

COLLECTIVE BARGAINING AGREEMENT

between

S Syracuse University

and

**SYRACUSE GRADUATE EMPLOYEES UNITED
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200UNITED**



MARCH 26, 2024 to JUNE 30, 2028

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

SYRACUSE UNIVERSITY

AND

**SYRACUSE GRADUATE EMPLOYEES
UNITED, SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
200UNITED**

MARCH 26, 2024 to JUNE 30, 2028

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PREAMBLE

This is a Collective Bargaining Agreement (hereinafter referred to as the AGREEMENT) made and entered into this 26th day of March 2024, by and between SYRACUSE UNIVERSITY (hereinafter referred to as the UNIVERSITY) and SYRACUSE GRADUATE EMPLOYEES UNITED “SGEU” a chapter of SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL, 200UNITED (hereinafter referred to as “the UNION”).

PREAMBLE TO AGREEMENT - ACADEMIC FREEDOM

Section 3.51 (Academic Freedom) of the University Faculty Manual, in its present version or as amended in the future, shall apply to Graduate Assistants as appropriate for their role(s) and disciplinary expertise. While these academic freedom principles are essential to many aspects of this Agreement, those principles are not grievable under this Agreement.

ARTICLE I PURPOSE AND INTENT

The purpose of the Agreement is to promote and maintain good relations between the Union, the Union and the Graduate Assistants represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of Graduate Assistantships and to prevent, as well as adjust, misunderstandings or grievances related to Graduate Assistantships arising hereunder.

A Note on Gender Inclusivity

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use “they,” “their” and “them” as singular, gender-neutral pronouns throughout this Agreement.

ARTICLE II RECOGNITION

Section 1. Pursuant to the University-Union Election Agreement dated March 1, 2023, the University recognizes the Union as the exclusive collective bargaining representative for the following unit:

- 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 Masters 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.

Section 2. 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.

Section 3. When the term "Graduate Assistant" is used in this Agreement, it shall refer to a member of the bargaining unit as defined by this Article.

ARTICLE III MANAGEMENT AND ACADEMIC RIGHTS

Section 1. Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive management functions, rights, and prerogatives that it possessed before the selection of the Union as the exclusive bargaining representative, including without limitation the right to direct, control, manage, and schedule its operations, and to make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission (collectively, "Management and Academic Rights").

Section 2. The Management and Academic Rights of the University include without limitation, the right to:

- a. Establish, plan, direct, and control the University's organizational structure, missions, programs, objectives, services, activities, resources and priorities;
- b. Determine and modify the size and composition of the work force;

- c. Establish and administer procedures, means, methods, personnel, budgetary and financial processes, rules and regulations, and any other action necessary to direct and control University programs, services, and operations;
- d. Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- e. Recruit, hire, appoint, assign, direct, schedule, transfer, train, supervise, and evaluate Graduate Assistants;
- f. Determine or modify the number, qualifications, scheduling, responsibilities and assignments of Graduate Assistants;
- g. Establish, maintain, modify, or enforce standards of education, performance, conduct, order, and safety, establish and revise disciplinary policies to address violations of these standards;
- h. Establish and modify standards of conduct of Graduate Assistants;
- i. Evaluate, determine the content of evaluations, and determine the processes and criteria by which Graduate Assistants' performance is evaluated;
- j. Establish and require Graduate Assistants to observe University rules and regulations;
- k. Establish or modify the academic calendars, including holidays and holiday scheduling;
- l. Assign work locations;
- m. Schedule hours of work;
- n. Hire or reassign instructional, research or other work to full-time, adjunct, tenured and/or tenure-track faculty, post-doctoral employees, or other similar classifications;
- o. Determine class and section size;
- p. Establish and modify tuition, fees, and charges of all programs at the University;
- q. Determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid;
- r. Take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted;
- s. Decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs;
- t. Decide policies, costs, and any other matter related to housing for Graduate Assistants covered by this Agreement;
- u. Promulgate, amend and enforce work rules and regulations and policies and procedures in accordance with this Agreement;
- v. Determine health and safety standards;
- w. Determine and modify what benefits (including the selection and change of insurance carriers and administrators) will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the students costs for such coverage subject to any express prohibition in this this Agreement, and after meeting and conferring with the Union;
- x. Exercise sole authority involving academic matters, and academic standards.

Section 3. Questions of academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all the following matters:

- a. Student admissions and appointments, admission standards, student matriculation, and graduation standards;
- b. Establishing academic standard and standards for assessment of student work and grades, and all students' progress as students;
- c. Application of all academic standards, assessment of student work, and grades with regard to Graduate Assistants' progress as students, including but not limited to the completion of degree requirements;
- d. Determine in its sole discretion all matters relating to faculty hiring and tenure;
- e. Who is taught, what is taught, how such content is taught and who delivers the instruction;
- f. All matters related to research methodology and materials;
- g. All matters related to grants including, but not limited to, application. selection, funding, administration, usage, accountability, and termination;
- h. The creation, elimination, or modification of courses and curriculum;
- i. Instructional modes and methods;
- j. The content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
- k. Grading policies and practices;
- l. All other academic policies, procedures, rules and regulations in regard to Graduate Assistant's status as students, including, but not limited to, all questions of academic standing, academic integrity, and any matter relating to academic progress in a University academic program.
- m. The selection of supervisory personnel, including but not limited to faculty supervisors and principal investigators.

Section 4. The above enumeration of rights is non-exhaustive and does not exclude other rights not specified herein. The exercise or non-exercise of right shall not constitute a waiver of any such rights by the University.

Section 5. Any exercise of Management and Academic Rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to Management and Academic Rights shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violates this Agreement.

ARTICLE IV UNION SECURITY

Section 1. Each Graduate Assistant who, on the date of signing this Agreement, is a member of the Union and each Graduate Assistant who becomes a member after that date shall, as a condition of their continued Graduate Assistantship, remain a member of the Union for the duration of this Agreement.

Section 2. As a condition of their continued Graduate Assistantship, each new Graduate Assistant hired on or after the date of signing of this Agreement shall acquire and maintain membership in the Union beginning on the day following the expiration of thirty (30) days worked, or must agree to pay an amount equal to that Graduate Assistant's weekly Local

200United, SEIU dues, initiation fees and assessments (where applicable) (collectively, “Dues”) beginning on the day following the expiration of thirty (30) days worked.

Section 3. All present Graduate Assistants who are not members of the Union shall, as a condition of their Graduate Assistantship commencing after thirty (30) days worked and continuing during the term of this Agreement while they are Graduate Assistants in the bargaining unit, and so long as they remain non-members of the Union, pay to the Union each month a service charge as a contribution toward the cost of the representation of such Graduate Assistants. The amounts of such service charge shall be the proportionate amounts required to be paid as Union initiation fees and dues by those Graduate Assistants who become members of the Union (hereafter, “Non-Member Fees”).

Section 4. A Graduate Assistant’s Union status shall be deemed maintained so long as the uniformly required Dues or Non-Member Fees are tendered to the Union.

Section 5. Notwithstanding the foregoing, any Graduate Assistant who is required to acquire and/or maintain Union membership by the provisions of this Article, shall have the right to withdraw from the Union, without penalty, by submitting to the Union (with a copy to the University) a written notice of withdrawal at least fifteen (15) but not more than thirty (30) days prior to the scheduled termination date of this Agreement.

Section 6. The Union is required to notify the University of any Graduate Assistant it alleges has failed to make required payment of monies in this Article within sixty (60) days of discovering the alleged non-payment. The University is not responsible to take action against any Graduate Assistant in the bargaining unit in accordance with this Article for any monies owed the Union which the Union has not notified the University of within sixty (60) days of discovering the alleged non-payment.

Section 7. Should any Graduate Assistant fail to maintain membership in the Union or pay required Non-Member Fees the Union at its discretion can ask the University not to renew their Graduate Assistantship for the following year.

Section 8. The University will deduct from the stipend amounts on a periodic basis the Dues and/or Non-Member Fees due from each Graduate Assistant who has executed a written authorization (hereafter “Dues/Non-Member Fees Check Off”), which may be sent via email, and remit them in a timely way. Graduate Assistants who do not sign a Dues/Non-Member Fees Check Off for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 9. The University shall be relieved from making such Dues or Non-Member Fees deductions upon (a) termination of Graduate Assistantship; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed upon leave of absence; or (e) revocation of the Dues/ Non-Member Fees Check Off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of a Graduate Assistant to work from any of the foregoing enumerated absences in subsection (b) — (d), the University will immediately resume the obligation of making said deductions. This provision, however, shall not

relieve any Graduate Assistant of the obligation to make the required payments pursuant to the Union's rules in order to remain a member in good standing of the Union.

Section 10. The University shall not be obliged to make deductions of any kind from any Graduate Assistant who, during any dues month involved, shall have failed to receive sufficient payments equal to or less than the Dues or Non-Member Fees deductions.

Section 11. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings arising out of this Article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE V NO STRIKE – NO LOCKOUT

Section 1. No Strike. The parties agree that during the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any Graduate Assistant, will directly or indirectly cause, sanction, threaten, instigate, aid, condone, authorize, establish, or participate in any strike (whether sit-down, stay-in, sympathy, unfair labor practice, general or of any other kind), walk-out, work stoppage, work slowdown, sickout, picketing, refusal to cross a picket line (whether such picket line is established by this Union or any other union), refusal to handle so-called "struck business" (whether "struck business" is "struck" by this Union or by any other union), concerted overtime refusal, or a concerted failure or refusal to perform assigned work.

Section 2. Personal Actions on Non-Assistantship Time. Nothing contained in this Article shall prohibit Graduate Assistants from engaging in individual actions exercising their First Amendment rights on personal time that do not affect the performance of their duties under this Agreement.

Section 3. Penalty. Violations of this Article may be grounds for discipline, up to and including discharge.

Section 4. Union's Responsibility in Case of Violation. In the event that any Graduate Assistant violates the prohibitions identified in Section 1 of this Article, the Union shall immediately inform such Graduate Assistant through all reasonable means that such action is prohibited under this Agreement and that such Graduate Assistant should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Graduate Assistant and the University a written notice, signed by an officer of the Union, stating that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

Section 5. No Lockout. The University agrees that there shall be no lockout during the term of this Agreement or any written extension thereof.

Section 6. Expedited Arbitration. Any party alleging a violation of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

- a. A party invoking this procedure shall notify Martin Scheinman, Howard Edelman, Sheila Cole; who shall alternate (beginning with Martin Scheinman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within twenty-four (24) hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the other party.
- b. The Arbitrator shall thereupon, after notice as to time and place to the parties, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled earlier than twenty-four (24) hours after the party invoking this expedited process has notified the other party of the alleged violation of this Article.
- c. All notices pursuant to this Article must be provided by electronic-mail and by overnight delivery, to the Arbitrator, the University, and Union. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1 or Section 4, both of this Article, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award (an "Award") restraining such violation and serve copies on the University and Union. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Award. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Award as issued under this expedited procedure, the parties waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the University and Union to whom they accrue.

