

**Grinnell College and
Union of Grinnell Student
Dining Workers (UGSDW)**

**Collective Bargaining Proposal
Comparisons with Response
and Rationale Regarding the
College's Interests**

**as of
12/7/2022**

ARTICLE 1—RECOGNITION

College Proposal

1.1 Exclusive Representative. Grinnell College (the “College”) recognizes the Union of Student Dining Workers (the “Union”) as the exclusive representative of all student workers of the College. The term “Student Workers” shall include all degree-seeking individuals who are, during the life of this Collective Bargaining Agreement, simultaneously (1) enrolled as undergraduate students, full-time or part-time, at Grinnell College and (2) employed by Grinnell College. The term “Student Workers” shall not include (1) students whose sole employment relationship with Grinnell College is an internship, research fellowship, Mentored Advanced Project, or an equivalent relationship, such as externally grant-funded positions, and guards and supervisors as defined in the National Labor Relations Act, as amended.

All Union Proposals are followed by a categorization as well as an explanation for the college’s rationale. Categories include:

- **Proposal Accepted in Whole or Part**
- **Proposal with Legal Issues**
- **Proposal with Academic, Technological or Operational Issues**
- **Proposal is Not Feasible for the College**

Union Proposal

Section 1.

The College recognizes the Union as the exclusive representative of the Grinnell College Students employed by Grinnell College. The term "Employees" is defined as all degree-seeking individuals who are, during the life of the Agreement, simultaneously (1) enrolled as undergraduate students, full-time or part-time, at Grinnell College and (2) employed by Grinnell College. The term "Employees" does not include (1) students whose sole "employment" relationship with Grinnell College is an internship, Mentored Advanced Project, or an equivalent relationship, (2) students who were formerly, but are not longer, enrolled as undergraduate students at Grinnell College, or (3) students who were formerly, but are no longer, employees of Grinnell College.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The proposal has been accepted in whole, in the definition article of the contract the college and union are required to identify and define employees as well as agree to the interchangeable terms “student worker” and “employee”. The College’s intent is to honor the unit description as outlined in the neutrality agreement.

Section 2.

The jurisdiction of the Union is:

- a. The kind of work either normally or presently performed within the unit covered by this contract.
- b. New or additional work assigned to be performed within said unit.
- c. New or additional work similar in skill, or performing a similar function, as the kind of work either normally or presently performed within said unit.

Performance of such work shall be assigned to Employees of the College within the Union’s jurisdiction and covered by the Union contract.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: The College has included a proposal aimed at affording Grinnell College maximum flexibility to respond to the dynamic higher education environment. The College cannot agree to any proposal that would limit its ability to modify, eliminate or create new student employment opportunities. This right is preserved in the Bargaining Obligation section of the neutrality agreement. The College proposal also makes it clear that all student employment opportunities are finite in nature. They have a term determined at the commencement of the relationship. Thus, the College sees no need for “effects bargaining” if the student worker is not re-hired for the same position following the expiration of the agreed upon term of the relationship.

Section 3.

Employees. Unless otherwise specified, the term "Employees" as used in this Agreement shall mean employees in the Union bargaining unit.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The definition of an employee/student worker will be outlined in the definitions article of the contract.

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ARTICLE 2—GENERAL DEFINITIONS

College Proposal

2.1 Agreement Definition. For the purposes of the present Collective Bargaining Agreement, the term “Agreement” shall refer to this Collective Bargaining Agreement in its entirety, including all appendices and encompassing any subsequent amendments executed by the College and the Union.

2.2 Student Worker Definition. For the purposes of this Agreement, the term “Student Worker” shall be defined as set forth in Article 1.1. A comprehensive list of positions encompassed by the term “Student Worker” is set forth in Appendix A.

2.3 Employee Definition. For the purposes of this Agreement, the term “Employee” shall be defined identically to the term “Student Worker” as set forth in Article 1.1, Article 2.2, and Schedule A. As such, the terms “Employee” and “Student Worker” may be used interchangeably throughout the Agreement.

2.4 Workplace Definition. For the purposes of this Agreement, the term “Workplaces” shall be defined as the locations where student workers regularly perform tasks, jobs, and projects for Grinnell College pursuant to their obligations as employees of Grinnell College. The term “Workplaces” shall be limited to the locations identified in Appendix B.

Union Proposal

The college and union will work together on these definitions.

ARTICLE 3— COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES

College Proposal

3.1 Students First. The College and Union agree that the student workers covered by this Agreement are, first and foremost, students. The advancement of the educational goals of the student workers and the efficient operation of the College are the mutual obligations of the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

3.2 Mutual Responsibility. The College and Union agree that they will treat each other with mutual respect and dignity. Members of the College Community shall have the right to express their views concerning the terms and conditions of employment consistent with Grinnell College's policies (including but not limited to Grinnell College's Student Handbook, Staff Handbook, and Faculty Handbook), the National Labor Relations Act ("NLRA"), the Family Educational Rights and Privacy Act ("FERPA"), financial aid regulations, privacy regulations, and other state and federal laws and regulations.

3.3 College Rights. Subject only to the terms of this Agreement, the College maintains the absolute right to carry out the educational mission of the institution. The College shall be the sole judge of all matters pertaining to student employment including the location and scheduling of such employment, the assignment and selection process, making and enforcing reasonable rules concerning safety, health, and the preservation of the educational experience, academic freedom and the contracting out of work. The College and Union agree to cooperate to ensure that this Agreement is administered in such a manner as to ensure and safeguard the dignity and safety of the entire Grinnell College community.

3.4 Non-Discrimination. The College and the Union mutually agree they shall not discriminate against any student employee based upon membership or non-membership in the Union or on the basis of race, color, ethnicity, national origin, age, sex, gender, sexual orientation, gender identity or expression, marital status, veteran status, pregnancy, childbirth, religion, disability, creed or any other protected class. Discrimination and sexual harassment on any of the bases covered by state or federal antidiscrimination statutes is unlawful and a violation of Grinnell College policy.

3.5 Union Communications. The Union shall not engage in public communications that attack, defame (through libel or slander), or otherwise target individual members of the College Community or their reputations. Neither shall the Union engage in public communications that are scandalous, vulgar, demeaning, libelous, scurrilous, prohibited by the Student Handbook or Student Employment Handbook, or detrimental to relationship between the College and its students.

3.6 No Strike, No Lockout. During the terms of this Agreement, the employees, the Union, and the College agree that there will be no strikes, slow-downs, work stoppages or interruptions, or picketing. There also shall be no lockout by or against the Union, the student employees covered by this Agreement or the College. Any employee participating in such conduct is subject to discipline and may be discharged from their position for such participation.

3.7 Union Management Committee. Upon the written request of either party, the College and the Union shall convene the Union Management Committee (the "UMC") to meet to discuss workplace conditions and any other matters that arise in the administration of this Agreement.

Union Proposal
Section 1.

