

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

**Comprehensive UGDSW
Bargaining Proposals with
College Response**

**as of
3/23/2022**

On March 15, 2023, the Union of Grinnell Student Dining Workers provided Grinnell College with a comprehensive contract proposal for the first time.

In an effort to expedite bargaining, the College has outlined its positions on the Union's proposals below and included a copy a comprehensive counter proposal offered by the College for reference.

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

- **Proposal Accepted in Whole**
- **Proposal Accepted in Part**
- **Proposal with Legal Issues**
- **Proposal with Academic, Technological or Operational Issues**
- **College Cannot Agree to Proposal**
- **Proposal is Outside the Scope of the Negotiations**

Because UGSDW would not agree to working from a single document, not all proposals in the College and Union's proposed contract match. In those cases this document outlines proposals missing from the Union proposal requested by the College, or reference a different section of the College's proposal.

ARTICLE 1—RECOGNITION

Union Proposal

Section 1.

Section 1. Grinnell College (the “College”) recognizes the Union of Grinnell 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 also include non-degree seeking high school students who are currently 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.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: Following certification with the NLRB, the College agreed to amend the recognition clause of this contract twice. First to include Community Assistants, and then again to include Overnight Host Coordinators (Admission) and grant funded positions. While highly-unusual, the College agreed to these amendments because the positions met the spirit of the definition agreed to upon ratification of the neutrality agreement. The Union has now asked that high school students be added to the unit description. This request materially alters the scope of the unit, which only includes degree seeking individuals who are enrolled as undergraduates at Grinnell College. Since the neutrality agreement, the College has not been willing to consider non-students as a part of the unit and will not consider the request to add high school students.

The College’s intent is to honor the unit description as outlined in the neutrality agreement as amended twice. Moreover, high school students do not have a community of interest with Grinnell College students and are thus properly excluded from the unit.

Union Proposal

a. 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.

b. 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.

c. Workplaces 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 at Grinnell College pursuant to their obligations as employees of Grinnell College. The term “Workplaces” shall be limited to the locations identified in Appendix B.

COLLEGE RESPONSE: Proposal Accepted in Whole

ARTICLE 2 – UNION RIGHTS

COLLEGE RESPONSE: Proposal Accepted in Part (article title)

COMMENTS: As the College is an equal partner in this agreement, we insist this article be titled “COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES”

Section 1.

- a. **Student Worker 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.
- b. **New Student Orientation.** 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.

During the New Student Orientation Employment Paperwork Session, the Union shall be provided with a table either inside the room in which the Employment Paperwork Session is held or directly outside of that room. The Union may use the provided table for recruitment efforts consistent with this Agreement.

- c. **Consolidated Orientation Sessions.** Following each Consolidated Orientation Session, the Union shall be allowed 30 minutes to provide an informational presentation to the student workers attending the session. The College shall inform all student workers attending each Consolidated Orientation Session of the occurrence of any following informal presentation. Student-worker attendance at the Union’s presentation shall be voluntary and unpaid. The Union’s presentation shall comply with this Agreement. The Union shall receive 30-days’ notice of all Consolidated Orientation Sessions.
 - a. For purposes of this Agreement, a “Consolidated Orientation Session” shall be defined as the first orientation or training session held each academic semester for each workplace listed in (Workplace List Appendix). This meeting may count towards the mandatory hour of workplace specific training per (Health and Safety Section 1.a).
- d. **Unconsolidated Orientation.** Following each student-worker’s Unconsolidated Orientation, the College shall provide the student with electronic access to an informational presentation provided by the Union. The Union’s presentation shall comply with this Agreement.
 - a. For purposes of this Agreement, Unconsolidated Orientation shall be defined as each student’s first orientation or training session each semester for any workplace not included in (Workplace List Appendix). This meeting may count

towards the mandatory hour of workplace specific training per (Health and Safety Section 1.a).

COLLEGE RESPONSE: Proposal Accepted in Whole

COMMENTS: The College and Union agree in principle to the articles included of Section 1 of the College and Union Rights and responsibilities section of the contract. The College includes nearly identical language in Article 5, Union Security and Dues in its proposal. For simplicity, the College defines a Consolidated Workplace as one that includes a formal orientation/training process as part of the onboarding procedure. **Final agreement on all orientation provisions above is contingent upon a comprehensive voluntary agreement to final terms on the entire contract.**

Section 2.

Bulletin Boards. The College will designate a clearly visible Union bulletin board in every physical workplace in a prominent location. 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 Part

COMMENTS: The College has agreed to provide a Union bulletin board in every academic and administrative building on campus including: 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.

We agree that these bulletin boards shall be placed in a prominent location. 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 (and will not agree) 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 in return will require the union to refrain from posting any material as described in the College's Union communication clause outlined below, which limits communication that attack, defame, libel or otherwise target individual employees of the College, as well as communication prohibited in the Student Employment Handbook.

Section 3.

- a. **Union Access to Workplaces.** 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.

COLLEGE RESPONSE: Proposal Accepted in Whole

COMMENTS: To provide clarity, the college suggests that written request for permission be sent to the Student Employment Office.

- b. **Union Office.** 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 Accepted in Whole

COMMENTS: While the College expects the Union to act as an independent entity, the need for a secure space to store student data necessitates the provision of an office space. The Union shall be provided with a reasonably furnished office in a location on campus determined by the College. The office will be accessible by Union staff at any time the building is open, and its use shall be limited to official Union business. Based upon available mailboxes, the college will continue to provide access to P.O. Box #5852 in the College mailroom.

Section 4.

- a. **No Surveillance.** 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.
- a. 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; College Cannot Agree to Proposal

COMMENTS: 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, including information on the Union website, social media feeds, and bulletin boards. Many student employees work in public spaces that faculty and staff are required to or entitled to visit in the course of their jobs at the College, including locking and unlocking buildings, eating lunch in the Spencer Grill or the dining hall, and working in the JRC and in academic buildings. 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.

- b. **Space Reservation.** 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.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: 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. As a concession, the College will waive any rental charges associated with booking a space on campus. The College cannot guarantee any specific meeting space or time. The College requests that individual Union members cease and desist from making room reservations as individuals or under the name of other recognized student organizations.

Section 5.

- a. **No Intimidation.** 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.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: 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, verifiably false, prohibited by the Student Handbook or Student Employment Handbook, or detrimental to relationship between the College and its students. Harassment or discrimination under the guise of Union activity will be address as outlined in the Student Handbook and may be subject to the penalties specified in Grinnell's community standards.

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. The College will, of course, comply with the National Labor Relations Act to the extent it does not conflict with other applicable laws.

Section 6.

- a. **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, including, but not limited to, health and safety concerns, and any other matters that arise in the administration of this Agreement.

COLLEGE RESPONSE: Proposal Accepted in Whole

Missing Provisions

The following provisions are not included in the Union's Union Rights proposal. The College insists they are included in the College and Union Rights and Responsibilities article of the final honor the intent of the neutrality agreement.

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 reserves sole judgment regarding issues involving the academic mission of the College and academic freedom. These issues include, but are not limited to (1) conditions and requirements for admission of students to educational or degree programs; (2) matters that pertain to the amount of any tuition, fees, awards or student benefits (provided that they are not terms and conditions of employment); (3) matters that pertain to the merits, necessity, existence, or organizational structure of any academic unit, department, field, program, or course established, eliminated or modified by the College; (4) decisions relating to student financial aid awards and tuition (provided that they are not terms and conditions of employment); (5) decisions relating to the creation and elimination of student-worker positions; (6) decisions relating to the number of student workers employed by the College; (7) decisions relating to the number of internships, research fellowships, or Mentored Advanced Programs and the criteria for the granting of appointments; (8) decisions on students' academic standing or progress (including withdrawal for academic reasons); (9) matters that pertain to degree, academic and certificate

requirements; (10) matters pertaining to course assignment, content, teaching methods and supervision of courses, curricula and research programs.