- g. The fees and expenses of the Arbitrator shall be equally divided between the University and Union.

Section 7. Arbitration of Discharges for Violation. Procedures contained in Article XXIII (Grievance and Arbitration) shall not be applicable to any alleged violation of this Article, with the single exception that any Graduate Assistant discharged for violation of Section 1, above, may have recourse to the procedures of Article XXIII (Grievance and Arbitration) to determine only if the Graduate Assistant did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

Section 8. Judicial Remedies. In the event of conduct in violation of this Article, the University *may* immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE VI NON-DISCRIMINATION

Section 1. (Statement of No-Discrimination or Harassment): Neither party shall discriminate against or harass (including, without limitation, conduct or words that can be considered “bullying”) any current or future Graduate Assistants on the basis of any protected category including creed, ethnicity, citizenship, sexual orientation, national origin, sex, gender, pregnancy, disability, marital/parental/Family and Medical Leave Act (FMLA) caregiver status, political or social affiliation (including caste), age, race, color, arrest record (unless required by law or there is a direct relationship between a conviction or pending case and the job or an unreasonable risk to people or property), veteran status, military status, religion, domestic violence status, genetic information, gender identity (including, without limitation, repeated misgendering or deadnaming), gender expression or perceived gender, or because of Union activities or for any other status protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act of 1964, the Americans Disabilities Act, Title IX of the Education Amendments of 1972 (Title IX), 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the New York State Human Rights Law, the Syracuse City Code of Ordinances (including the Fair Practices Law), or any other similar laws, rules, or regulations.

Section 2. (Statement of No-Retaliation): Retaliation (including, without limitation, abusive or intimidating behavior) against any individual for filing a claim of discrimination or harassment (as defined above), or for cooperating in an investigation of alleged discrimination, is expressly forbidden.

Section 3. (Procedures for Discrimination, Harassment, Retaliation and Title IX Claims): Any Graduate Assistant with claims alleging illegal discrimination / harassment / retaliation, including under any of the authorities cited in this Article arising out of events occurring before or after the effective date of this Agreement (collectively, “Claims”), shall be subject to the procedures in this Article as the final, binding, sole and exclusive remedy and forums for such violations.

Step 1 (Filing under Syracuse University Policies):

- (a) Graduate Assistants may report or resolve any claim under Title IX pursuant to the Syracuse University Sexual Harassment, Abuse, and Assault Prevention Policy to the Title IX Coordinator or an appropriate designee. Any such report involving a Graduate Assistant shall be processed according to the applicable Syracuse University's Procedures for Responding to Reports of Violations of the Sexual Harassment, Abuse, and Assault Prevention Policy.
- (b) Graduate Assistants may report or resolve any Claims other than Title IX claims pursuant to the Syracuse University Non-Discrimination and Anti-Harassment in Employment Policy to the University's Chief Equal Opportunity & Title IX Officer or their designee. Any such report by a Graduate Assistant shall be processed according to the appropriate and applicable policy or procedure.

Step 2 (Mandatory Mediation):

- (a) In the event a Graduate Assistant is not satisfied with the outcome of the processes in Step 1 above, the parties will engage in a formal mandatory mediation step. The goal of mandatory mediation is to hear and voluntarily resolve through a facilitated settlement discussion of such Claims.
- (b) The Union and the University shall select a mediator from the American Arbitration Association's ("AAA") Employment Law Panel in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures and as may be amended. The fees and expenses of the mediator shall be shared equally by the University and the Union. Each participant will bear their own attorneys' fees and costs. Such mediators must be attorneys with requisite employment law experience and, if hearing a Title IX claim, Title IX training.

Step 3 (Grounds for Appeal):

- (a) In the event the Graduate Assistant's Claims are not resolved in mandatory mediation, then the Union, in its sole authority, can at its option and within thirty (30) calendar days after notice of the failure of mediation from the mediator to the Union and University, submit directly to arbitration as provided in Step 4 of the Grievance and Arbitration procedure, an arbitration as a final appeal.
- (b) (Standard of Review for Union's Appeal) The Union will consider taking an appeal to arbitration based solely on the following standards:
 - i. There was a procedural error in the hearing process that materially affected the outcome, procedural error refers to alleged deviations from University policy, and not challenges to policies and procedures themselves;
 - ii. There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;
 - iii. The decision-maker had a conflict of interest or bias that affected the outcome;
 - iv. The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker, this ground is available only to a party who participated in the hearing, assuming a hearing occurred;
 - v. The sanctions were disproportionate to the hearing officer's findings.

Step 4 (Procedures for Arbitration Under this Article):

- (a) Arbitrators hearing Claims must be attorneys with requisite employment discrimination law experience and, if hearing Title IX claims, Title IX training. Arbitrators shall be selected from the AAA's Employment Law Panel by the Union and University in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures and as may be amended. The fees and expenses of the Arbitrator shall be shared equally by the University and the Union. Each party will bear their own attorneys' fees and costs.
- (b) Arbitrators shall apply applicable law with respect to liability and damages as it would be applied by the appropriate court in rendering decisions on Claims covered by this Article.

Section 4. (Availability of Other Governmental Forums): Nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the Equal Employment Opportunity Commission ("EEOC") or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the National Labor Relations Board ("NLRB"). Nor shall a Graduate Assistant be required to submit a claim involving sexual harassment and/or sexual assault to arbitration, but they may elect to do so.

Section 5. (Interim Relief and Protections): Any Graduate Assistant who makes a Claim alleging illegal discrimination / harassment / retaliation under any of the authorities cited in this Article may request to the appropriate University official (as specified above, e.g., the Title IX Coordinator) that interim measures are put in place pending the resolution of such Claim. Interim measures may include, without limitation, counseling, extensions of deadlines or other course-related adjustments, modifications of work or teaching class schedules, campus escort services, mutual restrictions on contact between the parties (also known as No Contact Orders), changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The University shall offer interim measures in its sole discretion, and any Graduate Assistant who makes such Claims shall not be required to accept interim measures offered by the University.

Section 6. (Reasonable Accommodations): The University will provide reasonable accommodations, in accordance with applicable law in an appropriately timely manner under the circumstances, to a qualified Graduate Assistant with a disability or sincerely held religious belief under applicable law who has made the University aware of their disability or sincerely held religious belief. Graduate Assistants with a disability who believe they need a reasonable accommodation to perform the essential functions of their position shall contact the Office of Disability Access in the Office of Diversity and Inclusion (if disability) or the Office of Equal Opportunity in the Office of Equal Opportunity (if religious belief). The University encourages Graduate Assistants with disabilities or sincerely held religious beliefs to come forward and request reasonable accommodation.

Section 7. (Preferred Names): The University will endeavor to use each Graduate Assistant's preferred name on all University documentation and communications, unless contrary to applicable law. Graduate Assistants and the Union will cooperate in good faith with these efforts.

Section 8. (Political Activities): A Graduate Assistant shall not be prohibited by either party from engaging in lawful political activities as long as such activity does not conflict or interfere with the performance of their University-assigned duties.

Section 9. (Training): The University shall provide to supervisors of Graduate Assistants anti-discrimination, anti-harassment and anti-retaliation training, including training on how to respond to requests for a reasonable accommodation.

Section 10. (Distribution): The University shall distribute anti-discrimination, anti-harassment, anti-retaliation and reasonable accommodation policies to Graduate Assistants and shall make the same policies available on the University's website.

Section 11. (Labor-Management Committee): The Parties charge the Labor-Management Committee, established under Article XXXI (Labor-Management Committee) in this Agreement, to consider the following matters related to the implementation of this Article during the first year of this Agreement:

- a) Determining the implementation of an effective manner in which anti-discrimination, anti-harassment, anti-retaliation and reasonable accommodation policies are distributed to Graduate Assistants;
- b) Creating and distributing a guide on: (i) navigating the University's policies and procedures regarding transgender, currently transitioning, gender-nonconforming and non-binary Graduate Assistants, and; (ii) how Graduate Assistants can identify their preferred name and demographic information (including, without limitation, sex assigned at birth and gender). The Labor-Management Committee will coordinate its efforts with the University's Pronoun, Gender, and Preferred Name Advisory Council (PGPNAC) to effectuate the goals of this Article;
- c) Location of: (i) free menstrual products at the University; (ii) gender-affirming bathrooms at the University; (iii) prayer rooms at the University; and (iv) lactation rooms at the University and the furnishing of lactation rooms.

ARTICLE VII UNION ACCESS TO CAMPUS AND CAMPUS RESOURCES

Section 1. The parties agree that Graduate Assistants play a vital role in the educational mission of the University and as such their external Union representative must be granted access to campus to fulfill its role. Paid staff of SEIU Local 200United have a legal duty to members of the bargaining unit and will need access to campus to effectuate the duty to represent members. Graduate Assistants in Union leadership will continue to enjoy the same access they have always enjoyed as employees and students. The access rules below apply only to paid staff of SEIU Local 200United, who will be on campus periodically to assist in administration of this contract.

Section 2. A duly authorized staff representative of the Union shall have access to the appropriate offices of the University for the purposes of conferring with its member(s) and/or Graduate Assistants, and to administer this Agreement. Access shall be granted only if there is prior notice to the University pursuant to Section 3 of this Article. Under no circumstances shall Union representatives interfere with programs, operations, or the work of Graduate Assistants or the University or other University employees or students and will be required to follow all University policies and procedures while on the University's premises.

Section 3. The designated Union staff representative shall provide no less than one (1) regular days' notice to the head of Labor and Employee Relations, or other person designated by the University to receive such notices, of the approximate date and time the Union representative plans to arrive at the University premises. The Union shall provide the University with the name(s) of any assigned representative(s) prior to them accessing the premises.

Section 4. Notwithstanding the above, Union staff access shall not be permitted in areas of the University that are restricted due to safety, health, or privacy concerns (e.g., a lab which is designated as a restricted space due to dangerous chemicals or elements being used in experiments).

Section 5. The University agrees, where possible, to furnish meeting space for Union meetings upon prior request by the Union. The Union acknowledges that certain spaces on campus may require that a fee be paid by the Union. The Union agrees to comply with all University regulations and policies regarding the reservation and use of facilities.

Section 6. The University agrees to allow the Union access to bulletin boards in each school, college, and department for official Union business, subject to the same policies that govern these bulletin boards and spaces. The Union shall properly seek advance permission from the relevant University entity, with a copy of its request to the Graduate School. Access will not be unreasonably denied.

Section 7. The University agrees to lease to the Union, at carrying cost, an office of at least 130 square feet. The Union will provide the names of the current SGEU leadership to the Graduate School and Labor Relations. The office will be handicap accessible and will be preferably located on the main Syracuse University campus, or within the perimeter of main campus area that is bordered by East Adams Street to the North, Comstock Avenue to the East, Euclid Avenue or the Stratford Street/Mt. Olympus Drive to the South, and Irving Avenue to the West.

