

COLLECTIVE BARGAINING AGREEMENT

between

GRINNELL COLLEGE

and

UNION OF GRINNELL STUDENT DINING WORKERS

JULY 1, 2021 - JUNE 30, 2023

This AGREEMENT is effective as of July 1, 2021 by and between Grinnell College ("College") and Union of Grinnell Student Dining Workers ("Union").

ARTICLE I: Recognition

1.1 Exclusive Representative. The College recognizes the Union as the exclusive representative of the Grinnell College Students and High School Students employed by Grinnell College Dining Services. This agreement shall not apply to supported employees.

ARTICLE II: Rights & Duties

2.1 Mutual Obligations. The College and Union mutually agree and acknowledge that the employees covered by this Agreement are, first and foremost, students. The advancement of the educational goals of the employees, and the efficient operation of the College dining services are the mutual obligations of the parties. The parties agree to further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

2.2 Work Rules. The Union shall be given reasonable notice of work rule changes and employee discharges, except that any academic or Title IX related information may not be shared with the Union. For purposes of this Section 2.2, "work rules" includes rules regarding attendance, performance, and operational procedures and policies. This provision shall not limit the College's ability to immediately implement or modify work rules related to safety and health.

2.3 College Duties. 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

2.4 No Strikes or Lockouts. During the term of this Agreement the Union agrees not to engage in any strike or stoppage of work and the College agrees not to engage in any lockout. It will not be a cause for discharge or discipline and it will not be a violation of this Agreement for an employee 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.

2.5 Labor Management Cooperation. Upon the written request of either party, the College and the Union shall meet to discuss workplace conditions and any other matters that arise in the administration of this Agreement.

ARTICLE III: Union Security

3.1 Employee Roster. The parties recognize that to fulfill its obligation to represent employees under this Agreement, the Union should have access to the names and contact information of employees covered by this Agreement. The parties recognize and agree that Employee students may choose to keep their contact information confidential.

3.2 Notifications. Each week, the College shall provide a spreadsheet report of all new hires and terminations. Such report shall include the employee's names, e-mail addresses, phone numbers, and dates of hire or termination. Each semester, the College shall provide a spreadsheet report listing all employees covered under the Agreement. Such report shall include the employees' names, e-mail addresses, phone numbers, and job classifications (including whether or not the employee is a Student Leader).

3.3 Employee Orientation. At the beginning of each academic term, all new employees shall be provided electronically with a copy of this Agreement. Any employees who are hired during an academic term shall also be provided with a copy of this Agreement. The Union will be solely responsible for organizing their own recruiting efforts.

3.4 Early Return. The College shall allow up to two (2) Union representatives to return to campus at the beginning of New Student Orientation. Dining Services will not provide space or allow a table to be set up inside of the Dining Hall. The union will be solely responsible for organizing their own recruiting efforts.

3.5 Bulletin Boards. The College shall furnish a bulletin board contained in a locked enclosed case for the use of the Union, displayed in a prominent location. Bulletin board notices shall be restricted to:

a) notices of union recreational and social affairs b) notices of union elections c) notices of union appointments and results of union elections d) notices of union meetings e) other notices concerning union affairs which are not political or controversial in nature The Union shall remove from the bulletin board, upon the written request of the College, any material which in the College's judgment is libelous, scurrilous or detrimental to relationship between the College and its students. The Union agrees it will not engage in general distribution, or posting by employees, of pamphlets, advertising or political matters.

3.6 Union Office and Mailbox. 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. The Union shall also be provided access to a mailbox in the College mail room.

3.7 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.

ARTICLE IV: Wages

4.1 Initial Base Wage. Employees covered by this Agreement shall be paid a base hourly wage of \$10.40 per hour in the first year of this agreement, and \$10.75 per hour in the second year of this agreement.

4.2 Student Leader Pay “Student Leader” pay, a \$1 per hour bonus, is available at the commencement of a semester if such student completes an application and is accepted, commits to assuming and maintaining leadership responsibilities, and has worked a minimum of 180 hours in one academic year. All employees will receive a message via Whentowork at the commencement of each semester detailing the qualifications to be a student leader and providing a link to apply. Eligibility will be verified after the application is received. The College reserves the sole discretion to appoint, accept and disqualify students from serving as “Student Leader.”

4.3 Experience Pay. A student employee will be promoted to “Experienced Student” at the commencement of the semester, if such student has applied for “Experienced Student” designation and has worked a minimum of 90 hours in a single semester. Experienced Students will receive an additional \$1.00/ hour. Employees who are

currently earning experience pay at higher rates than the additional \$1.00 an hour will continue earning the higher rate until they are no longer employed with Dining Services.

4.4 Special Designated Shifts. Those employees who work a Special Designated Shift shall be paid an additional \$0.75 per hour. Special Designated Shifts shall be clearly designated in the schedule.

ARTICLE V: Health, Safety, and Breaks

5.1 Training. All new employees shall be given at least two (2) hours of paid training at the applicable minimum wage before they begin regular employment. This training will include basic food safety practices and procedures as well as specific procedures and skills relevant to the employee's shifts.

5.2 Rest Breaks. Employees shall receive and are expected to take a paid rest break of ten (10) minutes for each three (3) consecutive hours of working time.