Nothing in this Agreement shall be construed to limit or impair the right of the College to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following: a) adopt work rules b) manage the College c) discipline or terminate employees, subject to the provisions of Article VII of this Agreement d) schedule work and determine schedules e) decide how to provide dining services to Grinnell College students f) maintain order and efficiency in its plants and operations g) hire, layoff, assign, transfer and promote employees h) determine the qualifications of employees and the content of their jobs.

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 worker 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 harassment on any of the bases covered by state or federal antidiscrimination statutes is unlawful and a violation of Grinnell College policy. Students concerned about violations of the College's nondiscrimination and harassment policy are encouraged to follow Grinnell College's reporting mechanisms. Article 7 shall not apply to this provision.

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, verifiably false, 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.

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

ARTICLE 3—UNION SECURITY AND DUES

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 shall accept dues check-off authorization forms submitted through secure online forms with digital signatures. The Union will establish a secure online platform where these forms can be completed and create an easily accessible link to this platform. The College will provide the link to this online platform during Employee Onboarding. Employees may complete a dues check-off authorization at any time and the Union may submit dues check-off forms it has collected at any time.

COLLEGE RESPONSE: College Cannot Agree to the Proposal

COMMENTS: Without a voluntary agreement on a comprehensive contract, the college cannot agree to a dues check off. 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. Should a checkoff be considered, the College will require hard copy signatures, and will not be able to accept electronic checkoff submissions unless the Union can provide a secure storage option approved by the College's information security group.

ARTICLE 4 – 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, 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

COMMENTS: All students will be required to execute a FERPA release before any information is provided to the union. The college has offered and insists that all information provided to the union will be maintained on a college supported platform to ensure data security. The College will insist that the union sign a data security and non-disclosure agreement.

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. In the presence of an affirmative release, the college is willing to provide names and contact information of students covered by the agreement recognizing student workers may choose to keep their contact information confidential pursuant to FERPA.

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,
- disciplinary actions,
- dates of resignation or termination,
- reasons for disciplinary actions and/or termination,
- records of investigations related to disciplinary actions and/or termination.

As outlined in Articles 5.1 to 5.3 of the College's proposal, the College believes release of these data elements is not possible without a FERPA release executed by the individual student. Even

with a release, the college may not legally be able to release information protected by federal regulation, and that is not in compliance with the data security requirements that an external party would need to meet.

The college is willing to provide names and email addresses of students covered by the agreement recognizing student workers may choose to keep their contact information confidential pursuant to FERPA.

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 written consent of the employee.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: FERPA, HIPAA and other regulations prohibit re-disclosure of information by any third party.

Section 4. Each month, 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, job title(s), workplace(s), department(s), supervisor(s), hire date(s), and employee ID. The Union will be provided Workplace schedule(s) upon request.

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.

COLLEGE RESPONSE: Proposal with Legal Issues

COMMENTS: 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 concerns and legal requirements, the college will not provide more than name and email address for students with a signed FERPA release. 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.

ARTICLE 5—JUST CAUSE

COMMENTS: The Colleges' Just Cause proposal as provided to the UGSDW represents our best and final offer to the Union prior to mediation.

5.1 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.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees to a just cause provision in the contract. However, sections 4.6 through 4.11 outline a set of carve outs for academic workers, the Student Government Association (SGA) and Service Leadership work-study students. To ensure continuity in the classroom academic positions, defined as all (1) Course Assistant, (2) Lab Assistant, (3) Teaching Assistant, (4) Mentor, (5) Research Assistant, (6) Grader, and (7) Tutor positions held by student workers are offered an alternative removal (article 4.8) and contestation (article 4.9) provisions. Academic workers will be offered severance pay as well an expedited contestation process to ensure academic continuity.

Based upon the nature of their positions as volunteers at community partners, Service Leadership work-study positions are not congruent with the just cause and grievance process outlined by the Union proposal (article 4.10). The College may not require third-party organizations to uphold a contract that they are not party to and that may interfere with the community partner's compliance with local, state, and federal regulations pertaining to their mission.

Likewise, as the elected or appointed 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, appointed and impeached within the process outlined in the SGA Constitution (article 4.11). A collective bargaining agreement representing student workers may not supersede a Constitution that may be changed only through a vote by the entire student body.

5.2 Notice of Discipline. 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. If the Union and/or the student worker 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 Part

COMMENTS: 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 (article 4.5).

5.3: Just Cause: Progressive Discipline. Except as set forth in Article 5.3, the College will employ a three-step progressive discipline process:

Step One: The student worker receives an oral warning. The oral warning shall be documented, with notice provided to the student worker.

Informal, undocumented coaching and correction shall not serve as a Step One discipline. The parties acknowledge that informal training and learning are mutual responsibilities of the College and Union.

Step Two: The student worker receives a written warning.

Step Three: The Student Employment office must call a disciplinary meeting which may lead to termination with the student worker after a student worker has received two written warnings. The student worker may request to have a union representative or workplace steward present at the disciplinary meeting. The College agrees to inform student workers of their right to have a union representative or workplace steward present before a disciplinary meeting.

5.3 Just Cause: Immediate Termination. The College may, without prior notice, place any student worker on investigatory leave in order to review or investigate allegations of the following misconduct: (1) Willful falsification of employment application, time card or other College records; (2) Gross negligence that results in material injury to data, 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.

After a student worker is placed on investigatory leave, the College shall perform a factual investigation of the allegations of misconduct. If the College deems the allegations are founded, the student worker may be immediately terminated. Student workers shall receive pay during the investigatory leave. This pay shall be the greater of 1) the amount which the student worker would have earned had they not been placed on investigatory leave, based on their scheduled hours, or 2) the amount earned by the student worker during the last full pay period prior to the investigatory leave, prorated by the number of days the student worker is placed on investigatory leave.

Article 5.2 shall not govern terminations pursuant to this Section.

5.4 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.

COLLEGE RESPONSE: Proposal Accepted in Whole

ARTICLE 6—WAGES

COMMENTS: The College's Wage proposal as outlined in Article 6 of the proposal provided to the Union is the College's best and final offer prior to mediation. The wage increase offered in Article 6 represents a 61% wage increase for most student workers in the first year, and 71% after full contract implementation.

Section 1. Base Wage. The following is effective the first full pay period after January 1, 2023. Employees covered by this Agreement shall be paid a base hourly wage of \$18.50 per hour.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The Union and College both agree that student workers at Grinnell should earn a higher wage. We need to work to identify an appropriate wage within the context of the financial aid program at Grinnell, local and regional market conditions as well as a review of our peer institutions. Grinnell College's student wage philosophy aspires to provide an hourly wage to student that is comparable to the average hourly wage paid by our peer colleges in the Midwest (\$11.28) and factors in the average wages paid by Iowa Private Colleges (\$8.61) and local and regional market conditions. A base rate of \$18.50 per hour, with opportunity for significant increases depending upon the timing and type of shift does not meet this interest. A senior student, working on campus could expect to earn up to \$25.00 per hour under the union proposal.

The College, in alignment with the Union's interest, has proposed single universal wage rate of \$13.25 for all positions covered by the contract. This represents a 61% increase over the current wage structure. The contract includes a 2% annual wage increase through 2026-27 resulting in a 71% wage increase over four years. Additionally, student wages are tax protected, which increases each student's overall earning power.

Section 2. Tuition Adjustment. For the purposes of this article, academic year refers to the period of July 1 to June 30. In following academic years, using dates provided from Grinnell College academic school years, the wage shall increase by the same percentage as tuition.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: As outlined in the College's "[Student Employment and Wages in Context](#)" presentation to the Union tying wage increases to the increase in annual tuition increase is not appropriate for many reasons. First, as outlined in the presentation, the student expectation from employment (as part of a financial aid package) has decreased over time as a percentage of the comprehensive fee. Instead, the College raises grant aid to assist with tuition increases. The use of increased wages to cover tuition increases would unfairly benefit students with no financial need and would harm students with significant financial need.