ARTICLE VIII WORKSPACE AND MATERIALS

Section 1. Beyond those otherwise needed to appropriately pursue a degree program as a student (e.g., standard office supplies, laptop, printer), the University shall not require any Graduate Assistant to purchase or obtain job-related materials or equipment in connection with their Graduate Assistantship duties. The University shall reimburse the Graduate Assistant for the purchase of all authorized and pre-approved materials, equipment, or services necessary to the performance of their employment duties (e.g., special software; subscriptions) by the Graduate Assistant's supervisor or their designee. Reimbursement shall be timely issued after the Graduate Assistant has submitted appropriate documentation to the University.

Section 2.

- (A) The University and Graduate Assistants recognize the importance of a Graduate Assistant's ability to communicate with University students in a professional space. The University and Graduate Assistants also recognize the shortage of available formal office spaces on the University's property. Each school and college will make a reasonable effort to provide convenient access to the office space and meeting space it deems

necessary to perform the work required as a Graduate Assistant. Graduate Assistants are encouraged to take advantage of the resources that are made available.

- (B) Nothing in this agreement will prohibit a Graduate Assistant from making mutually agreed upon arrangements with the University for an approved alternative work site.
- (C) There will be a Labor-Management Committee Workspace Subcommittee comprised of three (3) designated members for each Party, and the University shall have the right to bring in additional personnel as needed to facilitate the work of the Subcommittee. The University's members shall include at least one (1) member representing Campus Facilities. The Parties charge the Workspace Subcommittee to use reasonable efforts to identify and set aside common working space for Graduate Assistants to meet with students in classes they are assisting. The Workspace Subcommittee shall meet once per month during the first year of this Agreement.

ARTICLE IX PROFESSIONAL DEVELOPMENT

Section 1. The University shall reimburse the Graduate Assistant for authorized and pre-approved fees, transportation, and lodging for conferences and other events geared toward professional development and academic service. The Graduate Assistant's supervisor and/or Department Chair shall be responsible for authorization and pre-approval, and requests for authorization shall not be unreasonably denied by the Graduate Assistant's supervisor and Department Chair. Reimbursement shall be timely issued after the Graduate Assistant has submitted appropriate documentation to the University. The sequence for reimbursement will be first with the Department, followed by other funding sources if necessitated.

Section 2. If known at the time of the issuance of appointment letter(s), the University will notify Graduate Assistants in their appointment letter(s) of any required trainings/orientations. The University will provide notice of any additional required training/orientation as soon as practicable.

Section 3. Attendance at a required training and/or orientation shall be considered part of a Graduate Assistant's workload, as defined in this Agreement.

Section 4. The Labor-Management Committee will be charged with identifying ways to develop and/or publicize non-mandatory trainings to train Graduate Assistants in how to use classroom technology, such as Blackboard and MySlice.

Section 5. Nothing in this Agreement will preclude the University from enhancing the training programs provided to Graduate Assistants.

ARTICLE X APPOINTMENTS AND ASSIGNMENTS

Section 1. Ph.D. Academic Graduate Assistants shall typically be appointed to a two (2) semester, nine-month appointment, and this shall be the norm for appointments. Appointments or reappointments to a Graduate Assistant position shall be for a minimum term of one (1) semester

(Fall or Spring). All Graduate Assistant appointments are at the discretion of the University. Compensation shall be addressed in Article XII (Compensation) of this Agreement.

Section 2. The University shall notify Graduate Assistants of their Graduate Assistant appointment via an appointment letter package including, without limitation, the information in Sections 3 and 4. The appointment letter shall be sent to the Graduate Assistant's syr.edu email. The University will make reasonable efforts to send appointment letters approximately 60 days prior to the commencement of the Graduate Assistant's appointment.

Section 3. The appointment letter shall include the following information, to the extent known at the time the appointment letter is sent:

- (A) Graduate Assistant title(s).
- (B) Effective starting date of the Graduate Assistant's appointment and, if known, the termination date for the appointment.
- (C) The department and faculty supervisor to whom the Graduate Assistant will report.
- (D) General financial and benefit terms.
- (E) General scope of work, which may include name of course to be taught, or required lab duties.
- (F) Any required trainings or orientations.
- (G) Estimated weekly work hours.
- (H) A statement that the position is covered by this Agreement.

Section 4. All appointment letters will include a FERPA Communication and FERPA Release Form, which the Graduate Assistant must complete and submit to the University, as set forth in Article XXX (Bargaining Unit Information/FERPA).

Section 5. The appointment letter shall include information that Graduate Assistants may fill out their Union membership form on the Union's webpage with a link to the Union's webpage.

ARTICLE XI WORKLOAD AND WORK EXPECTATIONS

Section 1. The University maintains the right to define academic expectations and degree requirements. This Agreement does not impose a limit on the amount of this work necessary for a student to make satisfactory academic progress toward their degree. The University, Union and Graduate Assistants agree that it is in the interest of the University and Graduate Assistant to define a Graduate Assistant's workload when serving as a Graduate Assistant to be commensurate with the Graduate Assistant's appointment and assignment, as well as their ability to make academic progress required by their program. Such Graduate Assistant workload is outlined below.

Section 2. The workload for Graduate Assistants with a “full-time” appointment is expected to be up to 20 hours per week, on average, when calculated retrospectively at the end of the semester (“20-hour appointment”), and a 20-hour appointment shall be the norm. A Graduate Assistant’s workload, for the purpose of calculating the 20 hours, does not include the Graduate Assistant’s obligations that are required as part of their academic program (*i.e.*, classes, classwork, thesis, dissertation) or which are primarily attributable to their role as a student (*i.e.*, departmental functions or conferences). Specific hours worked each week may fluctuate for Graduate Assistants due to the nature of their work. A Graduate Assistant may be appointed by the University to an Assistantship with a workload of less than a 20-hour appointment.

Section 3. A Graduate Assistant’s responsibilities (*e.g.*, preparation work, teacher-training, teaching orientation, and office hours) shall be those that advance the University’s interest in educating University students, conducting research, or supporting the educational mission of the Graduate Assistant’s hiring department, as the case may be. These responsibilities, to the extent practicable, will generally be outlined in a Graduate Assistant’s appointment letter. A Graduate Assistant’s responsibilities do not include providing personal services (*e.g.*, personal shopping) for a Graduate Assistant’s supervisor.

Section 4. The University will not assign new tasks to Graduate Assistants on teaching assignments after grades are due and submitted for the class they are teaching. This restriction does not apply to tasks related to the Graduate Assistants’ prior work (*e.g.*, addressing student questions on an exam graded by the Graduate Assistant) performed during the semester, or work required to prepare for teaching during the next semester.

Section 5. While the parties recognize that the content of work assigned to Graduate Assistants may vary from week to week, Graduate Assistants should not be assigned responsibilities that significantly deviate from the workload contemplated by this Article. Supervisors are expected by the University to make reasonable efforts to accommodate Graduate Assistants’ academic commitments when assigning responsibilities.

ARTICLE XII

GUARANTEED FUNDING, TUITION, FEE WAIVERS, AND ECONOMIC PARITY

Section 1. (Background on Academic Funding and Economic Parity): While Guaranteed Funding is provided to students in the context of admission to the University as an academic matter to ensure adequate support so students can pursue their degree, in order to provide a background framework for understanding the compensation provisions of this Agreement, the University acknowledges the email from the Vice Chancellor and Provost dated January 13, 2023, appended to this agreement and it is prepared, on a permissive basis to agree that, in addition to the guarantees related to years of funding discussed in that email, all University Ph.D. students, even when they do not hold Graduate Assistantships, shall be provided with Guaranteed Funding within their guaranteed years of support (*i.e.*, when on Fellowship). This paragraph does not apply to those graduate students who are engaged on external positions (*e.g.*, internships, clinical positions). Nothing contained herein shall preclude the University from offering and agreeing to provide a Graduate Assistant with more years of Guaranteed Funding than stated in the email from the Vice Chancellor and Provost dated January 13, 2023, and no

Graduate Assistant shall have the Guaranteed Funding agreed to in an admission letter lowered as a result of this Article.

For the purposes of this Article, “Guaranteed Funding” is limited solely to the compensation and benefits identified in Sections 2 and 3 of this Article (Tuition Remission and Health Fee Remission); Article XIII (Compensation); Article XVII (Childcare Benefits) and Article XVI (Health Benefits).

Nothing herein shall be interpreted to limit the University’s right, as part of its sole Academic Rights, to remove or expel a student from the University due to a failure to maintain academic standing and/or academic progress or other reasons under the University’s academic policies or procedures, in its sole discretion, nor shall any such decision(s) be subject to grievance and arbitration under this Agreement (Article XXIII (Grievance and Arbitration)).

Section 2. (Tuition Remission): To the extent that as an academic matter Ph.D. students are provided with tuition remission, the University is prepared, on a permissive basis to agree that all Ph.D. Students will be provided with full (100%) remission of tuition for required coursework for four (4) academic years, subject to the University’s right, as part of its sole Academic Rights, to remove or expel a student from the University due to a failure to maintain academic standing and/or academic progress or other reasons under the University’s academic policies or procedures, in its sole discretion . Nothing herein shall require the University to provide Masters students with tuition remission while serving as a Graduate Assistant, but remain eligible for scholarships at the discretion of the Graduate School or their Department or College.

Section 3. (Health Fee Remission): For all Graduate Assistants with a 20-hour Appointment, pursuant to Article XI (Workload and Work Expectations), the University is prepared, on a permissive basis to agree to waive the full Health and Wellness Fee in any semester in which the Graduate Assistant is appointed as a Graduate Assistant. For all Graduate Assistants with a less than a 20-hour Appointment, pursuant to Article XI (Workload and Work Expectations), the University is prepared, on a permissive basis, to agree to waive on a pro rata basis the Health and Wellness Fee in any semester in which the Graduate Assistant is appointed as a Graduate Assistant. For example, if a Graduate Assistant has a 10-hour Graduate Assistantship, the Graduate Assistant would receive a 50% waiver of the Health and Wellness Fee.

Section 4. (Notice): The University has the right to establish and modify tuition, fees, and charges of all programs at the University. Regardless, to enhance transparency between the parties, the University is prepared, on a permissive basis to provide reasonable notice to Graduate Assistants prior to the establishment of any new fees applicable to Graduate Assistants.

ARTICLE XIII COMPENSATION

Section 1. (Applicable Pay): It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over any financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit. Therefore, the University will bargain with respect to compensation paid during a Fall or Spring semester when a student holds a Graduate Assistant

appointment. The University is not required to bargain with respect to support provided during semesters when a student does not hold a Graduate Assistant appointment, because such students are not then in the bargaining unit.

