

NEUTRALITY AGREEMENT

This Neutrality Agreement entered into this 4th day of March, 2022 between Grinnell College (the “College”) and the Union of Grinnell Student Dining Workers (“UGSDW” or the “Union”).

RECITALS

- A. The Union seeks to represent a bargaining unit of student workers; and
- B. The parties wish to establish a fair and expeditious process to enable unrepresented student workers to decide, free of unlawful interference or undue influence, whether they wish the Union to be designated as their exclusive collective bargaining representative; and
- C. The parties desire to maintain a relationship throughout this process that is respectful to both parties and the College Community as a whole.

1. General Principles of Communication:

- A. *Mutual Respect.* The parties agree that they will treat each other with mutual respect and dignity throughout the process described in this Agreement. Members of the College Community shall have the right to express their views concerning unionization of student workers consistent with Grinnell College’s policies, the National Labor Relations Act (the “NLRA”) and this Agreement.
- B. *Posting and Soliciting.* Union representatives will not be permitted to:
 - i. Post literature or engage in tabling in any such way that violates the College’s Advertising/Signs/Tabling policy as set forth in the College’s 2021–2022 Student Handbook (the “Student Handbook”).
 - ii. Engage in behavior that violates the College’s Harassment, Threats, Disruption to the Community policy as set forth in the Student Handbook.
- C. *Communication.* The staff and faculty of the College will not be permitted to interact with student workers in any way that would violate the NLRA, including engaging in unlawful threats, interrogation, or surveillance. This provision shall not be construed to limit the academic freedom of the College and its faculty, as set forth in Section 6(C) of this Agreement.
- D. *Student Rights.* If any student objects to being solicited by the Union, the Union representatives must halt solicitation of that student.
- E. *Student Workers.* For purposes of this Neutrality Agreement (the “Agreement”), the term “student workers” is defined as all degree-seeking individuals who are,

during the life of the Agreement, simultaneously (1) enrolled as undergraduate students, full-time or part-time, at Grinnell College and (2) employed by Grinnell College as non-exempt, hourly employees. The term “student workers” does not include (1) students whose sole “employment” relationship with Grinnell College is an internship, research fellowship, Mentored Advanced Project, or an equivalent relationship, such as externally grant-funded positions, (2) students who were formerly, but are no longer, enrolled as undergraduate students at Grinnell College, or (3) students who were formerly, but are no longer, non-exempt hourly employees of Grinnell College.

- F. *College Community*. For purposes of this Agreement, the term “College Community” is defined as including each individual who is (1) enrolled as a student in the College, (2) employed by the College in any staff position, (3) employed by the College in any faculty position, (4) employed by the College in any administrative position, or (5) a member of the College’s Board of Trustees.

2. Pre-election Procedures

- A. *Excelsior List*. Prior to the filing of an election petition, the College will comply to the extent permitted by law to provide the Union with a list of all student workers who are eligible to vote in the election along with the following information, to the extent the College has such information: job titles, job classifications, and college email addresses. With respect to all information provided under this Agreement, the Union agrees not to use this information for any purpose other than internal Union administration and communication.

3. Election Procedures

- A. *Election*. The election will be conducted by the NLRB. If a majority (50% + 1) of the student workers voting in an election conducted pursuant to the terms of this Agreement vote in favor of representation by the Union, the employees in the unit set forth in Section 3(C) who are not presently represented by the Union shall be accredited to the existing bargaining unit covering student employees in Dining Services and the College shall immediately grant recognition to the Union as the exclusive collective bargaining representative of the unit with all of the rights and obligations of a union certified by the NLRB to the extent consistent with this Agreement. A notice of the College’s recognition of the Union as the exclusive collective bargaining representative of the student workers will be sent to Region 18 of the NLRB.

- B. *Eligible Voters*. Eligible voters will be all individuals who 1) qualify as student workers as defined in this Agreement on the date which the Union files an election petition, 2) have worked for the College two or more hours in any calendar week during the period beginning on January 22, 2022 and ending on the date the Union files an election petition, and 3) who qualify as student workers through their employment with the College in a position other than or

in addition to a position in Dining Services.

