

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into by and between the Union of Grinnell Student Dining Workers on behalf of itself and its current and former agents (collectively the "UGSDW") and Grinnell College on behalf of itself; its attorneys; and its current and former agents, including but not limited to its trustees (collectively the "College").

WITNESSETH:

WHEREAS, the UGSDW is the exclusive representative of all Student Workers of the College.

WHEREAS, on or about October 6, 2022, the UGSDW and the College began the process of collective bargaining.

WHEREAS, on or about May 10, 2023, the UGSDW initiated a strike prior to the parties reaching impasse in collective bargaining.

WHEREAS, on or about May 10, 2023, the College filed an Unfair Labor Practice charge (Case No. 18-CB-317836) with the National Labor Relations Board (the "NLRB").

WHEREAS, on or about May 10, 2023, the College cancelled a mediated collective bargaining session scheduled for May 11, 2023.

WHEREAS, on or about May 11, 2023, the UGSDW filed an Unfair Labor Practice charge (Case No. 18-CA-317847) with the NLRB.

WHEREAS the College maintains that the May 10, 2023 strike was in violation of the National Labor Relations Act (the "NLRA") and the Union maintains the strike is consistent with the NLRA.

WHEREAS the UGSDW maintains that cancellation of the mediated collective bargaining session was in violation of the NLRA and the College maintains that cancellation of the mediated collective bargaining session was consistent with the NLRA.

WHEREAS the UGSDW and the College desire to settle fully and finally both Case No. 18-CB-317836 and Case No. 18-CA-317847 (collectively the "ULP Charges").

THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. **Student Workers.** The term "Student Workers" shall include 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. The term "Student Workers" shall not include (1) students whose sole employment relationship with Grinnell College is an internship,

research fellowship, Mentored Advanced Project, or an equivalent relationship, and (2) guards and supervisors as defined in the National Labor Relations Act, as amended.

2. **Withdrawal.** Immediately upon execution of this Agreement, the College will withdraw its charge in Case No. 18-CB-317836 and the UGSDW will withdraw its charge in Case No. 18-CA-317847.

3. **Collective Bargaining.** Upon withdrawal of the ULP Charges, the College and the UGSDW agree to resume mediated collective bargaining sessions within a reasonable time. The parties will do all that is administratively feasible to schedule mediated bargaining sessions at least once a week. Mediated collective bargaining sessions shall be a minimum of four hours in length.

During any week the parties are available to bargain but a mediator is unavailable, the parties shall schedule a non-mediated collective bargaining session. Non-mediated collective bargaining sessions shall be a minimum of two hours in length.

Attendance at mediated collective bargaining sessions shall be in-person and limited to a mediator and representatives of the Union's and College's respective bargaining teams who have received negotiation training pursuant to Section 7 of the Neutrality Agreement executed by the parties. Attendance at non-mediated collective bargaining sessions shall be in-person, unless otherwise agreed upon by both parties, and limited to representatives of the Union's and College's respective bargaining teams who have received negotiation training pursuant to Section 7 of the Neutrality Agreement executed by the parties. However, non-mediated collective bargaining sessions will be live-streamed and recorded for public view.

Successive collective bargaining sessions shall be held until either a) the parties reach a collective bargaining agreement or b) a Declaration of Impasse has been issued by one or both parties.

4. **Declaration of Impasse.** For purposes of this Agreement, a Declaration of Impasse shall set forth in writing that the issuing party has a good-faith belief that collective bargaining is deadlocked and that further negotiations will not result in a collective bargaining agreement. A Declaration of Impasse shall identify the terms and conditions of employment over which the issuing party believes that the parties are deadlocked. A Declaration of Impasse shall be signed and dated by the issuing party and delivered to the receiving party.

5. **No Strike/No Lockout.** Until a Declaration of Impasse has been issued by one or both parties or the parties have executed a collective bargaining agreement, the College shall not engage in any Lockout against the UGSDW and the UGSDW shall not engage in any Strike. Nothing in this provision shall be construed to prohibit the UGSDW from engaging in any Non-Strike Demonstration consistent with the policies contained within the Grinnell College Student Handbook. If UGSDW does engage in any Non-Strike Demonstration, it shall clearly and repeatedly advise all participants that the demonstration is for informational purposes only and cannot prevent or discourage any student worker from participating in work.

6. **Lockout Definition.** For purposes of this Agreement, the term Lockout shall include lockouts against the Union and lockouts against any and all Student Workers.

7. **Strike Definition.** For purposes of this Agreement, the term Strike shall include all concerted stoppages of work, sickouts, slow-downs, walkouts, interruptions, and formation of or refusal to cross picket lines which has the intent or effect of preventing or discouraging student workers from participating in work. The term Strike shall exclude all activities constituting a Non-Strike Demonstration pursuant to Section 8 of this Agreement.

8. **Non-Strike Demonstration Definition.** For purposes of this Agreement, the term Non-Strike Demonstration shall include all protests and demonstration which do not have the intent or effect of preventing or discouraging student workers from participating in work. The term Non-Strike Demonstration shall exclude all activities constituting a Strike pursuant to Section 7 of this Agreement.

9. **Full and Comprehensive Release of Case No. 18-CA-317847.** In consideration of the release of Case No. 18-CB-317836, as well as the other promises made herein, the UGSDW hereby irrevocably and unconditionally releases, remises and forever discharges the College from any claims, demands, causes of action, obligations, damages or liabilities which are the subject of Case No. 18-CA-317847. The UGSDW recognizes that the Agreement contemplates the extinguishment of any such claim or claims.

10. **Full and Comprehensive Release of Case No. 18-CB-317836.** In consideration of the release of Case No. 18-CA-317847, as well as the other promises made herein, the College hereby irrevocably and unconditionally releases, remises and forever discharges the UGSDW from any claims, demands, causes of action, obligations, damages or liabilities which are the subject of Case No. 18-CB-317836. The College recognizes that the Agreement contemplates the extinguishment of any such claim or claims.

11. **Covenant Not to Sue.** The College and the UGSDW further agree, promise and covenant that neither they, nor any person, organization or any other entity acting on their behalf will file, charge, claim, sue or cause or permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief or other) involving and based upon any claims, demands, causes of action, obligations, damages or liabilities which are the subject of the ULP Charges.

12. **Voluntary Agreement.** The College and the UGSDW represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement, that the College and the UGSDW are voluntarily entering into this Agreement, and that neither the College nor the UGSDW made any representations concerning the terms or effects of the Agreement other than those contained herein.

13. **Iowa Law Governs.** The Agreement is made and entered into in the State of Iowa, and shall in all respects be interpreted, enforced and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

14. **Severability of Remaining Parts.** Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of the Agreement.

15. **Entire Agreement.** The Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. No modification of the Agreement and shall be valid unless set forth in a written document entitled "Amendment to Settlement Agreement and General Release" and signed by all the parties.

16. **Counterparts; PDF Signatures.** The Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the parties to the counterparts had signed the same instrument. Further, the pages of the Agreement may be transmitted by PDF, and signatures and initials transmitted by PDF shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement and General Release.

February 20th 2024
Date

Conrad Dahm
By Conrad Dahm on behalf of the
Union of Grinnell Student Dining Workers

February 20, 2024
Date

Jana Grimes
By Jana Grimes on behalf of Grinnell College