



**UGSDW**

GRINNELL, IOWA  
(319) 343-7718

**ZIJUN "SAM" XU**  
EXECUTIVE BOARD MEMBER

December 7, 2018

Dr. Raynard S. Kington  
President, Grinnell College  
1600 Park Street  
Grinnell, IA 50112

Dear Dr. Kington:

We, as students, as workers, and as Grinnellians, came to your house today with goodwill. We marched here from the central campus because it seems to us that it is increasingly difficult to engage in any meaningful conversation with you on the important question of student worker unionization.

We deeply appreciate your suggestion that your door is always open to any student who would like to speak with you individually as a member of this academic community. But as we have shown in the past year of organizing and especially in last month's election, we believe we are also workers, and we believe we are stronger together.

We understand the complicated legal dimension of this issue. However, with goodwill, a conversation with UGSDW about a framework is possible. Just last month, Columbia University had that conversation and reached a mutually-beneficial agreement with the student workers there under almost identical, difficult circumstances, with legal counsel from none other than the attorneys of Proskauer Rose.

Such a conversation would provide a viable path toward safeguards against potential tension and divisiveness on campus. Not only can a framework preserve Grinnell College's capability of pursuing its core mission, our core mission, but also it has the potential to change this institution for the better. The country is watching; the outcome of our conversation, or the lack thereof, will have profound national implications. We sincerely hope that our discussion emerges informative and inspiring for the rest of the country.

A man's home is his castle. We apologize in advance for any inconveniences caused by our brief, unannounced visit. But instead of building castles against each other, together we can build bridges.

Respectfully,

Zijun "Sam" Xu '20

# **FRAMEWORK AGREEMENT**

## **GRINNELL COLLEGE**

*and*

## **UNION OF GRINNELL STUDENT DINING WORKERS**

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

- (1) The College will recognize the Union as the exclusive representative of the individuals in the NLRB-certified bargaining unit in Case No. 18-RC-228797 ("Unit"), and will bargain in good faith with the Union over their wages, hours, and other terms of employment.
- (2) The Union agrees that any collective bargaining agreement to be negotiated with the College will not infringe upon the College's academic decision making or the College's right to manage the institution.
- (3) The College and the Union agree that the employees in the Unit are, first and foremost, students. The advancement of the educational goals of the employees and the efficient operation of the College are the mutual obligations of the parties.
- (4) The Union agrees that any collective bargaining agreement to be negotiated with the College will not infringe upon the rights of students under the Family Educational Rights and Privacy Act ("FERPA") or Title IV of the Higher Education Act ("Title IV"). The Union further agrees that it will never require the College, directly or indirectly, to release personally identifiable information which is covered under FERPA or Title IV without the express written consent of the individuals in question.
- (5) The Union agrees that any collective bargaining agreement to be negotiated with the College will not infringe upon the freedom and discretion of faculty of the College to hire student research assistants or other positions on short notice if necessary.
- (6) The Union agrees that, in a first collective bargaining agreement, it will not propose or seek a minimum wage higher than \$9.00 per hour.
- (7) The Union agrees that it will not affiliate, partner, or merge with another labor organization until January 1, 2022.
- (8) The Union agrees that it will not to authorize or condone any economic strike or work stoppage, and the College agrees that it will not engage in any lockout, until January 1, 2020.
- (9) The Union and the College will commence bargaining a collective bargaining agreement no later than December 15, 2018.
- (10) The College agrees that it will not seek review of any aspect of the above-referenced pending NLRB Case No. 18-RC-228797.