

This **AGREEMENT** is effective as of July 1, 2017 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.

1.2 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 shall not be a cause for discharge or discipline and it shall 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.

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 will be given reasonable notice of work rule changes and employee discharges, except that any academic or Title IX related information shall not be shared with the Union. For purposes of this Section 2.2, “work rules” shall include 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:

1. adopt work rules
2. to manage the College
3. terminate employment of employees under this Agreement, provided that the termination is for just cause
4. schedule work
5. to decide how to provide dining services to Grinnell College students
6. to determine schedules
7. to maintain order and efficiency in its plants and operations
8. to hire, layoff, assign, transfer and promote employees
9. to determine the qualifications of employees
10. to determine and re-determine job content

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 of 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. During new employee orientation, student employees will be provided with a copy of this Agreement and a pamphlet provided by the Union that includes a membership application form. The Union will be allowed to provide an informational slide to be included in new student employee orientation; such slide must be provided one week in advance of orientation. A representative of the Union will also be will be allowed to set up an informational table outside of new employee orientation. Any employees who do not go through an official orientation will still be provided with a copy of this Agreement and the Union pamphlet, and the Union will be notified of the employee's hiring.

3.4 Bulletin Boards. The College will 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:

1. Notices of union recreational and social affairs
2. Notices of union elections
3. Notices of union appointments and results of union elections
4. Notices of union meetings
5. Other notices concerning union affairs which are not political or controversial in nature

The Union will 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.

3.5 Dues Check-Off. Each pay period 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 will be remitted to the Union on a monthly basis. Accompanying each remittance shall be a list 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 \$9.25 per hour. Beginning January 1, 2018, employees covered by this Agreement shall be paid a base hourly wage of \$9.35 per hour.

4.2 Student Leader Pay/Special Designated Shift. Those employees designated and working as a Student Leader by the College shall be paid an additional \$0.75 per hour. 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.

4.3 Experience Pay. The College and Union recognize and agree that it is in the mutual interest of the parties to motivate employees to commit a reasonable amount of time to dining services. Toward that end, student employees will be paid an experience premium as follows:

A student employee who: (a) works 110 hours or more in a single semester; and (b) works 2 or more shifts in the final week of that semester shall earn an experience premium of \$0.25 per hour for all hours worked during that semester. In the second semester if the employee meets the experience premium requirements the employee shall earn a premium of \$0.50 per hour for all hours worked during that semester. In the third semester if the employee meets the experience premium requirements the employer shall earn a premium of \$0.75 per hour for all hours worked during that semester. In any semester thereafter that an

employee meets the experience premium requirements they shall be paid \$1.00 per hour for all hours worked during that semester. Semesters in which an experience bonus is earned need not be sequential. Experience bonuses shall be paid in the regular payroll following the end of the semester.

ARTICLE V: Health & Safety

5.1 Training. New employees will be trained on basic food safety practices and procedures.

5.2 Labor Management Cooperation. On a mutually agreeable day each month during the regular school year, the College and the Union will meet to discuss health and safety improvements and any concerns regarding workplace conditions.

ARTICLE VI: Breaks

6.1 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.

6.2 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.

ARTICLE VII: Grievances

7.1 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.

7.2 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.

Step One. The aggrieved employee and/or a union representative will raise the concern with their supervisor within five (5) working days after knowledge of the issue giving rise to the concern. The supervisor or a designee will respond within five (5) 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 will respond within five (5) working days.

Step Three. If the matter is not resolved in Step 2, 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 will respond within five (5) working days. If the grievance is not resolved at Step Three it will be submitted to binding arbitration.

7.3 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, Human Resources within three (3) working days of receiving the Step Two 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 VIII: Term

8.1 Term. This Agreement shall commence July 1, 2017 and shall continue in full force and effect until midnight June 30, 2018 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 90 nor more than 120 days prior to June 30, 2018. In any event, this Agreement shall not be extended beyond June 30, 2018 except by written consent of the parties.