Section 2. (Minimum Nine-Month Stipend): Effective in the Fall Semester 2024, all Ph.D. Academic Graduate Assistants with a nine (9) month, two-semester appointment, will be paid a stipend that is, at minimum:

Academic Year	Minimum Stipend Amount	Minimum Percentage Increase from 2023-24
2024-2025	\$28,000	27.27%
2025-2026	\$28,750	30.68%
2026-2027	\$29,500	34.09%
2027-2028	\$30,000	36.36%

Effective in the Fall Semester 2024, all Masters Academic Graduate Assistants with a nine (9) month, two-semester appointment, will be paid a stipend that is, at minimum:

Academic Year	Minimum Stipend Amount	Minimum Percentage Increase from 2023-24
2024-2025	\$24,000	20.00%
2025-2026	\$24,250	21.25%
2026-2027	\$24,750	23.75%
2027-2028	\$25,000	25.00%

The stipend rates in this Section shall become effective on the first pay period of the Fall semester in each listed Academic Year.

Graduate Assistants with a less than 20-hour Appointment in a semester will receive a *pro rata* percentage of the minimum stipend amount for that semester (e.g., if a Graduate Assistant has a 10-hour appointment for a semester, they will receive 50% of the minimum stipend amount).

Section 3. (Minimum One Semester Appointment Stipend): Graduate Assistants who are appointed as a Graduate Assistant for only one semester (Fall or Spring) during an academic year shall receive half (50%) of the stipend listed in Section 2 above.

Effective in the Fall Semester 2024, Ph.D. Academic Graduate Assistants appointed during only a Fall or Spring semester during an academic year shall be paid a stipend during that semester that is, at minimum:

Academic Year	Minimum Stipend Amount
2024-2025	\$14,000
2025-2026	\$14,375
2026-2027	\$14,750
2027-2028	\$15,000

Effective in the Fall Semester 2024, Masters Academic Graduate Assistants appointed during only a Fall or Spring semester during an academic year shall be paid a stipend during that semester that is, at minimum:

Academic Year	Minimum Stipend Amount
2024-2025	\$12,000
2025-2026	\$12,125
2026-2027	\$12,375
2027-2028	\$12,500

The stipend rates in this Section shall become effective on the first pay period of the Fall semester in each listed academic year.

Graduate Assistants with a less than 20-hour Appointment in a semester will receive a *pro rata* percentage of the minimum stipend amount for that semester (e.g., if a Graduate Assistant has a 10-hour appointment for a semester, they will receive 50% of the minimum stipend amount).

Section 4. (Stipend Above Minimum): Nothing contained herein shall preclude the University from paying Graduate Assistants more than the minimum stipend amount rate provided in this Agreement. The University, including any individual school, program, department or advisor, may, in its sole discretion, decide to pay stipends above the minimum identified in this section to specific Graduate Assistant(s).

Effective in the Fall Semester 2024, for those Graduate Assistants who are paid a stipend at or above the minimum, they shall receive an annual stipend increase of the following percentage each year:

Academic Year	Annual Percentage Increase for Stipend Above Minimum
2024-2025	4.0%
2025-2026	3.0%
2026-2027	2.75%
2027-2028	2.75%

Section 5. (Maintenance of Stipend): No Graduate Assistant shall have their stipend lowered as a result of this Agreement.

Section 6. (Pay Periods): A Graduate Assistant will be paid on a timely basis, in accordance with the University’s normal operations and payroll practices, for the work they perform as a Graduate Assistant, provided that the Graduate Assistant has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 7. (Instructor of Record Bonus): An Instructor of Record is a specific appointment for a Graduate Assistant who is solely responsible for curriculum development of a course of three or more credits, for teaching and for assigning final grades in the course under that curriculum (“Instructor of Record”). Department Chairs, or their designee, retain sole discretion to determine whether to assign a Graduate Assistant to serve as an Instructor of Record.

In addition to the Compensation listed in this Article, Graduate Assistants who teach a course as an Instructor of Record shall receive an additional Five Hundred Dollars (\$500) per course for each new course the first time they serve as an Instructor of Record for that course. In the situation where they are the Instructor of Record for a second, separate course with a different curriculum, they may receive a second Instructor of Record bonus. Under no circumstances shall a Graduate Assistant receive more than two (2) Instructor of Record bonuses during their service as a Graduate Assistant at the University.

ARTICLE XIV SUMMER APPOINTMENTS AND ASSIGNMENT

Section 1: Certain departments may create assignments that will give Graduate Assistants who want or need to work during the summer sessions the opportunity to do so for available positions with a supplementary pro rata appointment (“Summer Assistantship”). This opportunity shall generally apply to RA positions. This Article shall not apply to instructors of record.

Section 2: In such cases, the terms listed in this Contract shall be applied to the Summer Assistantship, with the exception of the Appointment and Assignment (Article X) and Workload and Work Expectations (Article XI) Articles.

ARTICLE XV SECOND JOB

Any Graduate Assistant appointed to a Graduate Assistantship may hold a second job (either at the University or outside the University) only if the Graduate Assistant discloses in writing (before accepting a second job) that second job to their Department Chair or program director and the Graduate School dean, so long as such other employment is *de minimis*; is consistent with applicable laws; and, does not interfere with the Graduate Assistant's academic progress and performance in their Graduate Assistantship. Under no circumstances may a Graduate Assistant hold more than one 20-hour Appointment in one semester. Under no circumstances shall University-based employment exceed thirty (30) hours.

ARTICLE XVI HEALTH BENEFITS

Section 1. (Health Insurance):

- (A) (Health Coverage): Graduate Assistants shall be eligible to enroll in the Student Health Insurance Plan ("SHIP"). The University shall maintain or improve all benefits covered by SHIP as of the date of this Agreement, for the duration of this Agreement. The University will subsidize the SHIP premium coverage by Eighty Percent (80%).
- (B) (Payment Plan Option): Graduate Assistants may enroll in a Payment Plan Option to pay their Health, Dental and Vision benefit premiums via an installment deduction payment plan. Graduate Assistants who elect this Option will be allowed to pay their Health, Dental and Vision benefit premiums via regular deductions from a Graduate Assistant's semi-monthly stipend disbursements. Graduate Assistants must enroll in this Payment Plan Option by the Add deadline in the initial semester of appointment in every Academic Year. Graduate Assistants must enroll in the Payment Plan Option on a year-by-year basis from the Graduate School Office.

Section 2. (Dental Coverage): Graduate Assistants and eligible dependents will be eligible to enroll themselves and eligible dependents in the University's dental insurance plan administered by First Reliance Standard or an equivalent dental plan. For the University's preventative dental plan, the University will provide one hundred percent coverage (100%) of the premium for Graduate Assistants who enroll in the offered preventative dental plan. For the comprehensive dental plan, the University will pay the equivalent cost of one hundred percent coverage (100%) the preventative dental premiums towards the premium for Graduate Assistants who enroll in the offered comprehensive dental plan.

Section 3. (Graduate Assistant Healthcare Support Fund): As soon as practicable after ratification, the University shall establish a Graduate Assistant Healthcare Support Fund (the "Healthcare Support Fund") for the reimbursement of medical expenses (i.e., not premiums) that represent demonstrated financial hardship. Graduate Assistants shall only be eligible for this Healthcare Support Fund if they have spent at least \$501 or more in out-of-pocket SHIP eligible

expenses (i.e., services covered by SHIP other than prescription drug costs), \$501 or more in out-of-pocket prescription drug costs, or \$501 or more in dental insurance (preventative or comprehensive) eligible expenses (i.e., services covered by the dental insurance plan). For the avoidance of doubt, the out-of-pocket SHIP eligible expenses, prescription drug costs, or dental insurance eligible expenses do not aggregate for the purposes of calculating eligibility for reimbursement from the Healthcare Support Fund. The University will contribute \$50,000 per Fiscal Year to the Healthcare Support Fund. The University will review all applications and approve disbursement according to standards established by the University in its sole discretion. Reimbursement shall be timely issued after approval and after the Graduate Assistant has submitted appropriate documentation to the University.

Section 4. (Communication of Benefits): The parties charge the - Labor Management Committee to consider additional appropriate ways to:

- (A) Inform Graduate Assistants of any new changes to healthcare coverage;
- (B) Develop accessible webpages and/or documents detailing Graduate Assistant health benefits.

Section 5. (Student Healthcare Advisory Committee): The Union may designate one (1) of its members to participate on the University's Student Healthcare Advisory Committee.

Section 6. (International Graduate Assistants Healthcare Dependent Premium Support Fund):

- (A) Beginning in the Fall 2024 semester, the University shall establish an International Graduate Assistants Healthcare Dependent Premium Support Fund (the "International Dependent Premium Support Fund") for the partial support of healthcare premiums for dependents of international Graduate Assistants. At a schedule to be set by the Graduate School, International Graduate Assistants shall provide notice to the Graduate School that they intend to elect SHIP dependent coverage. The Graduate School will inform international Graduate Assistants who gave notice under this provision of the likely average Healthcare Dependent Premium Support for that Academic Year prior to the SHIP election deadline. International Graduate Assistants shall only be eligible for support under this International Dependent Premium Support Fund if they have submitted proof of election of SHIP dependent coverage to the Graduate School. The University will contribute \$100,000 per Fiscal Year to the International Dependent Premium Support Fund. The University will review all applications, determine support amount and approve disbursement of support according to standards established by the University in its sole discretion. Support shall be timely issued after approval and after the Graduate Assistant has submitted appropriate documentation to the University.
- (B) The Parties charge the Labor-Management Committee, established under the Labor-Management Committee Article (Article XXXI) in this Agreement, to:
 - i. Evaluate the utilization and potential abuse of the International Dependent Premium Support Fund;

- ii. Make recommendations to the University regarding the method of determining the amount of support from the International Dependent Premium Support Fund for individual international Graduate Assistants with dependents;
- iii. Make recommendations to the University regarding the required proof of election of SHIP dependent coverage to be submitted to the Graduate School to be eligible for the International Dependent Premium Support Fund;
- iv. Make recommendations to the University regarding whether the International Dependent Premium Support Fund support should be paid as a stipend or as a reimbursement and, if as a reimbursement, the procedure for demonstrating reimbursable expenses;
- v. Make recommendations to the University regarding healthcare coverage for International Graduate Assistants.

Section 7. (Limited Reopener for Healthcare): The Parties agree that the Union may request a limited reopener in the third year of this Agreement (i.e., between July 1, 2026, and June 30, 2027) for the limited purpose of meeting and conferring regarding the healthcare provisions of this Agreement, as contained in this Article. During this limited reopener, the Collective Bargaining Agreement shall remain in full force and effect, including without limitation the No Strike-No Lockout Article (Article V).

ARTICLE XVII CHILDCARE BENEFITS

Section 8. (Child Care Subsidy): Graduate Assistants earning less than \$65,000 in household income per year with a child under the age of 6 are eligible for a childcare subsidy of \$1,500 per child, with a maximum subsidy per family of \$3,000. Graduate Assistants must apply for the childcare subsidy consistent with the requirements of the current Graduate School Child Care Subsidy Policy.

