

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

4 1. Scheduling

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

27 2. Lead Negotiators

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

31 3. Negotiations format

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

34 The United Academics will set up a Zoom account to be used for each of the  
35 sessions. The meeting link will be sent to the University at least 72 hours ahead of  
36 the first scheduled session time. The Union will also send the University a link for  
37 observers at least 72 hours ahead of the first scheduled session time.

38 4. Observers

- 39 a. The parties acknowledge and agree that bargaining sessions are closed to the  
40 public.

- 1           b. Observers will allowed, limited to bargaining unit members, administrators,  
2           or persons whom the parties agree to observe with at least one day notice.
- 3           c. Observers will be allowed in the session based on a first-come first-served  
4           basis. If the Zoom capacity is reached, observers can wait until another  
5           observer leaves the meeting.
- 6           d. Observers will stay muted with cameras turned off and are not authorized to  
7           record, stream or distribute the proceedings and each observer will be so  
8           informed at the time they obtain a link, and observers shall be so informed  
9           at each meeting.

10       5. Proposals

11       All proposals and counter-proposals will be sent to a designated person from each party  
12       in the form of a “pdf” at the beginning of each session and shared on the screens while  
13       they are being discussed. All proposals and counter-proposals will be sent to the  
14       designated person from each party in the form of a Microsoft Word document within  
15       24 hours of the close of the session.

16       6. Tentative Agreements

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

20       7. Information Requests

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

24       8. Caucuses

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

27       9. Continuation

28       The parties agree that the current collective bargaining agreement, scheduled to expire on  
29       June 30, 2021, will remain in effect until theuntil the PECBA dispute resolution process  
30       is completed.

31       10. Code of Conduct

- 32           a. The parties are expected to conduct themselves professionally and to interact  
33           respectfully. If the conduct of an observer is disruptive or interruptive to either  
34           party, either party may banish that observer from the Zoom. During the next  
35           caucus, the lead negotiators will then confer and attempt to resolve the  
36           disruption or interruption.
- 37           b. No person (including observers) may make an audio, video, or any other  
38           recording of a bargaining session or broadcast, live stream or otherwise  
39           distribute or share the content of the session with any other person or entity.  
40           Nothing in this section prohibits anyone from taking notes.

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

4           11. Ground rules control

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

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9           4825-9350-7545.4