

1 UNITED ACADEMICS PROPOSAL  
2  
3 **GROUND RULES FOR MEMORANDUMS OF UNDERSTANDING NEGOTIATIONS**  
4 **BETWEEN**  
5 **THE UNIVERSITY OF OREGON**  
6 **AND**  
7 **UNITED ACADEMICS, AAUP-AFT LOCAL 3209**

8 The parties agree to the following ground rules for negotiations for the collective bargaining  
9 agreement between the University of Oregon (University) and United Academics, AAUP-  
10 AFT (Union):

11 1. Scheduling

- 12 a. The parties' current collective bargaining agreement is scheduled to expire on  
13 June 30, 2021 and formal negotiations commenced by agreement of the parties on  
14 February 9, 2021.
- 15 b. The parties agree that neither party will request state mediation services or invoke  
16 ORS 243.712 until the parties have met for at least ~~30~~ 20 negotiation sessions.
- 17 c. The parties agree that they will hold negotiation sessions at least two times a  
18 month for no less than three hours per month. By mutual agreement, the parties  
19 may have longer sessions or may combine one or more monthly session(s) into a  
20 longer session that may count as multiple sessions. The lead negotiators will  
21 exchange emails verifying that a longer single session should count as multiple  
22 sessions.
- 23 d. If either party caucuses for more than ~~30~~ 45 minutes in a single ~~two~~ three-hour  
24 session, the other party can declare that the session will not count toward the ~~30~~  
25 20 sessions described above.
- 26 e. The parties will target July 2021 to exchange proposals on economic provisions  
27 (Article 26 through Article 31). It is understood that fiscal certainties may delay  
28 economic proposals past that target date, but each party will endeavor in good  
29 faith to meet the target. The parties agree to hold at least eight negotiation  
30 sessions after both parties have exchanged proposals on economic provisions  
31 before either party may request state mediation services or invoke ORS 243.712.
- 32 f. Any and all aspects of the above can be modified by mutual agreement at any  
33 time.

34 2. Lead Negotiators

35 Each bargaining team will include a lead negotiator who shall be empowered to engage  
36 in bargaining and bargain to conclusion. The lead negotiators will be responsible for  
37 maintaining team conduct and shall serve as primary spokespersons at the virtual table.

38 3. Negotiations format

- 39 a. Negotiations session will be conducted by Zoom Video Webinar, except by  
40 mutual agreement.

41 The United Academics will set up a Zoom ~~account~~ links to be used for each of the  
42 sessions. The meeting link will be sent to the University at least 72 hours ahead of

1 the first scheduled session time. The Union will also send the University a link for  
2 observers at least 72 hours ahead of the first scheduled session time.

3 4. Observers

4 ~~a. The parties acknowledge and agree that bargaining sessions are closed to the~~  
5 ~~public.~~

6 b. Observers will **be** allowed, ~~limited to bargaining unit members,~~  
7 ~~administrators, or persons whom the parties agree to observe with at least~~  
8 ~~one day notice~~ **through a Zoom link where they will be able to watch the**  
9 **session.**

10 c. Observers will be allowed in the session based on a first-come first-served  
11 basis. If the Zoom capacity is reached, observers can wait until another  
12 observer leaves the meeting.

13 ~~d. Observers will stay muted with cameras turned off and are not authorized to~~  
14 ~~record, stream or distribute the proceedings and each observer will be so~~  
15 ~~informed at the time they obtain a link, and observers shall be so informed~~  
16 ~~at each meeting.~~

17 5. Proposals

18 All proposals and counter-proposals will be sent to a designated person from each party  
19 in the form of a “pdf” at the beginning of each session and shared on the screens while  
20 they are being discussed. All proposals and counter-proposals will be sent to the  
21 designated person from each party in the form of a Microsoft Word document within  
22 24 hours of the close of the session.

23 6. Tentative Agreements

24 As each Article is finalized, the Union’s lead negotiator will electronically sign the  
25 Tentative Agreement and send a copy to the University’s Lead Negotiator. The  
26 University’s lead negotiator will also electronically sign the Tentative Agreement.

27 7. Information Requests

28 Reasonable information requests necessary for negotiations will be made in writing and  
29 directed to the chief negotiator for each party. The information will be provided in  
30 accordance with the collective bargaining agreement.

31 8. Caucuses

32 Each bargaining team may, after informing the other team, adjourn to a caucus room  
33 for a reasonable time.

34 9. Continuation

35 The parties agree that the current collective bargaining agreement, scheduled to expire on  
36 June 30, 2021, will remain in effect until ~~the~~ **until the Public Employees Collective**  
37 **Bargaining Act (PECBA) dispute resolution process is completed.**

38 10. Code of Conduct

39 a. The parties are expected to conduct themselves professionally and to interact  
40 respectfully. ~~If the conduct of an observer is disruptive or interruptive to either~~

1 party, either party may banish that observer from the Zoom. During the next  
2 caucus, the lead negotiators will then confer and attempt to resolve the  
3 disruption or interruption.

4 b. No person (including observers) may make an audio, video, or any other  
5 recording of a bargaining session or broadcast, live stream or otherwise  
6 distribute or share the content of the session with any other person or entity.  
7 Nothing in this section prohibits anyone from taking notes.

8 c. Any behavior by bargaining team members not expressly prohibited by these  
9 rules shall be deemed acceptable behavior so long as it remains within the  
10 confines of good faith bargaining.

11 11. Ground rules control

12 These ground rules supersede the provisions of Article 45 of the current agreement and  
13 supersede the timeline for invoking mediation as provided under ORS 243.712, which is  
14 hereby waived.

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16 4825-9350-7545.4