

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**S** Syracuse University

**AND**

**SEIU LOCAL 200 UNITED  
HOURLY STUDENT EMPLOYEES**



**AUGUST 15, 2025 - AUGUST 16, 2030**

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## **Article 1**

### Preamble

This Collective Bargaining Agreement ("Agreement" or "CBA") is entered into by and between Syracuse University (the "University") and Service Employees International Union Local 200 United (the "Union").

## **Article 2**

### Purpose and Intent

By entering into this agreement, it is the mutual intent of the parties to establish a positive, harmonious working relationship, promote fair and equitable employment practices, promote a respectful, inclusive workplace, and provide for the orderly resolution of grievances, all while recognizing the respective rights and responsibilities of the parties, for the benefit of the respective parties and the matriculated hourly graduate and undergraduate student workers (the "Employees") covered by this Agreement.

## **Article 3**

### Mutual Responsibility

#### 1. Students First

The University and the Union agree that the HSE's are, first and foremost, students. The advancement of the educational goals of the HSEs and the efficient operation of the University are the mutual obligations of the parties.

#### 2. Mutual Responsibility

The University and Union agree that they will treat each other with mutual respect and dignity, even when expressing differing views.

## **Article 4**

### Recognition

The University recognizes the Union as the exclusive collective bargaining representative for the Syracuse University hourly student employees ("HSE")

who are included in the bargaining unit, not associated with any other bargaining unit at Syracuse University:

- All hourly matriculated undergraduate and graduate student workers within the University's Food Services Department and University Libraries, (collectively, the hourly student food service and library workers) during the academic year.
- Undergraduate and graduate students will be covered by the terms of this agreement only during those semesters, excluding summer, in which the student is an hourly employee within the Food Services Department or University Libraries and enrolled as a matriculated student at Syracuse University.

Excluded from the bargaining unit are all other undergraduate and graduate students; all faculty; supervisors, managerial employees, office clerical employees, confidential employees; guards; and all other employees.

An hourly student worker who would otherwise be included in the bargaining unit will be excluded from the bargaining unit if they are hired into a semester- or year-long position as a student manager or in a role deemed "confidential".

## **Article 5**

### Union Security

1. Each and every HSE who, on the date of signing this Agreement, is a member of the Union and each HSE who becomes a member after that date shall, as a condition of their continued employment, remain a member of the Union for the duration of this Agreement.
2. As a condition of their continued employment in a job, beginning on the 31st calendar day following the start of their employment for the current academic year, each new HSE hired on or after the date of signing of this Agreement shall:

- a.) acquire and maintain membership in the Union for the duration of their covered employment; and
- b.) pay an amount equal to that which would constitute the HSE's weekly Local 200 United, SEIU dues and initiation fees; and assessments a/k/a "non-member fees" (where applicable) (collectively, "Dues").

**OR**

- c.) if they do not acquire membership in the Union, shall, as a condition of their employment and continuing throughout the term of their employment in a position covered by this Agreement, pay to the Union each month a service charge a/k/a a "non-member fee" as a contribution toward the cost of the representation of such HSEs. The amounts of such service charge shall be the proportionate amounts required to be paid as Union initiation fees and dues by those Student employees who become members of the Union (hereafter, "non-member fees").
3. An HSE's Union status shall be deemed maintained so long as the uniformly required Dues or Non-Member Fees are tendered to the Union.
  4. Notwithstanding the foregoing, any HSE 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) calendar days prior University the scheduled termination date of this Agreement.
  5. Should any HSE 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 HSE employment in the covered position for the following year.
  6. The University will remit dues to the Union each pay period once the Union has provided a copy, including a digital copy, of the employee's union membership form. For those who do not agree to membership

by signing a union membership form, the University will, following the expiration of the first 30 calendar days of work, remit to the Union each pay period the amount of non-member fees. The Union will forward membership forms on a periodic basis to the University as it obtains them from its members. Additionally, the University will begin payroll deduction for dues and non-member fees and begin remitting these monies to the union in the next pay period.

7. The Union membership form is proprietary to the Union and therefore will change over time. The Employer understands that this form may be in a paper form or a digital form and either will suffice so long as the form, when signed by the HSE, clearly and unambiguously indicates the HSE's desire to become a member of the Union and, accordingly, their consent to paying union dues. These forms may be provided to the employer in paper format or in a digital format. Further, the Union and the Employer acknowledge that although the Union is responsible for obtaining membership forms from their members, nothing shall prevent the University from providing a link to new HSEs for them to access the union membership form for completion, including consent for the deduction of union dues thereby allowing the employer to make payroll deductions of such dues; or alternatively to provide HSE non-members a link to the authorization form allowing the employer to make necessary payroll deductions of non-member fees. However, nothing herein shall prohibit the HSE from paying dues or non-member fees directly to the Union.
  
7. The University shall be relieved from making such dues or non-member fees deductions upon (a) termination of HSE employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed 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 an HSE 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 HSE 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.

8. The University shall not be obliged to make deductions of any kind from any student employee 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.
  
10. 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 6**

### **Management and Academic Rights**

Section 1. Except as otherwise expressly provided in 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 business and academic performance, organizational structure, educational mission, programs, objectives, services, activities, resources and priorities;
- b. Determine and modify the size and composition of the workforce;
- c. Establish and administer procedures, means, methods, personnel, budgetary and financial processes, rules and protocols, and any and all other actions necessary to direct and control University programs, services, and enterprise;
- d. Alter, extend, and/or discontinue existing equipment, facilities, and location of operations;

- e. Recruit, hire, appoint, assign, direct, schedule, transfer, train, supervise, and evaluate staff;
- f. Determine or modify qualifications, scheduling, responsibilities and assignments of staff;
- g. Establish, maintain, modify, and/or enforce standards of education, performance, conduct, order, and safety; establish and/or revise disciplinary policies to address violations of these standards;
- h. Establish and/or modify standards of conduct;
- i. Evaluate, determine the content of evaluations, and determine the processes and criteria to evaluate work performance;
- j. Establish and require adherence to University and Department rules and regulations;
- k. Establish and modify academic calendars, including holidays and holiday scheduling;
- l. Assign work locations;
- m. Schedule hours of work;
- 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;
- u. Promulgate, amend and enforce work rules, protocols, policies and procedures in accordance with this Agreement;
- v. Determine, implement, 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 student's costs for such coverage subject to any express prohibition in 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. All matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability, and termination;
- b. The creation, elimination, or modification of programs.
- c. All other academic policies, procedures, rules and regulations in regard to student status, including, but not limited to, all questions of academic standing, academic integrity, and any matter relating to academic progress in a University academic program.
- d. The selection of supervisory personnel.

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 7**

### **FERPA Provisions**

#### **1. Completion of FERPA Form**

- a. All new HSEs whose job duties are directly related to and arising out of their course of study shall be required to complete a FERPA waiver request form, an example of which is set forth in Appendix E, as a part of their employment onboarding, affirming or denying the Union access to their educational records. The FERPA waiver request form shall remain in effect for as long as the HSE remains employed in the bargaining unit position.

- b. HSEs retain the right to amend their response on the FERPA waiver request form at any time through the submission of a new form to the HSE's Office of Student Employment.
- c. Notwithstanding the FERPA provision above, if any HSE holds an employment position with Libraries or Food Services that is not held "as a result of [their] status as a student," the University shall be permitted to release to the Union employment-related records and information about that employee without the employee's written consent, in accordance with the provisions of 34 CFR § 99.3.
- d. In addition, the University's submission of employment information in an electronic format shall be contingent upon the Union's assent to and compliance with certain minimum data security and privacy terms agreed to with the University.

