

University-Union Election Agreement

This Election Agreement (“Agreement”) is entered into this ___ day of May, 2024 between Syracuse University (the “University”), and the Service Employees International Union Local 200 United (“SEIU”), collectively referred to herein as the “Union.”

WHEREAS, the Union seeks to represent a bargaining unit of Academic College and Unit Administrative and Professional staff as defined below in Paragraph 3(D), (collectively referred to as “Academic Administrative Staff” or the “Unit”); and

WHEREAS, the parties wish to establish a fair and expeditious process to enable the Academic Administrative Staff 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: staff, students, faculty, and administration shall have the right to express their views concerning unionization of the Academic Administrative Staff 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 the Unit for the purposes of communicating with and meeting with the Academic Administrative Staff, posting literature, provided that the Union does not in any way disrupt University operations, and that Academic Administrative Staff and Union representatives abide by the same rules and protocols applicable to any other person or group communicating with and/or sharing information in those areas.
 - ii. Reserve space on campus for meetings that Academic Administrative Staff 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 an Academic Administrative Staff member 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 Academic Administrative Staff. 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 Academic Administrative Staff 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: full names, work locations, shifts, job classifications, and contact information (including home address, personal email address, and personal telephone number) to the extent the University has this information available. 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 Academic Administrative Staff. This information will be provided to the Union in Excel format no later than five (5) business days from the date of execution of this Agreement.

3. Election Procedures

- A. **Selection of AAA.** The question of whether a majority of Academic Administrative Staff 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 current employees

who are in the proposed bargaining unit as defined by this Agreement.

C. Election.

The question of whether a majority of Academic Administrative Staff 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 SEIU-Service Employees International Union Local 200United?" The choices on the ballot will be "Yes" or "No."

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Eligible Academic Administrative Staff 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 the Shaffer Art Building, subject to final confirmation of availability, and others to be added if agreed to by the parties and recommended by AAA.

June 3, 4, 2024

from 7:30 am
to 5:30 pm

Additionally, the election will be conducted in part online. The online ballots will be sent to employees identified and agreed to by the parties who perform in-unit services outside of the Syracuse Metropolitan area or who have a verified, pre-approved vacation. The AAA will send online ballots to eligible voters on the first day of the in-person election. Voters must vote online before the close of balloting on June 4, 2024 at 6:00 pm. Any ballot submitted after the close of balloting shall not be counted.

The Parties shall jointly develop a process to notify eligible voters that they can request an absentee ballot based on their in-unit work outside of the Syracuse Metropolitan Area or a verified, pre-approved vacation. Eligible voters must request an absentee ballot, and the University must be informed of all requests for an absentee ballot, no later than May 27, 2024.

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

If a majority (50% + 1) of the eligible Academic Administrative Staff 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 Academic Administrative Staff 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 separate, new, bargaining unit, not associated with any other bargaining unit at Syracuse University, and referred to throughout this Agreement as the "Unit," are Academic Staff within the University's Schools and Colleges and the two Academic Affairs Units, one reporting to the Associate Provost for Academic Programs and the other reporting to Associate Provost for Strategic Initiatives, with the following jobcodes who do not have direct reports and are not otherwise excluded from the unit:

Acad Program Manager I Other; Acad Program Manager I OtherNE; Academic & Career Advisor; Academic Advisor; Academic Advisor N; Academic Coordinator I; Academic Coordinator I NS; Academic Prog Mgr Bus/Sci; Academic Program Manger Other; Accounting Assistant I; Accounting Assistant II; Admin Specialist II NS; Administrative Assistant I; Administrative Assistant II; Administrative Assistant II NS; Administrative Specialist I; Administrative Specialist I NS including in the Office of Research Integrity and Protections; Administrative Specialist II; Admissions Counselor I; Admissions Counselor II; Announcer; Assistant Director Housing; Assistant Studio Mgr; Assoc Dir Acad Prog Bus/Sci I; Assoc Dir Acad Prog Other I; Assoc Dir Digital/Social Media; Assoc Dir Univ Art Collection; Assoc Director Operations; Associate Dir Communications; Associate Dir Unit Admissions; Asst Dir Acad Prog Bus/Sci II; Asst Dir Acad Prog Other II; Asst Dir Academic Prog Other I; Asst Dir Community Engagement; Asst Dir Data Analytics; Asst Dir Digital/Soc Media I; Asst Dir Events I; Asst Dir Graduate Admissions; Asst Dir Health & Wellness; Asst Dir of Admissions II; Asst Dir Reg/Internat Prog I; Asst Dir Reg/Internat Prog II; Asst Director Communications; Asst Director Communications I; Asst Director Financial Aid I; Budget Support Associate outside of a School's central budget office; Budget Support Associate NS outside of a School's central