5.3 Meal Breaks. Employees who are unable to eat before their shift because of unavoidable academic conflicts shall receive an unpaid meal break of up to thirty (30) minutes during their shift. Employees who receive a meal break shall not also receive paid rest break.

5.4 COVID-19 Leave. Employees who are required to miss work under the College's public health policy shall not be disciplined for absences during the time they are required not to work. Such employees shall receive pay for all scheduled shifts during this time.

ARTICLE VI: Non-Discrimination

6.1 No Discrimination. Grinnell College is committed to establishing and maintaining a safe and nondiscriminatory environment for all college community members. It is committed to a policy of nondiscrimination in matters of admission, employment, and housing, and in access to and participation in its educational programs, services, and activities. The College shall not discriminate 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. The parties agree that any matter covered by the Grinnell College nondiscrimination policies will not be subject to the grievance provision in this Agreement. Students concerned about violations of College nondiscrimination and harassment policy are encouraged to follow the Grinnell College

Discrimination and Harassment Grievance/Complaint Procedure, and in cases of alleged sexual harassment or misconduct may elect to have a union representative act as their support person.

6.2 Accessibility. 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.

6.3 Diversity and Inclusion Training. The College shall provide mandatory diversity and inclusion training for all non-unit employees of Dining Services, except for supported employees.

ARTICLE VII: Discipline

7.1 Just Cause. No employee shall be disciplined or terminated except for just cause.

7.2 Point System. The attendance and discipline policy shall follow a point system. If an employee is absent from a scheduled working period and fails to trade for another shift, have coverage for that shift, or provide a doctor's note, they shall accrue one (1) point. If an employee is absent for more than ten (10) minutes during a scheduled working period without securing a replacement they will accrue .5 points.

An employee will not be permitted to clock in or work without a proper uniform. If an employee is missing components of the uniform, they should not clock in. Points will be assessed based on time missed (if any). If an employee misses more than ten (10) minutes of a scheduled shift due to correcting a uniform, they will accrue .5 points. If an employee does not return in proper uniform, the missed shift will be treated as an absence and the student will accrue one (1) point. If an employee is able to return in proper uniform within the 10 minute grace period allowed for lateness, they will not accrue points.

If an employee violates any other work rule which does not merit immediate dismissal and has received one (1) verbal or written warning regarding the same rule, they shall accrue one and a half (1.5) points.

If an employee accrues three (3) or more points in a semester, the employee shall be terminated. A student employee shall be notified in writing for each instance of point accrual; the notification shall also inform the student employee in question of the grievance procedure in this Agreement, and their right to union representation. Point accruals for work rule violations must be for just cause. Point totals will reset every academic period.

7.3 Union Representatives. When an employee's supervisor wishes to question an employee or discuss with them any matter in order to obtain information which could be used as a basis for discipline or termination, or asks an employee to defend their conduct, the supervisor must offer the employee the option of waiting until a union representative arrives. The College agrees that no employee shall be disciplined or retaliated against for exercising their right to union representation. Alleged violations of this Section 7.3 shall not be subject to the grievance provision in this Agreement. Each semester, the Union shall provide the College with a list of union representatives and their contact information.

7.4 Consistent Discipline. Individual exceptions shall not be given to student employees for any disciplinary issues. The College shall ensure that all new employees are given a copy of the Student Employee Handbook, containing all workplace rules and expectations

ARTICLE VIII: Grievances

8.1 General Policy. The College and the Union both aim to provide a simple, efficient and cost-effective mechanism for resolving disagreements that may arise under this Agreement.

8.2 Grievance Procedure. Should any employee assert that the College has violated a provision of this Agreement, such claim will be considered a grievance to be resolved under this provision. A grievance may only be raised by an employee adversely affected by the alleged violation. In each step, "working days" shall mean weekdays on which classes occur at the College.

Step One: The aggrieved employee and/or a union representative shall raise the concern with their supervisor within ten (10) working days after knowledge of the action that allegedly violated the contract. The supervisor or a designee shall respond within ten (10) working days.

Step Two: If the matter is not resolved at Step One the grievance will be reduced to writing and presented to the director of Dining Services. The director or a designee shall respond within five (5) working days.

Step Three: If the matter is not resolved in Step Two, the grievance will be presented to the Assistant Vice President of Human Resources within five (5) working days. The Assistant Vice President of Human Resources or her designee shall respond within ten (10) working days. If the grievance is not resolved at Step Three it will be submitted to binding arbitration.

If the grievance involves a termination, the grievance process may begin at Step Two. In such a case, the matter must be presented to the director of Dining Services within ten (10) working days after knowledge of the action that allegedly violated the contract. 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.

8.3 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 three (3) working days of receiving the Step Three response.

The Dean of Students shall serve as the arbitrator. The Dean shall conduct a hearing and decide the grievance based upon the terms of this Agreement and College policies and practices. The Dean shall have no power to amend, ignore or modify the terms of this Agreement.

ARTICLE IX: Term

9.1 Term. This Agreement shall commence July 1, 2021 and shall continue in full force and effect until midnight June 30, 2023 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, 2023. In any event, this Agreement shall not be extended beyond June 30, 2023 except by written consent of the parties.