- a. At least twenty (20) days prior to the start of each academic year, the College will provide the Union with the names and emails of contact persons responsible for scheduling each workplace's first new Employee training session or its first meeting including new employees. Any initial training session for Employees scheduled for multiple workplaces at once or for any broader subsection of Employees shall also be covered by this article.
- b. Each semester, each workplace will make thirty (30) minutes available to the Union during a break in or immediately following its first new employee training session or its first meeting including new Employees, with scheduling at the discretion of the workplace. Written notification of the Union presentation shall be included on the agenda of the department training or meeting. The union meeting will be scheduled in the same room.
- c. Any training provided to new Employees regardless of workplace will make thirty (30) minutes available to the Union during a break in or immediately following the training. Written notification of the Union presentation shall be included on the agenda of the department training or meeting. The union meeting will be scheduled in the same room.
- d. The purpose of this time will be to inform Employees about the Union's function, to explain dues deductions, to recruit workplace stewards, to discuss current bargaining status, and to answer new Employee questions consistent with contract provisions and the law.
- e. If a workplace either (1) does not hold such a new Employee training session or a meeting including new Employees and does not arrange with another workplace to perform these functions, or (2) arranges with another workplace to perform these functions and that other workplace does not allow the Union the thirty (30) minutes for the purposes outlined above, then the workplace shall make thirty (30) minutes available to the union for the purposes outlined in this Section.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: As an independent entity, the Union of Grinnell Student Dining Workers has the sole responsibility for recruiting its membership. College supervisors have the responsibility and discretion for scheduling orientation. The College is agreeable to online Union orientation, provided to the college by the Union and disseminated to new employees during their annual onboarding process. We cannot agree to provide time at every in-person orientation session, as we have over 200 supervisors who train based upon their workplace schedules, making it extremely difficult to track and ensure compliance. Our interest is coming to an agreement that can be administered by current staff and ensures the continuity of College operations now and into the future. When possible, in large workplaces, the College is amenable to allowing the Union time after training sessions organized by the College.

The UGSDW is free to use its own communication options including Union bulletin boards, to inform Employees about the Union's function, to explain dues deductions, to recruit workplace stewards, to discuss current bargaining status, and to answer new employee questions consistent with contract provisions and the law.

- i. The College shall allow at least 10 Union representatives to return to campus under Early Arrival Status at the beginning of New Student Orientation.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College has agreed to allow up to two (2) Union representatives to return to campus at the beginning of New Student Orientation. Union members returning early will be assessed a pro-rated room and board charge based upon the date of their arrival if services are required. As very few students are actually working during NSO, there should not be a need for any more than 2 Union representatives on campus. Additionally, organizing activities are the sole responsibility of the Union, and should not take place during NSO, as the Union is not a recognized student organization.

- a. The College shall provide all employees with the following materials upon their hire:
 1. A welcome document created by the Union with basic information about how to join and rights under this Agreement and the law.
 2. A copy of the present Agreement or a link to access it.
 3. If these materials are communicated through email, then the College shall also include a link to the Union's website and this Agreement.
- b. All job postings for positions in the bargaining unit will indicate that such positions are union jobs and include a link to the Union's website.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: All new student workers will be provided electronically with a copy of this Agreement and made aware of the Student Union. All job postings for positions in the bargaining unit will indicate that such positions are union jobs and include a link to the Union's website. The Union will be solely responsible for organizing their own recruiting efforts, therefore the inclusion of a welcome document authored by the Union will not be considered. It is incumbent on the UGSDW to recruit on its own behalf. The College will not recruit on behalf of the Union.

Section 2.

- a. The College will designate a clearly visible Union bulletin board in every physical workplace in a prominent location. If a workplace has a physical time clock, the Union bulletin board will be positioned within 5-10 feet of the given time clock. Such bulletin boards will be available for use by the Union and its members. Every building in which employees covered under this Agreement perform work will have at least one designated Union bulletin board to accommodate for employees that do not have a designated physical workplace. The College may not post on this bulletin board or interfere with the use of the bulletin board for any communication.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College has agreed to provide a Union bulletin board in every academic and administrative building on campus. Given the large number of active workplaces, it is not operationally efficient to provide a bulletin board in every workplace. Additionally, the College has not agreed to a bulletin board in residence hall areas, as they are student's living spaces.

The College agrees it will not post on bulletin boards, but suggests limits on what may be posted, specifically omitting any material as described in section 3.5 above, with the purpose of fostering cordial relationships between the Union, students and the College.

- b. Employees are entitled to the establishment of private communication channels on any College-provided communication systems.

COLLEGE RESPONSE: Proposal with Legal Issues; Proposal is Not Feasible for the College

RATIONALE: Due to legal issues including regulatory requirements and compliance issues, the College is unable to provide UGSDW with a private intranet or similar communication system. The College encourages UGSDW to explore communication systems outside of the College technology infrastructure available to groups like UGSDW. It is important to note that UGSDW is an independent union, not a student organization.

- c. The College will make no attempt to interfere with or surveil employees or Union communication, including use of the bulletin board.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues; Proposal is Not Feasible for the College

RATIONALE: The language in this proposal is broad, and open to significant differences in interpretation. While the College will not surveil employees or the Union, much of the communication offered by the Union is public in nature, including information on the Union website, social media feeds and bulletin boards. It is impossible to make an attempt not to interfere with public information posted by the Union. Most recently, Union Newsletters and flyers have flooded college buildings, necessitating a response from the institution as they were posted in violation of the Student Handbook, made false allegations against specific individuals, and in one case caused injury from being pushed under office doors.

Section 3.

- a. All Union members and representatives shall be allowed to enter College premises to conduct union business, including but not limited to: ascertaining whether or not the College is compliant with the Agreement, investigating grievances, accompanying employees to disciplinary meetings, or hanging/removing materials from the Union bulletin board.
- b. This right is extended to Union members and representatives for any workplace on College premises no matter where the individual is employed.

COLLEGE RESPONSE: Proposal with Legal Issues

RATIONALE: Privacy, security and legal concerns preclude the College from allowing unfettered access to college buildings for union business. For example, buildings are not open 24 hours per day and would require all members of the Union to have card access. Additionally, many workplaces house private information that may not be disclosed to students or employees. To the extent possible Union bulletin boards will be placed in public areas available to members of the student Union during regular business hours.

Should the Union need access to a space that is not generally accessible to students, the College proposes they notify the college in writing to obtain access as necessary.

- c. The College will provide a campus office space for the Union's use to conduct Union business. The office shall be equipped with a desk and desk chair. There will be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. The office must be ADA accessible and accommodate at least 20 persons. The Union will continue to be provided access to P.O. Box #5852 in the College mailroom.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: The College expects the Union to act as an independent entity. Currently, there is not enough space on campus to accommodate all recognized student groups. Given these two factors, the College is not able to offer an on-campus office or to fulfill the requirements put forward in the Union proposal. The College encourages the Union to secure office space off campus. Based upon available mailboxes, the college will continue to provide access to P.O. Box #5852 in the College mailroom. The Union will be required to vacate their current office space upon execution of this agreement.