Section 9. (Communication): The Graduate School will distribute applications for the Child Care Subsidy to all Graduate Assistants at the beginning of the fall semester. To the extent the Union believes additional communication of childcare benefits is necessary, the Parties charge the Labor-Management Committee to consider additional appropriate communication on childcare benefits at the University.

Section 10. (Syracuse University Child Care Centers): To the extent permissible by law and the policies of the Bernice M. Wright School and Early Education Childcare Center, the University will attempt to the extent possible to provide Graduate Assistants with priority on the wait list of the Bernice M. Wright School and Early Education Childcare Center above eligible faculty and staff. Nothing in this Section is subject to the Grievance and Arbitration procedures (Article XXIII) of this Agreement.

ARTICLE XVIII SICK LEAVE

Section 1. (Sick Leave): Eligible Graduate Assistants will be provided with sick leave from Graduate Assistantship duties in accordance with the University's Leave, Sick Time for Personal and Family Reasons: Exempt Employees and Graduate Assistants Policy, as may be amended from time to time by the University in its discretion provided it is not inconsistent with this Agreement. Graduate Assistants shall record their sick leave time with the University.

Section 2. (Notice): All Graduate Assistants (whether serving as a Research Assistant, Teaching Assistant, or Graduate Administrative Assistant) must, as soon as it is known the Graduate Assistant may require sick leave, notify their supervisor and Department Chair or their designee that they will be absent to ensure that the University can take appropriate action to cover the Graduate Assistant's class, lab or other duties. Departments will specify how notice must be provided, via either text, phone, or email.

Section 3. (New York Sick Leave Waiver): Because this Agreement provides Graduate Assistants with sick leave beyond what is required under the New York State Paid Sick Leave Law, the Parties hereby expressly waive city and state legislation regarding paid time off, including the New York State Paid Sick Leave Law, Section 196-b of the New York Labor Law, and any potential city, state, and/or federal legislation to guarantee a certain sick leave, vacation or paid time off benefit to employees that exceeds or is different from the benefit provided in the Collective Bargaining Agreement. To the extent any new or potential sick leave, vacation or paid time off benefit legislation does not permit the Parties to waive the legislation's provisions, the Parties agree to a limited reopening to discuss conforming the Collective Bargaining Agreement to the legislation in a manner that is cost-neutral to the University. If any of the waivers included in this paragraph are deemed ineffective or invalid (in whole or part) by a court or other body, or the waivers are ineffective or invalid for any other reason, the Parties agree to replace this paragraph with appropriate language to waive the provisions of the applicable legislation. Further, the Parties agree and acknowledge that the Agreement provides benefits comparable to those provided by the New York State Paid Sick Leave Law, including without limitation use of up to 56 hours of sick time per year. The Parties also agree and acknowledge that the Collective Bargaining Agreement will provide benefits comparable to those provided by any new applicable city, state, and/or federal sick leave, vacation or paid time off benefit legislation to Graduate Assistants covered by the Collective Bargaining Agreement.

ARTICLE XIX FAMILY AND MEDICAL LEAVE

Section 1. (Parental Leave):

- (a) The University shall provide eligible Graduate Assistants with up to eight (8) weeks of parental leave (Parental Leave) from their Graduate Assistantship duties without reduction in stipend. A Graduate Assistant, at their discretion, may request less than eight (8) weeks of Parental Leave.

- (b) Graduate Assistants are eligible for Parental Leave twice during their enrollment at the University. Graduate Assistants beyond their fifth year in graduate school are not eligible for the Parental Leave.
- (c) To be eligible for Parental Leave, a Graduate Assistant must have become a parent through birth or adoption placement (“Qualifying Event”) and currently be registered on a full-time basis in a main campus graduate program. Eligible students must be in good academic standing for at least one academic fall or spring semester. The Parental Leave must be taken in consecutive weeks immediately following the Qualifying Event.
- (d) Graduate Assistants must provide twelve (12) weeks’ advance notice prior to their intent to use Parental Leave if such Parental Leave is foreseeable. If the Qualifying Event is not foreseeable, the Graduate Assistant must provide notice as soon as possible.
- (e) Parental Leave under this Section (including the use, eligibility and procedures for such leave), including any academic accommodation available to individuals covered by this Agreement as students, shall be governed by any University policy promulgated regarding graduate student parental leaves, as may be amended from time to time by the University in its discretion, but only to the extent the policy it is not inconsistent with this Agreement.
- (f) To the extent permissible by law, Parental Leave shall run concurrently with Federal Family and Medical Leave (FMLA), New York Paid Family Leave (NYPFL), disability benefits and leave, and leave available under any applicable state or local laws. Where Parental Leave runs concurrently with any other leave and/or monetary benefits, including the leaves and benefits identified in this Section and any other University provided leave and/or monetary benefits, in no event shall a Graduate Assistant be eligible to receive more than 100% of their regular stipend. To be eligible for Parental Leave under this Section, Graduate Assistants are required to apply for and be approved for any applicable leave and/or monetary benefits under all applicable laws and programs (e.g., short-term disability policy, New York Paid Family Leave Law, New York Short Term Disability Benefits, etc.), and their pay during the Parental Leave will be coordinated with these benefits such that Graduate Assistants receive no more than the amount to which they would be eligible for under this Parental Leave Section.

Section 2. (Family and Medical Leave): The University shall provide eligible Graduate Assistants with family and medical leave in accordance with 1) applicable law, including without limitation the FMLA and the NYPFL, and 2) the University’s FMLA, NYPFL and short-term disability policies, as applicable, and as may be amended from time to time by the University in its discretion and in accordance with applicable laws.

ARTICLE XX OTHER TIME OFF

Section 1. (University Holidays):

- (a) It is expected that a Graduate Assistant’s duties shall generally be performed during the Academic Year from the first day of the Fall semester through the last day of the Spring

semester, as defined by the University's Academic Year Calendar ("Academic Year"). Graduate Assistants shall not be required to work on University Holidays, as defined by the University's Holiday Schedule (including any Bonus Day(s) and Orange Appreciation Day(s)), except as provided below in Section (b). The University sets the Academic Year Calendar and Holiday Schedule in its sole discretion.

- (b) On University Holidays, a Graduate Assistant's supervisor, in their sole discretion, may determine that a Graduate Assistant constitutes "Holiday Essential Personnel" for the continued performance of a lab, course or other duties. If a Graduate Assistant has been deemed Holiday Essential Personnel, the Graduate Assistant shall be required to perform assistantship duties on the Holiday. A supervisor shall provide reasonable notice to the Graduate Assistants in advance of the Holiday for which they have been deemed Holiday Essential Personnel. Before identifying a Graduate Assistant as Holiday Essential Personnel, the respective supervisor, as applicable, shall use reasonable efforts to ensure that the scheduling of Holiday Essential Personnel is distributed evenly among Graduate Assistants under their supervision. If a Graduate Assistant is required to perform duties on a University Holiday, the Graduate Assistant shall be permitted to choose alternate day(s) off that the Graduate Assistant can take off within the same semester (i.e., either Fall or Spring semester), with their supervisor's permission, without any reduction in stipend. Such approval shall not be unreasonably denied.

Section 2. (Inclement Weather and Other Emergency Closings): The University's Inclement Weather/Severe Storm Closing Policy and other emergency closing procedures, as may be amended from time to time by the University in its discretion, regarding operating during inclement weather or other emergencies shall be applicable to Graduate Assistants, unless otherwise inconsistent with the terms of this Agreement.

- (a) If the University's campus is closed pursuant to the Inclement Weather/Severe Storm Closing Policy and/or other emergency closing procedures, Graduate Assistants shall generally be required to perform their assistantship duties remotely. In exceptional circumstances during inclement weather or other emergency closing, a Graduate Assistant may have a compelling need to not work remotely. In such cases, the respective dean, department head or director may permit the Graduate Assistant to take the day off, but the absence shall be charged as a vacation day.
- (b) Additionally, on days when the University's campus is closed pursuant to the Inclement Weather/Severe Storm Closing Policy and/or other emergency closing procedures, a Graduate Assistant's supervisor may determine that a Graduate Assistant constitutes "Closing Essential Personnel" and the Graduate Assistant must perform their assistantship duties on campus. Before identifying a Graduate Assistant as Closing Essential Personnel, the respective dean, department head or director, as applicable, shall use reasonable efforts to ensure that lab, course or other duties are distributed evenly among Graduate Assistants so that all Graduate Assistants under their supervision are able to perform their work remotely and/or travel to and from campus. In exceptional circumstances during inclement weather or other emergency closing, a Graduate Assistant deemed Closing Essential Personnel may have a compelling inability to come

to campus. In such cases, the respective dean, department head or director may permit the Graduate Assistant to take the day off, but the absence shall be charged as a vacation day.

Section 3. (Vacation): Graduate Assistants with a 20-hour appointment are entitled to four (4) days of vacation time off per semester (either Fall or Spring) during the Academic Year without reduction of stipend. Graduate Assistants with a less-than 20-hour appointment shall have their available vacation days reduced *pro rata* (e.g., if a Graduate Assistant has a ten (110-hour per week appointment in a semester, they shall receive two (2) days of vacation). Graduate Assistants must record their vacation time with the University.

- (a) RAs and GAAs: Vacation days for Graduate Assistants appointed as a Research Assistant or Graduate Administrative Assistant must be coordinated with and approved by the Graduate Assistants' supervisor. Such approval shall not be unreasonably denied. Graduate Assistants serving as RAs or GAAs must request use of vacation time off at least thirty (30) days prior to their requested vacation time off.
- (b) TAs: Vacation days for Graduate Assistants appointed as Teaching Assistants shall be taken when classes or discussion sections are not in session or as otherwise approved by the Graduate Assistant's supervisor, in their sole discretion. Such approval shall not be unreasonably denied when classes or discussions sections are not in session. Graduate Assistants serving as TAs must request use of vacation time off at least thirty (30) days prior to their requested vacation time off.
- (c) Vacation time will roll over from Fall to Spring semester (e.g., if a Graduate Assistant with a 20 Hour Appointment in the Fall does not take any vacation time off in the Fall semester, they shall have an additional four (4) days' vacation time off to use in the Spring semester). However, vacation time off not taken within the Academic Year will be forfeited. There shall be no payout for unused vacation days.

Section 4. (Bereavement Leave): Graduate Assistants may be absent without reduction of stipend for up to three (3) days in the event of the death in their immediate family or the immediate family of their spouse/domestic partner. In circumstances of logistical difficulty (e.g., international travel) or severe emotional distress or religious observance, a longer absence (not to exceed seven (7) days) may be appropriate. Such requests will not be unreasonably denied. Graduate Assistants must request leave from their supervisors prior to their absences under this Section. Immediate family includes: parent (including step-parent and foster parent), child (including step child and foster child), spouse/domestic partner, sibling, grandparent; grandchild, and other relatives living in the eligible Graduate Assistant's household.

