrees not to lockout Graduate Assistants while this Agreement is in effect. Should an unauthorized strike occur, the parties may immediately utilize arbitration to attempt to resolve the dispute.
9. **Cost.** The University commits to paying for the costs and fees billed by AAA for its election services to the parties under this Agreement.
10. **Duration.** This Agreement shall take effect upon the execution by all parties, and shall terminate upon the sooner of: (a) ratification of the first collective bargaining agreement in the Unit; (b) twelve (12) months; or (c) if the union is not certified as the bargaining representative, upon final resolution of the election results. However, Paragraph 5 (Bargaining Obligation) herein will survive the termination of this Agreement and any disputes concerning the parties’ obligations under Paragraph 5 shall continue to be resolved through arbitration. Paragraph 5 shall expire upon ratification of the parties’ first collective bargaining agreement. This Agreement can be extended with mutual consent. Additionally, if for any reason SGEU should disaffiliate with the SEIU, this Agreement shall remain in effect consistent with the terms of this paragraph.
11. **Ratification.** This Agreement shall not become effective unless and until it is executed by authorized representatives of the parties and then ratified by both parties’ respective ratification bodies (where applicable).

For Syracuse University

Gratchen Ritter Gratchen Ritter
Name

Provost and Vice Chancellor
Title

3/1/2023
Date

For SGEU and SEIU

David Nowak Scott R. Phillips
Name

SGEU, SEIU, Graduate workers President, SEIU 2000000
Title

03/01/2023 3/1/2023
Date

APPENDIX I

Dear Members of the Syracuse University Community:

Over the last several weeks, Syracuse Graduate Employees United (SGEU), the Service Employees International Union Local 200 United (SEIU) and Syracuse University engaged in productive conversations about the graduate student unionization efforts. As a result of that dialogue, we reached an agreement that will guide a graduate student union campaign and election. Together, we want to provide you an overview of what the campus community can expect as this process gets underway.

Guiding Principles

First and foremost, the University and SGEU are committed to ensuring an inclusive, respectful and equitable process. Together, we will work to create an environment where the opinions, voices and ideas of all graduate students are given consideration on this important matter. As part of this joint agreement:

- Neither party will conduct itself or communicate in a negative, derogatory or demeaning way about the other party, about labor unions or employers generally.
- Neither party will engage in conduct such as threats, misrepresentations, or delaying tactics.
- Neither party will provide support or assistance of any kind to any person or group which is opposed to the principles of this agreement.
- Neither party will commit any unfair labor practice.

We believe this agreement provides a fair and expeditious process to determine whether a majority of eligible graduate students wishes to unionize and select SEIU as its exclusive bargaining representative. The agreement defines who would be eligible to vote in a union election. You can review a copy of the agreement [here](#).

Community Resources

As this effort proceeds, we will collectively provide updates and pertinent information, including guidelines for administrators, faculty, students, and SGEU to help maintain fairness throughout this process. We will also share information about election procedures, voter eligibility guidelines and dispute resolution processes. In addition, a Union-Management Committee (UMC), made up of representatives from both Syracuse University and SGEU, will be formed as a resource to answer inquiries and address concerns from community members.

We will continue to update the campus community as appropriate.

Sincerely,