

COLLECTIVE BARGAINING AGREEMENT

between

GRINNELL COLLEGE

and

UNION OF GRINNELL STUDENT DINING WORKERS

TABLE OF CONTENTS

ARTICLE 1—RECOGNITION

1.1 Exclusive Representative.

ARTICLE 2—GENERAL DEFINITIONS

2.1 Agreement Definition.

2.2 Student Worker Definition.

2.3 Workplaces Definition.

ARTICLE 3—COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES

3.1 Students First.

3.2 Mutual Responsibility.

3.3 College Rights.

3.4 Non-Discrimination.

3.5 Union Communications.

3.6 No Strike, No Lockout.

3.7 Union Management Committee.

3.8 General Training.

3.9 Workplace Specific Training.

3.10 Notice of Material Changes in Rules or Positions.

ARTICLE 4—JUST CAUSE

4.1 Just Cause.

4.2 Notice of Discipline.

4.3 Just Cause: Progressive Discipline.

4.4 Just Cause: Immediate Termination.

4.5 Union Presence.

4.6 Academic Positions.

4.7 Academic Excellence.

4.8 Student Leadership Work Study.

4.9 Student Government Association.

ARTICLE 5—UNION SECURITY, DATA PRIVACY, AND DUES

5.1 Employment Information Definition.

5.2 Student Worker Roster.

5.3 Notifications.

5.4 FERPA Waiver Request Form.

5.5 Data Security.

5.6 Student-Worker Orientation.

5.7 New Student Orientation.

5.8 Consolidated Orientation Sessions.

5.9 Unconsolidated Orientation.

5.10 Union Office, Filing Cabinet, and Mailbox.

5.11 Bulletin Boards

5.12 Union Access to Meeting Rooms.

5.13 Union Access to Campus.

5.14 Dues Check-Off.

ARTICLE 6—WAGES

6.1 Base Pay Levels.

6.2 Community Advisors.

6.3 Coverage.

6.4 Wage Increase.

ARTICLE 7 —GRIEVANCES

7.1 Grievance Definition.

7.2 Grievant Definition.

7.3 Business Days Definition.

7.4 Grievance Procedure.

7.5 Grievance Timing.

7.6 Arbitration.

7.7 Arbitrator Authority.

7.8 Arbitrator Costs.

7.9 Grievance: Service Leadership Work Study.

7.10 Grievance: Student Government Association.

7.11 Grievance: Removal from Academic Positions.

ARTICLE 8—HEALTH, SAFETY, BREAKS, AND LEAVE

8.1 Work Rules.

8.2 Rest Periods.

8.3 Accessibility.

8.4 Safety Committee.

8.5 Excessive Absenteeism and Leaves of Absence.

8.6 Overtime.

ARTICLE 9—TERM

9.1 Term.

Appendix A

Appendix B

ARTICLE 1—RECOGNITION

1.1 Exclusive Representative. 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, and (2) guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2—GENERAL DEFINITIONS

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

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

2.3 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.

ARTICLE 3—COLLEGE AND UNION RIGHTS AND RESPONSIBILITIES

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 (a) maintains the absolute right to carry out the educational mission of the institution, and (b) 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, subject to the provisions of Section 8.1; (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, subject to the provisions of Section 8.1, (b) manage the College, (c) discipline or terminate employees, subject to the provisions of Article 4 of this Agreement (d) schedule work and determine schedules, (e) decide how to provide 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, subject to the provisions of Section 8.1.

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 and its members shall not engage in communications that violate the College's Student Handbook. The College cannot provide legal advice regarding or protect Union members from potential civil or criminal liability stemming from violation of this provision.

3.6 No Strike, No Lockout. During the term of this Agreement, the Student Workers and the Union agree that they will not engage in any Strike or stoppage of work. Any Student Worker participating in such conduct is subject to discipline and may be discharged from their position for such participation. It will not be a cause for discharge or discipline and it will not be a violation of this Agreement for a Student Worker to refuse to cross a primary labor union picket line at the College's premises that has been established to support a legal strike, provided the picket line is approved by the Union. Nothing in this provision shall be construed to prohibit the Union from engaging in any Non-Strike Demonstration consistent with the policies contained within the Grinnell College Student Handbook. If the Union does engage in any Non-Strike Demonstration, it shall clearly and repeatedly advise all participants that the demonstration is for informational purposes only and cannot prevent or discourage any Student Worker from participating in work.