Wage increases must be mindful of the economic circumstances of the environment in which they are offered including the local prevailing wage and market-rate compensations.

Section 3. Seniority Pay. An employee who has worked 70 hours or more in a semester shall be paid an additional \$0.75 per hour. Each additional semester in which an employee works 70 or more hours shall result in an additional \$0.75 per hour wage increase. Semesters in which an

employee works 70 hours or more need not be consecutive. For the purposes of this Section 4.3, each "semester" runs from July 1 through December 31 or from January 1 through June 30.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal crosses workplaces and does not consider where the hours were worked. Additionally, it does not take into account the number of hours that students should work as a part of their aid package (120) in order to meet their work-study award. In accord with the College's policy that student workers are students first, policies that incent students to work an excessive number of hours are in conflict with the academic mission.

The College's universal rate is offered to provide consistency across student employment positions.

Section 4. Wage Increase. Nothing in this section shall be read to preclude the College from raising wages for all Employees, provided the College provides proper notice to the Union and the Union receives the opportunity to bargain over the increase.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees that it retains the right to increase student wages at any time, after consulting with the union.

Section 5. Understaffing pay. The College and the Union shall create an Understaffing Committee that will establish an ideal staffing level, an understaffed staffing level for each workplace and training needs. If the staffing level for the pay period is beneath the ideal staffing level, workers shall be paid an additional \$1.00 per hour. If the staffing level for the workplace is beneath the understaffed level, workers shall be paid an additional \$1.50 an hour, in addition to the increase from the sub-ideal staffing level.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

COMMENTS: Determining ideal staffing levels is dependent upon workplace, time of year, day, student commitments and sometimes the required time for the shift. It is not administratively possible to operationalize a system that fairly applies uniform standards to identify ideal and understaffing levels.

Section 6. Special Designated Shifts. Any shift that takes place, in part or in whole, between the hours 8:00 pm and 8:00 am, shall be a Special Designated Shift. Nothing in this section shall be read to preclude the College from designating any shift taking place outside the hours of 8:00 am to 8:00 pm as a Special Designated Shift. Those employees who work a Special Designated Shift shall be paid an additional \$2.00 per hour. Special Designated Shifts shall be clearly designated in the schedule.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: Given the nature of the class schedule and life of the College, shifts occur at all times of the day and are not limited to the hours of 8 a.m. to 5 p.m., Monday through Friday. Many positions require hours outside of these hours, as the College is a 24 hour a day operation.

Many students prefer to work at times of their choosing, for example, a grader may choose when to grade papers. Others, like Community Advisors, may be required to respond to emergencies when on call.

The College's universal pay rate is offered to ensure a fair wage for all students no matter what shift they choose to work.

Section 7. Community Advisors. Community advisors may choose to be compensated hourly at the campus base wage, with guaranteed pay for 16 hours per week, or through the receipt of a room and board grant equaling the total cost of room and board for the academic year. Returning CAs will receive an additional \$500 in experience pay per semester.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College proposal offers to pay Community Assistants via the universal wage outlined in the contract. This policy would become effective during the 2024-2025 school year, as Community Assistants have already signed employment contracts for the 2023-2024 school year. Almost all students with high financial need are already provided grant assistance to cover the cost of room as part of their base financial aid package.

ARTICLE 7 – NON-DISCRIMINATION CLAUSE

- a. Neither the College nor the Union may discriminate against a student-worker on the basis of race, color, ethnicity, national origin, ancestry, caste, citizenship, age, sex, intersex status, gender, sexual or romantic orientation, sexual or romantic behavior, gender identity or expression, marital or domestic partnership status, veteran status, pregnancy, childbirth, breastfeeding and parental status, height, weight, arrest record and conviction/parole status (except in positions that require background checks, records of no moving violations, and that a student worker is not present on the sex offender registry [see Appendix X for a list of these positions]), religion, religious or spiritual beliefs, disability, HIV antibody status, creed, membership or non-membership in the Union or other social or political organizations, or any other protected class.
 - a. For the listed factors, both actual and perceived status are included.
 - b. If the College elects to add another class not listed to their official non-discrimination statement, they must inform the Union within 5 days of this decision. The new class will be added to this contract unless the Union informs the College within 10 days of receiving the information that they do not wish the class to be added.
- b. For all protected classes as listed in Section 1.a.,
 - a. No current or prospective student-worker shall be required to disclose whether or not they belong to a certain protected class except as required by law.
 - b. The College may not ask for this information in their role as employer except as required by law.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with existing state and federal law and is addressed through resources already provided by the College. The College maintains a series of robust protections for students identified in this article through existing offices, [policies](#) and practices. The College cannot have inconsistent, parallel procedures for student workers and students.

- c. 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.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees to provide reasonable accommodation to any employee with a temporary or long term disability through the accommodations process already in place via the Office of Accessibility and Disability Resources.

- d. The College shall provide mandatory diversity and inclusion training for all non-unit employees, except for supported employees.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College already provides this training.

ARTICLE 8 — DIVERSITY, EQUITY & INCLUSION

Section 1. Rights and Protections for Disabled Employees

- a. All websites maintained by the College related to student work or used by employees in the course of their work must be accessible.
 - i. A website is considered accessible if it meets or exceeds the most recent WCAG guidelines.

COLLEGE RESPONSE: Proposal is Outside the Scope of the Negotiations

COMMENTS: The College maintains sole discretion for ensuring all websites meet regulatory and other standards. This is not an issue for collective bargaining.

- b. Employees must have access to wheelchair-accessible and gender-neutral bathrooms at or within a reasonable distance of their place of work. These bathrooms may not be locked with a special key or code unless all bathrooms are locked similarly.
- c. If the College wishes to deny a request for an accommodation, believing it to not be reasonable as defined in the ADA,
 - i. the College must, within 10 days of receiving the accommodation request
 1. Provide a copy of the original request to the Union
 - a. The employee's name shall be kept anonymous unless the employee explicitly allows the College to release their name to the Union. The College must ask the employee if the employee wants to have their name released to the Union and inform the employee that the Union leadership will keep their name and case confidential unless the employee freely consents otherwise.
 2. Provide a rationale to the Union and the requesting employee for why the College believes the accommodation would cause undue hardship
 3. Provide a selection of at least four dates and times within 30 days from their receipt of the request that the College and the Union may meet to discuss the accommodation. These times may be negotiated if the Union does not find any of the times suitable.
 - ii. Within 30 days of receiving the accommodation request, unless the Union or the requesting employee withdraws the request or declines to contest the College's refusal of the accommodation or both the Union and the College agree to a longer period for a case, the Union and the College must meet to discuss the accommodation.
 1. This meeting must consist of at least two (2) people representing the College who are not members of the Union and at least two (2) Union members.
 - a. Neither the representatives of the College nor the representatives of the Union may outnumber the other by more than one (1) person.
 - b. The requesting employee may also attend the meeting, but they do not count as one of the Union's representatives.
 - i. The College must inform the requesting employee of the meeting and their right to join if they choose to.
 2. If the College and the Union cannot come to a consensus, each shall bring their case to arbitration as specified in the grievance process, who shall make the final decision

- a. The College shall first present their case to the arbitrator within 10 days of meeting with the Union, unless the arbitrator requests a longer period, and then the Union may present their case to the arbitrator and the College.
- b. The burden of proof shall be on the College to show that the requested accommodation would cause undue hardship.
- c. The College and the Union agree to abide by the decision of the arbitrator.
- d. For circumstances not explicitly covered by this contract, the College must follow the ADA and the recommendations of the EEOC with regards to disabled employees.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with resources already provided by the College and with protections already provided by state and federal law. The College maintains a series of robust protections for students with disabilities, coordinated by the Office of Accessibility and Disability Resources. The College cannot legally provide two different accommodations process for student employees and non-employees.