budget office; Career Counselor; Communications Coordinator; Communications Mgr; Coord Accessibility & Accommod; Coord, Student Rghts&Respsblts; CoordAccessibility&Accommod NE; Coordinator II; Coordinator II NS; Culinary Specialist; Data Analyst I; Data Analyst II N; Data Analyst Instit Res I NS; Data Specialist II; Digital/Social Media Spec; Document Manager; Enrollment Coord; Enrollment Coordinator NS; Event Coordinator III; Events Coordinator I; Events Coordinator II; Events Manager I; Events Manager I – NE; Experimental Machinist; Facilities Coordinator; Facilities Coordinator NS; Facilities Manager I; Functional Business Analyst I in Academic Affairs' Registrar's Office; Functional System Specialist in the College of Professional Studies – Online Program; Graphic Artist; International Student Advisor; Internship Coordinator; Kitchen Technician; Lab Assistant Science III; Lab Asst Engineering III; Lab Manager Media ProductionII; Lab Manager Science I NS; Lab Specialist; Lab Supervisor Science; Laboratory Manager – ScienceII; Laboratory Technician- Arts; Language Coordinator; Lead Acad&Professional Advisor; Learning Specialist I; Learning Specialist II; Library Curator; Manager Grant Proposals; Manager Radio / TV Services; Marketing Manager; Marketing Web Specialist I; Mgr Of Student Records; Multimedia Specialist; Museum Specialist; Office Coordinator III; Office Coordinator IV; Office Supervisor II NS; Online Technology Designer in the College of Professional Studies – Online Program; Operations Specialist; Piano Technician; Producer Waer; Prog Coord Business/Science; Program Administrator; Program Coordinator – Other; Program Coordinator - Other NS; Project Manager II; Purchasing Coordinator; Recruiting Assistant; Registrar Art Collection; Research Analyst – SocialSci; Research Analyst -Nat/Phy Sci; Research Assistant I; Research Assistant II; Research Assoc – Data; Research Associate S/BScience; Senior Engineer; Senior Research Associate; Shop Technician; Sound Designer/Engineer; Sr Lab Animal Tech in the Office of Research Integrity and Protections; Sr Marketing Web Specialist; Sr Student Records Coordinator; Sr Writer/Content Specialist; Training Consultant; Videographer Associate; Web Content Manager; Writer/Content Specialist.

Excluded from the bargaining unit are all other employees holding job titles not explicitly identified above, including without limitation all Deans; Executive Directors; Senior Directors; Directors; Executive Assistants; Practitioners in Residence; Speech Pathologists; the Assistant Director of Business Operations; Asst Dir Grants & Contracts I; Operations Manager for Tepper in NYC; Asst Dir Acad Prog Bus/Sc II N; General Manager, OrangeTV Ntwrk; Assoc Dir Educational Dev; Associate Dir Proj Mgt II; employees employed in a Systems and Networks position (Information Technology); employees employed in an Advancement position; employees employed in the Office of Research (with the sole exception of the Sr Lab Animal Tech and Administrative Specialist I NS in the Office of Research Integrity and Protections); employees employed in the Graduate School, the Office of Institutional Research or in Faculty Affairs; Assistant Directors and Associate Directors in Academic Advising or Career Services; employees employed in a School's central budget office and all

Assistant Directors, Associate Directors, Analysts and Managers employed in any Budget and Planning position; employees of Syracuse Stage; temporary employees; all students; all faculty; employees covered by any other bargaining unit at Syracuse University; supervisors and managerial employees; confidential employees; guards; and, all other employees.

E. Eligible Voters. Eligible voters are those Academic Administrative Staff, who are part of the Unit and actively employed during the payroll period ending May 15, 2024, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

F. Timing of Election. The Union shall provide the University with two (2) 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. The parties commit to using best efforts to hold an election no later than June 3 and 4, 2024.

G. List of Eligible Voters. To the extent that any changes are needed to the list provided under Section 2(B), the University will provide the Union with the voter eligibility list in Excel format within 5 business days of the filing of the Union's election petition, using the same process as outlined in Paragraph 2(B) above. All parties will act expeditiously to complete this process. All parties will act expeditiously to complete this process.

The voter eligibility list will contain an updated list of all Academic Administrative Staff who are in the Unit described in Paragraph 3(D) above, their full names, work locations, shifts, job classifications, and contact information (including home address, personal email address, and personal telephone number) to the extent that the University has the information.

At least two (2) business days prior to the election, the University will provide to the Union and the AAA a voter list that identifies the individuals eligible to vote in person and the individual eligible to vote online.

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 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 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 Academic Administrative Staff are given consideration on this important matter in a fair, inclusive and equitable manner.

- B. The parties will jointly release a letter attached to this Agreement as Appendix I. The letter will be sent separately via email by the University to all Academic Administrative Staff at a time agreed upon by the parties.
- C. The University will not restrict any of its employees from wearing shirts, buttons, and other items expressing their position regarding unionization of Academic Administrative Staff 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 regarding the holding of events and Campus Posting Policy.

5. **Bargaining Obligation**

- A. If the Union is certified by the Arbitrator as the exclusive representative of the Academic Administrative Staff 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 Academic Administrative Staff whether to be represented by the Union, or the conduct of the parties in connection with the decision of the Academic Administrative Staff 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 conflicts of law.

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 the Office of University Counsel, 900 South Crouse Avenue 518 Crouse-Hinds Hall, Syracuse, New York 13244, univcoun@syr.edu and acampb07@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 Academic Administrative Staff 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 Academic Administrative Staff 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 for the Unit; (b) June 30, 2025; 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 the Academic Administrative Staff 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

Alyssa Campbell
Name

Alyssa Campbell
Title

May 17, 2024
Date

For SEIU

Scott Phillipson
Name
Scott Phillipson

President SEIU 20400
Title

May 16, 2024
Date