During the term of this Agreement, the College shall not engage in any Lockout against the Union or the Student Workers covered by this Agreement.

This provision incorporates the following definitions:

Strike: The term "Strike" shall include all concerted stoppages of work, sickouts, slow-downs, walkouts, interruptions, and formation of or refusal to cross picket lines which have the intent or effect of preventing or discouraging student workers from participating in work. The term "Strike" shall exclude all activities constituting a Non-Strike Demonstration as set forth below.

Lockout: The term "Lockout" shall include all lockouts against the Union and lockouts against any and all Student Workers.

Non-Strike Demonstration: For purposes of this Agreement, the term “Non-Strike Demonstration” shall include all protests and demonstrations which do not have the intent or effect of preventing or discouraging student workers from participating in work. The term “Non-Strike Demonstration” shall exclude all activities constituting a Strike as set forth above.

3.7 Union Management Committee. Upon the written request of either party, the College and the Union will 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. Both parties agree to address health and safety concerns in an expedited manner and resolve the issues as quickly as feasible. Should the parties agree in advance on particular agenda items for such meetings, the parties shall facilitate the attendance of individuals qualified to speak on those topics.

In addition to convening on an as-needed basis, the UMC shall meet annually during the spring semester to review, and if appropriate revise, the content of the workplace-specific training set forth in Section 3.9.

3.8 General Training. All Student Workers shall be given annually at least one (1) hour of paid general training at the applicable base wage, as set forth in Section 6.1, before they begin regular employment. This general training will include instructions on time entry and the Student Worker Handbook. A Student Worker shall not receive this general training until the Student Worker’s onboarding paperwork has been completed.

3.9 Workplace Specific Training. All Student Workers shall be given annually at least one (1) hour of paid training specific to their workplace as governed by their respective workplace rules.

3.10 Notice of Material Changes in Rules or Positions. Subject to the limitations provided in this section, the College shall provide the Union with notice of at least twenty (20) days and an opportunity to bargain over the effects of the following changes: (1) changes to the Student Worker Handbook or Workplace Rules that materially alter the essential functions of any Student Worker position, (2) categorical elimination of a student worker position, and (3) reductions in force.

Notice and an opportunity to bargain shall only be required when the aforementioned changes occur during an academic semester or within 15 work days prior to the commencement of an academic semester. Notice provided pursuant to this section shall exclude information protected by Title VII, and Title IX.

ARTICLE 4—JUST CAUSE

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

4.2 Notice of Discipline. Student Workers retain the right to provide or withhold notice to the Union of any disciplinary action taken against them pursuant to Article 4, subject to the limitations provided in Section 5.2 and Section 5.3.

4.3 Just Cause: Progressive Discipline. Except as set forth in Section 5.4, 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 Worker must attend a disciplinary meeting with the Office of Student Employment, which may result in termination. The Student Worker may request to have a union representative or workplace steward present at the disciplinary meeting. A Student Worker's failure to attend a disciplinary meeting may result in immediate termination, at the College's discretion.

4.4 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 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.

Section 4.3 shall not govern terminations pursuant to this Section.

4.5 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 formal disciplinary meeting. Student Workers have the right to not have a union steward present.

4.6 Academic Positions. For purposes of this Agreement, Academic Positions shall be 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. Student Workers in Academic Positions retain the rights enumerated in Sections 4.1, 4.3, and 4.4. However, because of the educational nature of Academic Positions, Student Workers in Academic Positions must also meet the appropriate standards of academic excellence set forth in Section 4.7.

4.7 Academic Excellence. As an essential duty of their positions, Student Workers in Academic Positions must demonstrate an ability to perform, achieve, and excel in the scholastic activities related to their employment. A Student Worker in an Academic Position's failure to meet standards of academic excellence could compromise the educational value other students receive from their courses or the progress faculty make in their research. If a Student Worker in an Academic Position is deemed by their supervisor to have significantly compromised the educational value of a course or progress of a research project, the supervisor shall prepare a statement explaining the concern and identifying the damage that would be caused by retaining the Student Worker. The statement shall be presented in writing to the Student Worker. The Student Worker must then attend a meeting with the supervisor, which may result in termination. The Student Worker may request to have a union representative or workplace steward present at the meeting. A Student Worker's failure to attend the meeting may result in immediate termination.