Section 2. Rights and Protections for Queer Employees

- a. Neither the College nor Union may discriminate based on an employee's consensual sexual or romantic behavior or on their status as a victim of nonconsensual sexual or romantic behavior.
- b. At any time, an employee may inform the College of a change in the employee's name and/or pronouns. The employee may do this through the Registrar or by informing HR via email. For a change in pronouns, the employee may also inform their supervisor. The employee does not necessarily have to be queer to do so.
 - i. The College must update any and all work-related identifiers to the employee's new name and/or pronouns within 10 days of receiving the employee's new information, excluding places that are legally required to have the employee's legal name if the employee's legal name has not been changed and any identifiers that the employee requests not be changed. The employee may not be charged for the costs of updating any of these work-related identifiers. These work-related identifiers may include but are not limited to
 1. Name tags
 2. Bulletin boards
 3. Payroll and NovaTime
 4. Websites and other software related to the employee's position
 - ii. If payroll software is to be updated to the employee's new name, the College must inform the employee that this update may cause complications in payment due to name discrepancies between payroll and bank information and work with the employee to ensure that they can have their new name in the software if at all possible while still being paid in a timely manner.
- c. All physical workplaces must provide name tags with an option for pronouns that employees may wear if they choose.
 - i. Physical workplace shall be defined as a workplace that has a designated and consistent physical space.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with existing state and federal law and is addressed through resources already provided by the College. The College maintains a series of robust protections for students identified in this article through existing offices, [policies](#) and practices.

Section 3. Rights and Protections for Employees of Color

- a. The College and the Union will collaborate and implement specific steps designed to promote equity for students of color. These steps include but are not limited to:
 - i. Meeting and communicating regularly with any student groups that concern students of color, such as the Grinnell Black Student Union and the Asian American Association, inasmuch as these groups are interested in meeting either party in order to assess problems and identify underlying conditions in campus workplaces that negatively affect students of color.
 - ii. Using workplace data and student testimonials to inform future changes to workplace management and training.
- b. For circumstances not explicitly covered by this contract, the College must follow the recommendations of the EEOC with regards to employees of color.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with existing state and federal law and is addressed through resources already provided by the College. The College maintains a series of robust protections for students identified in this article through existing offices, [policies](#) and practices.

Section 4. Protections for Religious and Spiritual Employees

- a. An employee shall be permitted to take any observed high holy days off, provided they provide two weeks' notice to their supervisor, without penalty or discipline.
 - i. If the employee's schedule is changed so that the employee works on an observed high holy day fewer than three weeks in advance of the day, the employee may not be punished or disciplined for taking the observed high holy day off if they provide notice within five days of receiving the new schedule.
- b. An employee must be permitted to take a paid break to observe a prayer or other short religious or spiritual practice that occurs at a certain time during a shift (e.g., at sundown).

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with existing state and federal law and is addressed through resources already provided by the College. The College maintains a series of robust protections for students identified in this article through existing offices, [policies](#) and practices.

Section 5. Violations of DEI

- a. For all grievance procedure cases regarding discrimination and DEI, the burden of proof shall be on the entity accused of violation.
- b. Restorative justice practices rather than punitive should be followed for issues regarding DEI and discrimination, excluding violations covered by the immediate termination clause, including but not limited to between an employee and a supervisor and between employees.

- c. An employee alleging a violation of DEI or nondiscrimination may request to be moved, or to have the alleged violator if they are a student-worker moved, to another workplace at the same hourly pay or to another shift(s) while an investigation takes place. The College must make every attempt to honor this request.
 - i. This move may be permanent at the request of the employee.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal is redundant with existing state and federal law and is addressed through resources already provided by the College. The College maintains a series of robust protections for students identified in this article through existing offices, [policies](#) and practices.

ARTICLE 9 – GRIEVANCE PROCEDURE

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.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees to this provision in principle, but offers alternative, more specific language regarding the definition of a grievance as well as a grievant in Articles 7.1 and 7.2. For clarity, the College proposal also defines a working day to eliminate any confusion. **The College’s Grievance proposal in Article 7 of the proposal provided to the Union is the College’s best and final offer prior to mediation.**

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. A failure of the Union to meet its deadlines, including failure to meet, will result in dismissal of the grievance.
- 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 twenty (20) working days after knowledge of the action that allegedly violated the contract.
- e. Repeated Violations. In grievances involving repeated actions that are alleged violations of the agreement, the time for filing a grievance shall run from the most recent of such repeated actions. Only in the event that there are lost wages as a result of repeated violations of the contract will there be retroactive application of the Contract.

Section 3: Grievance steps and appeal.

Step One. The aggrieved employee and/or a union representative shall raise the grievance to a supervisor in writing within twenty (20) working days after its occurrence or discovery. The supervisor or a designee shall meet with the employee and a union representative within ten (10) working days after submission of the grievance in writing and respond in writing within five (5) working days after the meeting.

Step Two. If the matter is not resolved at Step One the grievance will be presented in writing to the Student Employment office within ten (10) working days.

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 Student Employment

Office (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 ten (10) working days of the Union's 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 may be submitted to binding arbitration.

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees to this provision in principle, but prefers the language outlined in sections 7.4 and 7.5 of the College's proposal. These proposals standardize the timing and process of the grievance procedure. **The College's Grievance proposal in Article 7 of the proposal provided to the Union is the College's best and final offer prior to mediation.**

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: College Cannot Agree to Proposal

COMMENTS: 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, including significant conflicts of interest stemming from an untrained arbitrator's personal employment with the College. Other issues include hourly employee restrictions under the Fair Labor Standards Act considerations may keep hourly employees from being able to participate and the significant IRS reporting burden on UGSDW resulting from sharing expenses for the compensation of the arbitrator pool. 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 they cover the cost of the first case, while splitting costs for future arbitration with the Union. The College is not amenable to any proposal that requires it to reimburse employees for lost wages from the college or another employer. **The College's Grievance proposal in Article 7 of the proposal provided to the Union is the College's best and final offer prior to mediation.**

ARTICLE 10 — HOURS AND OVERTIME

Section 1. Working Hours.

- a. **Hours While School is in Session.** Student workers are subject to a twenty (20) hour per week limitation for their campus jobs, while school is in session.
- b. **Hours During Breaks.** During academic recesses (Fall, Winter and Spring Breaks, and during the summer) student workers are allowed to work up to forty (40) hours per week. With mutual agreement between the student worker and their supervisor, domestic student workers may work beyond the forty (40) hours per week limit. Student workers may decline work beyond the forty (40) hours per week limit without penalty. Student workers who work beyond forty (40) hours per week shall receive the appropriate overtime rate.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The college current proposal concerning hours and overtime is the final and best offer prior to mediation. Anything not included in the College's proposal is not feasible for Grinnell. The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College still stands. As noted in Section 11, "Section 7 [Bargaining Obligation] herein will survive the termination of this agreement and any disputes concerning the parties' obligations under Section 7 shall continue to be resolved through mediation. Section 7 shall expire upon ratification of a collective bargaining agreement." Provisions regarding minimum and maximum hours are inconsistent with Section 7 and not feasible for the College.