- C. *Scope of the Bargaining Unit.* In the event a majority of the student workers voting in an election vote in favor of representation by the Union, the resulting Bargaining Unit shall consist of all students who qualify as student workers as defined in this agreement.
 - D. *Timing of Election.* The Union shall provide the College with prior notice of its intent to file an election petition. Upon the Union's filing for an election with the NLRB, the Union shall submit in writing to the NLRB the Consent Election Agreement attached to this agreement as Appendix B. The College will agree to the Consent Election Agreement after discussion with the Regional Director. Upon written request of the Union and presentation of the requisite authorization cards to the NLRB, an election shall be conducted. The election shall take place no later than 30 calendar days after an election petition is filed by the Union. However, the parties agree that notwithstanding the above, in order to maximize voter turnout, no election will be scheduled during any official break, summer term, or finals period.
 - E. *List of Eligible Voters.* The College will provide the Union with the voter eligibility list in Excel format no later than 10 calendar days after the Union files an election petition pursuant to this Agreement. The Voter Eligibility list will contain an updated list of all student workers who are in the group described in Paragraph (B) above, their job titles, job classifications, phone numbers and addresses as provided in the College's Student Directory, and college email addresses.
4. **Open Discussion and Access to Information.** The parties agree that, in the interest of having a well-informed electorate and to facilitate open dialogue:
- A. *Forums.* The College may host voluntary forums to discuss publicly the issues involved in the unionization campaign. Representatives from Grinnell College Administration and the Union shall be invited to participate and will be provided substantially equal time to present information and respond to questions and comments at the forums. The forums will take place no sooner than 2 calendar days after the Union files its petition and no later than 5 calendar days before the date the election is held. Senior Officers of the College may speak on the issues with members of the College Community at these forums consistent with the NLRA and the terms of this Agreement.
 - B. *Letter.* The parties will jointly release the letter attached to this Agreement as Appendix I. The letter will be sent via email by the College to student workers at an agreed upon appropriate time.
 - C. *Committee.* The parties shall create a Union-Management Committee (the "UMC") consisting of a minimum of 3 members from the College and 3 members from the Union, respectively to discuss any and all issues under,

pursuant to, or related to in any way, this Agreement and to work on any other issues of mutual interest. Each party shall choose its committee members. Meetings shall be convened by the College. The UMC may schedule a regular monthly meeting and may establish additional sessions if needed. The UMC may continue to meet beyond the life of this Agreement.

- D. *Free Speech.* Grinnell College will not restrict any of its students or employees from wearing shirts, buttons, and other items expressing their position regarding student worker unionization consistent with the NLRA, the Student Handbook, and this Agreement. The Union agrees that none of its conduct and communications will violate its no strike pledge, infra, or deface, destroy or damage Grinnell College or personal property, including without limitation removing or defacing any posters, flyers, etc., expressing viewpoints other than those in favor of unionization. The College reserves the right to remove posters or literature in violation of the Advertising/Signs/Tabling policy as set forth in the Student Handbook.
- E. *Neutrality Pledge.* The parties agree that the decision whether to be represented for purposes of collective bargaining should be made by the eligible voters. The Senior Staff of the College (with the exception of the Chair of the Faculty), and the Assistant Vice President of Human Resources, the Assistant Vice President of Student Affairs, the Associate Vice President of Student Affairs, and the Assistant Vice President of Enrollment will officially maintain a neutral stance as to the outcome of the election in all written public communications and in direct verbal and written communications with student workers. All other College administrators, faculty members, and College employees are not covered by this Neutrality Pledge.

5. Student Conduct. The parties acknowledge the following:

- A. *Community Standards.* Each and every student of Grinnell College is governed by the College's Community Standards as set forth in the Student Handbook. This Agreement, an individual's status as a student employee, or an individual's status as a member of the Union does not in any way limit the full applicability of the College's Community Standards.
- B. *Student Conduct Process.* Pursuant to the Student Handbook, students of the College who engage in misconduct may be subject to a student conduct process, including student conduct adjudication through an Administrative Hearing, adjudication by the College Hearing Board, or adjudication by the Judicial Council. Pursuant to the College's Sexual Misconduct Policy, students of the College who engage in sexual misconduct may be subject to an adjudication by the Title IX office. This Agreement does not limit or impede in any way the right for members of the College Community to file a student conduct complaint. Neither does this Agreement limit or impede in any way the authority of the Dean of Students, the College Hearing Board, or the Title IX office to adjudicate any misconduct complaints.