Section 5. (Military Leave): Graduate Assistants will be granted military leave in accordance with applicable laws, including the Uniformed Services Employment and Reemployment Rights Act.

Section 6. (Jury Duty and Witness Leave): Graduate Assistants will be granted leave for jury duty or being subpoenaed as a witness without reduction in stipend in accordance with applicable law. Upon receipt of a summons to jury duty or subpoena to appear as a witness, the Graduate Assistant will inform their supervisor of the date(s) for which the Graduate Assistant has been

summoned to jury duty or subpoenaed as a witness and provide the supervisor with a copy of the summons. To the extent permitted by law, Graduate Assistants shall request a postponement of jury service if requested to do so by their department or program. Graduate Assistants will keep any pay received from jury duty in addition to receiving their regular stipend from the University.

Section 7. (Election Leave): Graduate Assistants shall be provided time off to vote without reduction in stipend consistent with applicable law. Graduate Assistants may use vacation time off under Section 3 above to vote in international elections. Requests for such vacation time off shall not be unreasonably denied.

ARTICLE XXI INTERNATIONAL GRADUATE ASSISTANTS

Section 1. The University, through the Center for International Services or otherwise, will provide fully subsidized access to tax preparation programs for international Graduate Assistants' Federal and New York State tax returns. The Union and Graduate Assistants agree that this provision of funding for tax preparation services does not constitute legal or tax advice to Graduate Assistants by the University.

Section 2. If the University is not able to employ a Graduate Assistant as a result of the Graduate Assistant's immigration status, the University agrees to make reasonable efforts to re-employ the Graduate Assistant once the Graduate Assistant has obtained work authorization or the immigration status that lawfully permits them to work as a Graduate Assistant. Once a Graduate Assistant has obtained the appropriate work authorization or immigration status, the effective date of re-employment shall depend on several factors, including without limitation, the academic calendar, availability of space and funding, and the academic needs of the department, school, program, or principal investigator. Any determination made as to whether an eligible Graduate Assistant is selected for re-employment in an available position under this Section is not covered by Article XXIII (Grievance and Arbitration).

Section 3. The University will provide a session during the mandatory Graduate Assistant orientation that addresses payroll, social security numbers and tax withholdings for international Graduate Assistants.

Section 4. (Immigration Proceedings Leave): Graduate Assistants will be granted up to five (5) days' leave without reduction in stipend in accordance with applicable law in order to attend immigration proceedings concerning their own immigration status or the immigration status of an immediate family member or the immediate family of their spouse/domestic partner. Upon receipt of an order scheduling a hearing on their or an immediate family member's immigration status, the Graduate Assistant will inform their supervisor of the date(s) for which the Graduate Assistant must appear in an immigration proceeding and provide the supervisor with a copy of the order. To the extent permitted by law, Graduate Assistants shall request a postponement of the proceedings service if requested to do so by their department or program. Immediate family member has the same definition as in Article XX, Section 4 ("Bereavement Leave" under "Other Time Off").

Section 5. (International Graduate Assistant Economic Hardship Fund): The University shall establish an International Graduate Assistant Economic Hardship Fund to reimburse Graduate Assistants for costs that constitute an economic hardship to the international Graduate Assistant. The University will contribute \$50,000 per Fiscal Year to the International Graduate Assistant Economic Hardship Fund. Disbursements will be capped at \$510 per international Graduate Assistant and may cover SEVIS and Visa fees. The University will review all applications and approve disbursement according to standards established by the University, in its sole discretion. Reimbursement shall be issued in a timely fashion after approval and after the international Graduate Assistant has submitted appropriate documentation to the University.

Section 6. The Parties charge the Labor-Management Committee to:

- (A) Work with the Center for International Services in order to consider information to provide on the Center for International Services website regarding F1 and J1 eligibility and benefits;
- (B) Develop a list of in-person local resources that can assist with tax preparation.
- (C) As soon as practicable, but not later than within six (6) months, the Working Group on International Students shall meet with the Labor-Management Committee to solicit feedback on the housing needs of international Graduate Assistants.

ARTICLE XXII DISCIPLINE AND DISCHARGE

Section 1. Discipline related to employment shall not include consequences to a Graduate Assistant's student status; any incidents that could affect both student status and employment must be handled separately (e.g., academic dishonesty). The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including decisions that may impact a student's employment, unless the decision is predicated upon activities related to their employment duties.

Section 2. At the discretion of the Graduate Assistant's department or appropriate unit within a school or college, in consultation with the Dean of the Graduate School, discipline related to employment may include verbal warnings, written warnings, unpaid suspensions, or discharge from employment.

The parties agree that discipline should be progressive and follow the above progression, when appropriate. Notwithstanding the provisions above, the Union and the University agree that certain offenses will not require progressive discipline, and that the first occurrence of such offenses may result in immediate suspension or termination from employment. Examples of offenses that may precipitate immediate suspension or termination include, but are not limited to, theft of property; conviction of sexual assault; violence; being under the influence of illegal drugs or alcohol during working hours; and possession of firearms or explosives on University property.

- A. A Graduate Assistant will not be disciplined, suspended, or discharged without just cause.
- B. Examples of just cause that could lead to progressive discipline may include the following and relate exclusively to Graduate Assistant's work responsibilities, not their student responsibilities; repeated absenteeism; repeated lateness; failure to adhere to stated course or research deadlines; failure to aid in the preparation of course or research materials; failure to hold sections, labs, or office hours; failure to grade or evaluate coursework; failure to perform assigned lab duties; willful abandonment of teaching or research assignments; insubordination, and; violation of University policies related to employment.
- C. A Graduate Assistant may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.
- D. Discipline for purposes of this Article shall not include performance evaluations or feedback that is designed and intended for the exclusive purpose of furthering Graduate Assistant professional development.
- E. The University agrees that discipline will be constructive in nature and shall not be issued in public. Additionally, no discipline shall be issued more than thirty (30) calendar days, excluding vacation time and other time away from work, after the event giving rise to the discipline.

Section 3. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, including placement on a Performance Improvement Plan, when appropriate, with which the Graduate Assistant must comply, provided the remedial measures are rehabilitative rather than punitive.

Section 4. A Graduate Assistant may request that a Union representative be present at any investigatory meeting that the Graduate Assistant reasonably believes may lead to discipline. Such requests shall not be unreasonably denied. The University shall notify a Graduate Assistant of this right before commencing any such meeting. Failure to advise a Graduate Assistant of their rights pursuant to this Section shall make any statements or evidence procured in said meeting inadmissible in any arbitration or disciplinary proceeding.

ARTICLE XXIII GRIEVANCE AND ARBITRATION

A Graduate Assistant covered by this Agreement, or the Union, or the University may file a grievance in accordance with the procedure outlined in this Article. If a Graduate Assistant files a grievance, they shall notify the Dean of the Graduate School and the University's Head of Labor Relations who in turn will notify the Union within five (5) calendar days of receipt of the notification.

A Graduate Assistant covered by this Agreement, or the Union or the University may only file one (1) grievance arising out of the facts of any claim. The grievance procedure outlined in this

Article shall be the sole, exclusive process for resolving all grievances arising out of, related to, or involving the interpretation, application, administration, or alleged violation of this Agreement.

Definitions

Grievant: A Grievant is the Graduate Assistant covered by this Agreement making a grievance claim that the Agreement has been violated.

Grievance: A grievance is any claim by a Grievant, or the Union, or the University arising out of, related to, or involving the interpretation, application, administration, or alleged violation of this Agreement.

A grievance shall be processed according to the following procedure:

Step 1. The parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The Grievant and/or the Union may first raise the issue orally and concurrently to both the Grievant's immediate supervisor (e.g., faculty member, administrator, research supervisor, etc., as the case may be) and the Department Chair, within fifteen (15) calendar days of the event giving rise to the grievance. A meeting to discuss the grievance as described in this Step 1 must be scheduled in advance at a mutually convenient time.

The Grievant may have a Union representative (who has been trained by the Union in grievance handling) present for this oral presentation, who shall have the right to speak and present the grievance on behalf of the Grievant; in such cases, a representative from Labor Relations may also be present. The supervisor and Department Chair shall have ten (10) calendar days following such meeting to investigate the matter and must provide a response to the Grievant and Union within that time period.

The purpose of such notification(s) is to communicate the problem and to create the opportunity for dialog to correct the problem giving rise to the grievance.

Step 2. Any grievance not raised initially at Step 1 must be filed as a formal grievance in writing at Step 2 within thirty (30) calendar days following the occurrence giving rise to the grievance.

If an informal grievance is not resolved in Step 1, or not responded to within the ten (10) calendar day period, the Union may reduce the grievance to a formal grievance, in writing, signed by the Grievant or the Union representative, and submitted to the Dean of the Graduate School or the Associate Dean of the Graduate School with a copy to the University's Head of Labor Relations within thirty (30) calendar days following the occurrence giving rise to the Step 1 grievance.

Within fifteen (15) calendar days after timely receipt of the written grievance, the Dean of the Graduate School or the Associate Dean of the Graduate School, shall

give a written answer to the Grievant and the Union, and may copy the Head of Labor Relations.

If the grievance names the Dean of the Graduate School or the Associate Dean of the Graduate School, the Grievant or the Union representative shall have the right to file the grievance with the Office of the Provost.

Step 3. If the Union's or individual Grievant's grievance is not resolved in Step 2, the Union shall notify the University's Head of Labor Relations or their designee within fifteen (15) calendar days of the Step 2 response. The University's Head of Labor Relations or their designees shall conduct a meeting within fifteen (15) calendar days of receiving the Grievant's or Union's request for Step 3. The University shall issue a written decision to the Union within fifteen (15) calendar days after the date of the meeting at Step 3.

Certain Union or individual grievances upon mutual agreement of the parties may be initiated at Step 3.

All grievances brought by the University shall be initiated in writing at Step 3.

The Union shall give a written answer to the University within fifteen (15) calendar days after the date of the meeting at Step 3.

Step 4. In the event the parties are unable to resolve the grievance in the above procedure at Step 3 then the Union or University has thirty (30) calendar days after the receipt of the Step 3 decision to submit the grievance to arbitration as provided by this Article. Only the Union or University may appeal the denial of a grievance to arbitration. In such a case, the appealing party will request a list of arbitrators from the AAA and selection shall be made in accordance with the Voluntary Labor Arbitration Rules. Such arbitration shall be held, if possible, during normal work hours at a mutually agreed upon location.

The arbitrator shall conduct a hearing in accordance with the Labor Arbitration Rules of the AAA. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.

The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union and the Grievant.

Section 4. There shall be no consolidation of grievances for the purpose of arbitration (except by mutual agreement between the University and the Union). Each unresolved grievance shall be separately submitted to the AAA pursuant to Step 4, and a separate arbitrator will be selected for each unresolved grievance. However, the Union, upon prior notification to the University, may file a "class action" grievance that involves multiple Graduate Assistants covered by this Agreement if the facts giving rise to the grievance are based on the same alleged violation of the Agreement.