2. Information Security Requirements.

- a. The Union shall perform all services under this Agreement, including without limitation the safeguarding of any and all University and/or HSE Information provided pursuant to this Agreement, in compliance with industry and security standards and norms (such as: CIS Critical Security Controls, NITS 800-53 rev4, ISO 27002-2013, etcetera.) The Union shall also comply with the security controls listed herein and, upon University's request, demonstrate compliance.
- b. The obligations of this section extend to the employees, agents, and contractors of the Union. The Union shall inform such persons of their obligations hereunder and shall be responsible for any breach of such obligations by such persons.

3. Required Minimum Security Controls

- a. Safe and secure methods of data and material storage, transport, and disposal;
- b. Secure configurations for hardware and software on Union's network infrastructure and all devices including, without limitation, mobile devices, laptops, workstations, and servers where University and/or HSE Information is stored, processed, or transmitted.
- c. Secure configurations shall include:
  - (i) Malware defenses

- (ii) Controlled and auditable use of administrative privileges
- (iii) Controlled and auditable access to information based on role or need to know
- (iv) Use of only Union-approved and licensed software
- (v) Full disk encryption for laptops and mobile devices
- (vi) Timely patching of known security vulnerabilities within operating systems and software applications
- (vii) Ongoing vulnerability assessments and remediation of findings;
- (viii) Secure methods of user authentication which includes strong encryption of user passwords at rest and in transit;
- (ix) Boundary protection of the Union's information technology infrastructure, minimally to include firewalls or access lists, and actively monitored intrusion detection and prevention systems;
- (x) Continuously operating vulnerability detection and remediation programs;
- (xi) Storage and processing of University and/or HSE Information only within the United States of America ("the US");
- (xii) Secure encryption technologies utilized within Union's wireless networks; and
- (xiii) Prompt notification of any Security Incident or compromise of University and/or HSE information, ongoing updates until the true scope, cause, and impact of such Security Incident or compromise have been identified and reported to the University along with the Union's plans for corrective action."

### 3. Security Incident Notification and Requirements

In the event of any Security Incident, the Union will:

- a. promptly take action to investigate and/or remediate the cause of the Security Incident,
- b. notify the University of the Security Incident in writing within forty-eight (48) hours of knowledge thereof, and
- c. provide the University with all relevant details of the Security Incident, an ongoing explanation of the steps that the Union took or is taking to stop the Security Incident until the true scope, cause, and

impact of such incident has been identified and reported to the University along with plans for corrective action.

## **Article 8**

### Non-Discrimination

#### 1. Prohibition Against Discrimination

The parties agree that neither party shall discriminate against any employee on the basis of any protected category including religion; creed; ethnicity; citizenship; sexual orientation; national origin; sex; gender; gender identity; gender expression or perceived gender; pregnancy; disability; marital and/or parental status; political or social affiliation; (including caste); age; race; color; arrest record; veteran status; military status; religion; domestic violence status, genetic information, gender identity (including, without limitation, repeated misgendering or deadnaming); 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 with 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 applicable laws, rules, or regulations.

#### 2. Prohibition Against Retaliation

The parties agree that retaliation by either party against an employee, whether for filing a good faith claim of discrimination or harassment as defined above, and/or for cooperating in an investigation of alleged discrimination, is expressly forbidden.

Retaliation means to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by this policy; or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this provision. Intimidation, threats, coercion, or discrimination, including charges against an individual for conduct violations that do not involve

discrimination or harassment, but arise out of the same facts or circumstances as a report or complaint of discrimination, or a report or complaint of harassment for the purpose of interfering with any right or privilege secured by this policy, constitutes retaliation.

### 3. Procedures for Addressing Claims of Discrimination and Harassment

#### a. Graduate Employees

- (i) Title IX Harassment and Sexual Harassment Complaints  
Graduate Employees who seek to file a Title IX claim of harassment may do so pursuant to the procedures outlined in the **“Syracuse University Sexual Harassment, Abuse, and Assault Prevention Policy,”** and directing those claims to the University’s Chief, Equal Opportunity and Title IX Officer.”
- (ii) Other Discrimination Complaints. Graduate Employees who seek to file a claim of discrimination, other than Title IX Harassment and Sexual Harassment, may do so with the University’s Chief Equal Opportunity & Title IX Officer or their designee, pursuant to the procedures outlined in the **“Syracuse University Non-Discrimination and Anti-Harassment in Employment Policy”**.

#### b. Undergraduate Employees

- (i) Title IX Harassment and Sexual Harassment Complaints  
Undergraduate Employees who seek to file a claim of Title IX Harassment, may do so by contacting the Director/Coordinator of Student Title IX Case Management pursuant to the procedures outlined in the **“Sexual Harassment, Abuse, and Assault Prevention Policy.”**
- (ii) Other Discrimination Complaints  
Undergraduate Employees who seek to file a claim of discrimination, other than Title IX Harassment and Sexual

Harassment, may do so with the University’s Office of Community Standards if the individual accused of wrongdoing is a student; the Office of Equal Opportunity, Inclusion and Resolution Services if the accused is faculty, Staff, or Graduate Assistant; and the Department of Public Safety if the accused is a University non-Affiliate or unrecognized individuals or organizations.

4. Reasonable Accommodation for the Performance of Work Functions
  - a. In accordance with applicable law and upon appropriate notice, the University will provide reasonable accommodation to Employees with a disability or sincerely held religious belief, and to victims of domestic violence for the performance of their essential job duties.
  - b. Employees with a disability who believe they need a reasonable accommodation must contact the Office of Disability Access in the Office of Diversity and Inclusion. Employees with sincerely held religious beliefs who seek reasonable accommodation, and victims of domestic violence who seek reasonable accommodation, must contact EOIRS and copy Labor Relations.

**Article 9**  
Compensation

1. HSEs will be classified according to the titles and levels listed in the Appendices.
2. The compensation for HSEs is as set forth below:

Title	Year 1 8/15/25	Yr 2 8/15/26	Yr 3 8/15/27	Yr 4 8/15/28	Yr 5 8/16/29
Lvl I	\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
Lvl II	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26

3. Notwithstanding the foregoing, HSE’s whose employment is subject to conditions of a grant or other independent funding, may be subject to other compensation rates.

## **Article 10**

### **Benefits**

If, during the term of this Agreement, there is the establishment of a new benefit, or a change of content or cost in any of the benefits below for non-represented, non-exempt University employees, such establishment, or change of content or cost shall be concurrently implemented for the HSEs covered by this Agreement. Before establishing a new benefit or instituting any change to the benefits below, and any other new benefit, the University will discuss same with the Union. Discuss refers to the asking for the advice or opinion of the Union. The University will consider such advice and opinion in its decision; but it is recognized that final decision-making authority rests solely with the University. Additionally, should there be a change in the federal and/or state law(s) impacting the entitlements below, the provisions below shall be modified in accordance with the law(s) upon (30) days' notice to the Union or as soon as practicable.

#### **1. Sick Leave**

- a. HSEs covered by this agreement are eligible for sick leave in accordance with New York Paid Sick Leave.
- b. HSE's covered by this Agreement will earn and use sick leave in accordance with applicable New York State Law. HSE's may earn up to fifty-six hours per calendar year for use in accordance with the sick leave law.
- c. For the purposes of calculating the accrual of sick leave, the sick leave year for HSE's will run on a calendar year basis. An HSE who is absent from work because of a permissible purpose as provided under the sick leave law will not be required to find a replacement to cover their scheduled shift. Unused sick leave at the end of the calendar year will be rolled over and placed in a sick leave bank for the next calendar year.
- d. Excessive unexcused absences may subject the HSE to corrective action.

