

Statement Regarding Charges of Illegal Bargaining Activities

The Union of Grinnell Student Dining Workers (UGSDW) has accused the college of breaking federal labor law through two claims made on the Union website and newsletter and on fliers posted on campus.

These claims misrepresent or omit important facts and circumstances. As an educational institution committed to rigorous inquiry and critical evaluation of our own and others' ideas, it is important that we act in concert with our values by providing fair, accurate, and robust information to our campus community. The College is committed to fostering a positive, collaborative relationship with the UGSDW with the goal of working together to negotiate a historic collective bargaining agreement and offers this information to ensure that collective bargaining moves forward as outlined by the Neutrality Agreement signed by the College and the Union last spring, which includes language that respects both free speech and the principle of mutual respect.

UGSDW Charge 1: "Grinnell College has refused to provide UGSDW with a list of student workers by workplace. Every union is guaranteed this information under the National Labor Relations Act of 1935. The College wants to make it as hard as possible for us to represent every student worker!"

The College is committed to working with the Union to provide student employment information in a manner that is consistent with the law. In this case, there are two different areas of the law that apply to the release of information: the Family Educational Rights and Privacy Act (FERPA), which requires the College to protect student privacy, and the National Labor Relations Act (NLRA), which requires sharing information that is protected by FERPA. The intersection of FERPA and the NLRA – and which set of laws governs this request – is an area that is still unclear.

Here are the facts:

- Grinnell College is obligated to consider both areas of the law (FERPA and NLRA) in its work with the Union.
- FERPA regulations protect student's private information including employment records. Students have the right to approve or deny the release of their private information for use in collective bargaining.
- The College has already provided UGSDW with all directory information for students who have not opted out of their directory information being public. This is a choice that all students make when enrolling at Grinnell. What the College cannot provide under FERPA is the student employment data, which is considered part of the educational record.
- Instead of refusing to provide student employment records, the College has offered UGSDW options that would allow the College to disclose personally identifiable information protected by FERPA for the purposes of collective bargaining with student permission. These include:

1. The rapid deployment of an online FERPA waiver that, once signed by students wishing to share their private information, would enable immediate release of individual students' employment data to UGSDW.
2. A campus-wide initiative to engage students, SGA, faculty, staff and experts in the area of Title IX, Title IV and FERPA to discuss adding place and position of employment to the directory. The College is not willing to bypass this period of community engagement and discernment. We feel it is important to engage the community and especially students in discussions regarding their privacy.

In each case the Union has refused the College's proposed solutions and demanded the immediate release of protected student employment data. The College is committed to transparency in how student data and private information is handled and disclosed to third parties and will not disclose protected data to the Union without student consent.

UGSDW Charge 2: *"It is illegal for Grinnell College to make any unilateral workplace changes without bargaining with us, the workers. However, Grinnell College has already instituted changes in a number of workplaces – and blamed it on the union."*

The College and Union agree that no unilateral changes to wages, hours, terms and conditions of employment can occur until all parties come to the collective bargaining table. The College continues to work with supervisors through training, communication and sharing of best practices to ensure these changes do not occur.

Here are the facts:

- Not every change made in a workplace constitutes a breach of established bargaining obligation. To constitute a unilateral change to the terms or conditions of employment in violation of the NLRA, the change must be 'material, substantial, and significant'.
- The NLRA specifically recognizes that employers must be able to continue to make small adjustments in the workplace to ensure continuity of services, safety or other operational issues.
- The Union brought forward to the College two examples of rule changes in workplaces on campus that it considered unilateral changes.
- The College immediately worked with campus supervisors in both areas and quickly determined no unilateral changes took place.
 1. In the first case, the information outlined in a handout offered to student workers simply highlighted information already existing in the current library handbook.
 2. In the second case, existing work rules were reworded and reordered for enhanced clarity and advice for remaining healthy was included.
- No workplace changes occurred in either example. The College is committed to investigating any additional examples that UGSDW wishes to bring forward.

Finally, UGSDW accuses the College of employing "legal jargon and circular delay tactics". In fact, the College remains ready and willing to set ground rules for and begin collective bargaining and is working with the Union to continue those discussions.