

# **Grinnell College Proposal for DRAFT Contract Provisions**

## **Shared with UGSDW October 13, 2022**

### **ARTICLE 1—RECOGNITION**

**1.1 Exclusive Representative.** The College recognizes the Union as the exclusive representative of the Grinnell College Students employed by Grinnell College. The term "student workers" 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 as non-exempt, hourly employees. The term "student workers" does 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, (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, non-exempt hourly employees of Grinnell College.

### **ARTICLE 2**

[Reserved]

### **ARTICLE 3—COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES**

**3.1 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 NLRA, FERPA, financial aid regulations, privacy regulations, and other state and federal laws and regulations.

**3.2 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 or defame (through libel or slander) individual members of the College Community, are scandalous, vulgar or demeaning, created with the intention of harming an individual's reputation, or otherwise violate the Student Handbook.

**3.6 No Strike, No Lockout.** During the terms of this Agreement, the student 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 student employee participating in such conduct is subject to discipline and may be discharged from their employment 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 (UMC) to meet to discuss workplace conditions and any other matters that arise in the administration of this Agreement.

## **ARTICLE 4—JUST CAUSE**

**4.1 Just Cause.** Student employees shall not be disciplined or discharged without just cause.

**4.2 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 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.

**4.3 Just Cause: Progressive Discipline.** The following shall constitute just cause for progressive discipline: (1) violation of this Agreement; (2) violation of the Student Handbook; (3) violation of the Student Employment Handbook; (4) violation of workplace rules; (5) tardiness, excessive unexcused absenteeism; (6) Excessive personal distractions (e.g. cell phone usage,

friends visiting, internet play, etc.); (7) and violation of this Agreement or College Rules outlined in the Student Handbook, Student Employment Handbook, or workplace work rules. The College's progressive discipline process will take into account the student employee's work record and the totality of the circumstances concerning any conduct that might lead to discipline and separation from employment. The College's progressive discipline process will provide a student employee two written warnings before imposing discipline or job separation.

**4.4 Union Presence.** Student employees 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 employees of this right before any such formal disciplinary meeting. Student employees 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 Academic Freedom.** Based upon fundamentals of academic freedom, the just cause, grievance and arbitration provisions of this Agreement shall not apply to student employees who perform jobs supporting faculty or staff related to course work for which academic credit is awarded. This exclusion applies to research assistants, teaching assistants, mentors and graders who are performing these duties related to a course for which academic credit is awarded. All other provisions of this Agreement shall apply to these positions.

**4.6 Service Learning Work Study.**

[Reserved]

**4.7 SGA & SPARC.**

[Reserved]

**ARTICLE 5—UNION SECURITY**

**5.1 Student Employee Roster.** The parties recognize that to fulfill its obligation to represent student employees under this Agreement, the Union should have access to the names and contact information of student employees covered by this Agreement. The parties recognize and agree that student employees may choose to keep their contact information confidential pursuant to the Family Education Rights and Privacy Act (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. Such report shall include the student employees' names, e-mail addresses, phone numbers, and dates of hire or termination. Each semester, the College shall provide a spreadsheet report listing all student employees covered under the Agreement. Such report shall

include the employees' names, e-mail addresses, phone numbers, and job classifications (including whether or not the employee is a Student Leader). The parties recognize and agree that student employees may choose to keep their contact information confidential pursuant to the Family Education Rights and Privacy Act (FERPA) and Section 5.3 of this Agreement.

**5.3 FERPA Waiver.** All new student employees shall be required to complete a FERPA Waiver request form as a part of their employment onboarding affirming or denying the union access to their educational records. Student employees 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 employees shall be provided electronically with a copy of this Agreement. 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. 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 controversial in nature. The Union agrees it will not engage in general distribution, or posting by student employees, of pamphlets, advertising or political matters. The Union will remove any posting in violation of section 3.5 of this Agreement.

**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.

## ARTICLE 6—WAGES

[reserved]

## ARTICLE 7—GRIEVANCES

**7.1 Grievance definition.** A grievance is a written dispute, claim or complaint arising under this Agreement and is filed by either an authorized representative of or a student employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the express provisions of this Agreement.

**7.2 Grievance timing.** No grievance shall be filed or processed based on facts or events that have occurred prior to three (3) calendar days before the grievance is filed.

**7.3 Grievance filing.** Grievances shall be filed with the student employment office.

**7.4 Arbitration.** Either the Union or the College may request arbitration of a grievance unsettled at the last step of the grievance procedure.

**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 arbitrator shall be shared equally by the College and the Union. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. No student employee 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 employees and on the College.

## ARTICLE 9—TERM

**9.1 Term.** This Agreement shall commence xxxxxx and shall continue in full force and effect until midnight xxxxxx when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than 105 nor more

than 135 days prior to xxxxxx. In any event, this Agreement shall not be extended beyond xxxxxx except by written consent of the parties.

## **NEUTRALITY AND CARD CHECK**

The College responds to the union's proposal for a neutrality and card check provision by stating that the College has addressed the dignity and safety of faculty and staff in other proposals and responses. As the union does not have the right or responsibility to bargain for individuals not covered by the unit certification, the College will focus on matters that will be addressed in the contract between the parties governing the student employees in the unit certified by the National Labor Relations Board.

## **STUDENT EMPLOYMENT**

As we move forward with the bargaining process, Grinnell College intends to bring forward additional proposals for consideration by the Union. While the College will not make any unilateral changes to wages, hours and terms and conditions of employment without first bargaining with the Union, there are a number of opportunities to enhance how the institution supports students and supervisors in regard to student employment.

The student employment office will be augmented and will be responsible for updating and publishing a single unified student employee handbook that ensures compliance with the results of these collective bargaining negotiations. That handbook will be supplemented by work rules specific to each workplace. For example, students will not be allowed to start work until they have completed an on boarding process that outlines both College-wide workplace rules and ensures workplace-specific training.

As outlined in the bargaining interests shared at last week's session, the College seeks to focus resources on students with financial need. This will require more deliberation about the creation of student employment opportunities and creation of a policy under which students with financial need will be given first priority in the hiring process. Some of our peer institutions have already adopted such policies.

Additionally, the College intends to put forward a proposal outlining the unique considerations involved in the job creation, hiring, and oversight process as it occurs in Service Learning, SPARC, and SGA.