#### **2. Pregnancy - Nursing Mothers**

In accordance with New York State Law and continuing for the duration of such law, nursing parents shall have the right to take 30-minute paid breaks during their shift for the purpose of expressing (pumping) breast milk in a private lactation space. If a nursing employee on maternity leave intends to pump breast milk at work, they should notify their supervisor or department designee in writing, prior to returning to work in order to ensure sufficient time for appropriate measures to be put in place to accommodate their needs.

### 3. Bereavement Leave

- a. A current employee who has worked at least two consecutive academic semesters without any break in academic service to date, and who has averaged no fewer than 10 hours per week of work each semester, including the current semester, may be entitled to up to five (5) hours in total of paid bereavement leave to cover a missed shift (or shifts) in the event of a death in their immediate family, the death of the immediate family of their spouse, or the death of the immediate family of their domestic partner.
- b. “Immediate family” includes the following persons:
  - (i) Parent (including step-parent and foster parent)
  - (ii) Child, including step-child or foster child
  - (iii) Spouse
  - (iv) Domestic partner
  - (v) In-laws (Mother and Father)
  - (vi) Sibling
  - (vii) Grandparent
  - (viii) Grandchild
  - (ix) Other relatives living in the eligible employee’s household
- c. Employees must request leave and obtain authorization from their supervisor or the department designee in order to be able to take the leave. Department leadership has the sole discretion to grant an employee approval to take time off unpaid for bereavement purposes. Any employee who seeks to be paid bereavement leave in accordance with the provision above must provide documentation acceptable to the University for verification.

#### 4. Paid Prenatal Leave

Effective January 1, 2025, and immediately upon hire, during any 52-week period, Employees may take up to twenty (20) hours of paid prenatal leave in hourly increments at their regular rate of pay. Paid prenatal leave is available for eligible employees in addition to existing leave entitlements such as NYS Paid Sick Leave, NYS Paid Family Leave and leave under the NYS Disability Benefits Law and Family and Medical Leave Act, if applicable. As with other time off, Employees must adhere to departmental notice and call out procedures for sick leave usage.

#### 5. Jury Duty and Mandated Court Appearances

An employee who is absent from their regularly scheduled shift because they have been called for jury duty and reported to such duty; or who is subpoenaed to testify in court and reported to court to provide such testimony, will be excused from work with pay at their regular rate of pay, if they comply with the required departmental notice and call-in procedures, and provide the supporting official documentation.

- a. The employee must notify their supervisor or department designee as soon as they either learn that they must serve jury duty or receive a court subpoena. The employee must also timely present appropriate documentation to their supervisor or the department designee in order to receive the pay they would have received for working their scheduled shift instead of performing these activities during their scheduled work time.
- b. If an employee who is assigned to the late shift on a particular day is called for jury duty or subpoenaed to testify that same day, and the amount of time spent in court is more than half the length of their scheduled evening shift, they will be excused with pay from their late shift after completing their jury duty or their court appearance. In either case, a copy of the official court documentation must be provided to the department for payment to be made to the employee.
- c. If an employee who is notified of jury duty or subpoenaed as a witness is subsequently excused from jury during without serving, they must report to work as scheduled, or their absence will be unexcused and unpaid.

- d. If an employee is called to jury duty or subpoenaed but does not serve or serves less time than they were scheduled for on their shift, they must report to work for the balance of their shift in order to be paid for the entire shift.
  - e. All employees who go to jury duty or are subpoenaed to court must present the appropriate official court documentation to be excused with pay in accordance with this article.
6. Required Immigration Hearings
- a. If required to attend immigration proceedings, an HSE will be granted up to fourteen (14) days of unpaid job-protected leave per academic semester to attend such hearings.
  - b. For the purposes of this section, a “day” is defined as the single calendar day during which an HSE’s shift(s) take place. Such days need not be taken consecutively.
  - c. Upon receipt of an order scheduling a hearing, the employee will inform their supervisor of the date(s) for which the employee must appear in an immigration proceeding and will provide the supervisor with a copy of the order.
  - d. If the need to appear in court is not for the HSE’s own hearing, HSE must provide their supervisor or manager documentation acceptable to the University to justify the need for protected time off.

## **Article 11**

### **Hiring and Layoff**

1. Job Posting

All job openings will be conspicuously posted during the work week (Monday - Friday) until filled. The posting may be either online and/or physically or digitally in the bargaining unit work area. The posting shall contain the job title, job description, job level, and compensation rate.

2. Job Selection

Job selections may be made by taking into consideration, skill and ability, length and quality of experience, and/or prior performance. However, federal work study candidates will be prioritized.

### 3. Layoff

If the University determines that it is necessary to reduce the HSE workforce due to financial reasons and/or operational changes, or due to unforeseen catastrophic circumstances, it shall notify the Union as soon as practicable but no fewer than four weeks of the proposed layoff. However, in the above instances, at the University's discretion, reassignment of duties may occur. An HSE's work experience and current job classification will be taken into account when determining layoff order and potential rehire, if applicable.

### 4. Work Study and Grants

It is acknowledged that some HSEs are employed pursuant to a Work Study award, and as such their employment is subject to the provisions of the Work Study program. Accordingly, when an HSE's work study allocation has been exhausted for the academic year, they may be terminated from their work study job for the remainder of the academic year without recourse to the grievance process, or without liability to the University. However, the HSE and the Union will be entitled to written notice as soon as practicable that the HSE's employment is ended, and the reason.

Similarly, for HSEs whose employment is subject to conditions of a grant or other independent funding, there shall be no obligation to the University to continue the HSE's employment following termination of the grant or other independent funding. However, the HSE and the Union will be entitled to written notice as soon as practicable that the HSE's employment is ended, and the reason.

## **Article 12**

### **Probation**

1. All newly hired HSE's shall serve one 60 calendar day academic semester employment probation period, starting with the first day worked and excluding academic breaks (e.g. Thanksgiving week, fall break, winter break, spring break, summer). The sixty (60) day probation period will be extended by the length of the university break period, i.e. 7 days, 30 days, etc.)
2. The probation period will be one of mutual appraisal, to allow the HSE the time and opportunity to learn the role, while also providing the supervisor the opportunity to review the employee's performance to determine their ongoing aptitude for the position.
3. If the HSE starts more than 30 calendar days after the academic semester begins, the probation period will run from the HSE's start date and continue for 60 calendar days - excluding breaks as referenced in paragraph one (1) above.
4. If the HSE works multiple jobs in the same unit, i.e. Food Services or the Libraries, the first day worked in the unit will be the date from which the sixty (60) days of probation are measured.
5. While on probation, the HSE remains a member of the union, and as such is entitled to union representation in investigatory meetings. However, while on probation, the HSE, may be disciplined or discharged without recourse to the grievance procedure.
6. HSEs shall receive two (2) written evaluations during the probationary period, at evenly spaced intervals. The probationary period may be extended by mutual agreement of the Union and the University.
7. Upon satisfactory completion of the probationary period, the HSE will have access to the grievance and arbitration process and all other rights available under this agreement to a post-probationary employee.

## **Article 13**

### **New Student Employee Experience/Orientation**

The University will provide orientation for first time HSEs covered by this agreement.