Section 4.

- a. The College shall make no effort to hinder any scheduled meeting of workers, including denying the physical space or software necessary for the meeting, surveilling or monitoring the meeting, or inquiring into the content/attendance of the meeting.
- b. The College shall allow the Union and its representatives to reserve space to meet on the College's premises in accordance with its policies for student groups. The denial of requests for space to meet shall be grievable.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: As outlined in detail, the Union is an independent organization. To ensure equity, the Union may reserve space to meet on campus in accordance with the College's policies for outside organizations and groups. The Union will receive no special consideration and is obligated to follow all college policies regarding the use of rooms and scheduling of meetings. The Union can request the College to accommodate it in the same way that the College might accommodate any other non-campus group seeking to utilize college facilities. Thus, the College cannot guarantee any specific meeting space or time.

Section 5.

- a. No employees shall be disciplined in any way for participating in Union events or organizing or discriminated against on the grounds of union membership or participation. The College cannot force the Union to publicly denounce any concerted activity by employees regardless of whether or not the employees taking the action are union members.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: Student Workers at Grinnell are first and foremost students. Members of the College community shall have the right to express their views concerning the terms and conditions of employment consistent with Grinnell College's policies (including but not limited to Grinnell College's Student Handbook, Staff Handbook, and Faculty Handbook), the National Labor Relations Act ("NLRA"), the Family Educational Rights and Privacy Act ("FERPA"), financial aid regulations, privacy regulations, and other state and federal laws and regulations. A blanket amnesty policy for all conduct occurring during Union events or organizing is in direct conflict with our institutional values. The College will not discriminate against students based upon their union membership or participation.

To help ensure a welcoming, inclusive community, the College proposes that the Union shall not engage in public communications that attack, defame (through libel or slander), or otherwise target individual members of the College community or their reputation, nor engage in public communications that are scandalous, vulgar, demeaning, libelous, scurrilous, prohibited by the Student Handbook or Student Employment Handbook, or detrimental to relationship between the College and its students.

Union leadership is responsible for activity of student employees acting on behalf of the Union that may violate these community standards. The College cannot provide legal advice or protect Union members from potential civil or criminal liability stemming from this activity.

ARTICLE 4—JUST CAUSE

College Proposal

4.1 Just Cause. Student workers shall not be disciplined or discharged without just cause. Just cause shall be assessed based upon the seven generally recognized elements of notice, reasonableness, investigation fairness, proof, consistency and appropriateness of discipline taking into account all of the circumstances of the matter.

4.2 Just Cause. Progressive Discipline. Except as set forth in Article 4.3, the College will employ progressive discipline. Student Workers will receive one oral and one written warning before discharge. A Student Worker may request a disciplinary meeting with the Office of Student Employment after receiving a written warning. A student worker may request to have a union representative or workplace steward present at the meeting.

4.3 Just Cause. Immediate Termination. The following shall constitute just cause for immediate termination without progressive discipline: (1) Falsification of employment application, time card or other College records; (2) Carelessness or lack of attention that results in injury to property, person, or public relations; (3) Theft, assault, or any other criminal act; (4) Harassment of others; (5) Violation of the College's Title IX, non-discrimination, or confidentiality policies; and (6) Refusal to perform assigned duties.

4.4 Union Presence. Student workers may request the presence of a union steward during any formal investigative interview that may result in discipline or discharge. The College agrees to remind student workers of this right before any such formal disciplinary meeting. Student workers have the right to not have a union steward present, but may instead have a support person who is a current Grinnell College employee or student be present.

4.5 Notice of Discipline. Student workers retain the right to provide or withhold notice to the Union of any progressive disciplinary action taken against them pursuant to Article 4.2. Student workers retain the right to provide or withhold notice to the Union of any disciplinary action taken against them pursuant to Article 4.2, subject to the limitations provided in Article 5.2 and Article 5.3.

4.6 Academic Positions Definition. For purposes of this Agreement, Academic Positions shall be defined as all (1) Course Assistant, (2) Lab Assistant, (3) Teaching Assistant, (4) Mentor and (5) Research Assistant positions held by Student Workers.

4.7 Academic Freedom. Based upon fundamentals of academic freedom, Article 4.2 and Article 7 shall not apply to Academic Positions. All provisions of this Agreement other than Article 4.2 and Article 7 shall apply to Academic Positions.

4.8 Removal From Academic Positions. Any staff or faculty member of the College supervising a student worker in an Academic Position may remove that student worker from their Academic Position if the supervisor can articulate a legitimate interest for the removal rationally related to academic freedom. In the event that a student in an Academic Positions is removed from their Academic Position, they shall be offered supplemental income. This supplemental income shall be calculated by prorating the income which would be earned by the position during the relevant semester, had the student worker not been removed, in accordance with the number of days remaining in the semester.

4.9 Contesting Removal From Academic Positions. Any Student Worker removed from an Academic Position may contest their removal by submitting a written complaint to the relevant Department Chair within ten (10) days of removal. If a student worker contests removal, the Department Chair will apply a rational basis standard to determine whether the supervisor who removed the student worker can articulate a legitimate interest for the removal rationally related to academic freedom. If the Department Chair determines the removal is not supported by a rational basis, the student worker shall be reinstated. If the Department Chair determines the removal is supported by a rational basis, the student worker may appeal the decision to the Dean of the College. If the Dean of the College determines the removal is not supported by a rational basis, the student worker shall be reinstated.

If the student worker contests removal from an academic position and is not reinstated by a finding of either the Department Chair or the Dean of The College, the student worker shall not be eligible to receive supplemental income.

4.10 Service Leadership Work Study. The Service-Leadership Work Study (SLWS) Program is supported by the Center for Careers, Life, and Service at Grinnell College and is designed to create reciprocal relationships between Grinnell community organizations, community members, and Grinnell College students through collaborative service-learning and action. SLWS students are hired by Grinnell College to serve in capacity building service positions that support efforts to improve the wellbeing of our larger community. Students apply to the program and are interviewed and selected by non-profit or governmental community partner host organizations and after being hired by the College, serve at their host site. As per federal regulations, SLWS positions are specifically designed in a manner that does not replace work that would otherwise be done by paid community employees, but rather would be the purview of a volunteer. Both parties recognize that students choosing to participate in Service Leadership Work Study positions are volunteers within the host organizations and subject to the terms and conditions of the host organization's volunteer policies and the SLWS Memorandum of Understanding.

All provisions of this Agreement other than Articles 4.2 and Article 7 shall apply to these positions.

4.11 Student Government Association. As the elected representatives of the entire student body, the Student Government Association (SGA) is comprised to serve and represent every student at Grinnell College. SGA is bound by the Articles of its Constitution. SGA representatives are not hired or terminated but elected and impeached within the process outlined in the SGA Constitution.

