

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

**Comprehensive UGDSW
Bargaining Proposals with
College Response**

**as of
3/23/2022**

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

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

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

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

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

ARTICLE 1—RECOGNITION

Union Proposal

Section 1.

Section 1. Grinnell College (the “College”) recognizes the Union of Grinnell Student Dining

Union Proposal

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

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

c. Workplaces Definition. For the purposes of this Agreement, the term “Workplaces” shall be defined as the locations where student workers regularly perform tasks, jobs, and projects at Grinnell College pursuant to their obligations as employees of Grinnell College. The term “Workplaces” shall be limited to the locations identified in Appendix B.

COLLEGE RESPONSE: Proposal Accepted in Whole

ARTICLE 2 – UNION RIGHTS

COLLEGE RESPONSE: Proposal Accepted in Part (article title)

COMMENTS: As the College is an equal partner in this agreement, we insist this article be

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

COLLEGE RESPONSE: Proposal Accepted in Whole

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

Section 2.

Bulletin Boards. The College will designate a clearly visible Union bulletin board in every physical workplace in a prominent location. Such bulletin boards will be available for use by the Union and its members. Every building in which employees covered under this Agreement perform work will 7 (e)7.80609 -1.1.4 (7-1 (a)- (y)]TJ 0 T a)- (i)5.3 (l)-1.6 (d)3v T ais 7ednd it

agent or representatives shall first secure written permission from the College and then shall obtain a mutually satisfactory date and time for the visit. A representative of the College will accompany the union agent on any such visit.

COLLEGE RESPONSE: Proposal Accepted in Whole

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

- b. **Union Office.** The College will provide a campus office space for the Union's use to conduct Union business. The office shall be equipped with a desk and desk chair. There will be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. The office must be ADA accessible and accommodate at least 20 persons. The Union will continue to be provided access to P.O. Box #5852 in the College mailroom.

COLLEGE RESPONSE: Proposal Accepted in Whole

COMMENTS: While the College expects the Union to act as an independent entity, the need for a secure space to store student data necessitates the provision of an office space.

- b. **Space Reservation.** The College shall allow the Union and its representatives to reserve space to meet on the College's premises in accordance with its policies for student groups.

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: As outlined in detail, the Union is an independent organization. To ensure equity, the Union may reserve space to meet on campus in accordance with the College's policies for outside organizations and groups. The Union will receive no special consideration and is obligated to follow all college policies regarding the use of rooms and scheduling of meetings. The Union can request the College to accommodate it in the same way that the College might accommodate any other non-campus group seeking to utilize college facilities. As a concession, the College will waive any rental charges associated with booking a space on campus. The College cannot guarantee any specific meeting space or time. The College requests that individual Union members cease and desist from making room reservations as individuals or under the name of other recognized student organizations.

Section 5.

- a. **No Intimidation.** No employees shall be disciplined in any way for participating in Union events or organizing or discriminated against on the grounds of union membership or participation.

COLLEGE RESPONSE: College Cannot Agree to Proposal

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

To help ensure a welcoming, inclusive community, the College proposes that the Union shall not engage in public communications that attack, defame (through libel or slander), or otherwise target individual members of the College community or their reputation, nor engage in public communications that are scandalous, vulgar, demeaning, libelous, scurrilous, verifiably false, prohibited by the Student Handbook or Student Employment Handbook, or detrimental to relationship between the College and its students. Harassment or discrimination under the guise of Union activity will be address as outlined in the Student Handbook and may be subject to the penalties specified in Grinnell's community standards.

Union leadership is responsible for activity of student employees acting on behalf of the Union that may violate these community standards. The College cannot provide legal advice or protect Union members from potential civil or criminal liability stemming from this activity. The College will, of course, comply with the National Labor Relations Act to the extent it does not conflict with other applicable laws.

requirements; (10) matters pertainin

ARTICLE 3—UNION SECURITY AND DUES

Section 1. Dues Check-off.

Each month the College agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the College. Dues deducted shall be remitted to the Union by the twentieth of each month. Accompanying each

ARTICLE 4 – INFORMATION TO THE UNION

Section 1. The College shall, when requested by the Union and as provided in this article, provide the following information for each bargaining unit Employee to the Union as directory information for the purposes of the administration of this Agreement: name, phone number, email address, campus box number, employment status, department(s) of employment, job title(s), job description(s), job duties, hours worked, work schedules, rates of pay, dates of hire, disciplinary actions, dates of resignation or termination, reasons for disciplinary actions and/or termination, records of investigations related to disciplinary actions and/or termination. The parties recognize and agree that Employees may choose to keep their contact information confidential.