The University, will also work with the Union to provide an opportunity for them to meet with their new members to share information and discussion on topics it may select, such as the contract and its benefits.

The University further agrees to share on both the Human Resources website 'cuse Works Student Employment site links and FAQs directing HSEs toward the Union website, where additional information will be available for their convenience.

The Labor Management Committee may propose other topics for consideration at orientation or other training such as ADA information, anti-harassment, fostering an inclusive environment, information about parking and transportation, and other subjects of mutual interest.

## **Article 14**

### **Training**

The University agrees to provide both General and Workplace-specific training to newly hired HSEs no later than 30 calendar days following their first day worked.

#### **1. General Training**

The University will also provide other training as deemed necessary. General training will include without limitation instruction on proper time entry, department policies and procedures, compliance training e.g. sexual harassment and anti-discrimination training.

#### **2. Workplace-Specific Training**

Workplace-specific training will include training related to the performance of the HSE's position, including without limitation, health and safety training for Food Safety compliance, training, including training on health and safety. Additionally, the University may provide

other training for HSE's, including without limitation training regarding professional development and professionalism in the workplace.

### 3. Orientation

The University will also provide orientation to newly hired HSE's. Orientation may be through an online platform and/or in person. HSEs will be required to certify that they have completed Orientation and all offered workplace and general training.

## **Article 15**

### Policies and Procedures

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.

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.

Upon ratification of the Agreement by both Parties, all current and future policies related to Student employment 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 and procedures related HSE's 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 16**

### Job Descriptions

1. Each HSE shall receive a job description developed by the University. The form and content of said job description shall not be subject to Article 26 (Grievance and Arbitration Procedure) of this Agreement.
2. At least twenty-one (21) calendar days before the University makes any material changes to job descriptions or job expectations, it will notify the Union of the proposed changes and provide the Union with the opportunity for input regarding the changes. Currently employed HSEs shall be notified in writing at least ten (10) days prior to the implementation of any such changes.

## **Article 17**

### Term of Appointment

1. It is expected that an HSE'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").
2. When an HSE is selected for a position, the term of appointment shall not exceed the end of the academic year in which they are hired. Appointments may be different durations in length; for those whose duration is for less than a semester, the length of the assignment shall be clearly specified in the job posting. However, nothing herein shall prohibit termination of an HSE for disciplinary reasons, including without limitation abandonment of the position. HSEs may be hired at different points in the academic year so long as their appointment ends at the conclusion of responsibilities in the spring semester.
3. At the conclusion of the academic year, HSEs interested in continuing to work in the subsequent academic year must complete and submit their "Intent to Work" to indicate their availability for the upcoming academic year. However, there shall be no automatic right of recall.
4. Notwithstanding the foregoing, it is generally anticipated that HSEs who meet or exceed performance expectations will return to work each

academic year, unless they resign or graduate. Preference for shift assignments will generally be given to returning HSEs, and skill and ability may also be taken into consideration.

5. HSEs may be hired during the summer period, but the terms of this Agreement shall not apply during the summer period.

## **Article 18**

### Health and Safety

It is the intention of the Employer to create and maintain safe, healthful and sanitary working conditions and avoid preventable workplace injury to all employees.

#### Section 1.

The University agrees that it will continue its efforts to maintain a safe and healthy work environment by complying with all applicable federal and state health and safety laws and regulations for the protection of the health and safety of the HSE's. It is the intention of the Employer to create and maintain safe, healthful and sanitary working conditions.

#### Section 2.

Additionally, the Union agrees that all HSE's must comply with all applicable federal, state and local health and safety laws, regulations, rules and requirements, including all University and Department health and safety policies and procedures. All HSE's are further required to adhere to any and all applicable changes to the OSHA and other regulatory requirements that occur.

#### Section 3.

- a.) If any HSE alleges that workplace equipment or working conditions are unsafe, the HSE shall immediately notify their immediate supervisor or manager, and/or the department's designee responsible for ensuring Workplace Safety.
- b.) If the supervisor and the HSE disagree concerning the alleged unsafe condition, the supervisor shall immediately send for the Safety Officer or department's safety designee, and the employee can request Union representation.
- c.) The Safety Officer's or department designee's report concerning the alleged unsafe condition will be sent to the Union.

- d.) If it is determined that the allegation of the HSE is unfounded, the employee shall be required to return to work, unless their shift has ended; and failure to return to work may subject them to corrective action.
- e.) If the allegation of the employee is correct, no employee will be assigned to the equipment or area until the unsafe condition is corrected.

#### Section 4.

Food Service HSE's shall at all times wear designated safety shoes or non-slip shoe covers as required by policy. The Food Services Division will supply non-slip shoe covers to HSE's.

## **Article 19**

### Hours of Work, Breaks and Overtime

Recognizing that HSEs are students first, this section seeks to establish the expectation for hours of work for HSEs.

1. The standard for regularly scheduled shifts will be a minimum of two (2) consecutive hours long in the Libraries and three (3) hours long in Food Services. However, within the location manager's discretion, an HSE may be assigned to a regularly scheduled shift of shorter duration. Additionally, pickup shifts or OT shifts may be shorter.
2. HSEs scheduled to work a shift that is at least three (3) consecutive hours in length will be entitled to one 15-minute paid rest period for each 3-hour period.
3. Additionally, HSEs schedule to work a shift that is at least six (6) consecutive hours in length will be entitled to one 30-minute unpaid break, in addition to the 15-minute paid break for every four hours of the shift worked.
4. HSEs who work more than forty (40) hours in one workweek as defined by the University pay schedule, will be paid premium overtime in accordance with the law.
5. Library HSEs may be allowed to work remotely or on flexible work arrangements at Management's discretion.

## **Article 20**

### (Campus Dining) HSE Employee Meals

1. Campus Dining HSEs will be covered by the Campus Dining employee meal policies and procedures.
2. For Campus Dining HSEs who have dietary restrictions based on religious beliefs and/or medical conditions, reasonable accommodation may be available.

## **Article 21**

### **Work Rules**

1. While on duty in the performance of work covered by this Agreement, HSEs shall be covered by the Work Rules for SEIU non-student Employees in Syracuse University Food Services, Facilities and Libraries.
2. While on duty in the performance of work covered by this Agreement, HSEs shall adhere to the above work rules and University policies governing university employees.

## **Article 22**

### **Work Attire and Uniforms**

1. Campus Dining
  - a. While on duty at a Food Services location, from the start of their shift and continuing until the shift ends, all Food Services HSEs are required to be in full uniform and/or designated work attire as specified by department policy. Uniforms and/or designated work attire must be clean and in sound shape. Food Services HSEs who are issued a uniform must not wear street clothes under their uniform.
  - b. Food Services HSEs must conform to Federal and State Safety and Health Regulations and department safety policies which require, e.g. that food service workers be neat and clean-shaven; that beard guards be worn by those with facial hair; and that hair on the head be covered by University-issued hairnet or head coverings. Additionally, hands and fingernails must be clean, and jewelry should be removed prior to arriving at work.
2. Libraries

While on duty, all Library HSEs are required to conform to the guidelines for appropriate attire in their unit.

## **Article 23**

### Electronic Devices

1. While at work and on duty, HSEs will not engage in unauthorized break time by using any electronic or other communication devices for personal use unless specifically pre-approved by their supervisor or manager.
2. Such devices include, without limitation, portable phones and tablets, for personal use. HSEs may utilize such devices during their authorized breaks only or with explicit permission from the supervisor or manager; and such authorization will not be unreasonably withheld.
3. If the HSE is undergoing an emergent situation that may require them to be able to use their phone while on duty, they must notify the supervisor or manager of the situation in advance to obtain explicit authorization for use; such authorization will not be unreasonably withheld. When appropriate, the supervisor or manager may require documentation from the HSE to justify the exception.