Examples of proper reasons for a Student Worker's removal from an Academic Position pursuant to Section 4.7 include, but are not limited to, the following: (1) The Student Worker does not adequately understand the academic content of a course and this shortcoming cannot be rectified in a reasonable period of time (relative to the length of the semester). (2) The Student Worker does not possess adequate communication skills to effectively assist other students. (3) The Student Worker repeatedly misrepresents course procedures (e.g. deadlines or details about assignments) to the detriment of students in the course.

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

Both parties recognize that students choosing to participate in Service Leadership Work Study positions are volunteers within the host organizations and subject to the terms and conditions of the host organization’s volunteer policies and the SLWS Memorandum of Understanding. Community Partner Host Organizations shall not be bound by this Agreement. As such, discipline and removal of Student Workers by the Community Partner Host Organizations are not governed by Section 4.3 or Section 4.4.

4.9 Student Government Association. 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.

The parties jointly acknowledge that, in the event of any conflict between this Agreement and the SGA Constitution, the SGA Constitution shall govern. Furthermore, impeachment and the subsequent removal of any Student Worker in an SGA position pursuant to the SGA Constitution shall not be subject to Section 4.3 and Section 4.4.

ARTICLE 5—UNION SECURITY, DATA PRIVACY, AND DUES

5.1 Employment Information Definition. For purposes of this Agreement, the term Employment Information shall include the names, college email addresses, employment statuses, dates of hire/termination, job titles, college post office boxes, and cell phone numbers of Student Workers.

5.2 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 Employment Information of Student Workers covered by this Agreement. The parties recognize and agree that Student Workers may choose to keep their names and college email addresses confidential pursuant to FERPA and Section 5.4 of this Agreement.

5.3 Notifications. Each week, the College shall provide a report of all Student Worker new hires and terminations in written (paper) format. If the Union meets the data security provisions outlined in Section 5.5 of the Agreement, information will be provided electronically in a College-secured location. This report shall include the Student Workers' names and college email addresses. Each semester, the College shall provide a spreadsheet report listing all Student Workers covered under the Agreement. This report shall include the Employment Information of all Student Workers hired and terminated in the previous week. The parties recognize and agree that Student Workers may choose to keep Employment Information confidential pursuant to FERPA and Section 5.4 of this Agreement.

5.4 FERPA Waiver Request Form. All new Student Workers shall be required to complete a FERPA waiver request form, set forth in Appendix B, as a part of their employment onboarding affirming or denying the Union access to their educational records. Student Workers retain the right to amend the request form at any time through the submission of a new request form to the College's Office of Student Employment.

5.5 Data Security. Notwithstanding Article 5 and the Sections within, provision of Employment Information in an electronic format shall be contingent on the Union's signature of and compliance with a Data Security Agreement with the College.

5.6 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.

5.7 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, including, but not limited to, Sections 3.2 and 3.5.

5.8 Consolidated Orientation Sessions. Following each Consolidated Orientation Session, the Union shall be allowed thirty (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, including, but not limited to, Sections 3.2 and 3.5. The Union shall receive 30-days' notice of all Consolidated Orientation Sessions.

This provision incorporates the following definition:

Consolidated Orientation Session: The term "Consolidated Orientation Session" shall be defined as the first orientation or training session held each academic semester for each workplace that has a formal orientation session, as determined by the College. The College may satisfy its obligation under Section 3.9 during Consolidated Orientation Sessions.

5.9 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, including, but not limited to, Sections 3.2 and 3.5.

This provision incorporates the following definition:

Unconsolidated Orientation: The term "Unconsolidated Orientation" shall be defined as each Student Worker's first orientation or training session each semester for any workplace that does not have a formal orientation session, as determined by the College. The College may satisfy its obligation under Section 3.9 during Unconsolidated Orientations.

5.10 Union Closet, Filing Cabinet, and Mailbox. The Union shall be provided with a reasonably sized closet in a location on campus determined by the College that is ADA accessible. The closet will be accessible by Union staff at any time the building is open, and its use shall be limited to official Union business. The College will provide the Union with a portable filing cabinet for Union business to be put inside the closet. The keys for both the closet and filing cabinet will be given to the Union and the College's Facilities Management (FM) staff. Unless the Union requests otherwise, if FM wishes to access and unlock the closet and or filing cabinet, the College must give notice of five (5) days to the Union before doing so. The College agrees to not monitor, open, or in any way use the closet and filing cabinet. The Union will be provided with a mailbox in the college mail room.

