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

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

as of
12/7/2022

ARTICLE 1—RECOGNITION

College Proposal

1.1 Exclusive Representative. Grinnell College (the "College") recognizes the Union of Student Dining Workers (the "Union") as the exclusive representative of all student workers of the College. The term "Student Workers" shall include all degree-seeking individuals who are, during the life of this Collective Bargaining Agreement, simultaneously (1) enrolled as undergraduate students, full-time or part-time, at Grinnell College and (2) employed by Grinnell College. The term "Student Workers" shall not include (1) students whose sole employment relationship with Grinnell College is an internship, research fellowshipn P692 (f)1..1 (o)-1.5821.81 Page' is aul6.

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: The College has included a proposal aimed at affording Grinnell College

ARTICLE 3— COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES

College Proposal

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

3.2 Mutual Responsibility. The College and Union agree that they will treat each other with

<u>Union Proposal</u>
Section 1.
a.

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

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

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

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

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

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

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

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

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

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

Should the Union need access to a space that is not generally accessible to students, the College

COLLEGE RESPONSE: Proposal is Not Feasible for the College

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

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

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

ARTICLE 4—JUST CAUSE

College Proposal

4.1 Just Cause. Student workers shall not be disciplined or discharged without just cause. Just cause shall be assessed based upon the seven generally recognized elements of notice,

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

If the student worker contests removal from an academic position and is not reinstated by a finding of either the Department Chair or the Dean of 1.6 (l)-1.6 (eg)4 (e)]TJ [i(o)-1.4 (.9 (e th)-2 (e)7.8) Tw 0

3. Investigation: Did management investigate before administering the discipline?
4. Fairness: Was the investigation fair and objective?
5. Proof: Did the investigation produce substantial evidence or proof of guilt?
6. Consistency: Were the rules, orders, and penalties applied evenhandedly and without discrimination?
7. Appropriate discipline: Was the penalty reasonably related to the seriousness of the offense and the past record?

ii. Other consideration

1. Mitigating circumstances: Were there any conditions that may have been contributing factors that need to be taken into consideration, which would make the offense different from other similar offenses?
2. Progressive discipline: aside from egregious conduct, was there an opportunity to issue a lesser discipline that allows an employee an opportunity to correct issues before issuing a financial burden or separation from employment?

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

RATIONALE: The College agrees that these are the generally recognized components of Just Cause and although they are not generally includedluognizne

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

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

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

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

COLLEGE RESPONSE: Proposal Accepted in Whole or Part

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

d. A disciplinary meeting must be called after an employee has received 2 written warnings.
    i. The College will notify the Union and the employee of any disciplinary or investigatory meeting (e)7.7 ((ry)-5 (m)-7.3 (n)7.1 (e)7.7 (r a(ve)7.7 ((p)8.8 (l)6.4 (e)7.7 (e)0.c)0

employee from all work duties and/or requires the removal of the employee from the premises. The Col

ARTICLE 5—UNION SECURITY AND DUES

College Proposal

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

5.2 Notifications. Each week, the College shall provide a spreadsheet report of all n7.8 (e)6-6.7 (E)menetus

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

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

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

5.10 Dues Check-Off. Each month the College agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unrevoked authorizations are on

Union Proposal

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

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

COLLEGE RESPONSE: Proposal is Not Feasible for the College

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

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

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

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

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

The College will provide the dues check-off authorization forms to all students completing

ARTICLE 6—WAGES

College Proposal

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

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

At the commencement of the finalized bargaining contract all students will be migrated to the appropriate base wage. Each academic year following the initial contract period, student workers in good standing (were not suspended or terminated from a position within the current (i)/TT0(rre)7.0
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Union Proposal

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

ARTICLE 7—GRIEVANCES

College Proposal

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

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

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

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

Step One: The grievant shall raise the concern with the relevan pro (vi)6(i)5.4 (n T-)7 (i)13.4 (se)7.7 (th)-1.9 (
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7.5 Arbitrator Authority. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitrator shall have no power to establish wage rates or to rule on the proper assignment of work by the College.

7.6 Arbitrator Costs. The expenses of the arbitration shall be paid by the party against whom the arbitrator decides. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. No student worker shall be paid for time spent participating in the arbitration process. It shall be the obligation of the arbitrator to issue a written ruling within 20 days after an arbitration hearing. There n he8L04 Tc 0.002 Tw (r)-7.1.artibarbr -7.1.7 ( )-(n (ar)-7 m

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

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

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

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

Step Three. If the matter is not resolved in Step Two, the grievance will be presented to the Vice

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 h

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

COLLEGE RESPONSE: Proposal is Not Feasible for the College

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

Section 3. Health-Related Workplace Protections for Disabled Workers

a. Employees shall be permitted to use noise-reducing technology, including but not limited to noise-canceling headphones and earplugs, while on the job, unless it would be unsafe to do so. The College shall inform employees that they may use this technology. The College will not discriminate based on an Employee's decision to or not to use this technology.
b. Employees who work in a position that requires them to stand in one place for ten minutes or more shall be provided a chair with a back to use if they choose. The College shall inform them that chairs are available for their use. The College will not discriminate based on an employee's decision to or not to use the chair.
c. The College shall inform employees of [illegible]

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

PAST PRACTICE

College Proposal

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

Union Proposal

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

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

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

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

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