## **Article 24**

### Discipline and Discharge

1. Discipline related to employment shall not include consequences to an HSE'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 HSE's employment, unless the decision is predicated upon activities related to their employment duties.
2. Discipline related to employment may include verbal warnings, written warnings, unpaid suspensions, or discharge from employment.
3. 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.

4. An HSE will not be disciplined, suspended, or discharged without just cause. Examples of just cause that could lead to progressive discipline may include the following and relate exclusively to the HSE work responsibilities, not their student responsibilities; repeated absenteeism; repeated lateness; failure to perform assigned duties; no call no show; insubordination, and; violation of University policies related to employment.
5. An HSE may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct under the University's Sexual Harassment and Assault Prevention Policy that may result in discipline, or on unpaid pre-penalty suspension to allow for the investigation of alleged misconduct if the HSE's continued presence at work during the investigation, may pose threat of harm to themselves or others in the workplace. Being placed on paid administrative leave or unpaid pre-penalty suspension is not itself a disciplinary action.
6. Discipline for purposes of this Article shall not include performance evaluations or feedback that is designed and intended for the exclusive purpose of furthering HSE's professional development.
7. 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) days, excluding vacation time and other time away from work, after the event giving rise to the discipline.
8. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures
9. An HSE may request that Union representative be present at any investigatory meeting that the HSE reasonably believes may lead to discipline. Such requests shall not be unreasonably denied. The University

shall notify an HSE of this right before commencing any such meeting. Failure to advise a HSE of their rights pursuant to this Section shall make any statements evidence procured in investigatory meetings inadmissible in any arbitration of disciplinary proceeding.

## **Article 25**

### Grievance and Arbitration

1. An HSE, or the Union, or the University may file a grievance in accordance with the procedure outlined in this Article. If a Student employee files a grievance, they shall notify their Manager 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.
2. An HSE, 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.

#### 3. Definitions

**Grievant:** A Grievant is the Student employee 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.

#### 4. Grievance Process

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

**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 University shall give a written answer to the Union 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.

**5. No Consolidation of Grievances**

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 Student employees covered by this Agreement If the facts giving rise to the grievance are based on the same alleged violation of the Agreement.

6. 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.
7. The fees and expenses of the Arbitrator shall be shared equally by the University and the Union.
8. Any settlement between the University and the Union at any stage of the grievance procedure shall be binding upon the University, the Union, and the Grievant.
9. 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.
10. HSEs 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 HSE 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. Student employees shall not bear the costs of a substitute worker if the Department Chair and supervisor agree that arranging for a substitute is appropriate.
11. 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 26**

### Personnel File

#### Section 1 – Review of Personnel File

During their term of employment, post-probationary HSEs shall have the right to review their Employee Personnel File.

The Employee Personnel File, which may be electronic or paper, shall contain only documentation directly related to the HSE's record of employment at Syracuse University, including without limitation the following:

- Appointment or hire letters
- Performance reviews
- Letters of commendation
- Letters of confirmation for reasonable accommodation
- Non-EEO or Title IX complaints filed by or against them
- Outcome letters following investigations
- Disciplinary actions
- Job descriptions of positions held

Such review will be carried out with an employee of the Labor Relations Team or Department designee by appointment. During their term of employment HSEs may request, within reason, copies of documentation from their own personnel file.

University Documentation, other than those in the personnel file, which are maintained in compliance with State and Federal Law shall be separately held and will not be subject to review by an employee.

#### Section 2 - Material That May Be Placed in Personnel File

An employee shall be provided a copy of each and all documentation that is placed in their personnel file, and nothing shall be placed in the employee's file without their knowledge, or that is not an accurate reflection of the work record of that employee.

**Article 27**  
Access to Campus

The parties agree that 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. HSEs 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.

A duly authorized staff representative of the Union shall have access to the appropriate areas of the University for the purposes of conferring with its member(s) and/or HSE, 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 HSEs 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.

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 approximated 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 representatives(s) prior to them accessing the premises. Such access shall not be unreasonably denied.

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

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 the facilities.

The University agrees to allow the Union access to bulletin boards in each dining hall, snack bar and library for official Union business, subject to the same policies that currently govern these bulletin boards and spaces. The Union shall properly seek advance permission from the relevant University entity. Access will not be unreasonably denied.

## **Article 28**

### Labor Management

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.

The LMC shall meet 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 HSEs or the University. By mutual agreement, the parties can schedule an additional meeting or cancel a meeting.

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 or any unfair labor practice as defined by the National Labor Relations Act.

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 29**

### No Strike, No Lockout

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 HSE, 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.

2. Personal Actions on Non-Work Time

Nothing contained in this Article shall prohibit Employees 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.

3. Penalty

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

4. Union's Responsibility in Case of Violation.

If any Employee violates the prohibitions identified in Section 1 of this Article, the Union shall immediately inform such Employee through all reasonable means that such action is prohibited under this Agreement and that such Employee should cease such action and return to full, normal,

and timely work. The Union shall also distribute to the Employee 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.

5. No Lockout

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

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 the designated arbitrator and two alternates from the American Arbitration Association (AAA) under this expedited arbitration procedure. If none of the Arbitrators is available to hear the matter within twenty-four (24) hours of notice, the parties agree that they will agree to one designated by AAA in their stead. Copies of such notification will be simultaneously sent to the other party. This arbitrator list will be reviewed annually to ensure the individuals are still in being and available.
- b. The selected 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, if any, is reserved solely for court proceedings. 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 a written 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.
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 Employee discharged for violation of Section 1, above, may have recourse to the

Grievance and Arbitration procedures in Article 25 **only** to determine whether the Employee 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.

8. Judicial Remedies.

In the event an arbitrator determines that the Union or Employees have engaged in conduct in violation of this Article, the University may immediately pursue, in any court of competent jurisdiction any and all available remedies.

### **Article 30**

#### All Subjects Covered

The University and the Union acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained.

All subjects or matters not included in this Agreement shall be deemed to have been raised and bargained to conclusion.

### **Article 31**

#### 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 32**

#### Duration of Agreement

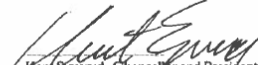
This Agreement shall be effective on the date of ratification of this Agreement and remain in full force and effect up to and including August 16, 2030. At any time within ninety (90) days prior to the termination of this Agreement, the University or the Union may initiate negotiations for a new Agreement.

**Article 32**  
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 August 16, 2030. 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.

**For the University:**

**For the Union:**

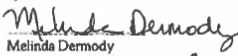
  
Kent Syverud, Chancellor and President  
Syracuse University

  
Scott Phillipson, President  
SEIU Local 200 United

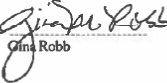
  
Denise Dyce

  
Courtney Cole

  
Jacqueline Cimino

  
Melinda Dermody

  
Camille Donabella

  
Gina Robb

**Appendix A**

Side letter on Transportation and Safety Committee

SEIU Local 200United ("the Union") and Syracuse University ("the University") agree that following ratification of the Collective Bargaining Agreement covering Hourly Matriculated Student Employees in Food Services and Syracuse University Libraries ("the Agreement"), a labor-management committee shall be convened to review and address transportation safety concerns of the Hourly Student Employees ("HSEs").