Section 5. The arbitrator’s jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to deny or uphold the grievance and assign an appropriate remedy. The arbitrator shall have no power to engage in any form of interest arbitration. The arbitrator shall have no power to add to, subtract from, or change the language of this Agreement.

Section 6. The fees and expenses of the Arbitrator shall be shared equally by the University and the Union.

Section 7. Any settlement between the University and the Union at any stage of the grievance procedure shall be binding on the University, the Union and the Grievant(s).

Section 8. Unless the grievance, at each step, is raised, served, referred, appealed, and submitted to arbitration within the time limits at each step herein set forth, and which may be extended only by the written consent of both the University and the Union, it shall be deemed that the parties have waived the right to continue to pursue the grievance or to proceed to arbitration and the matter shall be deemed closed.

Section 9. Graduate Assistants, other than Union Officers, stewards, and Grievants who are subpoenaed to an arbitration by the Union or the University, as the case may be, will be provided excused time off to attend without loss of compensation. However, the Graduate Assistant shall be responsible for scheduling a make-up class or arranging sufficiently in advance of the scheduled class or assigned research related work duties for a suitable replacement (or alternative) acceptable to the Department Chair and supervisor. Such approval shall not be unreasonably denied. Graduate Assistants shall not bear the costs of a substitute worker if the Department Chair and supervisor agree that arranging for a substitute is appropriate.

Section 10. Except for the initial filing of a grievance, which must be filed according to Section 3 above, all time limits for grievances shall be suspended during the period between the University’s Commencement and the first day of class in the Fall semester and the period between the last day of class in the Fall semester and the first day of class in the Spring semester. This shall not prohibit the parties from proceeding with the formal procedures of this Article during these times by mutual consent. If the last day of a deadline in this Article is a Saturday, Sunday, or University-observed holiday, the period continues to run until the end of the next calendar day that is not a Saturday, Sunday or University-observed holiday.

ARTICLE XXIV POLICIES AND PROCEDURES

Section 1. The Parties agree that the University’s policies and procedures, including the Academic Rules and Regulations, the Student Code of Conduct and the Student Handbook, shall continue in full force and effect.

Section 2. The parties also agree that any and all departmental handbooks in existence prior to the effective date of this Agreement shall remain in effect. However, the parties agree that in all instances when this Agreement addresses the subject matter, this Agreement will prevail.

Section 3. Upon ratification of the Agreement by both Parties, all current and future policies related to Graduate Assistantships shall not be unreasonable. Any policy that the Union alleges is unreasonable shall be discussed at the next regularly scheduled Labor-Management Committee meeting and may be subject to the Grievance and Arbitration procedure. In order to provide sufficient review, any and all new policies or procedures related to Graduate Assistants promulgated by Departments will be given to the Union and University Labor Relations prior to their implementation for review and discussion, and as appropriate such new policies or procedures also may be discussed or reviewed in the Labor-Management Committee.

ARTICLE XXV EMPLOYMENT SECURITY

Section 1. To the extent possible, in the case of a Graduate Assistant's supervisor's departure from the University, prolonged absence, or death, the University shall work with the Graduate Assistant to make reasonable efforts to appoint the Graduate Assistant to a suitable alternative supervisor as soon as practicable.

ARTICLE XXVI NEW GRADUATE ASSISTANT EXPERIENCE/ORIENTATION

Section 1. The Union may schedule an orientation for all Graduate Assistants covered by this agreement and may make it mandatory. The University, as part of its graduate student orientation program, will give the Union 45 minutes to discuss topics it may select, such as the contract and its benefits like stipends, health insurance, leave provisions, etc., how to contact the Union leadership and Union membership, including how to fill out the Union membership form.

Section 2. The Labor-Management Committee may propose topics for the Graduate School's consideration as topics for orientation or other trainings, such as; ADA information, harassment training, inclusive environment training, information about parking and transportation, and other subjects of mutual interest.

Section 3. The Union may contact Graduate Assistants who missed the orientation discussed in Section 1 with a cross-copy ("cc") to the Graduate School and University Labor Relations, and request that they reach out to the Union to discuss the contract, Union membership, and any other required paperwork like a FERPA release.

Section 4. There will be two of these Union mandatory orientations each academic year, one in the fall and one in the spring semester. These will be for those who miss the fall orientation and can join the spring orientation and for those who join the unit in the spring who were not in unit in the fall. The parties will work on scheduling these as close to the beginning of each semester as possible.

Section 5. The parties agree that following ratification of the first agreement every effort will be made to pull together an orientation pursuant to the parameters above so that the Union can orient our members to the new contract and to explain Union membership including how to fill out the Union membership form.

ARTICLE XXVII TRANSPORTATION

Section 1. The Parties request the Labor-Management Committee to meet within the first year of this Agreement to identify ways to:

- (A) Publicize to Graduate Assistants, or to assist them, in obtaining a New York drivers' license.
- (B) Publicize to Graduate Assistants any changes in University transportation (e.g., bus schedules) and/or parking.

Section 2. The Union shall have the opportunity to designate one of its members to participate in the University's Parking Committee.

ARTICLE XXVIII HEALTH AND SAFETY

Section 1. The University, the Union, and Graduate Assistants are committed to maintaining a safe and healthy work environment.

Section 2. The University, the Union and Graduate Assistants will comply with all applicable federal, state, and local laws pertaining to health and safety including all applicable Occupational Safety and Health Act ("OSHA") regulations and the University's health and safety policies, procedures, and training requirements.

Section 3. No Graduate Assistant will be required to work in conditions that pose an imminent danger to their health and safety.

Section 4. If a Graduate Assistant is aware of an unsafe working condition, the Graduate Assistant must report the unsafe condition to their supervisor and/or the University's Department of Public Safety for evaluation and appropriate follow-up. No Graduate Assistant shall be subjected to retaliation for reporting in good faith any unsafe working condition.

Section 5. The University shall provide Personal Protective Equipment ("PPE") and the Graduate Assistants must wear PPE as required pursuant to OSHA or any federal, state, or local laws and/or regulations.

Section 6. The University shall provide first aid equipment and training in appropriate locations as required by applicable law. The Labor-Management Committee may undertake additional initiatives to consider additional steps to enhance the health and safety of Graduate Assistants while performing their assistantship duties.

Section 7. As applicable to Graduate Assistants, the University shall continue to comply with the New York State Workers' Compensation Law.

**ARTICLE XXIX
INTELLECTUAL PROPERTY AND ACADEMIC INTEGRITY**

Section 1. Intellectual Property

- (A) Graduate Assistants are subject to the University's policies and procedures regarding intellectual property, as may be amended from time to time by the University in its sole discretion. The current policies and procedures regarding intellectual property are available online at [3.23 Ownership and Management of Intellectual Property - Office of Academic Affairs – Syracuse University](#). Complaints regarding intellectual property shall be processed solely in accordance with the applicable University policies and procedures.
- (B) The University shall not engage in any form of retaliation against any Graduate Assistant who engages in a good-faith effort to assert their rights regarding intellectual property under the University's policies and procedures.
- (C) The University will provide the Union with a copy of any changes to the University's policies and procedures regarding intellectual property.
- (D) A Graduate Assistant who serves as the instructor of record for a course shall have the same rights of ownership as a member for the faculty would have with respect to course materials that the Graduate Assistant develops for the course.

Section 2. Academic Integrity

- (A) Graduate Assistants are subject to the University's Misconduct in Research policies, the Student Code of Conduct and the Student Handbook, as may be amended from time to time by the University in its sole discretion.
- (B) Complaints regarding a Graduate Assistant's research or professional integrity shall be processed solely in accordance with University Policies and related applicable policies and procedures.
- (C) The University shall not engage in any form of retaliation against a Graduate Assistant who engaged in a good faith effort to assert their rights under the University's Misconduct in Research policies.

**ARTICLE XXX
BARGAINING UNIT INFORMATION/FERPA**

Section 1. (FERPA Release/Waiver):

- (A) The University shall provide all Graduate Assistants performing bargaining unit work with a form that, when signed voluntarily, will constitute a written valid waiver of their privacy rights under the Family Education Rights and Privacy Act (FERPA) by

consenting to the release of non-directory information sought by the Union for representation purposes as set forth in this Article.

(B) This form will be included in the Graduate Assistant's original hiring paperwork along with a communication in the Appointment Letter that will indicate that the Union is their exclusive bargaining representative when the Graduate Assistant is engaged in bargaining unit work covered by this Agreement.

(C) The Appointment Letter will also be sent with a communication that will include, at minimum, information about the following:

1. The Union has a legal obligation to represent the Graduate Assistant when they are engaged in bargaining unit work and that to do so, the Union requires information about its members that it is entitled to under the Union and the University's Collective Bargaining Agreement;
2. In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and FERPA, which prohibits the University from disclosing any Personally Identifiable Information from a student's education records, the Graduate Assistant will be asked to sign the form to grant the Union access to records maintained by the University which the Union is entitled to under the Collective Bargaining Agreement; and
3. Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the Union may be used.

(D) In addition to any specific language the University determines is legally required, the University shall endeavor to communicate the information in this Section in plain language that prioritizes clarity and comprehension.

Section 2. Two (2) weeks prior to the start of employee orientation, the University will provide the Union with the following directory information regarding bargaining unit members that it has available:

- (A) Name;
- (B) Current address, as provided to the University;
- (C) Current telephone number, as provided to the University;
- (D) University email;
- (E) Degree program.

The above list shall not apply to Graduate Assistants who have opted-out of permitting the University to share directory information pursuant to FERPA.

Section 3. Provided the Graduate Assistant has executed a FERPA release/waiver, within two (2) weeks of the end of the add deadline each semester, the University will provide the Union with the following information for all members of the bargaining unit regarding:

- A. For all Graduate Assistants:
 - a. Title;
 - b. Amount of Stipend;
 - c. Supervisor;
 - d. Hiring department;
 - e. Hiring department address, and;
 - f. Minimum number of required hours per week, if any.

- B. For those appointed as Teaching Assistants:
 - 1. All courses assigned to the Teaching Assistant, if applicable, which shall include a prefix identifying the department from which it is offered;
 - 2. The meeting time(s) and location(s) for each course,
 - 3. The current enrollment for each course,

Section 4. (List Updates): If any Graduate Assistants are hired after the initial lists in Section 2 are sent to the Union, the University will provide the Union with an updated Section 2 list that includes any newly hired Graduate Assistants within two (2) weeks of the end of the add period deadline each semester. If any Graduate Assistants initially reported are later excluded from the bargaining unit due to a change in appointment, the University shall notify the Union as soon as possible.