5.11 Bulletin Boards. The College shall furnish, for Union use, one bulletin board in each of the following buildings: Bear Recreation and Athletic Center; Joe Rosenfield Center; Humanities & Social Studies Center, Bucksbaum Arts Center, Burling Library, Noyce Science Center, and Steiner Hall. These bulletin boards shall be placed in prominent locations. Bulletin board notices shall be restricted to the following: (a) notices of union recreational and social affairs; (b) notices of union elections; (c) notices of union appointments and results of union elections; (d) notices of union meetings; and (e) other notices concerning union affairs which are

not political or individually demeaning in nature. The Union shall remove from the bulletin boards, upon the written request of the College any material the College believes to violate the terms stated above. The Union agrees it will not engage in general distribution, or posting by student workers, of pamphlets, advertising, or political matters.

5.12 Union Access to Meeting Rooms. The Union will be provided with credentials allowing them to reserve meeting rooms on campus for Union business. These credentials shall be equivalent to those provided to student organizations.

Both parties acknowledge and affirm that the Union is an independent entity. Nothing in this Section shall be interpreted to state or imply that the Union is a student organization.

5.13 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 Office of Student Employment or designee will accompany the union agent on any such visit.

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

ARTICLE 6—WAGES

6.1 Base Pay Levels. A single base pay level shall be assigned to all Student Worker positions on campus, subject to the exception of Section 6.2. Upon ratification, the initial base pay for this contract shall be \$13.50. Starting in 2025, Student Workers will receive a wage increase at the beginning of each academic year. The base pay schedule is set forth below.

2025-2026	2026-2027
\$13.77	\$14.04

6.2 Community Advisors. Beginning in the 2024-2025 academic year, Student Workers in Community Advisor or Residence-Life House Monitor positions shall be compensated for those positions by their choice of either: (a) a College-designated room grant at the basic room level or (b) a stipend of equivalent value. Student Workers in Community Advisor or Residence-Life House Monitor positions must select their choice of compensation prior to their term of service and may not alter their selection during their term of service. Stipends provided pursuant to this

Section shall be paid in equal installments at the close of each pay period during the term of service. Room grants and stipends paid pursuant to this Section shall constitute compensation for all work performed, including any training.

Should a Student Worker in a Community Advisor or Resident-Life House Monitor position be separated from their position prior to the conclusion of the ordinary term of service, the Student Worker's compensation shall be pro-rated.

This provision incorporates the following definition:

Residence-Life House Monitor: The term "Residence-Life House Monitor" shall encompass all House Monitor positions that are managed by the College's Office of Residence Life. The term "Residence-Life House Monitor" shall exclude all House Monitor positions that are managed by the College's academic departments.

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

6.4 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 any increase to the wages of Student Workers covered in this agreement.

ARTICLE 7—GRIEVANCES

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 or Student Workers adversely affected by an alleged violation of a provision of this Agreement.

7.3 Business Days Definition. For the purposes of this Article, "Business Days" shall be defined to include Monday through Friday, except any day declared to be a holiday by federal statute or executive order.

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

Step One: The grievant shall raise the concern in writing to their supervisor no later than ten (10) business days after the grievant has actual or constructive notice of the action that allegedly violated the contract. The grievant and the grievant's supervisor, or the supervisor's designee, must attend a Step One Grievance Meeting no later than ten (10) business days after the grievance is raised to the supervisor. Following the Step One Grievance Meeting, but no later than ten (10) business days after the grievance is raised to the supervisor, the supervisor or the supervisor's designee shall present the grievant with a Step One Written Response.

Step Two: If the matter is not resolved at Step One, the grievant may elevate the grievance to Step Two by presenting the grievance in writing to the Student Employment Office (the "SEO"). The grievant may elevate the grievance to Step Two no later than ten (10) business days after receipt of the Step One Written Response. The grievant and a designee from the SEO must attend a Step Two Grievance Meeting no later than ten (10) business days after the grievance is elevated to Step Two. Following the Step Two Grievance Meeting, but no later than ten (10) business days after the grievance is elevated to Step Two, the SEO shall present the grievant with a Step Two Written Response.