All provisions of this Agreement other than Articles 4.2 and Article 7 shall apply to these positions.

Union Proposal

Section 1.

- a. Employees shall not be disciplined or discharged without just cause.
 - i. The seven (7) tests of just cause covered by this section are as follows:
 1. Fair Notice: Was the employee adequately warned of the consequences of their conduct?
 2. Reasonable Rule: Was the employer's rule or order reasonably related to efficient and safe operations?

3. Investigation: Did management investigate before administering the discipline?
 4. Fairness: Was the investigation fair and objective?
 5. Proof: Did the investigation produce substantial evidence or proof of guilt?
 6. Consistency: Were the rules, orders, and penalties applied evenhandedly and without discrimination?
 7. Appropriate discipline: Was the penalty reasonably related to the seriousness of the offense and the past record?
- ii. Other consideration
1. Mitigating circumstances: Were there any conditions that may have been contributing factors that need to be taken into consideration, which would make the offense different from other similar offenses?
 2. Progressive discipline: aside from egregious conduct, was there an opportunity to issue a lesser discipline that allows an employee an opportunity to correct issues before issuing a financial burden or separation from employment?

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College agrees that these are the generally recognized components of Just Cause and although they are not generally included in collective bargaining agreements the College has included them in our proposal.

Section 2.

- a. The College must adhere to a practice of progressive disciplinary action, where repeated violation of a specific workplace rule may result in further discipline. Such actions should progress in the following order:
- i. Four (4) Written warnings
 - ii. One (1) Single Day Unpaid Suspension
 - iii. Termination

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College agrees that a progressive discipline process is an important component of the collective bargaining agreement. However, there is a strong interest to ensure the process is expeditious and operationally effective. The College proposal includes a progressive discipline process that includes one oral warning, one written warning and the opportunity for a disciplinary meeting in place of a single day of unpaid suspension.

The College has outlined six violations that will result in immediate termination without progressive discipline based upon the serious nature of the violation. Immediate termination will not take place without an investigation into the facts of the matter.

Additionally, three categories of students; academic positions, Student Leadership Work Study, and Student Government Association have alternative just cause and discipline provisions outlined in the contract due to the unique nature of the positions in each area.

- b. These violations do not carry over between jobs, and the progression resets every semester. Each rule violated will have its own separate progression. An employee cannot receive multiple warnings for the violation of the same rule within a single shift.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: Disciplinary actions will not carry over between jobs. Due to the holistic nature of an employment engagement the College cannot agree to separate progressions for each rule violated. This would create an over burdensome disciplinary progress for both students and supervisors. In the College's proposal students can receive multiple warnings for the same violation in a single shift. For example, if a student violates a customer service work rule multiple times during a shift and is unwilling to change their behavior, the supervisor may issue a verbal, then written warning.

- c. The College shall provide the Union with a written record of any disciplinary action taken against employees within two business days of the disciplinary action, including records of written warnings given, as well as suspensions.
 - i. If the Union is not provided with a written record of the disciplinary action within the time period, the disciplinary action will not be valid.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College remains committed to ensuring student agency regarding the release of information to the Union. The College proposal includes notification to the Union for disciplinary action, but allows student workers to retain the right to provide or withhold notice Union.

- d. A disciplinary meeting must be called after an employee has received 2 written warnings.
 - i. The College will notify the Union and the employee of any disciplinary or investigatory meeting with the date, time, and location forty-eight (48) hours prior to the meeting.
 - ii. All employees have the right to have a union representative or workplace steward present at the meeting
- e. Nothing in this section is intended to discourage supervisors from engaging in non-disciplinary mentoring, guidance, or counseling.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: Both proposals include the opportunity for a disciplinary meeting after the second warning is issued to the student and include a provision for the student to have Union representation at disciplinary meetings should they choose. To promote student agency, the College proposal includes the opportunity to have a Grinnell College student or employee present in place of the Union should the student prefer.

Section 3.

- f. The College may place any employee on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the sole judgment of the College, warrants the immediate relieving of the

employee from all work duties and/or requires the removal of the employee from the premises. The College will immediately provide the employee and the Union with written confirmation of the terms of the investigatory leave.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College must retain the right to move swiftly in cases of obvious and egregious actions that must result in immediate termination, but agrees that an investigation is always a part of this process. With student agency in mind, the College will defer to the student as to whether the Union is notified of the investigation.

Section 4.

- a. If it is discovered, after being contested through the grievance process, that an employee was suspended or discharged without just cause, they will be immediately reinstated into their position and will receive back-pay for the average hours the employee would have worked during the grievance process or the hours the employee was scheduled to work during the grievance process, whichever is higher, and an additional 50% of such back-pay.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: Both parties agree that back pay may only be awarded as a remedy for an unfair termination. The College proposal seeks to remedy the student for lost wages by offering pay for shifts missed between the date the grievance is filed and the date the grievance is resolved to ensure economic security.

ARTICLE 5—UNION SECURITY AND DUES

College Proposal

5.1 Student Worker Roster. The parties recognize that to fulfill its obligation to represent student workers under this Agreement, the Union should have access to the names and contact information of student workers covered by this Agreement. The parties recognize and agree that student workers may choose to keep their contact information confidential pursuant to FERPA and Section 5.3 of this Agreement.

5.2 Notifications. Each week, the College shall provide a spreadsheet report of all new hires and terminations. This report shall include the student workers' names, e-mail addresses, phone numbers, and dates of hire or termination. Each semester, the College shall provide a spreadsheet report listing all student workers covered under the Agreement. Such report shall include the workers' names, e-mail addresses, phone numbers, and job classifications. The parties recognize and agree that student workers may choose to keep their contact information confidential pursuant to FERPA and Section 5.3 of this Agreement.

5.3 FERPA Waiver. All new student workers shall be required to complete a FERPA Waiver request form set forth in Schedule C as a part of their employment onboarding affirming or denying the Union access to their educational records. Student workers retain the right to rescind the waiver at any time through formal written notice to the College's Office of the Registrar.

5.4 Employee Orientation. All new student workers shall be provided electronically with a copy of this Agreement. All job postings for positions in the bargaining unit will indicate that such positions are union jobs and include a link to the Union's website. The Union will be solely responsible for organizing their own recruiting efforts.

5.5 Early Return. The College shall allow up to two (2) Union representatives to return to campus at the beginning of New Student Orientation. Union members returning early will be assessed a pro-rated room and board charge based upon the date of their arrival if services are required. The Union will be solely responsible for organizing their own recruiting efforts.

5.6 Bulletin Boards. The College shall furnish one bulletin board in each of the following buildings: Grinnell College Golf Course; Field House; Bear Recreation and Athletic Center; Osgood Natatorium; Darby Gym; Black Cultural Center; Harris Center; Center for Religion Spirituality and Social Justice; Rosenfield Center; Humanities & Social Studies Center; Admission and Student Financial Services; Macy House; Center for Careers, Life and Service; Bucksbaum Arts Center; Burling Library; Forum; Noyce Science Center; Mears Cottage; Herrick Chapel; Steiner Hall; Goodnow Hall; Old Glove Factory; Grinnell House; Preschool Lab; and 821 5th Ave. These bulletin boards shall be placed in a prominent location.