Section 2. Overtime. All student workers shall be eligible for overtime under this agreement:

- a. **Weekly Overtime.** Student workers will be paid one and one-half (1.5) times the basic straight time hourly rate plus any applicable premium for all hours worked in excess of forty (40) in one work week, rounded up to the nearest hour.
- b. **Work During Holidays and Scheduled Time Off.** Student workers who work on a named holiday under this agreement shall be paid for a full day at twice the regular rate of pay. The named holidays include, New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas Day, and Christmas Day. Further, student workers must be given the opportunity to take off religious high holy days without penalty as laid out in the Discrimination and Diversity, Equity, and Inclusion section of this agreement and if they choose to work on these days, they will receive twice their normal rate of pay.
- c. Barring extraordinary circumstances, student workers shall not be asked to perform work during previously scheduled time off. Student workers shall be paid at twice their regular hourly rate for all work performed during approved time off, rounded up to the nearest hour.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College will not agree to any provisions not included in its proposal. The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College still stands. The College retains the right to determine and limit the maximum number of hours worked per week as well as the holiday schedule.

Section 3. Meal Periods and Breaks.

- a. Meal Breaks.
 - i. Student workers working more than three (3) hours are entitled to at least one (1) thirty (30) minute unpaid meal break per shift.
 - ii. If the student worker's meal break falls during a college designated meal hour, the student worker shall receive a free meal.
 - iii. Student workers working less than three (3) hours are not required to receive a meal break.
- b. Breaks. Student workers shall receive a minimum of one (1) paid fifteen (15) minute break for every three (3) hours, or fraction thereof, worked by the student workers in any given shift.
- c.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The college current proposal concerning meal and break periods is the final and best offer. Anything not included in the College's proposal is not agreeable to Grinnell. The college proposal outlines the need for a 15 minute break for each four hours of consecutive hours worked in a single workday.

Section 4. Scheduling.

- a. **Guaranteed Hours.** Student Workers will be guaranteed a minimum number of hours per week upon their hire to a specific position. Each workplace's minimum hours should be the same for all Student Workers. This number will be made clear to Student Workers upon their hire and will remain in place throughout the semester/year. The existence of this minimum shall in no way limit a Student Workers' ability to work more than this stated minimum, additional hours will be subject to workplace rules. These hours are guaranteed regardless of season, staff density, or any other temporary workplace change.
 - i. **Changes in Guaranteed Hours.** The Union will be given the opportunity to bargain over the decision to change the minimum guaranteed hours in a workplace after the start of the year/semester.
 - 1. A reduction in guaranteed hours may not occur to the first month of each semester.
 - 2. Student Workers must be notified of any such change two (2) weeks in advance of it going into effect.
 - 3. All Student Workers whose hours worked per week are reduced by such a change in guaranteed hours will be given the opportunity to make up those hours in another position with equal hours at the same rate of pay.
- b. **Minimum Hours.** If a student workers reports to work on a scheduled work day for a shift of one (1) hour or more, but is sent home before completing their scheduled work shift, they will receive pay for the time of the full scheduled shift at their regular straight-time hourly rate unless they (a) have been notified not to report for work; (b) they leave work voluntarily before completing the time scheduled; or (c) they are placed on investigatory leave, per Article 4.3 (Investigatory Leave) for cause due to events that occurred the same day.
- c.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The college current proposal concerning hours and overtime is the final and best offer prior to mediation. Anything not included in the College's proposal is not agreeable to Grinnell. The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College is still in effect and sets the conditions for bargaining

for both sides. Provisions regarding scheduling, guaranteed hours, etc are inconsistent with Section 7 and not agreeable to the College.

ARTICLE 11 — HIRING AND TRAINING

HIRING

Section 1. Offer

- a. When hiring, the College shall communicate in writing the following information before asking a student to accept or reject their appointment: appointment title, workload and hours, hourly wages, supervisor name and contact information (including phone number and email), effective dates or duration of the appointments, hiring unit, hiring unit contract, and a comprehensive listing of required duties. This shall be done in a timely manner in order for the worker to make any necessary preparations for the position.

Section 2. Onboarding

- a. The College shall work with the Student Worker to ensure that hiring and onboarding is completed in a timely manner so that Student Workers can begin working at the start of their assignments. This shall include clearly communicating the college's onboarding policies, including all necessary steps to be completed by the Student Worker, no later than three [3] working days after an Student Worker accepts an appointment.
- b. Student Workers shall be paid no later than 28 days after starting work.

Section 3. Workload

- a. Student Workers shall not be required to perform a service outside of the listing of required duties as noted in the offer. Required meetings and office hours will be held on campus or on the normal job site.
- b. Student Workers shall not be required to work more or fewer hours than specified in the offer, but should be allowed to work more or fewer hours on a voluntary basis.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College is still in effect and sets the conditions for bargaining for both sides. Provisions regarding college operations such as hiring, onboarding and workload are inconsistent with Section 7 and not agreeable to the College.

TRAINING

Section 1: Workplace Training

- a. Student Workers for whom training is necessary to ensure the health and safety of themselves and/or others must receive training prior to the start of their first shift. Their training must occur during designated training times before they start working regular shifts.
 - i. This includes any job which currently receives First-Aid training of any kind and Food Safety training.
 - ii. ACESS and Harris Event Staff must receive training on alcohol poisoning, overdoses, conflict deescalation, and other issues that may arise at all-campus events.
- b. Any and all Trainings and Certifications which are required for Student Workers must be provided or facilitated by the College at no cost to the Student Workers and in a timely manner.
 - i. Students who have received trainings and certifications applicable to their Grinnell employment may be permitted to forego retraining under Grinnell supervision, provided that the College has established that the outside training was sufficient, either because it was administered by a nationally recognized

organization (such as the Red Cross) or because the College has personally assessed the skill of the Student Worker.

1. Student Workers who have received adequate training prior to or outside of college employment which the college deems adequate to forgo further training, shall receive a one-time lump sum upon hire to cover cost of training if they can provide a receipt of purchase for that training.
- ii. Student Workers have the right to request training at any point if they feel that they lack the skills to adequately fulfill their responsibilities. If this training occurs outside of their scheduled work hours, they will be paid their normal hourly rate for all extra hours worked.
 1. This request must be made via email sent to their direct supervisor as well as the Student Employment office. Their direct supervisor will be responsible for assessing the need and approving the training.
- iii. Key instructions including but not limited to safety instructions and instructions for a task that is performed daily must be provided to students in both a verbal format and an accessible electronic written format. They may also be provided in an accessible written paper format.
 1. For electronic documents, the document is considered accessible if
 - a. It is able to be read by a screen reader
 - b. It is in a dyslexic-friendly, sans-serif font
 - c. The font is at least 12 pt
 - d. The text is high-contrast, at least 4.5:1
 2. For paper documents, the document is considered accessible if
 - a. It is in a dyslexic-friendly, sans-serif font
 - b. The font is at least 12 pt
 - c. The text is high-contrast, at least 4.5:1
 - d. An accessible electronic copy is provided, either alongside the paper document or upon request
- iv. All campus jobs shall have a two (2) week training period during which student workers may not be fired or disciplined per the (progressive discipline section) for failing to perform the duties they are being trained on. This does not preclude proceedings initiated according to section 4.3 of the Contract (Investigatory Leave).

Section 2: Training Regarding Changes Made in the Workplace

- a. In the event that new or revised responsibilities are added to a job, or the use of new software or equipment is required for the fulfillment of existing responsibilities, Student Workers shall receive training covering these changes and be given reasonable opportunity to become adept at them in the workplace.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College's current proposals regarding training including articles 3.8 and 3.9 of the College's proposal are the best and final offer prior to mediation.

ARTICLE 12 — HEALTH AND SAFETY

Section 1. Training and Safety

- a. **Training.** All new student workers 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 will consist of training specific to a particular workplace and the procedures and skills relevant to the student worker's job duties.