**ARTICLE XXXI
LABOR-MANAGEMENT COMMITTEE**

Section 1. There will be a Labor-Management Committee (“LMC”) comprised of up to three (3) members representing the Union and up to three (3) members representing the University. In addition, upon providing at least one (1) days’ notice, the Union and the University may each bring one (1) staff member and/or one (1) guest to the LMC. The intent of the LMC is to enhance labor-management communication and to encourage collaborative problem solving, meeting the interests of labor and management over the short and long term. The LMC is intended to enhance and not replace the existing grievance/arbitration procedure, labor agreement, or contract negotiation process, and governs other labor/management activities. LMC meetings shall not be used for negotiations or to discuss pending grievances. The members of the LMC will establish and maintain a charter and ground rules to govern its operations.

Section 2. The LMC shall meet not more than twice per semester at mutually agreeable times and locations to discuss matters necessary to the implementation of this Agreement and of general interest to the Graduate Assistants or the University. By mutual agreement, the parties can schedule an additional meeting or cancel a meeting.

Section 3. At least four (4) regular working days prior to any meeting described in Section 2 of this Article, the parties will mutually agree upon an agenda of topics to discuss. The agendas and the details of meeting discussions between the parties shall not be used as evidence in the

processing of any grievance pursuant to Article XXIII (Grievance and Arbitration), nor any unfair labor practice as defined by the National Labor Relations Act.

Section 4. The LMC's recommendations shall reflect the consensus of the Union and University representatives on the committee. However, the University shall retain final authority with respect to implementing recommendations made by the LMC. If a recommendation requires further approval by the University, the LMC's Union and University representatives shall jointly prepare a document reflecting the LMC's recommendation.

**ARTICLE XXXII
RATIFICATION BONUS**

The parties agree that a one-time ratification bonus will be paid to Graduate Assistants. After the Union provides the University with notice that its membership has fully ratified this Agreement, each Graduate Assistant shall receive a one-time, lump-sum, ratification bonus of One Thousand Dollars (\$1,000), minus all applicable taxes, withholdings and deductions. The ratification bonus will be paid within forty-five (45) calendar days after ratification. The parties agree that the ratification bonus shall not be considered compensation for hours of employment purposes, and instead shall be deemed excluded from the definition of regular rate for purposes of calculating overtime pay. For the avoidance of any doubt, any disputes over the ratification bonus made to Graduate Assistants, including any disputes over pay arising from or relating to such payments, shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including, without limitation, any wage and hour claim.

**ARTICLE XXXIII
SEVERABILITY**

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties to it. In such an event, the parties will meet and bargain in good faith to conform the illegal, void, invalid, or conflicting provision to the law, order, or ruling.

**ARTICLE XXXIV
DURATION OF AGREEMENT**

This Agreement shall be effective on the date of ratification of this Agreement and remain in full force and effect up to and including June 30, 2028. At any time within ninety (90) days prior to the termination of this Agreement, the University or the Union may initiate negotiations for a new Agreement.

SIGNATURE PAGE

The Union and the University have executed this Agreement effective **March 26, 2024**.

FOR SYRACUSE UNIVERSITY:



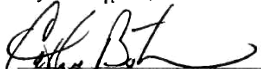
Kent Syverud, Chancellor, and President



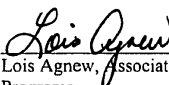
Denise Dyle, AVP Labor & Employee Relations



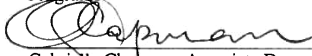
Alyssa Campbell, Associate General Counsel



Cathy A. Bottari, Associate Director, Labor Relations




Lois Agnew, Associate Provost for Academic Programs

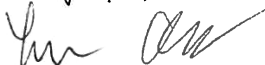


Gabrielle Chapman, Associate Dean, Graduate School

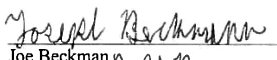
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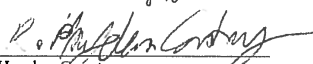
Scott Phillipson, President



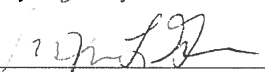
Lauren Ashby




Joe Beckman




Hayden Courtney



Sue-Jin-Green



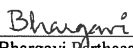
Haejo Kim




Bridget Mack



Sadie Novak



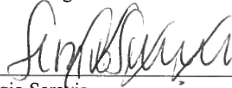
Bhargavi Parthasarathy



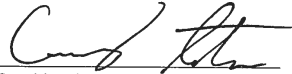
Roger Rosena



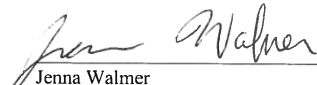
Sam Santiago



Sergio Saravia



Cassidy Thomas



Jenna Walmer

University Proposal: Working Group on International Students

January 11, 2024

Syracuse University recognizes and appreciates the significant contributions of its graduate assistant workers toward its vision of being a pre-eminent and inclusive student-focused research university, preparing engaged citizens, scholars, and leaders for participation in a changing global society. The University also recognizes that many of our graduate students travel a great distance from countries across the globe to live, work, study and teach at Syracuse University. Their perspective and unique backgrounds contribute in meaningful ways to advancing academic excellence at a university that is truly welcoming to all.

We appreciate that international students can face many challenges when making their way to Syracuse, especially as it relates to identifying safe, comfortable and affordable housing. Concerns around housing have been raised by the SGEU and Syracuse University wants to create opportunities to directly support our international students in their procurement of housing accommodations. We understand this is a nuanced issue that may be best served by a thoughtful and collaborative approach with critical input and expertise, both from entities within the university and potential external partners.

With that in mind, the University commits to establishing an internal University working group within the first three months of ratification of the agreement with SGEU to address international graduate assistants housing. The charge of the working group will be in the first 6 months to (1) complete a comprehensive assessment and identify the primary, specific housing challenges facing our international graduate assistants; (2) in the second 6 months, create a plan with concrete recommendations to address the identified issues; (3) at the end of one year, coordinate with University Labor Relations to share the plan and recommendations with the SGEU at the Labor Management Committee Meeting.

It is our hope these efforts will enable a smoother, more seamless transition for all our international graduate students and further support their holistic well-being.

Signed,

Gretchen Ritter
Vice Chancellor, Provost and Chief Academic Officer

Allen Groves
Senior Vice President and Chief Student Experience Officer

Acknowledged by SGEU: Scott R. Phillips
Date: 1/11/24

SIDE LETTER: UNION OFFICER CONTRACT ADMINISTRATION

March 7, 2024

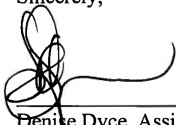
Scott Phillipson, President
SEIU, Local200United
701 Erie Blvd West
Syracuse, NY 13204

Re: Union Officer Contract Administration

Dear Scott:

This letter will confirm our understanding that the University and Union shall have discussions, as appropriate, to facilitate Graduate Assistants who are leaders of the Union to have the necessary release time to perform their Union duties (including administration of the Agreement) while fulfilling their Graduate Assistant responsibilities.

Sincerely,



Denise Dyce, Assistant Vice President, Labor and Employee Relations
Syracuse University

AGREED:




Scott Phillipson, President
SEIU, Local200United

Side Letter of Agreement

This Side Letter of Agreement, will be effective upon ratification of the Collective Bargaining Agreement between Syracuse University (“the University”) and the Syracuse University Graduate Employees Union (“SGEU” or “the Union”), a chapter of the Service Employees International Union Local 200 United (SEIU), to document the understanding and accord to provide the opportunity for the SGEU to designate one of its members to participate on the University’s Pronoun, Gender, and Preferred Name Advisory Council (PGPNAC) to effectuate the goals of the non-discrimination article of the collective bargaining agreement between the University and the SGEU.

For Syracuse University:



For SGEU:



Dear Students, Faculty and Staff:

Last semester, our community began our collective work to reimagine and redefine what academic excellence means at Syracuse University. Many of you participated in the academic strategic planning process and contributed important feedback and ideas on how we can get to where we want to be. This included robust conversation around the graduate student experience.

While we continue to advance the next iteration of the academic strategic plan this semester, **we will take steps now to strengthen how our graduate students experience Syracuse University.** As such, together with Graduate School Dean Peter Vanable, we will implement the following actions:

1. **Raise Stipend Levels:** As shared in December, beginning in the 2023-24 academic year, the minimum stipend levels will increase from \$16,980 to \$20,000 for master's students with full 20-hour academic year assistantships and from \$16,980 to \$22,000 for Ph.D. students. Additionally, I am pleased to announce that all schools and colleges will also increase assistantship stipends by at least 5% on average, inclusive of increases to the minimum for the 2023-24 academic year.
2. **Guarantee Four Years of Funding:** Beginning in the 2023-24 academic year, Syracuse University will assure at least four years of academic year funding for Ph.D. students through teaching assistantships, fellowships and, where appropriate, research assistantship support on faculty funded grants. Such support, together with a continued focus on growth in assistantship stipends and summer funding opportunities, will help to ensure that our Ph.D. programs continue to attract outstanding students.
3. **Nearly Double Summer Funding:** The University will provide permanent base funding to the Graduate School to support 40 additional pre-dissertation fellowships on a go forward basis. This brings the total commitment to 70 summer fellowship slots, inclusive of the existing summer dissertation fellowship program that has been in place for several years.
4. **Increase Summer Fellowship Stipends:** The University will provide base funding to the Graduate School to increase the summer fellowship stipend to \$4,500, up from \$4,000, representing a 13% increase for summer fellowship stipends.

These enhancements build on changes made in recent years and months. Together with the Graduate Student Organization (GSO), and with the support of many faculty members, we have made great progress to increase support of graduate students, including the following:

- **Premium Health Care Plan for Graduate Assistants and Fellows:** Graduate students have stronger and more affordable health care benefits than ever before. The platinum level plan is highly subsidized by the University, reducing graduate assistants' and fellows' annual premium costs by nearly \$1,800. Additionally, all full-time graduate and law students have access to affordable vision and dental benefits.
- **Increased Child Care Subsidies:** To meet the needs of graduate students who either have children or plan to become parents, the University doubled the support for qualifying graduate students from \$500 per child to \$1,000 per child under age 6, raising the maximum subsidy per family to \$2,000. Later this semester, we'll also be announcing a new parent accommodation policy to provide time for graduate students who become parents to bond with their child.
- **Prioritizing the Whole Experience:** In partnership with the GSO and faculty, the University has taken several steps to prioritize and elevate the whole student experience. This includes increasing our focus and resources on wellness and student life; establishing the Office of Professional and Career Development to nurture career readiness, both in academia and industry; establishing a digital platform to assist with off-campus housing searches; and establishing the Graduate Faculty Council to enable faculty to provide guidance and counsel on important issues related to graduate student success.

Our graduate students play an important role in our community. Not only are they training to be the next generation of educators, scholars, researchers and administrators, but they're also helping to teach and support our undergraduate students. It is my hope that these new actions, combined with previously achieved progress, will provide our graduate students an even stronger environment in which they can thrive, excel and succeed.

We will continue to work closely with the GSO and other graduate students to ensure they **feel** and **are** supported, valued and empowered.
Sincerely,

Gretchen Ritter
Vice Chancellor, Provost and Chief Academic Officer