Bulletin board notices shall be restricted to the following: a) notices of union recreational and social affairs; b) notices of union elections; c) notices of union appointments and results of union elections; d) notices of union meetings; e) other notices concerning union affairs which are not political or individually demeaning in nature. The Union shall remove from the bulletin board, upon the written request of the College, any material which in the College's judgment is libelous, scurrilous or detrimental to relationship between the College and its students. The Union agrees it will not engage in general distribution, or posting by employees, of pamphlets, advertising or political matters.

5.7 Mailbox. The Union will be provided with a mailbox in the College mail room.

5.8 Scheduled Meetings. The Union may reserve space to meet on campus in accordance with the College's policies for outside organizations and groups.

5.9 Union Access to Campus. Where in the opinion of the College, it is reasonable and necessary for a union agent to be given access to a portion of the campus not generally accessible to students to investigate a previously filed grievance, such union agent or representatives shall first secure written permission from the College and then shall obtain a mutually satisfactory date and time for the visit. A representative of the College will accompany the union agent on any such visit.

5.10 Dues Check-Off. Each month the College agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the College. Dues deducted shall be remitted to the Union as soon as possible, but no later by the end of each month dependent on the payroll schedule. Accompanying each remittance shall be a spreadsheet report of employees from whose wages deductions were made.

Union Proposal **INFORMATION TO THE UNION**

Section 1. The College shall, when requested by the Union and as provided in this article, provide the following information for each bargaining unit Employee to the Union as directory information for the purposes of the administration of this Agreement: name, phone number, email address, campus box number, employment status, department(s) of employment, job title(s), job description(s), job duties, hours worked, work schedules, rates of pay, dates of hire, gender, race, employee ID, disciplinary actions, dates of resignation or termination, reasons for disciplinary actions and/or termination, records of investigations related to disciplinary actions and/or termination. The parties recognize and agree that Employees may choose to keep their contact information confidential.

COLLEGE RESPONSE: Proposal with Legal Issues

RATIONALE: While willing to provide information to the Union, the College cannot, and will not, provide information to the Union that is protect through Federal Regulatory or legal requirements including FERPA, HIPPA, etc without considering student agency and collecting waivers as stipulated by regulation beyond directory information. As outlined above, the UGDSW has filed an unfair labor practice against the college for failure to provide requested information. Until this ULP is resolved the College cannot agree to terms on data release.

The College places a premium on student agency as well as regulatory compliance and will not release data to the UGSDW without active student permission through the submission of a FERPA (or other) waiver. The Union is asking for information protected by FERPA and other applicable laws including:

- employment status,
- department(s) of employment,
- job title(s),
- job description(s),
- job duties,
- hours worked,
- work schedules,
- rates of pay,
- dates of hire,
- gender,
- race,
- employee ID,
- disciplinary actions,
- dates of resignation or termination,
- reasons for disciplinary actions and/or termination,
- records of investigations related to disciplinary actions and/or termination.

The College believes release of these data elements is not possible without a release, and even with a release, the college may not legally be able to release information protected by federal regulation. With a release, the college is willing to provide: department(s) of employment, job title(s), dates or hire, dates of resignation or termination.

Section 2. The Union shall not ask for, nor receive, any information related to employees' academic pursuits, such as grades, classes taken, credit amounts, or similar information not pertaining to these employees' employment.

Section 3. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the employee.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: While sensible, FERPA, HIPPA and other regulatory requirements insist that re-disclosure of information by the third party is not permissible. Additionally, the Union has no business reason to request or receive information related to academic pursuits.

Section 4. Each week, the College shall provide to the Union a complete list of members of the bargaining unit, including first and last name, title, rate(s) of pay, phone number, email address, campus box number, gender, race, job title(s), job description(s), workplace(s), work schedule(s), department(s), supervisor(s), hire date(s), and employee ID.

Section 5. Each week the College shall provide the Union with a spreadsheet report of all new hires and terminations. Such report shall include the following information for each employee: first and last name, title, rate(s) of pay, phone number, email address, campus box number, gender, race, job title(s), job description(s), workplace(s), work schedule(s), department(s), supervisor(s), hire date(s), and employee ID.

The report shall be divided by department such that an employee already in the bargaining unit beginning an additional position in the unit shall be included in the report. This report shall not preclude or replace the mandated notice to the Union of disciplinary actions and termination as provided in the Just Cause article.

Section 6. The information above will be provided to the Union on an Excel template that the Union will supply to the College.

COLLEGE RESPONSE: Proposal with Legal Issues

RATIONALE: The College will not provide information not included in the directory to the Union without an opt-in student waiver of FERPA obligations. Due to privacy, and legal requirements, the college will not provide employee ID, gender or race. With appropriate student agency, the College can provide, Name, phone number, email address, campus box number, job title, work place and hire date. It is important to note that there is an active, but yet undecided, Unfair Labor Practice filed with the National Labor Relations Board by the UGSDW against the College for "failing to furnish information requested by the Union." The Board has forwarded the ULP to its internal Division of Advice and we await their ruling.

UNION SECURITY AND DUES

Union Proposal

Section 1. Dues Check-off. Each month the College agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the College. Dues deducted shall be remitted to the Union by the twentieth of each month. Accompanying each remittance shall be a spreadsheet report of employees from whose wages deductions were made.

The College will provide the dues check-off authorization forms to all students completing employment paperwork. The College will provide copies of signed forms to the Union. The College shall accept dues check-off authorization forms submitted through secure online forms with digital signatures. Employees shall be able to submit a dues check-off authorization at any time. The College will provide copies of signed digital forms to the Union.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: In line with the current collective bargaining agreement the College will deduct dues from the paychecks of covered Union employees with paperwork on file with the College. Grinnell College will provide the dues to the Union as soon as the payroll process is completed, but no later than the end of the month dependent upon payroll dates. As the Union is fully independent and the sole agency responsible for organization and recruitment the College is not amenable to providing paper or electronic check off forms and will rely upon the Union for this process. Relying on the Union also eliminates the potential need for FERPA or other privacy waivers as the student is providing information directly to the Union rather than the College. The College will require hard copy signatures, and will not be able to accept electronic checkoff submissions unless the Union can provide a secure proof of concept.

ARTICLE 6—WAGES

College Proposal

6.1 Pay Categories. Pay categories shall be assigned to each student-union position on campus to provide consistency and equity for similar work across similarly situated campus jobs. Grinnell College's starting student worker wages are Level I \$10.75 and Level II \$12.50.