6. Academic Values. The parties acknowledge the following:

- A. *Students-First.* 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 agree to further, to the fullest extent possible, the safety of the student workers, 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.
- B. *Academic Mission.* The parties to this agreement acknowledge that the College's mission is to provide an education in the liberal arts through free inquiry and the open exchange of ideas. This Agreement shall not be construed to limit or infringe in any way upon the mission of the College.
- C. *Academic Freedom.* This agreement shall not be construed to limit or infringe upon in any way the academic freedoms of the College, its faculty, or its students. In particular, the parties acknowledge that the academic freedom of the College faculty is governed by Part Two Section 8 of the Grinnell College Faculty Handbook, which is made part of the contract of every Grinnell College faculty member pursuant to Part Two Section 8(E) of that handbook. The parties to this Agreement will implement this Agreement in a way which will preserve and foster the academic mission of the College, the academic endeavors of the College's faculty, and the educational pursuits of the College's students.

7. Bargaining Obligation

- A. *Good Faith Bargaining.* If the Union is determined to be the exclusive representative of all student workers as a result of the election procedures described above, the College and the Union will commence negotiations in good faith over the terms of a future collective bargaining agreement.
- B. *Negotiation Training.* The parties agree that each representative of the Union and the College who intends to engage in a formal collective bargaining session must undergo collective-bargaining training before attending the session. This requirement will be satisfied if the representative has undergone collective-bargaining training within 365 days prior to the collective bargaining session. Individuals observing and not actively engaging in collective bargaining shall not be required to undergo collective-bargaining training.
- C. *Limited Obligation.* The Union recognizes that the College's bargaining obligation is limited by the NLRA to "wages, hours and terms and conditions of employment" of the student workers. The Union recognizes that certain issues involving the academic mission of the College and

academic freedom lie outside the scope of bargaining as defined by the NLRA. These issues may 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; (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. Notwithstanding the above, the parties will bargain in good faith over the contents of a management rights clause for their collective bargaining agreement containing examples of management prerogatives that are outside the scope of bargaining. Finally, nothing in this section should be read as limiting the Union's ability to request bargaining over the effects of including such management prerogatives into the future collective bargaining agreement.

- D. *Community Advisors.* If the Union is determined to be the exclusive representative of all student workers as a result of the election procedures, the College will invite the Union to discuss designating Community Advisors as hourly employees. Should the Union be recognized as the exclusive collective bargaining representative of student workers and the Community Advisors be designated hourly employees, the College agrees to voluntarily accrete the Community Advisors into the Union
 - E. *Mediation with respect to Bargaining.* To the extent the parties have difficulty in expeditiously reaching an agreed-upon future collective bargaining agreement, they may utilize a mutually-agreed-upon mediator to facilitate discussion and agreement. The mediator shall have the ability to sit in negotiating sessions, speak separately with each party and utilize his/her best efforts to encourage the parties to compromise and reach agreement. However, no "interest arbitration" of any kind shall be permitted. For purposes of this Agreement, the term "interest arbitration" is defined as a final and binding process whereby the issues not resolved in contract negotiations are presented to an impartial arbitrator for the arbitrator to decide what the resolution shall be.
8. **Notice to Parties.** Any notice to be served on the Employer under this Agreement will be sent via email to grimesjana@grinnell.edu. Any notice to be served on the Union under this Agreement will be sent via email to president@ugsdw.org.

- 9. No Strike.** The Union will not engage in an “Authorized Strike” (i.e., any strike, work stoppage, slowdown, sympathy strike, or other interference with the College’s operations where the Union authorizes such action) while this Agreement is in effect. Additionally, the College agrees not to lockout student workers while this Agreement is in effect. Should an unauthorized strike occur, the parties may immediately utilize mediation to attempt to resolve the dispute.

10. Dispute Resolution.

- A. *NLRB*. To the extent the NLRB has jurisdiction over any dispute between the parties that arises out of Section 3 [Election Procedures] of this Agreement, such dispute shall be resolved solely by the NLRB.
- B. *Mediation*. If any dispute between the parties regarding this Agreement is outside either the jurisdiction of the NLRB or the scope of Section 3 [Election Procedures], such dispute will be mediated in accordance with the terms of this Agreement. Any mediation under this Section shall be held within 10 calendar days of notice by one of the parties to the other, and will be limited to one day in duration, with the time evenly divided between the parties.

Any mediator utilized pursuant to this Agreement will adhere to the Model Standards of Conduct for Mediators jointly issued by the American Arbitration Association (the “AAA”), American Bar Association, and Association for Conflict Resolution. Moreover, the parties agree that the cost of mediation shall be borne equally by the parties, except that each party shall bear sole responsibility for payment of its attorney's fees.

