

## Neutrality Agreement

### 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 Beloit College's policies, the National Labor Relations Act (the "NLRA") and this Agreement.

B. *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.

C. *Student Rights.* If any student objects to being solicited by the Union, the Union representatives must halt solicitation of that student.

D. *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, (1) enrolled as undergraduate students, full-time or part-time, at Beloit College and either (2) employed by Beloit College as non-exempt, hourly employees or (3)

employed by Beloit College as an Resident Assistant (RA) or Orientation Leader (OL). The term “student workers” does not include (1) students who were formerly, but are no longer, enrolled as undergraduate students at Beloit College.

## **2. Pre-recognition Procedures**

A. *Excelsior List*. At the earliest practical time after the signing of this agreement, 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 participate in the union 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.

B. *Recognition Agreement*. The College commits to voluntarily recognizing the Union as any such time as the Union can produce evidence to an agreed upon third party of a majority support through union authorization card signatures by student workers.

## **3. Open Discussion and Access to Information.** The parties agree that, in the interest of having a well-informed student body 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 Beloit 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. 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 A. 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.* Beloit 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.

E. *Neutrality Pledge.* The College administration's officers, agents, or representatives shall not engage in any efforts to influence students around Union formation, including but not limited to speeches, one-on-one meetings, distribution of literature, or other activities intended to influence the free choice of the covered employees. The University administration shall communicate this commitment to its officers, agents, and representatives.

**4. Student Conduct.** The parties acknowledge that each and every student of Beloit 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.

**5. Academic Values.** The parties acknowledge the following:

A. *Students-First.* The student workers covered by this agreement are, first and foremost, students.

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. 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.

## **6. 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 recognition procedure described above or any other legal method, 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 College who intends to engage in a formal collective bargaining session must undergo collective-bargaining training before attending the session. The Union agrees that it will have the same requirement for at least one member of the Union present at each collective bargaining agreement due to the impracticality of requiring all Union members who will be authorized to negotiate through the Union's open bargaining policy to attend such training. This requirement will be satisfied if the representative has undergone collective-bargaining training within 365 days prior to the collective bargaining session.

**7. Notice to Parties.** Any notice to be served on the Employer under this Agreement will be sent via email to [insert college email]. Any notice to be served on the Union under this Agreement will be sent via email to bswunited@gmail.com.

**8. Duration.** This Agreement shall remain in effect from the date it is fully executed until May 30, 2025, or expire when the Union is recognized as the exclusive collective bargaining representative through the voluntary recognition process referenced in Section 2 of this Agreement, whichever comes first. However, Section 6 [Bargaining Obligation] herein will survive the termination of this Agreement and any disputes concerning the parties' obligations under Section 6 shall continue to be resolved through mediation. Section 6 shall expire upon ratification of a collective bargaining agreement.

For the Trustees of Beloit College:

For the Beloit Student Workers Union:

## **APPENDIX A**

Members of the Beloit College Community,

Beloit College and the Beloit Student Workers Union (“BSWU”) have entered into a neutrality agreement to govern a possible union representation through voluntary recognition based on a union authorization card check procedure.

This agreement creates formal procedures around student worker eligibility guidelines, voluntary recognition requirements, and commitments from the College to remain neutral during the Union organizing process. The agreement reinforces the ideals of Beloit College around respect and fairness by ensuring that the voices of students are heard without the often ugly process of union recognition.

Sincerely,

Beloit College and BSWU