	Year 1	Year 2	Year 3	Year 4
Level I	\$10.75	\$10.97	\$11.18	\$11.41
Level II	\$12.50	\$12.75	\$13.01	\$13.27

At the commencement of the finalized bargaining contract all students will be migrated to the appropriate base wage. Each academic year following the initial contract period, student workers in good standing (were not suspended or terminated from a position within the current or prior academic year) will receive a 2% wage increase, contingent upon an equal or higher across the board wage increase being awarded to non-student employees. In the case of a less than 2% wage increase to non-student employees, student workers will be awarded the equivalent increase, not to exceed 2% per academic year.

Level I

Positions that require minimal training normally provided by department (i.e., filing, answering telephones, providing service to others). Duties are often of a routine nature, requires more direct supervision, and minimal training or experience is required.

Basic skills may be acquired through on the job training. Responsibilities may require basic organizational or technical knowledge, operation of simple equipment or performing repeating tasks.

Level II

Positions that require a combination of comprehensive training, acquired basic scientific or technical knowledge, and analytical, and/or significant physical demands. Duties are varied and less routine and involve a moderate degree of responsibility and judgement. Requires previous knowledge or skill and/or equivalent experience or training.

Positions considered by the college to be hard to fill, that are deemed hard to fill and/or supervisory. May perform specialized work. Also requires some developed skills such as operation of more technical knowledge, operation, and accountability for more complex office equipment, composition, or significant interaction with the public. May require minimal supervision. Examples include academic programs, registrar, bookstore, admission tour guide, athletic trainer, craft workshop, library specialty coordinator, community assistant, computer user consultant, and annual giving specialist. All dining positions are assigned to Level II.

6.2 Community Assistants. Community Assistants may choose to be compensated through the Level II hourly wages outlined above, or through the receipt of a room grant equaling the total cost of room for the academic year.

6.3 Coverage. The College shall not revise or amend the manner in which student workers are compensated for the sole purpose of avoiding coverage under this Agreement.

Union Proposal

As of 12/7/2022 the Union has not provided the College with a wage proposal.

ARTICLE 7—GRIEVANCES

College Proposal

7.1 Grievance Definition. For the purposes of this Agreement, a “Grievance” is defined as a written dispute, claim or complaint arising under this Agreement and filed by a Grievant. Grievances are limited to matters of interpretation or application of the express, material provisions of this Agreement.

7.2 Grievant Definition. For the purposes of this Agreement, a “Grievant” is defined as an individual filing a Grievance pursuant to this Article. The term “Grievant” is limited to (1) student workers adversely affected by an alleged violation of a provision of this Agreement and (2) Union representatives asserting a grievance on the behalf of a student worker adversely affected by an alleged violation of a provision of this Agreement.

7.3 Working Days Definition. For the purposes of this Article, “Working Days” shall be defined as all weekdays in which classes occur at the College.

7.2 Grievance Procedure. The parties shall adhere to the following four-step grievance procedure:

Step One: The grievant shall raise the concern with the relevant student worker’s supervisor within ten (10) working days after knowledge of the action that allegedly violated the contract. The supervisor or a designee shall respond to the grievant within ten (10) working days.

Step Two: If the matter is not resolved at Step One, the grievant may reduce the grievance to writing and present the grievance to the Student Employment Office within ten (10) working days. The Student Employment Office shall respond to the grievant within ten (10) working days.

Step Three: If the matter is not resolved in Step Two, the grievant may present the grievance to the Vice President of Human Resources within ten (10) working days. The Vice President of Human Resources or her designee shall respond to the grievant within ten (10) working days.

Step Four: If the grievance is not resolved at Step Three, the grievant may submit the grievance to binding arbitration as set forth in Articles 7.4-7.6.

If the grievance involves a termination, the grievance process may begin at Step Two. In such a case, the matter must be presented to the Student Employment Office within ten (10) working days after knowledge of the action that allegedly violated the contract. Back pay may only be awarded as a remedy for an unfair termination grievance for shifts missed between the date the grievance is filed and the date the grievance is resolved.

7.3 Grievance Timing. No grievance shall be raised based on facts or events that have occurred more than ten (10) working days before the grievant initiates Step One of the process. A grievant’s failure to raise a grievance or to progress the grievance pursuant to the deadlines established in Article 7.2 shall constitute waiver of the grievance.

7.4 Arbitration. Within seven (7) calendar days following conclusion of Step 3 of the grievance procedure established in Article 7.2, the grievant shall request a list of seven (7) arbitrators. Within seven (7) days following receipt of the list of arbitrators, the parties shall alternately strike names from the list to select a single arbitrator.

7.5 Arbitrator Authority. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitrator shall have no power to establish wage rates or to rule on the proper assignment of work by the College.

7.6 Arbitrator Costs. The expenses of the arbitration shall be paid by the party against whom the arbitrator decides. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. No student worker shall be paid for time spent participating in the arbitration process. It shall be the obligation of the arbitrator to issue a written ruling within 20 days after an arbitration hearing. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the union, on all bargaining union student workers and on the College.

Union Proposal

Section 1

A grievance within the meaning of this Agreement shall concern the interpretation, application, or claimed violation of a specific term or provision of this Agreement, or any dispute over corrective action taken against an employee, including the reasonableness of College rules of conduct or regulations under which corrective action may have been taken. A grievance may be raised by the Union or an employee adversely affected by the alleged violation. An employee may be accompanied by a union representative at each step of the grievance procedure. In each step, "working days" shall mean weekdays on which classes occur at the College.

Section 2: Requirements.

- a. College Responses. Written answers from College representatives at the first and second steps will be sent to the Grievant, Union Steward, and to the Union by electronic mail. A failure of the College to meet its deadlines, including deadlines to meet, will result in automatic advancement of the grievance to the next step.
- b. Deadline waiver. Any deadline in this article may be extended or waived by mutual agreement of the College and Union.
- c. Appeals. In the event the Union is not satisfied with the College's decision at any step it may appeal in accordance with the provisions related to the next applicable step.
- d. Termination and Union Grievances. Grievances involving the termination, suspension, or lay-off of an employee, or Union grievances which pertain to the application of the Agreement to the bargaining unit, shall be filed directly at Step 2. In such a case, the matter must be presented to the director of the appropriate department within thirty (30) working days after knowledge of the action that allegedly violated the contract.
- e. Repeated Violations. Each repeated action involving an alleged violation of the agreement shall constitute a distinct violation, and the time for filing a grievance shall run from such repeated action.

Section 3: Grievance steps and appeal.

Step One. The aggrieved employee and/or a union representative shall raise the grievance to a supervisor orally or in writing within thirty (30) working days after its occurrence or discovery.

Each repeated action involving an alleged violation of the agreement shall constitute a distinct violation, and the time for filing a grievance shall run from such repeated action. The supervisor or a designee shall meet with the employee and a union representative within five (5) working days after submission of the grievance in writing and respond in writing within ten (10) working days after the meeting.

Step Two. If the matter is not resolved at Step One the grievance will be reduced to writing where initially presented orally and presented to the director/head of the employee's department.