- C. *Arbitration*. If mediation conducted pursuant to Section 10(B) of this Agreement is unsuccessful, the parties agree to submit the matter to an AAA factfinder who will, after hearing the positions of the parties adopt either the position of the College or the Union or render an independent decision. The parties will each be able to select from the positions outlined by the factfinder. If the parties do not agree following fact-finding, the matter will be submitted to binding arbitration conducted by the AAA.

Any arbitrator used pursuant to this Agreement shall be agreed upon by the parties prior to arbitration. The arbitrator will follow standards applied by the NLRB under the NLRA to the extent that those standards are otherwise consistent with this Agreement. The arbitrator shall follow, as applicable, the Labor Arbitration Rules of the AAA. With respect to any arbitration under this Agreement, all arbitration costs shall be shared equally between the parties, except that each party shall bear sole responsibility for payment of its attorney's fees.

- D. *Exclusivity*. With the exceptions of any dispute covered by Section 10(A) of this Agreement and the filing of an election petition pursuant to this Agreement,

neither party will initiate any proceeding with the NLRB regarding, including without limitation, issues concerning provisions of this Agreement, the decision by the student workers whether to be represented by the Union, or the conduct of the parties in connection with the decision of the student workers whether to be represented by the Union.

Following the conclusion of an election held pursuant to this Agreement, neither party will appeal or contest NLRB certification, or lack thereof, through unfair labor practice proceedings or the federal courts.

Nothing in this Agreement shall prevent either party from the right to initiate proceedings with the NLRB to resolve issues that occur after the bargaining obligation attaches.

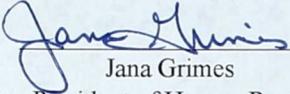
11. Duration. This Agreement shall remain in effect from the date it is fully executed until May 30, 2022, or expire when the Union is recognized as the exclusive collective bargaining representative through the election process referenced in Section 7 of this Agreement, whichever comes first. However, Section 7 [Bargaining Obligation] herein will survive the termination of this Agreement and any disputes concerning the parties' obligations under Section 7 shall continue to be resolved through mediation. Section 7 shall expire upon ratification of a collective bargaining agreement.

12. Superseding Events. Notwithstanding any language in this Agreement:

- A. *Change in Law.* In the event the NLRB or a court of competent jurisdiction overrules *Columbia University*, 364 NLRB No. 90 (2016), or finds that undergraduate students employed by educational institutions that they attend are not employees under the NLRA before the College and Union reach a future collective bargaining agreement, this Agreement will immediately terminate and shall have no further force or effect and the College will have no further obligations to the Union. However, the parties agree that any future collective bargaining agreement reached between the parties will be honored for the duration of that agreement.
- B. *Current Agreement.* This Agreement shall have no effect on the enforceability of the Collective Bargaining Agreement executed by the College and the Union in July of 2021. Pursuant to the terms of that agreement, it shall remain in full force and effect until it expires or is superseded.
- C. *Ratification.* This Agreement shall not become effective unless and until it is both executed by authorized representatives of the parties and then ratified by both parties' respective ratification bodies.

For the Trustees of Grinnell College:

For the Union of Grinnell Student Dining Workers:



Jana Grimes
Vice President of Human Resources

3-4-2022
Date



Keir Hichens
President

3/4/2022
Date

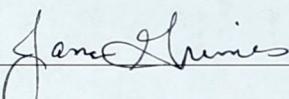
APPENDIX A

Members of the Grinnell College Community,

Grinnell College and the Union of Grinnell Student Dining Workers (“UGSDW”) have entered into a neutrality agreement to govern a possible union representation election among eligible students at Grinnell College, should such an election take place.

This agreement creates formal election procedures, voter eligibility guidelines, and a dispute resolution mechanism to help guide an election. The agreement reinforces that if an election is held at Grinnell College, UGSDW and Grinnell College will work together to ensure that it is free and fair and upholds the right of students who are employed by Grinnell College to decide whether or not they want a labor union to represent their interests on employment issues.