Step Three: If the matter is not resolved at Step Two, the grievant may elevate the grievance to Step Three by presenting the grievance in writing to the Vice President of Human Resources. The grievant may elevate the grievance to Step Three no later than ten (10) business days after receipt of the Step Two Written Response. The grievant and the Vice President of Human Resources must attend a Step Three Grievance Meeting no later than ten (10) business days after the grievance is elevated to Step Three. Following the Step Two Grievance Meeting, but no later than ten (10) business days after the grievance is elevated to Step Three, the Vice President of Human Resources shall present the grievant with a Step Three Written Response.

Step Four: If the grievance is not resolved at Step Three, the grievant may elevate the grievance to Step Four by presenting a Notice of Arbitration in writing to the Vice President of Human Resources. The grievant may elevate the grievance to Step Four no later than ten (10) business days after receipt of a Step Three Written Notice. Should a grievant elevate a grievance to Step Four, the grievance shall be submitted to binding arbitration as set forth in Sections 7.6, 7.7, and 7.8.

If the grievance involves a termination, the grievance process may begin at Step Two. In such a case, the matter must be presented in writing to the SEO no later than ten (10) business days after the grievant has actual or constructive notice of the termination. Back pay may only be awarded

as a remedy for an unfair termination grievance for shifts missed between the date the grievance is filed and the date the grievance is resolved.

7.5 Grievance Timing. No grievance shall be raised based on facts or events that have occurred more than twenty (20) business days before the grievant initiates Step One of the process. A grievant's failure to raise a grievance or to elevate the grievance pursuant to the deadlines established in Section 7.4 shall constitute waiver of the grievance. A grievant's failure to attend a scheduled grievance meeting may result in waiver of the grievance and termination of the grievance process, at the College's discretion. Should the College fail to meet any deadline established in Section 7.4 or attend a scheduled grievance meeting at any step pursuant to that Section, the grievant may immediately elevate the grievance to the subsequent step.

7.6 Arbitration. After presenting the Vice President of Human Resources a written Notice of Arbitration, but no later than (10) business days after receipt of a Step Three Written Notice pursuant to Section 7.4, the grievant may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) business days following the grievant's receipt of the list of arbitrators, the grievant shall present the Vice President of Human Resources with the list of arbitrators. Within ten (10) business days following the Vice President of Human Resources' receipt of the list of arbitrators, the parties shall alternately strike names from the list to select a single arbitrator.

7.7 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. Any award decided by the arbitrator shall be subject to the limitations on backpay established in Sections 7.4 and 7.11.

7.8 Arbitrator Costs. The College shall pay the arbitrator's expenses for one (1) arbitration each academic year this contract is active. The expenses for any additional arbitrations shall be evenly divided between the College and the Union. 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 twenty (20) business days after an arbitration hearing. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all Student Workers, and on the College.

7.9 Grievance: Service Leadership Work Study. Student Workers employed in Service Leadership Work Study ("SLWS") positions shall retain the rights provided by Section 7.4, subject to the following limitations. Actions and omissions caused by SLWS Community Partner Host Organizations shall not be subject to the grievance procedure set forth in Sections 7.1 through 7.8. Neither shall any agent or employee of an SLWS Community Partner Host Organizations be

compelled to participate in any grievance pursuant to Article 9 of this Agreement, including but not limited to participation as a fact witness.

7.10 Grievance: Student Government Association. Student Workers employed in Student Government Association (SGA) positions shall retain the rights provided by Section 7.4, subject to the following limitations. Actions and omissions taken pursuant to the SGA Constitution, including but not limited to impeachment and the resulting removal of a Student Worker from an SGA position, shall not be subject to the grievance procedure set forth in Sections 7.1 through 7.8.

7.11 Grievance: Removal from Academic Positions. Student Workers removed from an Academic Position pursuant to Section 4.7 may grieve their removal pursuant to Section 7.4. However, in the interest of academic continuity, reinstatement to an Academic Position shall be a permissible remedy only during Step One of the Grievance Procedure. Should such a grievance progress beyond Step One, the grievant may only pursue backpay as a remedy. Notwithstanding this provision, a prevailing grievant may elect appointment to a vacant position for which the grievant is qualified.

ARTICLE 8—HEALTH, SAFETY, BREAKS, AND LEAVE

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

For purposes of this Section, “work rules” includes rules regarding attendance, performance, and operational procedures and policies.