Once received, the parties will, within ten (10) working days after submission of the grievance in writing, conduct the Step 2 grievance meeting. The director/head of the employee's department (and/or their designated representative(s)), the grievant, and a union representative will meet to discuss the grievance. The Union and College representatives may agree to waive the 2nd step meeting. If a 2nd step meeting occurs, the director/head of the employee's department (or designee) will answer the grievance within five (5) working days of the 2nd step meeting.

Step Three. If the matter is not resolved in Step Two, the grievance will be presented to the Vice President of Human Resources within twenty (20) working days of receipt of the director/head's response. Once received, the parties will, within ten (10) working days, conduct the Step Three grievance meeting. The grievant, a union representative, and the Vice President or their designee(s) will meet to discuss the grievance. The Vice President of Human Resources or their designee shall respond within five (5) working days after the Step Three meeting. If the grievance is not resolved at Step Three it will be submitted to binding arbitration.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The Grievance procedures submitted by both parties differ on only a few small details. Both proposals include a 4 step process (including arbitration), allow for the student to file a grievance, or Union to file on behalf of the student worker and include an appeals process. The College proposal seeks to streamline the grievance process by reducing the time allowed to file and respond to grievances.

Instead of the head of the department in step two, the College seeks to ensure equitable treatment by asking that grievances are presented to the Student Employment Office. Both proposals include an option for binding arbitration.

Section 4: Arbitration

If the grievance is not resolved at Step Three the Union may request arbitration on behalf of the aggrieved employee by submitting a written request to the Vice President of Human Resources within thirty (30) working days of receiving the Step Three response.

In the event of a grievance that is not resolved at Step One, Two, or Three, the Union and College shall each designate one (1) arbitrator of their choosing to serve on an arbitration panel. Additionally, the College and the Union will annually create a list of 20 mutually acceptable arbitration panel members drawn from non-supervisory faculty and staff or other community

members. Five (5) names will be randomly drawn from the list of twenty (20) and the parties will alternately strike names from the list of five (5) to arrive at the third arbitration panel member. Each arbitrator will receive an honorarium determined mutually by the Union and College yearly, not to exceed \$300 per arbitrator. The Union and College shall split the costs of the honorariums equally. The panel of arbitrators shall conduct a hearing within thirty (30) working days and decide the grievance based upon the terms of this Agreement. The arbitrators shall issue their decision within five (5) days of the end of the hearing. The arbitrators shall have no power to amend, ignore or modify the terms of this Agreement. The decision of the arbitrators shall be final and binding upon the employee, the Union, and the College.

The arbitrations shall conduct any hearing based on the American Arbitration Association's (AAA) Labor Arbitration Rules and apply principles of contract interpretation customarily used in labor arbitration in their decisions.

If an employee must miss other work assignments because they are required to attend an arbitration hearing, the employee will be paid in full for the hours they missed. If an employee loses wages from another employer due to appearing at an arbitration hearing, the College will reimburse that employee for those lost wages.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: Instead of relying on a panel of untrained arbitrators made up of faculty, staff and students, the College prefers to bring any arbitration case to a trained, experienced professional. The reliance on, and payment of, faculty, staff and student arbitrators raises significant operational and legal issues. For example, Fair Labor Standards Act considerations may keep hourly employees from being able to participate. In addition, sharing expenses for the compensation of the arbitrator pool would place a significant IRS reporting burden on UGSDW. In an early version of the Dining Contract, the Union and College tried and failed to establish a board of volunteer faculty members for this purpose.

As the cost of a professional arbitrator is a hurdle for the Union, the College proposes that costs incurred for arbitration be paid by the party against whom the arbitrator decides. The College is not amenable to any proposal that requires it to reimburse employees for lost wages from the college or another employer.

ARTICLE 8: Health, Safety, and Breaks

College Proposal

8.1 Work Rules. The College shall establish and maintain a Student Employee Handbook containing work rules applicable to all student workers. The College shall also establish Workplace Rules applicable to specific workplaces.

The Union shall be given reasonable notice of change to any work rules, except that any academic or Title IX related information may not be shared with the Union. For purposes of this Section, "work rules" includes rules regarding attendance, performance, and operational procedures and policies. This provision shall not limit the College's ability to immediately implement or modify work rules related to safety and health.

8.2 General Training. All employees shall be given annually at least one (1) hour of paid training at the applicable minimum wage before they begin regular employment. This training will include instructions on time entry and the Student Employee Handbook.

8.3 Workplace Specific Training. All employees shall receive training specific to their workplace as governed by their respective workplace rules.

8.4 Rest Periods. Fifteen (15) minutes paid rest periods for each four hours of consecutive hours worked within a single workday will be scheduled for all employees.

8.5 Maximum Hours. During the academic year, student workers may work no more than 20 hours per week. A cap of 40 hours per week exists during break and summer periods.

8.6 Accessibility. The College will provide reasonable accommodations to any employee with a temporary or long-term disability which prevents them from performing the essential functions of their normal assigned duties. Any student worker seeking reasonable accommodations must provide notice to the College's Disabilities Resource Office.

Union Proposal

Section 1. General Health and Safety Measures

- a. **Training.** All new Employees shall be given at least two (2) hours of paid training at their base wage before they begin regular employment. At least one hour of such training will focus on general training for all workplaces (NOVATime, employment paperwork, etc.). The second hour may consist of training specific to procedures and skills relevant to the employee's job duties. Additionally, training for dining Employees shall include basic food safety practices and procedures. Further requirements for training per possession shall be determined by the Health and Safety committee (See Section 4).
- b. **Environmental and Ergonomic Safety.** The College will abide by all laws and regulations applicable to the safe operation of all equipment and processes, including those related to ergonomic safety and prevention of repetitive strain (RSI) or similar injuries, and shall monitor and regularly inspect the operation thereof to assure continuous compliance with such laws and regulations.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: Both proposals outline the need for training. The College proposes a one hour paid general training for all new student employees. Because the workplaces governed by this agreement have disparate safety and work rules, the one-hour universal training will be supplemented by workplace-specific training. As a matter of law, the College is required to abide by all laws and regulations pertaining to environmental and ergonomic safety. It is thus unnecessary to include this language in the final version of the contract.

Section 2. Covid Safety

- a. **Masks.** Employees shall be provided an adequate supply of masks of the KN-95 variety.
- b. **Contact Tracing.** The College will notify Employees of confirmed cases of COVID-19 of fellow Employees that a given Employee could have come in contact with.

- c. **Future Outbreaks.** In the event that there is an outbreak of an infectious disease on Grinnell's campus the Health and Safety committee will convene for an emergency meeting in a timely fashion and be invested with the power to amend this article.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: The College has tasked its health and safety task forces/working groups with ensuring the most up to date and effective public health and safety protocols are followed on campus. Rather than relying on contractual language that will quickly become outdated, Grinnell is committed to providing members of the UGSDW access to the same equipment and safeguards provided to the rest of the College community as determined by the health and safety committee.

