

NEUTRALITY AGREEMENT

between

GRINNELL COLLEGE

and

UNION OF GRINNELL STUDENT DINING WORKERS

This **AGREEMENT** is entered into by and between Grinnell College (“College”) and the Union of Grinnell Student Dining Workers (“Union”).

ARTICLE I: Neutrality

1.1 Obligations. The College agrees to adopt a position of neutrality regarding the unionization of any student employees of the College not presently represented by the Union in collective bargaining.

1.2 Definition of Neutrality. Neutrality is hereby defined to mean that the College will not conduct itself or communicate in a negative, derogatory or demeaning nature about the Union (including its officers’ motives, integrity, character or performance) or about labor unions or employers generally during any representation effort or campaign. In addition, the College will not engage in conduct, threats, misrepresentations, or delaying tactics which might thereby frustrate the desires of the employees or interfere with employee’s rights to select union representation. The College will not provide any support or assistance of any kind to any person or group which is opposed to the principles of this agreement. In addition, neutrality also means that the College will not commit an unfair labor practice, and in the event a complaint is issued by a Regional Director of the National Labor Relations Board (NLRB) or other federal or state agency over any alleged misconduct, the College agrees to accept a settlement of the Complaint as proposed by the NLRB General Counsel. In addition, neutrality means that the College and its agents will not conduct a campaign to oppose union representation, and, when requested by the Union, will also advise its employees in writing and orally that it is not opposed to the Union being selected as their bargaining agent.

ARTICLE II: Organizing Procedures

2.1 Establishing Majority Status. The College agrees that the Union may select the method for establishing its majority status, whether it be a card check or NLRB election. The Union may also determine the appropriate bargaining unit.

2.2 Employee List. The College agrees to provide the Union with a list of all employees in the bargaining unit proposed by the Union. The list will be provided to the Union in electronic format within one week of the Union's request and shall include, for each employee, the employee's full name, date(s) of hire, classification(s), department(s), phone number, and e-mail address. The employee list may be updated monthly as requested by the Union.

2.3 NLRB Process. In the event the Union seeks an NLRB election, the College agrees not to delay any proceedings and to stipulate to the Union's description of an appropriate bargaining unit. The College agrees that the secret ballot election will be held within thirty (30) days of the date the petition or request for an election is filed. Both parties agree to abide by the results of the election, and waive the right to file any objections or protest to such an election.

2.4 Card Check. Upon written request by the Union, the College agrees to recognize the Union without an NLRB election and commence bargaining if the Union secures a simple majority of authorization cards of the employees in the proposed bargaining unit. The card check will be conducted by a mutually agreeable third party within five (5) days after the Union's request. The third party shall maintain the confidentiality of the cards.

ARTICLE III: Dispute Resolution

3.1 Procedure. Any violations of this agreement, including any disputes such as conduct during an organizing campaign, voter eligibility, definition of a bargaining unit, etc., will be resolved by a decision of a mutually agreed-to arbitrator rendered not later than fourteen (14) days after the party's demand for arbitration. The arbitrator's decision will be final and binding on the parties.