COLLEGE RESPONSE: Proposal with Legal Issues

COMMENTS: All students will be required to execute a FERPA release before any information is provided to the union. The college has offered and insists that all information provided to the union will be maintained on a college supported platform to ensure data security. The College will insist that the um -71ut(ppor)-7(F)-9.9 (507.6

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

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

7u4g.-7e51a.-6-2n.-e09-21a.-6-2d.-26. (d 4 [26 it2]TJ804i.()4 5-2n.-31.a.-6-2l-15 (e) p.4 26 .()4 5-2s2]TJ

ARTICLE 5—JUST CAUSE

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

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

COLLEGE RESPONSE: Proposal Accepted in Part

COMMENTS: The College agrees to a just cause provision in the contract. However, sections 4.6 through 4.11 outline a set of carve outs for academic workers, the Student Government

ARTICLE 6—WAGES

COMMENTS: Th

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: This proposal crosses workplaces and does not consider where the hours were worked. Additionally, it does not take into account the number of hours that students should work as a part of their aid package (120) in order to meet their work-study pd605co2 (e)-12.1 d

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

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

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

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

ARTICLE 8 – DIVERSITY, EQUITY & INCLUSION

Section 1. Rights and Protections for Disabled Employees

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

COLLEGE RESPONSE: Proposal is Outside the Scope of the Negotiations

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

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

- a. The College shall first present their case to the arbitrator within 10 days of meeting with the Union, unless the arbitrator requests a longer period, and then the Union may present their case to the arbitrator and the College.
- b. The burden of proof shall be on the College to show that the requested accommodation would cause undue hardship.
- c. The College and the Union agree to abide by the decision of the arbitrator.
- d. For circumstances not explicitly covered (m)-7.3 (u)12.8 (rs) (f)1.9 (o)-1.4 (l)6.4 (a)27.1 (o)-1.5 (w)0.9 (th)-1.

COMMENTS: This

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

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

ARTICLE 9 — GRIEVANCE PROCEDURE

Section 1

A grievance within the meaning of this Agreement shall concern the interpretation, application, or claimed violation of a specific term or provision of this Agreement, or any dispute over corrective action taken against an employee, including the reasonableness of College rules of conduct or regulations under which corrective action may have been taken. A grievance may be raised by the Union or an employee adversely affected by the alleged violation. An employee may be accompanied by a union representative at each step of the grievance procedure. In each step, “working days” shall mean weekdays on which classes occur at the College.

COLLEGE RESPONSE: Proposal Accepted in Part

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

Section 2: Requirements.

- a. College Responses. Written answers from College representatives at the first and second steps will be sent to the Grievant, Union Steward, and to the Union by electronic mail. A failure of the College to meet its deadlines, including deadlines to meet, will result in automatic advancement of the grievance to the next step. A failure of the Union to meet its deadlines, including failure to meet, will result in dismissal of the grievance.
- b. Deadline waiver. Any deadline in this article may be extended or waived by



ARTICLE 10 — HOURS AND OVERTIME

Section 1. Working Hours.

a. Hours While School is in Session.

Section 3. Meal Periods and Breaks.

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The college current proposal concerning mmgcn scn /TT0 1 Tf -0.002Tw 1.63 0 Td [(S)

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

ARTICLE 11 — HIRING AND TRAINING

HIRING

Section 1. Offer

- a. When hiring, the College shall communicate in writing the following information before

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

1. Student Workers who have received adequate training prior to or outside of college employment which the college deems adequate to forgo further training, shall receive a one-time lump sum upon hire to cover cost of training if they can provide a receipt of purchase for that training.
- ii. Student Workers have the right to request training at any point if they feel that they lack the skills to adequately fulfill their responsibilities. If this training occurs outside of their scheduled work hours, they will be paid their normal hourly rate for all extra hours worked.
 1. This request must be made via email sent to their direct supervisor as well as the Student Employment office. Their direct supervisor will be responsible for assessing the need and approving the training.
- iii. Key instructions including but not limited to safety instructions and instructions for a task that is performed daily must be provided to students in both a verbal format and an accessible electronic written format. They may also be provided in an accessible written paper format.
 1. For electronic documents, the document is considered accessible if
 - a.

ARTICLE 12 — HEALTH AND SAFETY

Section 1. Training and Safety

- a. **Training.** All new student workers shall be given at least two (2) hours of paid training at their base wage before they begin regular employment. At least one hour of such training will focus on general training for all workplaces (NOVA Time, employment paperwork, etc.). The second hour will consist of training specific to a particular workplace and the procedures and skills relevant to the student worker's job duties.

COLLEGE RESPONSE: Proposal Accepted in Whole

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

Section 2. Infectious Disease Safety

- a. **Notification.** The College will notify the Union of changes to Covid-19 protocols in the workplace and provide the Union with the opportunity to bargain over the proposed changes insofar as they affect student workers' working conditions.
- b. **Contact Tracing.** In cases where workplace supervisors or the student employment office are

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

Section 4. General Health-Related Workplace Protections

- a. **Workplace Safety.** The College will continue to maintain safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees.