COLLEGE RESPONSE: Proposal Accepted in Whole

COMMENTS: The College's current proposals includes 1 hour of general training and 1 hour of workplace specific training in sections 3.8 and 3.9 of their contract proposal. **The College's Health, Safety and breaks proposal in Article 8 of the proposal provided to the Union is the College's best and final offer prior to mediation.**

Section 2. Infectious Disease Safety

- a. **Notification.** The College will notify the Union of changes to Covid-19 protocols in the workplace and provide the Union with the opportunity to bargain over the proposed changes insofar as they affect student workers' working conditions.
- b. **Contact Tracing.** In cases where workplace supervisors or the student employment office are made aware that a Student Worker has tested positive for Covid-19, the Student Employment office will send an email to all Student Workers who have shared shifts with that Student Worker in the last 5 days to inform them that they may have been exposed and should seek testing. This email would not reference the sick Student Worker by name and would be sent as soon as the Student Employment office is aware of their illness.
- c. **Masks.** Employees shall be provided an adequate supply of masks of the KN-95 variety.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: 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. These safeguards may vary based on the individual workplace and are subject to compliance with OSHA regulations (for example, the prohibition of food and drinks in laboratories, the requirement for appropriate safety equipment when working with chemical compounds or biological samples, and similar situations).

Section 3. Health-Related Workplace Protections for Disabled Workers

- a. The college agrees to comply with all protections legally provided to workers under the ADA, and to provide student workers with any accommodations recommended by the campus Office of Disability Services.
- b. The college will include a section in their general workplace training outlining the potential services provided by the Office of Disability Services and how student workers may access them.

- c. The College must inform all student workers of any workplace hazards that may pose a hazard to disabled student workers, including but not limited to flashing lights and loud noises.

Section 4. General Health-Related Workplace Protections

- a. **Workplace Safety.** The College will continue to maintain safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection will be available to all employees during all working hours. Student workers who are injured on the job or suffer occupational injury or occupational illness will be entitled to prompt handling of their claims for referral to such outside insurance carriers utilized by the College for processing claims.
- 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.
- c. **General Protections.** An employee will not be reasonably denied the following accommodations upon request to their direct supervisor, regardless of their disability status or whether their accommodation is registered with the Office of Disability Management. The College may not discriminate based on an employee's decision to use or not to use this technology.
 - i. Employees shall be permitted to use noise-reducing technology, including but not limited to noise-canceling headphones and earplugs, except when working in a position which is primarily customer-facing.
 - ii. Employees who work in a position that requires them to stand in one place for ten minutes or more must be provided a chair with a back to use upon request. The College must inform them that chairs are available for their use.
 - iii. Employees may 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 must 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.
 - iv. Employees must be permitted to drink water during their shifts. If drinking in the employee's workspace would be considered hazardous, employees must be permitted to take a short, paid break in a nearby safe space to drink water. The College must inform the employees of this right.
 - v. Employees may temporarily remove themselves from the workplace in order to perform a medical procedure relevant to their health and safety. The College may not question an employee who takes this medical break about the purpose or details of the break and may not make unnecessary comments about the break. The College must inform the employee of their right to this break. This medical break must be paid.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: Grinnell is legally obligated to ensure workplace protections are afforded as required by the Americans with Disabilities Act (ADA), OSHA regulations 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 Accessibility and 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. **The College's Health, Safety and breaks proposal in Article 8 of the proposal provided to the Union is the College's best and final offer prior to mediation.**

Section 4. Ongoing Health and Safety Collaboration

- a. Health and Safety Jurisdiction of the UMC. 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 the Union Management Committee may be convened to specifically discuss Health and Safety issues, including issues specific to a single workplace and systemic issues that affect the health and safety of Student Workers at large. The College and the Union also agree to meet at the beginning of each academic year to review and update the content of workplace-specific training when relevant to health and safety concerns. Both parties of the UMC agree to address health and safety concerns in an expedited manner and resolve the issues as quickly as feasible. Such meetings shall not constitute nor be used for the purpose of negotiations or discussions of any active grievance. 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.
- b. Emergency Operations Committee. The College will permit one Union representative to sit and serve as an active member on the Emergency Operations Committee whenever it is convened.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: 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. UGSDW have been tentatively offered a seat on the College's Safety Committee. 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.

ARTICLE 13 — LEAVES OF ABSENCE

a. Sick Leave and Medical Leave

i. Paid Time Off

1. Student workers who are unable to work a scheduled shift for any reason shall receive paid time off. All student workers will receive up to eight (8) hours of PTO per semester. Student workers will receive the rate of pay they would have received for their scheduled shift when using PTO.
2. Student workers who work 70 hours or more in a given semester shall receive an additional four (4) hours of PTO per semester.
3. Unused PTO will roll over from semester to semester.
4. Any student worker who is absent from a scheduled shift due to the student worker's infection with COVID-19, as confirmed by proof of a positive test or physician's note, will be paid for such lost time.

ii. Mental Health Pay

1. Student workers will receive mental health pay as needed for self-care and to ensure their emotional well-being. All student workers will receive up to eight (8) hours of mental health pay per semester for absence during scheduled shifts.
2. Student workers who work 70 hours or more in a given semester shall receive an additional four (4) hours of mental health pay per semester. Student workers will receive the rate of pay they would have received for their scheduled shift when using mental health pay.
3. Unused mental health pay will roll over from semester to semester.

iii. Unpaid Short Term Sick Leave

1. Upon their request, student workers shall be permitted to take additional unpaid sick leave in the event of an illness, injury, or other medical complications.
2. The student worker will not be required to provide the Employer with a written doctor's note to take unpaid sick leave.
3. In situations where the illness or injury occurs during a training period, alternative arrangements for training will take place.
4. The Employer cannot compel, through threat of discipline or discharge, any student worker to return to work if they are or reasonably suspect that they are contagious or they are not recovered enough to return to work without undue pain or discomfort caused by their injury or illness.

iv. Long Term Leave

1. Requests for Long Term Leave without pay, in instances where a student worker has been incapacitated due to illness, injury, or other medical complications for longer than one (1) week, shall not be unreasonably denied. This leave of absence may extend until the end of the academic year and would guarantee that the student worker may return to their original position as soon as they are able. In cases where a replacement hire must be made during their leave, such that their original position may be permanently filled upon their return to work, the student worker will be offered a position of equal pay and standing as soon as one becomes available.

v. Additional Justifiable Reasons for Leave

1. Student workers shall also be permitted to take any of the forms of leave listed in the above sections (Section 1.a,1.b,1.c) for the following reasons:

- a. The birth of a child and to care for the newborn child within one year of birth;
- b. The placement with the student worker of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- c. To care for the student worker's spouse, child, or parent who has a serious health condition.

b. Bereavement Leave

i. General

- 1. Student workers will, upon notifying their supervisor, be allowed to take bereavement leave for the death of family member or close friend of five (5) days where they were scheduled to work. Family member is defined as parents, current or former legal guardians, siblings, spouses, children or step-children, father-in-law, mother-in-law, grandparents or domestic partners. During this leave, they will be compensated for all their scheduled hours at their normal wage. If the student worker must travel more than one hundred and fifty (150) miles one way to visit their family or close friends, they will be allowed seven (7) days of paid leave.

ii. Additional time

- 1. Student workers may take additional unpaid time-off beyond the initial bereavement leave upon notifying their supervisor.

c. Municipal Obligations

i. Jury Duty

- 1. Any student worker who is summoned and reports for jury service will be excused from work for the days on which they serve as jurors and will receive full compensation for the scheduled hours they would have otherwise worked. The employee may retain any jury service pay they receive from the court.
- 2. ii. The employee must give the supervisor notice of their jury summons as soon as possible and be ready to provide documentation confirming the legitimacy of these summons.

ii. Participating in Nation, State, or Municipal Elections

- 1. Student workers whose scheduled hours prevent them from voting in National, State, or Municipal elections will be allowed to take one (1) day with pay to leave work and go vote.
- 2. They must arrange this voting time with a supervisor at least one (1) day before voting.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College has no plans of issuing a leave of absence proposal.