Sincerely,



Jane Haines
Grinnell College



Keir Kicheny
UGSDW

APPENDIX B

CONSENT ELECTION AGREEMENT

The parties AGREE AS FOLLOWS:

1. **Procedural Matters.** The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.
2. **Commerce.** The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c). The Employer, Grinnell College, is a private non-profit college of higher education with a campus located at 1115 8th Ave, Grinnell, Iowa. In the course and conduct of its business operations, the Employer receives gross annual revenues in excess of one million dollars of which at least \$50,000 is received directly from points located outside the state of Iowa. The Employer is engaged in commerce within the meaning of the Act.
3. **Labor Organization.** The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.
4. **Election Details.** A secret ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on April 12, 2022 from 9:00 am–5:00 pm on the campus of Grinnell College in Room 101 of the Joe Rosenfield Campus Center. In the event an in-person election cannot be conducted due to the Covid-19 pandemic, ballots shall be mailed to eligible voters on March 30, 2020 and must be returned no later than April 20, 2020 at 5:00 pm. Voters will be allowed to vote without interference, restraint, or coercion. If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.
5. **Armour-Globe Election.** If a majority of valid ballots are cast for UGSDW, they will be taken to have indicated the employees' desire to be included in the existing unit currently represented by the Union. If a majority of valid ballots are not cast for representation, they will be taken to have indicated the employees' desire to remain unrepresented.
6. **Unit and Eligible Voters.** The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: student workers, defined as all degree-seeking individuals who are simultaneously (1) enrolled as undergraduate students, full-time or part-time, at Grinnell College and (2) employed by Grinnell College as non-exempt, hourly employees. Excluded from the unit are: (1) students whose sole "employment" relationship with Grinnell College is an internship, research fellowship, Mentored Advanced Project, or an equivalent relationship, such as externally grant-funded positions, (2) students who were formerly, but are not longer, enrolled as undergraduate students at Grinnell College, or (3) students who were formerly, but are no longer, non-exempt hourly employees of Grinnell College. Those eligible to vote in the election are: all individuals who 1) qualify as student workers as defined in this Agreement on the date which the Union files an election petition, 2) have worked for the College two or more hours in any calendar week during the period beginning on January 22, 2022 and ending on the date the Union files an election petition, and 3) who

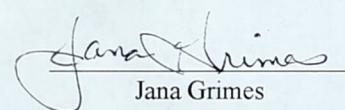
qualify as student workers through their employment with the College in a position other than or in addition to a position in Dining Services. Student workers engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, student workers engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Student workers who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are (1) student workers who have quit or been discharged for cause after the designated payroll period for eligibility, (2) student workers engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) student workers engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

7. **Voter List.** Within seven (7) days after the Regional Director has approved this Agreement, the College shall provide to the Regional Director an election eligibility list containing the full names and addresses as provided in the College's Student Directory of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).
8. **The Ballot.** The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English. The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by the Union of Grinnell Student Dining Workers?" The choices on the ballot will be "Yes" or "No".
9. **Notice of Election.** The Notice of Election shall be written in English. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.
10. **Accommodations Required.** All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and Case 01-RC-139754 Page 3 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.
11. **Observers.** Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.
12. **Tally of Ballots.** Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.
13. **Objections, Challenges, and Reports.** Objections to the conduct of the election or conduct affecting the results of the election, or to a determination of representation based on the results of the election, may be filed with the Regional Director within 7 days after the tally of ballots has been prepared and made available to the parties. The Regional Director will serve a copy of the objections on each of the other parties. If objections are sustained, the Regional Director may

include in the report an order voiding the results of the election and conduct a new election under the terms of this Agreement at a date, time, and place to be determined by the Regional Director. If the challenges are determinative of the results of the election, the Regional Director shall investigate the challenges and issue a report. The method of investigation of objections and challenges, including whether to hold a hearing, shall be determined by the Regional Director, whose decision shall be final.

- 14. Post Election and Runoff Procedures.** All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.
- 15. Certification.** The Regional Director will issue a certification of the results of the election, including a certification of representative where appropriate, with the same force and effect in this case as if issued by the Board.
- 16. Finality of Regional Director's Decision.** All rulings and determinations made by the Regional Director will be final, with the same force and effect in that case as if issued by the Board.

For the Trustees of Grinnell College:

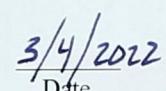


Jana Grimes
Vice President of Human Resources

For the Union of Grinnell Student Dining Workers:



Keir Hichens
President



3/4/2022
Date

NLRB Agent Name
NLRB Agent Title

Date

Jennifer A. Hadsall
Regional Director

Date