It shall be the charge of this committee to explore and propose solutions to issues, incidents, and challenges relating to transportation safety raised by HSEs.

The committee shall consist of no more than 8 members representing both the Union and the University. There shall be:

- 2 representatives of University Labor Relations and/or Human Resources
- 1 representative from the University's Division of Parking and Transportation Services
- 1 representative from the University's Department of Public Safety
- 1 representative from The Division of Student Experience
- 3 Union representatives

The committee will meet at least once per month, but by mutual agreement, may convene additional meetings as necessary to address critical issues.

For the University:

 5-13-26  
Signature Date

For the Union:

 4/28/26  
Signature Date

John DeLasio  
Print Name

Courtney Cole  
Print Name

## Appendix B

### Campus Dining

#### Hourly Student Employee Attendance Policy

##### **Welcome to Campus Dining!**

Your role as a Food Services Hourly Student Employee is an important one. You play a key role in providing exceptional service to our clients and customers. Accordingly, it is important that you take your position seriously and keep this in mind as you make decisions surrounding your work performance.

Showing up is critical. Showing up, both literally and figuratively, is a sign of responsibility and taking pride in the work we do. So, we will expect you to put your best effort forward with an aim of supporting your team, the department, and the University as a whole.

Below are some guidelines that will help you to achieve this goal and in turn help to ensure your success in your role.

##### **Time Off Procedures; Calling out from your shift**

Periodically, it is understood that as an hourly student employee, you may need to call out from your shift, or swap your shift to meet competing priorities.

It is best to provide as much notice as possible to minimize disruption and allow for sufficient coverage in your absence.

When you determine you need to take some time off, please talk to the site manager and use the “sub book.” The “sub book” is a book that is used to record when hourly student employees are unable to work their regular shift as scheduled, and instead need to swap their shift for another.

Speak with your supervisor or manager to find out where the sub book is located in your work location.

- 1) If you need to swap or call out from your scheduled shift, unless it is for sudden severe illness or incapacitation, 1) you **must provide at least two (2) business days'** (i.e. Monday - Friday) notice to your supervisor and 2) you are required to find another hourly student worker to cover your shift during your absence.

**For example:**

- If you need Monday off, the request must be entered into the sub book no later than 9:00 a.m. of the Thursday morning immediately prior.
  - If you need to take Tuesday off, the request must be entered into the sub book no later than 9:00 a.m. of the Friday morning immediately prior.
  - If you need to take Wednesday off, the request must be entered into the sub book no later than 9:00 a.m. of the Monday morning immediately prior.
  - If you need to take Thursday off, the request must be entered into the sub book no later than 9:00 a.m. of the Tuesday morning immediately prior.
  - If you need to take Friday off, the request must be entered into the sub book no later than 9:00 a.m. of the Wednesday morning immediately prior.
  - If you need to take Saturday **OR** Sunday off, the request must be entered into the sub book no later than 9:00 a.m. of the Thursday immediately prior.
- 2) If you request to not work a particular shift, you are required to make up the absence by working another shift, **at your same location**, in the absence of another hourly student employee. That is how we ensure we have sufficient continued coverage for shifts in the event of call-

outs. Once you have successfully signed up for another shift, you are no longer held responsible for your scheduled shift.

- 3) Note: simply picking up an extra shift at the Dome though the Dome is not your “home location” and you are not regularly assigned to work at the Dome, does not satisfy the requirement to find coverage for the shift you are calling out from.
- 4) Be sure to list the location of your shift, (E.g. Schine - CORE; or Dunkin; etc.), so that if you work in a location that requires specialized training, the person bidding on the shift is aware of whether they meet the qualifications to work that shift at that location.
- 5) If you are unable to find another shift to pick up in exchange for the one you can't work, speak to the location manager so they can help find you a shift that needs to be filled.

### **Time and Attendance in General**

As a student employee, prior to being assigned to your regularly scheduled shift, your supervisor or site manager will work with you to identify a schedule letting you know in advance what shifts you will be assigned, and seek your agreement. Therefore, you will be expected to adhere to your assigned shift schedule.

- All employees are expected to report to work on time and as scheduled.
- All employees are expected to work the entirety of their shift. No employee shall leave a shift prior to the scheduled end of the shift without explicit written permission from the supervisor.
- If an hourly student employee fails to report to a particular shift and does not find coverage for that shift, failing exceptional circumstances, it will be recorded as an unauthorized absence.
- Similarly, if an hourly student employee fails to provide sufficient notice which prevents the location from being able to get a

replacement for the student employee's absence, the absence will also be considered unauthorized.

- If due to exigent circumstances beyond their control, an hourly student employee is unable to report to their scheduled shift and/or comply with the call-out procedures, if they provide documentation that in management's discretion justifies the absence and/or lack of notice, the student employee's absence will be marked as "excused" and will not be considered toward discipline.
- Repeated unauthorized absences will subject the hourly student employee to progressive discipline, up to and including termination of their employment.
- Additionally, if an HSE fails to report to their scheduled shift for two (2) consecutive calendar weeks, even if their missed shifts are covered by others, the HSE's repeated absence will trigger a review of their attendance and whether they should continue to be assigned to that shift.
- If an employee fails to report to their scheduled shift, and also does not provide notice as required by the department procedures, they will be considered, "No call, no show." Any incidence of "no call, no show" that is not justified through documentation satisfactory to the department will earn the employee a written warning. E.g. If employee who did not call or report to work, explains that they had to go to the emergency room right before their shift and provides a copy of the hospital discharge papers to the Leave Administrator, they will be considered "excused" - not no call, no show.

# Appendix C

## Campus Dining HSE Job Descriptions

### I. Campus Dining General Employee

#### Job Description

##### General:

- Follow instructions to perform a variety of duties related to the preparation and serving of food in various operational units maintaining a high level of customer service.

##### Qualifications:

- The ability to read, write and follow instructions, do simple math, use calculator, food thermometer and communicate clearly as necessary.

#### Physical Requirements

- Frequently navigate the area of the assignment to provide assistance and oversight.
- Lifting, pushing, pulling 50 pounds while on duty.
- Must be able to work in dusty and/or loud environment, and around cooking fumes.
- Must be able to physically work for 4-8 hours at a time.
- Examples of Work include any of the following:
  - Handle a variety of meats, dairy, foods, including fruits, vegetables, bread, gluten-free.
  - Set up counters, salad bars, soup bars, cafeteria style line, dessert areas, etc. Make French fries, hot and cold sandwiches/wraps, salads, coffee, cook eggs, omelets, burgers, hot dogs, etc.
  - Wash dishes, cooking utensils, counter space, etc. Take customer orders daily and serve them.
  - Use POS terminal and reconcile POS drawers when applicable. Prepare, brew, and dispense coffee, tea and other beverages.

- Training as required per the operational unit's policies, including franchises owned outside of Syracuse University.
- Stocking food supplies as needed.
- Operate a variety of equipment, including a computerized Point of Service (POS) terminal, deep fryer, flat top grill, etc.
- Required to learn to operate and clean a variety of equipment including self-serve machines, coffee makers, juice machines, soda machines, etc.
- Keep counters, steam tables, shelves in the work area and other equipment such as mixers, fryers, grills, toasters, self-serve machines clean. Wipe down work areas, dining facility surfaces.
- Be familiar with products and ingredients used in menu items.
- Working at various dining locations following the operational unit's policies and procedures, including any necessary training specific to that location.
- Observe safety and health regulations and maintain the highest standards of sanitation.
- Responsibly serve alcohol at locations where it is sold.
- Wipe down surfaces and equipment in dining location.
- Working as a server as needed.
- Working catered events and all catering duties including without limitation:
  - Event set up and clean-up during and after
  - Replenishing food and drink lines
  - Maintaining positive guest interactions
  - Serving guests food and beverage
  - Cleanup duties
  - Communicating guests requests between the guest and the event supervisor, etc.
- Moving and pushing hot boxes and cold boxes, setting up tables.