Unlike most of the graduate level positions, undergraduate student employment positions, including those at Grinnell College are both part- time and temporary. At Grinnell, the average student works less than 5 hours per week. Extending leaves to individuals in these positions is inherently inequitable due to the variable and fluctuating hours worked by undergraduate students.

The College, seeking to promote a student first atmosphere, believes that student employees may be excused from scheduled shifts consistent with the College procedures for being excused from classroom obligations, while taking into account the individual needs of students and workplaces.

ARTICLE 14 - PAST PRACTICE

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 cannot honor any practices not in the collective bargaining agreement, student employment handbook or work rules cannot be honored. The disparate nature of the workplaces in the student employment program, supervisor turnover, student transitions, and changes in operations due to the pandemic have all made it impossible to honor past practices. Maintenance of standard provisions is not possible due to specific workplace requirements, such as adherence to food safety standards, laboratory safety, OSHA regulations, etc.

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

ARTICLE 15 — SANCTUARY CAMPUS

Section 1

Federal Immigration Agents, Immigration and Customs Enforcement (ICE), the Department of Homeland Security (DHS), Customs and Border Protection (CBP), the Federal Bureau of Investigation (FBI), Grinnell Police Department (GPD) Officers, or any equivalent federal, state, or local agencies shall not be permitted on College property or in any building where employees covered under this Agreement perform work for the College, except in the case that a legal warrant signed by a judge has been presented and reviewed by the College and the Union.

Section 2

The College will require that any federal immigration agent, Department of Homeland Security agent, Customs and Border Protection agent, Federal Bureau of Investigation agent, Grinnell Police Department officer, or any agent from an equivalent federal, state, or local agency comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any Employee. In the event that the College is served with a validly executed Search or Arrest warrant, the College shall arrange for a questioning of Employees to occur in as private a setting as possible in or outside of the workplace. The College will notify the Union if the College learns of an immigration or criminal investigation regarding an Employee.

Section 3

The College shall not keep any records on the immigration status of its Employees, except as required by law.

Section 4

The College shall:

- a. Refuse to assist federal ICE authorities in deportations or immigration raids; except in the case a legal warrant is presented
- b. Refuse to answer questions posed by ICE officials regarding the immigration status of current students; except in the case a legal warrant is presented
- c. Refuse to report to any federal immigration agency or enforce immigration law; except in the case a legal warrant is presented

Section 5

- a. Disarm the department of Campus Safety of any weapons capable of deadly force, such as guns and tasers.
- b. Ensure that all-campus events are staffed by at least 1 Employee for every 20 expected event attendees. Events will be staffed by Employees from All Campus Events Student Security (ACCESS) and/or Harris Center Event Staff, and not Campus Safety officers.
- c. Campus Safety officers, except for Student Campus Safety Dispatchers who are entering Their own workplaces, will be required to possess a signed warrant to enter workplaces where Employees are on duty.
- d. End any and all ties to local law enforcement (the Grinnell Police Department) and other law enforcement (the Department of Homeland Security, Immigration and Customs Enforcement agencies, etc).

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College recognizes that the College's bargaining obligation with the union is limited to wages, hours, terms and conditions of employment. This proposal is beyond the scope of mandatory bargaining and will not be considered by the College.

ARTICLE 16 — VISA AND IMMIGRATION

Section 1. In cases where an Employee is unable to return to the United States as a result of the Employee's immigration status, and for reasons outside of the Employee's reasonable control (e.g., administrative processing), the College shall make reasonable efforts to arrange for the Employee to continue to perform their duties remotely outside the United States, subject to legal restrictions.

Section 2. If the College is not able to lawfully employ or continue to employ an Employee as a result of the Employee's immigration status, the College shall make reasonable efforts to re-employ the employee into their prior position or another position with the same rate of pay if their previous position is unavailable once the Employee has received work authorization or immigration status that lawfully permits them to work as an Employee.

Section 3. Employees shall be granted reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves, their children, spouse, partner, or immediate family member.

Section 4. If an Employee is barred entry to the United States as a result of the Employee's immigration status or national origin, the College will use best efforts to assist the Employee where possible.

Section 5. The College shall complete work authorization documentation for which the College is responsible in a timely manner, so that Employees do not experience delayed start dates, paychecks or benefit coverage.

Section 6. Effective [at the beginning of the term of this agreement], the College shall establish an International Student Employee Accounting and Legal Assistance Fund in the amount of \$10,000 for Academic Year 2023-2024. The Fund shall increase to \$12,000 for Academic Year 2024-2025, \$15,000 for Academic Year 2025-2026, \$18,000 for Academic Year 2026-2027, and \$20,000 for Academic Year 2027-2028. Employees who are resident or non-resident aliens for tax purposes may apply for reimbursement from the fund of any out-of-pocket tax-related and legal expenses. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the College. Unexpended funds may be rolled over to the next academic year, but the total rollover allowed in any academic year cannot exceed 100% of the fund amount of the prior academic year.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College recognizes that the College's bargaining obligation with the union is limited to wages, hours, terms and conditions of employment and limits the Union's ability to bargain over issues involving the academic mission of the College.

As F-1 Visa holders, international students and any immigration issues they may face are directly related to their academic relationship with the institution, not their employment relationship and will not be bargained over. This proposal is beyond the scope of mandatory bargaining and will not be considered by the College.

Non-US citizen (international) students by in large attend Grinnell College on a F-1 visa. F-1 visa holders, by definition, are in the United States to pursue their education. The Office of

International Student Affairs is charged with ensuring that all international students (not just those who choose to work) are provided the services outlined in the sections included in this proposal. OISA works closely with all international students to ensure smooth transitions into Grinnell, monitors visa issues closely, provides required documents, and regularly informs international students of their rights and responsibilities under their current visa status.

The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College.

ARTICLE 17 — SUCCESSORSHIP

Section 1

- a. This Agreement shall be binding upon Grinnell College and its institutional Administration, as well as any successors, assigns, or third parties who directly oversee student work. The College agrees to not reassign or sub-contract bargaining unit work without prior bargaining with the Union, as outlined in Article 18.

Section 2

- a. If the operation of any workplace which employs Employees is assumed by a third party while this contract is in effect, Grinnell College will require them to be bound to the terms of this contract in their dealings with Employees.
- b. Grinnell College will notify the third party of the existence of this Contract prior to entering into any kind of agreement which would convey to them the operation of a workplace.

Section 3

- a. If the administrative or financial structures of the College change in any meaningful, legal way which would make Grinnell College, as a College, discernibly different from the institution which is signing this Contract, the new institution/administration shall be considered a successor to Grinnell College and still be bound to this Contract.

Section 4

- a. The College shall notify UGSDW one hundred eighty (180) days in advance of either a third-party assumption of workplace operation (Section 2) or any legally-meaningful institutional changes to Grinnell College (Section 3).
 - i. The College may require Union representatives to sign a reasonable non-disclosure agreement as a condition of receiving this information.
- b. Should the institutional changes outlined in Sections 2 or 3 go into effect, the College must bargain with UGSDW over how student work would be affected

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College still stands. The College will not agree to any provision that limits its ability to change the way it delivers services to students. The College will retain the right to subcontract any work that he deems appropriate.

ARTICLE 18 — REDUCTIONS IN FORCE

Section 1.

A dismissal to reduce the force, as distinguished from a dismissal for just cause, shall not be made unless and until the College establishes that such dismissal is necessary to ensure the survival of the institution, and all other means of economy have been exhausted, except that there shall be no dismissal as a result of the introduction of new or modified processes or equipment.