Adequate first aid protection will be available to all employees no to.4 (a2.2 (l)6[(p)8. (o)-6[(.8 (e)7.7 (n)

accommodation. Self-identification and accommodation without the benefit of consultation with the ADA coordinator puts the College at risk for non-compliance. **The College's Health, Safety and breaks proposal in Article 8 of the proposal provided to the Union is the College's best and final offer prior to mediation.**

Section 4. Ongoing Health and Safety Collaboration

- a. Health and Safety Jurisdiction of the UMC. The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. Accordingly, the College and the Union agree that the Union Management Committee may be convened to specifically discuss Health and Safety issues, including issues specific to a single workplace and systemic issues that affect the health and safety of Student Workers at large. The College and the Union also agree to meet at the beginning of each academic year to review and update the content of workplac ofte the coh acitic to a

- a. The birth of a child and to care for the newborn child within one year of birth;
- b. The placement with the student worker of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- c.

ARTICLE 14 - PAST PRACTICE

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

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

COLLEGE RESPONSE: Proposal with Academic, Technological or Operational Issues

RATIONALE: The College has no past practice proposal and cannot honor any practices not in the collective bargaining agreement, student employment handbook or work rules cannot be honored. The disparate nature of the workplaces in the student employment program, supervisor turnover, student transitions, and changes in operations due to the pandemic have all made it impossible to honor past practices. Maintenance of standard provisions is not possible due to specific workplace requirements, such as adherence to food safety standards, laboratory safety, OSHA regulations, etc.

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

ARTICLE 15 — SANCTUARY CAMPUS

Section 1

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

Section 2

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

Section 3

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

Section 4

The College shall:

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

Section 5

- a. Disarm the department of Campus Safety of any weapons capable of deadly force, such as guns and tasers.
- b. Ensure that all-campus events are staffed by at least 1 Employee for every 20 expected event attendees. Events will be staffed by Employees from All Campus Events Student Security (ACCESS) and/o

oy Td ()Tj 0.003 Tc -0.005 Tw -37.565 -1.1s7.7 (a83 0 Td 0.8 (i)13.4 (l)6.5

ARTICLE 16 — VISA AND IMMIGRATION

Section 1. In cases where an Employee is unable to return to the United States as a result of the Employee's immigration status, and for reasons outside of the Employee's reasonable control
(e

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

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

ARTICLE 17 — SUCCESSORSHIP

Section 1

- a. This Agreement shall be binding upon Grinnell College and its institutional Administration, as well as any successors, assigns, or third parties who directly oversee student work. The College agrees to not reassign or sub-contract bargaining unit work

1-14.2 (1-14.eg)(o)-nas w1-14. r.37 4 (q.(1-0.6 u (b)-9.5(s wr239 0 t)-)1.39,)193-1 tri1-0.6 e2(r11 Tw 0.3

a .

The limited Obligation provision (Section 7c) of the [Neutrality Agreement](#) mutually agreed to by both the Union and College limits the bargaining obligation of the College to hours, wages, term and conditions of employment. Specifically, section 7C(5) grants the College full authority over “decisions relating to the creation and elimination of student-worker positions.” In order to

ARTICLE 19 — STRUCK WORK

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

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

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

ARTICLE 20 — BENEFITS: HEALTHCARE REBATE

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

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

COMMENTS: The College will not issue or respond to a healthcare rebate proposal as it falls outside the scope

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

APPENDIX A — DEI DEFINITIONS APPENDIX

a. Disability

- i. As defined by the ADA and the EEOC, “a person has a disability if the person
 1. Has a physical or mental condition that substantially limits a major life activity (such as walking, talking, seeing, hearing, or learning, or operation of a major bodily function, such as brain, musculoskeletal, respiratory, circulatory, or endocrine function).
 2. Has a history of a disability.
 3. Is subject to an adverse employment action because of a physical or mental impairment the individual actually has or is perceived to have, except if it is transitory (lasting or expected to last six months or less) and minor.” (<https://www.eeoc.gov/disability-discrimination-and-employment-decisions>)
 4. This includes but is not limited to:
 - a. Short-term conditions and non-permanent conditions that affect day-to-day life including but not limited to a broken bone or concussion
 - b. Chronic illnesses and chronic pain, including while the person is not experiencing the effects of the illness or pain. Psychological conditions including but not limited to anxiety disorders, depressive disorders, bipolar disorder, eating disorders, autism spectrum disorder, and attention deficit hyperactivity disorder

b.

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

COLLEGE RESPONSE: College Cannot Agree to Proposal

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

- h. Any disputes over the interpretation or application of this Memorandum shall be resolved in accordance with the arbitration procedure to be negotiated in the Collective Bargaining Agreement.**
- i. This Memorandum shall survive the expiration or ter**