

February 6, 2024

**VIA EMAIL (ugsdw.org@gmail.com)**

Union Leadership  
UGSDW

RE: Case Nos. 18-CB-317836 & 18-CA-317847

Dear UGSDW:

We have received your email of Feb. 2 and reviewed the proposed settlement language. In considering your proposed language in the Bargaining section, we are providing feedback that reflects our shared goal of getting to a contract.

To date, both parties have seen the most progress during the two mediated sessions with Commissioner Jim Tuecke. We are proactively reaching out to Commissioner Tuecke to ascertain his availability during the days and times that your team is available for bargaining and will communicate what we learn.

Given the strong preference for bargaining in the presence of a federal mediator, agreement to resume collective bargaining sessions within one week of withdrawal of the ULP charges may be unfeasible, because the timing of mediation may depend on Commissioner Tuecke's availability. Commissioner Tuecke is obligated to help teams come to a contract, which may require four-hour (or longer) mediation sessions. Additionally, the use of "intent" in the strike clause leaves this portion of the agreement open to subjective interpretation.

We propose language that addresses these issues below:

### 3. Bargaining.

Upon withdrawal of the ULP Charges, the College and the UGSDW agree to resume collective bargaining sessions within a reasonable time following the signing of this agreement. The parties will do all that is administratively feasible to schedule bargaining session meetings at least once a week for a minimum session length of two hours. In the event the parties have tentatively settled one or more of the outstanding issues within the next four collective bargaining sessions, they agree to increase the length of the sessions to three hours. Furthermore, bargaining

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sessions will be held in person, unless the parties agree otherwise. 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.

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 picket lines which have the intent or effect of preventing or discouraging student workers from participating in work. Nothing in this Agreement is intended to prevent either party from asserting their bargaining positions in writing, verbally, or through signage.

Sincerely,

*Logan Jay Eliasen*

Logan Jay Eliasen

LJE/jb

cc: Frank Harty  
Jana Grimes  
Mark Watts  
Brad Lindberg