Section 2. Process Upon Establishment of Necessity per Section 1

a. Notification

- i. The College shall notify the Union sixty (60) days in advance of any such proposed reduction in force, specifying:
 1. The names of all Employees to be laid off;
 2. Job titles, dates of hire and length of service;
 3. Proposed effective dates of any such reduction in force.
 4. Rationale upon which College relies to establish necessity under Section
- ii. The College must provide the union the opportunity to bargain about any such reduction in force, specifically as they pertain to Student Workers.

b. Expedited Arbitration

- i. If agreement is not reached between the Union and the College on the necessity for the dismissal, and the number of employees and the job titles involved, within thirty (30) calendar days from the aforesaid notice, the issue shall be determined by expedited arbitration under Article 8 (Grievance Procedure).

c. Voluntary Resignation

- i. There shall be no dismissals for a period of thirty (30) days after the necessity for a reduction in force has been established, by agreement or arbitration award, during which time the College will accept voluntary resignations from employees. The number of employees dismissed shall be reduced by the number of volunteers accepted.

d. Rehiring List upon Reductions of Force

- i. Each employee dismissed to reduce the force shall be placed upon a rehiring list. The time an employee spends on a rehiring list shall not constitute a break in continuity of service, but need not be counted as service time in computing seniority

Section 3. Selective Protections

- a. No employee shall be dismissed as a result of the introduction of new or modified equipment, machines, apparatus or processes, automation, software or other means of work. An employee whose displacement may be agreed to shall be retrained at the expense and on the time of the College, and continued in the employ of the College in a suitable job, at no reduction in classification and wage or impairment of benefits.
- b. Nothing in this section shall serve to waive the statutory rights of the Union and the College to demand bargaining on any matter in accordance with law, including any matter which might otherwise be addressed by mutual agreement of the Union Management Committee.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College has no plans of issuing a reduction in force proposal as it falls outside the scope of what may be bargained over by the Union.

The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College limits the bargaining obligation of the College to hours, wages, term and conditions of employment. Specifically, section 7C(5) grants the College full authority over “decisions relating to the creation and elimination of student-worker positions.” In order to ensure continuity of the academic program, the College intends to honor the Neutrality agreement and will not bargain over this proposal as it is in violation of Section 7 of the neutrality agreement.

ARTICLE 19 — STRUCK WORK

Section 1. No employee will be required to handle or perform struck work, including but not limited to by assuming the duties of any employee in another department or division of the College in the event of a labor dispute there, or by assuming new duties to assist in the operation of a department or division within the College where the employees are on strike.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College will not agree to a struck work proposal. Given the process for redress included in the College's grievance proposal, Grinnell will insist upon a no strike clause as a condition of the UGSDW contract. The following no-strike clause was included in the College's proposal to the Union.

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

ARTICLE 20 — BENEFITS: HEALTHCARE REBATE

An employee will be eligible to receive a discount on the student healthcare insurance premiums if they meet the following criteria:

- a. The Employee must be enrolled in and pay for the College's Student Health Insurance Plan.
- b. To receive the Tier 1 discount, an Employee must have worked at least an average of ten (10) hours per week (at least 140 hours per semester) in one (1) prior semester/session in unit position(s) as of or after Fall 2022; and work at least an average of ten (10) hours per week (at least 140 hours per semester) in unit position(s) in the semester in which the rebate is sought.
- c. To receive the Tier 2 discount, an Employee must have worked at least an average of ten (10) hours per week (at least 140 hours per semester) in two (2) or more prior semesters/sessions in unit position(s) as of or after Fall 2022; and work at least an average of ten (10) hours per week (at least 140 hours in the semester) in unit position(s) in the semester in which the rebate is sought.
- d. Tier 1 and Tier 2 discounts:
 - i. Effective January 1, 2023, the Employee shall receive a Tier 1 discount of 50% or a Tier 2 discount of 70%.
 - ii. Effective September 1, 2023, the Employee shall receive a Tier 1 discount of 60% or a Tier 2 discount of 80%.
 - iii. Effective September 1, 2024, the Employee shall receive a Tier 1 discount of 70% or a Tier 2 discount of 90%.
- e. The Employees who meet the eligibility for the discount on student healthcare premiums as described above may also be eligible to receive up to a 10% discount for dependent coverage premiums from the Health Insurance Dependent Premiums Fund. The fund will be administered as described below:
 - i. A maximum of \$10,000 will be made available for each academic year and shall be divided equally between the Fall and Spring semesters.
 - ii. The Employee who purchases dependent coverage under the Student Health Insurance Plan, and provides proof thereof, may, during the subject semester, apply for up to 10% reimbursement of dependent coverage premiums. Actual reimbursement will depend on the number of applications and the funds allocated for that semester.
 - iii. Unused funds, if any, will not carry over to a future semester.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College will not issue or respond to a healthcare rebate proposal as it falls outside the scope of what may be bargained over by the Union.

The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College limits the bargaining obligation of the College to hours, wages, term and conditions of employment. Student health insurance is offered to all students as a condition of enrollment in the academic program at Grinnell. Health insurance is not offered as a condition of, nor is it related to, student employment. As such, this proposal is in violation of Section 7 of the neutrality agreement and will not be considered by the College.

Additionally, this proposal is incongruent with the College's interest of providing resources to students with financial need. For students with high need the cost of student health insurance is already covered by grants offered by the College. Any benefit received would result in a

commensurate reduction of students' financial aid award. This proposal would serve to benefit only a small sub-group of low need students without significant financial aid.

APPENDIX A — DEI DEFINITIONS APPENDIX

- a. Disability
 - i. As defined by the ADA and the EEOC, “a person has a disability if the person
 - 1. Has a physical or mental condition that substantially limits a major life activity (such as walking, talking, seeing, hearing, or learning, or operation of a major bodily function, such as brain, musculoskeletal, respiratory, circulatory, or endocrine function).
 - 2. Has a history of a disability.
 - 3. Is subject to an adverse employment action because of a physical or mental impairment the individual actually has or is perceived to have, except if it is transitory (lasting or expected to last six months or less) and minor.” (<https://www.eeoc.gov/disability-discrimination-and-employment-decisions>)
 - 4. This includes but is not limited to:
 - a. Short-term conditions and non-permanent conditions that affect day-to-day life including but not limited to a broken bone or concussion
 - b. Chronic illnesses and chronic pain, including while the person is not experiencing the effects of the illness or panic. Psychological conditions including but not limited to anxiety disorders, depressive disorders, bipolar disorder, eating disorders, autism spectrum disorder, and attention deficit hyperactivity disorder
- b. Reasonable Accommodation
 - i. As put forth in the ADA and by the EEOC, reasonable accommodations are accommodations that are provided to disabled employees that assist employees in performing the essential functions of their position that do not cause undue hardship on the College.
 - ii. These may include but are not limited to
 - 1. “Making existing facilities used by employees readily accessible and usable to individuals with disabilities; and
 - 2. Job restructuring,
 - 3. Modified or part-time work schedules,
 - 4. Reassignment to a vacant position,
 - 5. Acquisition or modification of equipment or devices,
 - 6. Appropriate adjustment or modification of examinations,
 - 7. Training materials or policies,
 - 8. The provision of qualified readers or interpreters” (ADA Subchapter 1, Section 12111.9)
 - iii. The employee who requests a reasonable accommodation shall be referred to as the “requesting employee” in the sections of this contract that concern reasonable accommodations.
- c. Undue Hardship
 - i. As defined in the ADA,
 - 1. “In general, The term "undue hardship" means an action requiring significant difficulty or expense, when considered in light of the factors set forth in subparagraph [2].
 - 2. Factors to be considered in determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include
 - a. the nature and cost of the accommodation needed under this chapter;

- b. the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility;
- c. the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and
- d. the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.” (Subchapter 1, Section 12111.10)

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: As outlined in other sections of this document, the College intends to utilize the structures it already has in place to monitor and ensure College compliance with the ADA, EEOC and other laws and regulations.

APPENDIX B - NEUTRALITY AND CARD CHECK

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: College Cannot Agree to Proposal

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