

AGREEMENT

The University of Minnesota (“the University”) and United Electrical, Radio, and Machine Workers of America (UE), and its local union GLU-UE Local 1105 (collectively “the Union”) hereby agree as follows:

1. For purposes of this Agreement, the term “graduate school fellows” means or encompasses those individuals currently categorized by the University as a graduate school fellow, graduate school trainee, professional school fellow, or professional school trainee, whom the Union asserts fall within the modified bargaining unit description for the graduate assistants bargaining unit in PELRA, and also qualify as “public employees” under PELRA.
2. The University shall withdraw the Petition for Clarification or Amendment of Appropriate Unit that it filed with Bureau of Mediation Services (BMS) on October 10, 2024, which BMS has docketed as Case 25PCL0413. Neither the University nor the Union shall file a Petition for Clarification or Amendment of Appropriate Unit, or other representation case with BMS, regarding the graduate school fellows unless and until the process set forth in paragraph #7 of this Agreement breaks-down without an agreement between the parties.
3. It is understood and agreed between the parties that the University’s withdrawal of the petition in Case 25PCL0413 will result in BMS dismissing the petition, and lifting the October 11, 2024, Notice of Maintenance of Status Quo Order, thereby paving the way for the parties to resume collective bargaining negotiations for the graduate assistants for whom the Union has been certified by BMS as the exclusive representative.
4. The parties agree that, upon the lifting of the Notice of Maintenance of Status Quo Order, they shall promptly participate in good faith negotiations over the terms and conditions of employment for the graduate assistants, with the aim of expeditiously reaching agreement on a collective bargaining agreement covering the graduate assistants for whom the Union has been certified by BMS as the exclusive representative.
5. In light of the agreements and commitments made by the parties in this Agreement, including those specified in paragraph #3 and paragraph #4 above, the Union shall cancel and/or discontinue the strike authorization vote that the Union has announced for October 28 – 31, 2024. The parties agree to participate in additional mediation sessions, and bargain in good faith over the terms and conditions of employment for the graduate assistants during those mediation sessions, before either party will resort to economic action. The parties will immediately diligently work with each other to schedule four additional mediation sessions with the aim of having these on the calendar within three business days of executing this Agreement.
6. In light of the agreements and commitments made by the parties in this Agreement, including those specified in paragraph #7 below, the unfair labor practice charge that the Union filed with the Public Employment Relations Board (PERB), which PERB docketed as Case 25-U-085, shall be withdrawn. The parties have agreed to resolve the underlying issue as set forth in paragraph #7 below.
7. Promptly after the parties have reached agreement on a collective bargaining agreement covering the graduate assistants, and that labor agreement has been ratified by the bargaining unit and approved by the University Board of Regents, the parties shall meet in good faith for the purpose of trying to reach a mutual agreement on what individuals fall within “graduate school fellow, graduate school trainee, professional school fellow, [and] professional school

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trainee" under §179A.11, subd. 1(a)(10), and also qualify as a "public employee" as defined in §179A.03, subd. 14, including subd. 14(b)(5).

Both parties understand and recognize that it will take meaningful effort on their respective parts to work-through the process identified in this paragraph #7. The parties agree that they will devote sufficient time and energy to this process in order to make it efficient and productive; carefully review the pertinent issues; and enlist the participation of the right individuals to share facts and make determinations and agreements, all in the effort to find common ground and reach a mutual agreement. While the parties hope to achieve an agreement on their own, it is recognized that it might be prudent to at some point enlist the assistance of a BMS mediator, with the understanding that mediation needs to be mutually agreed-upon.

If the parties reach agreement through the diligent efforts described above, they will jointly file a Petition for Clarification of Amendment of Appropriate Unit with BMS, jointly requesting BMS to approve the parties' agreement, and to an issue an Order implementing and giving effect to the parties' agreement.

If, after exhausting the diligent efforts described above, the parties are not able to reach all necessary agreements to resolve all of the relevant issues, both parties reserve the right to file a Petition for Clarification of Amendment of Appropriate Unit with BMS. In the event of such filing, the parties will in good faith seek to narrow and minimize the issues for resolution, but both parties reserve the right to raise all arguments, positions, and defenses that they choose to raise.

8. It is agreed and understood that the terms and provisions of a collective bargaining agreement reached between the parties covering the graduate assistants, as the parties aim to achieve as described in paragraph #4 above, shall not apply to the graduate school fellows. For the graduate school fellows for whom the Union has become their exclusive representative through the process discussed in paragraph #7 above, including through BMS to the extent that the parties are not able to reach mutual agreement, the parties will bargain in good faith over the various terms and conditions of employment that shall apply to them. Nothing in this paragraph #8 shall be interpreted to preclude the parties from mutually agreeing that certain provisions they have included in the collective bargaining agreement covering the graduate assistants shall also apply to the graduate school fellows.

University of Minnesota

United Electrical, Radio, and
Machine Workers of America (UE), and
its local union GLU-UE Local 1105

Date: 10/28/24 Ken Horstman

Date: 10/27/24 J. Burger

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