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

8.3 Accessibility. The College will provide reasonable accommodations, as determined by the College’s Office of Accessibility and Disability Resources, to any Student Worker with a temporary or long-term disability which prevents them from performing the essential functions of their normal assigned duties. Any Student Worker seeking reasonable accommodations must provide notice to the College’s Office of Accessibility and Disability Resources.

8.4 Safety Committee. The College shall allow the Union one representative on the College’s Safety Committee.

8.5 Excessive Absenteeism and Leaves of Absence. Student Workers absent from a position for more than two (2) consecutively-scheduled shifts, not in the same day, due to illness

or who are suspected of abuse of unpaid leave may be required to submit a proof of illness certificate, issued by a medical provider to the Student Employment Office, identifying when the Student Worker was seen and treated. Failure to submit such proof upon request may result in disciplinary action pursuant to Section 4.3.

Student Workers may take unpaid leaves of absence consistent with the Student Handbook's academic policies for Personal Leave and Emergency/Medical Leave. In order to receive an unpaid leave of absence, the Student Worker must present documentation of an academic leave of absence to either their supervisor or the Student Employment Office. Student Workers shall not be disciplined for shifts missed during an unpaid leave of absence.

The College reserves the right to establish work rules regarding attendance pursuant to Section 8.1 and consistent with this Section.

8.6 Overtime. The College shall provide overtime pay to Student Workers in accordance with the Fair Labor Standards Act.

ARTICLE 9—TERM

9.1 Term. This Agreement shall commence April 4, 2024 and shall continue in full force and effect until midnight June 30, 2027 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than 105 nor more than 135 days prior to June 30, 2027. In any event, this Agreement shall not be extended beyond June 30, 2027 except by written consent of the parties.

ON BEHALF OF GRINNELL COLLEGE

 April 4, 2024
Jana Grimes Date
Vice President for Human Resources

ON BEHALF OF THE UNION OF GRINNELL STUDENT DINING WORKERS

 April 4 2024
Conrad Dahm Date
Co-President

 4/4/24
Hannah Sweet Date
Co-President

 4/4/24
Leo Goldman Date
Secretary-Treasurer

Leo Goldman Date
Secretary-Treasurer

Appendix A

The following positions are comprehensive of all positions encompassed by the term “Student Worker” as defined in Sections 1.1 and 2.1:

1. Ambassador
2. Attendant Monitor
3. Community Advisor
4. Content Creator
5. Coordinator
6. Course Assistant
7. Event Staff
8. Grader
9. Lab Assistant
10. Leader
11. Lifeguard
12. Mentor
13. Office Assistant
14. Research Assistant
15. Service Leadership Work Study
16. Student Supervisor
17. Support Assistant
18. Technical Assistant
19. Tutor

Appendix B

GRINNELL COLLEGE

Release of Student Education Records Related to Student Employment

I, the undersigned, understand that the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) limits disclosure of a student's education records without proper consent.

Employment-Related Education Records. Records and information regarding student employment by Grinnell College including name, employment status, job title(s), college post office number, cell phone number, college email address, dates of hire, and dates of resignation or termination.

Purpose. Fulfillment of Grinnell College's obligation under the National Labor Relations Act (29 U.S.C. §§ 151-169) to furnish to the Union of Grinnell Student Dining Workers ("UGSDW") information relevant to the administration or negotiation of a collective bargaining Agreement upon the UGSDW's request.

I further understand that, should I consent to the disclosure of the aforementioned Employment-Related Education Records: (1) Grinnell College may disclose some of the aforementioned Employment-Related Education Records on the condition that the UGSDW agrees to not disclose the information to any other party without my written consent unless specifically allowed by law; (2) Grinnell College cannot be held liable for the UGSDW's use of such Employment-Related Education Records for an impermissible purpose; (3) I have the right not to consent to the release of such Employment-Related Education Records; (4) a copy of such Employment-Related Education Records must be provided to me upon my request; and (5) that an executed release remains in effect until revoked by me in a signed writing delivered to Grinnell College.

I consent to the disclosure of the aforementioned Employment-Related Education Records relating to the below-designated student for the following purpose.

or

I do not consent to the disclosure of the aforementioned Employment-Related Education Records relating to the below-designated student for the aforementioned Purpose.

Name of Student (Printed)

Student Signature (if student is 18 years of age or older)

Name of Parent/Guardian (if student is under 18 years of age)

Parent/Guardian Signature (if student is under 18 years if age)

Date