## II. Student Lead- Differential Based

### Job Description:

- Play a leadership role in coordination with the Student manager(s) and /or Campus Dining Supervisor, and/or assisting Services supervisors/managers, by reinforcing or taking the lead on instructions to perform a variety of duties related to the preparation and serving of food in various operational units, while maintaining a high level of customer service.
- Relying on established procedures and policies, exercise discretionary judgment to make day-to-day decisions in the day-to-day of a dining operation and maintain a high level of customer service.
- Supplement work functions of non-lead staff.
  
- Examples of work include without limitation:
  - Operate independently and without direct supervision to determine quantities of food and beverages needed.
  - Maintain daily time record of hours worked. Instruct and assign student staff.
  - Perform weekly inventory of products.
  - Reconcile inventory sales and credit sales as required by the operational unit.
  - Handle a variety of meats, dairy, foods, including fruits, vegetables, bread, and gluten-free products.
  - Set up counters, salad bars, soup bars, cafeteria style line, dessert areas, etc.
  - Make French fries, hot and cold sandwiches/wraps, salads, coffee, cook eggs, omelets, burgers, hot dogs, etc. Wash dishes, cooking utensils, counter space, etc.
  - Take customer orders daily and serve them.
  - Use POS terminal and reconcile POS drawers when applicable.
  - Prepare, brew, and dispense coffee, tea and other beverages.
  - Perform peer to peer training as needed per the operational unit's policies, including franchises owned outside of Syracuse University.
  - Stock and restocking food supplies as needed.

- Maintain cleanliness of counters, steam tables, shelves in the work area and other equipment such as mixers, fryers, grills, toasters, self-serve. Maintain the highest standards of sanitation.
- Demonstrate familiarity with products and ingredients used in menu items.
- Work at various dining locations following the operational unit's policies and procedures, including any necessary training specific to that location.
- Ensure compliance with departmental and DOH safety and health regulations.
- Responsibly serve alcohol at locations where it is sold.
- Work as a server when needed at catered events
- Perform all catering duties up to and including event set up and clean up during and after, replenishing food and drink lines, maintaining positive guest interactions, serving guests food and beverage, communicating guests requests to the event supervisor
- Moving and pushing hot boxes and cold boxes, setting up tables.
- Lead catering events as needed, up to and including serving, bartending, instructing student general employees, checking dress code of students staff, maintaining a clean event space, review all event information with the catering and/or concessions supervisor before and after event
- Operate a variety of equipment, including a computerized POS terminal, deep fryer, flat top grill, etc. Will be required to learn to operate and clean a variety of equipment including self-serve machines, coffee makers, juice machines, soda machines, etc.

Qualifications:

- Matriculated junior, senior, or graduate student at Syracuse University with a minimum of two years' experience in SU Food Services immediately prior to the appointment in this role; OR at least one year of experience in SU Food Services, immediately prior to the appointment in this role, plus the equivalent Food Services experience in external Food Services.

- The ability to read, write clearly, and follow instructions.
- Ability to perform math functions, with or without a calculator, as needed to carry out the point of sale.
- Ability to use a food thermometer to check food temperatures and verify heat settings after being trained by the department.
- The ability to communicate clearly in a positive, professional, empathic manner with clients, colleagues, leadership and all guests.
- Successful completion of established and appropriate departmental training program/s (safety and compliance).

Physical Requirements:

- Ability to navigate the space where duties are being performed.
- Frequently navigate the area of the lead assignment to provide assistance and oversight.
- Lifting, pushing, pulling 50 pounds while on duty.
- Must be able to work in dusty and/or loud environment, and around cooking fumes.
- Must be able to physically work for 4-8 hours at a time.

## Appendix D

### Libraries HSE Job Descriptions

Title	Library Assistant
Job Group	<b>Public Services</b>
Working Title	
Work Study/ <u>Non Work Study</u>	
Rate of Pay Per Hour:	

<b>General Job Group Description</b>	Library Assistants in the Public Services job group assist and support user-facing library services and operations. These jobs provide customer service, reference and research service, and other assistance in library operations that support user's needs to find and use such things as resources, spaces, and information. These positions follow defined procedures and processes, and may include the use of tools, software, and other technologies.
<b>General Qualifications</b>	<ul style="list-style-type: none"> <li>▪ Be a matriculated Syracuse University student.</li> <li>▪ Ability to read, write and follow instructions.</li> </ul> <p><b>Level I</b></p> <ul style="list-style-type: none"> <li>○ No prior work experience required</li> </ul> <p><b>Level II</b></p> <ul style="list-style-type: none"> <li>○ Two years' relevant public service or related work experience</li> <li>○ Or combination of education and relevant work experience</li> </ul>
<b>General Responsibilities</b>	<p><b>Level I</b></p> <ul style="list-style-type: none"> <li>▪ Provide customer service and assistance in library operations that support user's needs to find and use such things as resources, spaces, and information</li> </ul> <p><b>Level II</b></p> <p>Additionally, Level II responsibilities may also include:</p> <ul style="list-style-type: none"> <li>▪ Perform advanced work duties that require increased training and responsibility, such as reference and research assistance</li> <li>▪ Perform additional work duties</li> <li>▪ Mentor and provide guidance to other student employees</li> <li>▪ Assist Librarians and other library professionals</li> </ul>
<b>Job Specific Responsibilities</b>	<i>[In addition to the General Responsibilities for the appropriate level, as noted above, add the job specific responsibilities for the <u>particular position.</u>]</i>
<b>Job Specific Qualifications</b>	<i>[In addition to the General Qualifications for the appropriate level, as noted above, add the job specific qualifications for the <u>particular position.</u>]</i>

## Libraries HSE Job Descriptions

Title	Library Assistant
Job Group	<b>Collections</b>
Working Title	
Work Study/ <u>Non Work</u> Study	
Rate of Pay Per Hour:	

<b>General Job Group Description</b>	Library Assistants in the Collections <u>job</u> group assist and support services and operations related to library collections. These jobs work with physical and digital library collections and assist in library operations that allow library items and collections to be organized, discovered, accessed, and used. These positions follow defined procedures and processes, and may include the use of tools, software, and other technologies.
<b>General Qualifications</b>	<ul style="list-style-type: none"> <li>▪ Be a matriculated Syracuse University student.</li> <li>▪ Ability to read, write and follow instructions.</li> </ul> <p><b>Level I</b></p> <ul style="list-style-type: none"> <li>○ No prior work experience required</li> </ul> <p><b>Level II</b></p> <ul style="list-style-type: none"> <li>○ Two years' relevant collections or related work experience</li> <li>○ Or combination of education and relevant work experience</li> </ul>
<b>General Responsibilities</b>	<p><b>Level I</b></p> <ul style="list-style-type: none"> <li>▪ Work with physical and digital library collections and assist in library operations that allow library items and collections to be organized, discovered, accessed, and used.</li> </ul> <p><b>Level II</b></p> <p>Additionally, Level II responsibilities may also include:</p> <ul style="list-style-type: none"> <li>▪ Perform additional work duties</li> <li>▪ Mentor and provide guidance to other student employees</li> <li>▪ <u>Perform</u> advanced work duties that require increased training and responsibility</li> <li>▪ Assist Librarians and other library professionals</li> </ul>
<b>Job Specific Responsibilities</b>	<i>[In addition to the General Responsibilities for the appropriate level, as noted above, add the job specific responsibilities for the <u>particular position</u>.]</i>
<b>Job Specific Qualifications</b>	<i>[In addition to the General Qualifications for the appropriate level, as noted above, add the job specific qualifications for the <u>particular position</u>.]</i>