Section 3. Health-Related Workplace Protections for Disabled Workers

- a. Employees shall be permitted to use noise-reducing technology, including but not limited to noise-canceling headphones and earplugs, while on the job, unless it would be unsafe to do so. The College shall inform employees that they may use this technology. The College will not discriminate based on an Employee's decision to or not to use this technology.
- b. Employees who work in a position that requires them to stand in one place for ten minutes or more shall be provided a chair with a back to use if they choose. The College shall inform them that chairs are available for their use. The College will not discriminate based on an employee's decision to or not to use the chair.
- c. The College shall inform employees of any workplace hazards that may pose a hazard to disabled employees, including but not limited to flashing lights and loud noises.
- d. Employees will not be required to lift objects weighing more than twenty-five (25) pounds unassisted. If they must lift or move something above that weight, they shall be permitted to use an assistive device such as a trolley and/or work in a group of two (2) or more Employees to transport the object.
- e. Employees shall be permitted to drink water during their shifts. If drinking in the employee's workspace would be considered hazardous, Employees shall be permitted to take a short, paid break in a nearby safe space to drink water. The College shall inform the employees of this right.
- f. Employees shall be permitted to remove themselves from the workspace temporarily to perform a medical procedure relevant to their health and safety. The College will not question an employee who takes this medical break about the purpose or details of the break and will not make unnecessary comments about the break. The College shall inform the employee of their right to this break. This medical break shall be paid. The College will not discriminate based on whether or not an employee utilizes this break.

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: Grinnell is legally obligated to ensure high-related workplace protections as afforded as required by the Americans with Disabilities Act (ADA) and other pertinent legal standards. The Office of Disability Resources is tasked with ensuring reasonable accommodations are in place for employees who require them. Compliance issues require that members of the Union seeking accommodation work through the channels available via the Office of Disability Resources rather than self-identifying and implementing accommodation.

Self-identification and accommodation without the benefit of consultation with the ADA coordinator puts the College at risk for non-compliance.

Section 4. Health and Safety Committee

The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. Accordingly, the College and the Union agree that, at least twice per contract year and additionally if mutually agreeable or if a health and safety issue is identified by an Employee, an equal number of representatives of the Union and College will meet at a mutually agreeable time and place as a Health and Safety Committee to discuss matters relating to health and safety of Employees in the workplace. Union representatives shall not suffer any loss of compensation to attend such meetings. The College shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings. The parties agree that workplace health and safety include concerns regarding mental health and may implicate racial justice issues.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: The College has tasked its health and safety task forces/working groups with ensuring the most up to date and effective public health and safety protocols are followed on campus. All workers will be the beneficiaries of the policies, practices and procedures decided upon by this team. The UGDSW, and individual student employees are welcome to make recommendations regarding health and safety to the Office of Student Employment.

PAST PRACTICE

College Proposal

The College has no plans to issue a past practice proposal.

Union Proposal

Section 1. Economic benefits, and all other terms and conditions of employment which were in effect on the effective date of the Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted unless altered by mutual consent of the College and the Union.

Section 2. In the event the College desires a change to an existing benefit or other term or condition of employment within the scope of Section 1, the College shall notify the Union. If the Union indicates a willingness to consider modification of an existing benefit or other term and condition of employment protected by Section 1, then the parties will meet and discuss the proposed change, provided, however, that no change shall be made absent agreement by the Union.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: The College has no past practice proposal and has taken the position that any practices not in the collective bargaining agreement, student employment handbook or work rules cannot be honored. The disparate nature of the student employment program, supervisor turnover, student transition and pandemic have all made it impossible to honor past practices or maintenance of standard provisions.

No past practices, unless identified during collective bargaining, can be protected or bargained over.

NEUTRALITY AND CARD CHECK

College Proposal

The College has no plans of issuing a neutrality and card check proposal.

Union Proposal

For the purposes of this Memorandum, “supervisory duties” are defined as the power to hire and fire employees on an employee’s own authority.

For the purposes of this Memorandum, “Employees” are defined as any employee of the College who does not exercise supervisory duties over any non-student employee. This definition shall include tenure-track and tenured faculty who do not exercise supervisory duties other faculty.

For the purposes of this Memorandum, “Labor Union” is defined as any group of employees seeking to form a union.

Section 1.

- a. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by Employees of their rights under Section 7 of the National Labor Relations Act in the event any Labor Union decides to conduct an organizing campaign among Employees.
- b. The parties mutually recognize that national labor law guarantees employees the right to form or select any Labor Union to act as their exclusive representative for the purpose of collective bargaining with the College, or to refrain from such activity.
- c. The College, and its agents, will take an approach of strict neutrality to the unionization of Employees. The College, and its agents, will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the College or its agents to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular Labor Union as a bargaining agent.
- d. The Labor Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.
- e. If any Labor Union provides written notice to the College of its intent to organize Employees covered by this Memorandum, the College shall provide access to its premises and to such Employees by the union. The Labor Union may engage in organizing efforts in non-public areas of the College’s facility during Employees’ non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.
- f. No later than ten (10) days following such written notice, the College will furnish the Labor Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the College will furnish a second list of such Employees to the Labor Union, including the home addresses, telephone numbers, and email addresses of all Employees. Thereafter, the College will provide updated complete lists monthly to the given Labor Union.
- g. Any such Labor Union may request recognition as the exclusive collective bargaining agent for such Employees. The Federal Mediation and Conciliation Service (FMCS) will conduct a review of Employees’ authorization cards and membership information submitted by the Labor Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees has designated

the Labor Union as their exclusive collective bargaining representative or joined the Labor Union, the College will recognize the Labor Union as such representative of such Employees. The College will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.

- h. Any disputes over the interpretation or application of this Memorandum shall be resolved in accordance with the arbitration procedure to be negotiated in the Collective Bargaining Agreement.
- i. This Memorandum shall survive the expiration or termination of the Collective Bargaining Agreement, and shall remain in effect for one (1) year thereafter, provided that in the event a Labor Union is recognized at a time when no collective bargaining agreement is in effect with the College, then the terms and conditions to be extended to Employees upon recognition of the union pursuant to Paragraph 8 shall be the terms and conditions then legally applicable to other employees of the College until a new collective bargaining agreement exists, at which time such new collective bargaining agreement shall apply.
- j. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to arbitration as provided in Section (i) of this clause; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

COLLEGE RESPONSE: Proposal is Not Feasible for the College

RATIONALE: The UGSDW has no authority or mandate to bargain on behalf of employees outside of those in the Exclusive Representative article in this agreement. The Union has the authority to bargain over the terms, conditions, hours and wages of student workers only. This proposal falls outside of those parameters and will not be considered. The College will continue to protect faculty and staff through the Non-Discrimination and Union Communication clauses of the College's proposed Collective Bargaining Agreement.