## Libraries HSE Job Descriptions

Title	Library Assistant
Job Group	<b>Administrative</b>
Working Title	
Work Study/ <u>Non Work Study</u>	
Rate of Pay Per Hour:	

<b>General Job Group Description</b>	Library Assistants in the Administrative job group assist and support the internal operations of the library. These jobs assist in functions including office work, information technology, mail/supplies, and special projects. These positions follow defined procedures and processes, and may include the use of tools, software, and other technologies.
<b>General Qualifications</b>	<ul style="list-style-type: none"> <li>▪ Be a matriculated Syracuse University student.</li> <li>▪ Ability to read, write and follow instructions.</li> </ul> <p><b>Level I</b></p> <ul style="list-style-type: none"> <li>○ No prior work experience required</li> </ul> <p><b>Level II</b></p> <ul style="list-style-type: none"> <li>○ Two years' relevant office, technology or related work experience</li> <li>○ Or combination of education and relevant work experience</li> </ul>
<b>General Responsibilities</b>	<p><b>Level I</b></p> <ul style="list-style-type: none"> <li>▪ Assist in functions including office work, mail and supplies.</li> </ul> <p><b>Level II</b></p> <p>Additionally, Level II responsibilities may also include:</p> <ul style="list-style-type: none"> <li>▪ Perform advanced work duties that require increased training and responsibility, such as information technology services.</li> <li>▪ Perform additional work duties, such as special projects.</li> <li>▪ Mentor and provide guidance to other student employees</li> <li>▪ Assist Librarians and other library professionals</li> </ul>
<b>Job Specific Responsibilities</b>	<i>[In addition to the General Responsibilities for the appropriate level, as noted above, add the job specific responsibilities for the <u>particular position.</u>]</i>
<b>Job Specific Qualifications</b>	<i>[In addition to the General Qualifications for the appropriate level, as noted above, add the job specific qualifications for the <u>particular position.</u>]</i>

## Libraries HSE Job Descriptions

Title	Library Assistant
Job Group	<b>Instruction, Innovation and Outreach</b>
Working Title	
Work Study/ <u>Non Work Study</u>	
Rate of Pay Per Hour:	

<b>General Job Group Description</b>	Library Assistants in the Instruction, Innovation and Outreach job group assist and support library services and operations that connect and engage with users and students. These jobs support library units that provide instruction, mentoring, events, marketing, communications, and related activities. These positions follow defined procedures and processes, and may include the use of tools, software, and other technologies.
<b>General Qualifications</b>	<ul style="list-style-type: none"> <li>▪ Be a matriculated Syracuse University student.</li> <li>▪ Ability to read, write and follow instructions.</li> </ul> <p><b>Level I</b></p> <ul style="list-style-type: none"> <li>○ No prior work experience required</li> </ul> <p><b>Level II</b></p> <ul style="list-style-type: none"> <li>○ Two years' relevant outreach, mentoring, communication or related work experience</li> <li>○ Or combination of education and relevant work experience</li> </ul>
<b>General Responsibilities</b>	<p><b>Level I</b></p> <ul style="list-style-type: none"> <li>▪ Support library units that provide instruction, mentoring, events, marketing, communications, and related activities.</li> </ul> <p><b>Level II</b></p> <p>Additionally, Level II responsibilities may also include:</p> <ul style="list-style-type: none"> <li>▪ Perform additional work duties</li> <li>▪ Mentor and provide guidance to other student employees</li> <li>▪ <u>Perform</u> advanced work duties that require increased training and responsibility</li> <li>▪ Assist Librarians and other library professionals</li> </ul>
<b>Job Specific Responsibilities</b>	<i>[In addition to the General Responsibilities for the appropriate level, as noted above, add the job specific responsibilities for the <u>particular position.</u>]</i>
<b>Job Specific Qualifications</b>	<i>[In addition to the General Qualifications for the appropriate level, as noted above, add the job specific qualifications for the <u>particular position.</u>]</i>

## Appendix E

### FERPA CONSENT/WAIVER FORM

Student/Employee Consent for Certain Disclosures Consistent with the Family Educational Rights and Privacy Act (FERPA) and the National Labor Relations Act (NLRA)

1. The following consent is intended to facilitate information sharing for labor-relations purposes, as described below in paragraph 4.

2. By signing below, I authorize SYRACUSE UNIVERSITY (the “University”) to disclose the following information to SEIU Local 200United, as defined in 29 U.S.C. § 152(5) (the “Union”), that represents hourly student employees in Libraries and Food Services:

- My employment-related education records maintained by the school that are relevant to and reasonably necessary for union representation proceedings (i.e., union elections), unfair labor practice proceedings, organizing student employees, and/or the performance of a union’s representative functions; such records include, but are not limited to, employee contact information, job title, position description, employing department, tuition waiver and stipend status, pay rate, employee benefits, and bargaining unit status.

3. I understand that the Union may redisclose such records to third parties as reasonably necessary to: participate in judicial, administrative, or arbitral proceedings; and/or perform the union’s representation functions. Third parties include, but are not limited to, the NLRB, courts, arbitrators, mediators, parties, counsel, representatives, witnesses, and persons working on behalf of the Union, such as union consultants and attorneys.

4. The release of such records will help the University comply with its duties under the National Labor Relations Act, 29 U.S.C. §§ 151-169, to bargain in good faith with the SEIU i.e. the hourly student employees’ collective bargaining representatives, to provide Union certain information related to grievances and unfair labor practices, and/or to provide the Union certain information related to union representation proceedings (i.e., union elections). The Union may need such information both during and after a student-employee’s attendance at a University to bargain effectively with the University over wages, hours, and other conditions of employment, to administer and represent student employees under a collective bargaining

agreement (union contract) and the law, and to communicate with prospective voters before union elections. Congress passed the NLRA in 1935, making clear that it is the policy of the United States to encourage collective bargaining by protecting workers' full freedom of association.

5. I understand that my consent is voluntary, and I am not required to authorize the University to release my education records for the purposes stated above. By signing below, I acknowledge that I have read and understand the information in this authorization and am consenting to the disclosure of my employment-related education records, described above, in accordance with FERPA. I understand that I am consenting to the disclosure of information pursuant to the uses articulated in paragraphs 2-4, including a union's participation in judicial, administrative, or arbitral proceedings and performing the union's representation functions, which may continue after my enrollment at the school ends. I further understand that this consent shall remain in effect from today until I provide a written revocation of the consent to the University. However, any such revocation shall not affect disclosures previously made by the University pursuant to this consent. I understand that under 34 C.F.R. § 99.30(c)(1) I have the right to request and receive from the University a copy of any records disclosed pursuant to this consent. I agree that a facsimile, digital copy, or photocopy of this consent shall be considered as effective and valid as the original.

Signature:            Date:

Printed Name:

Address:

Student ID#:

Please return fully completed form to:

The Graduate School

Attn: Assoc. Dean Gabrielle Chapman