

1 **GROUND RULES AGREEMENT**

2 **between**

3 **THE UNIVERSITY OF OREGON**

4 **and**

5 **UNITED ACADEMICS, AAUP-AFT LOCAL 3209**

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

9 1. Scheduling

- 10 a. The parties' current collective bargaining agreement is scheduled to expire on  
11 June 30, 2024 and commence formal negotiations by February 1, 2024.
- 12 b. The parties agree that neither party will request state mediation services or  
13 invoke ORS 243.712 until the parties have met for at least 20 negotiation  
14 sessions.
- 15 c. The parties agree that they will hold negotiation sessions at least two times a  
16 month for no less than three hours per month. By mutual agreement, the parties  
17 may have longer sessions or may combine one or more monthly session(s) into  
18 a longer session that may count as multiple sessions. The lead negotiators will  
19 exchange emails verifying that a longer single session should count as multiple  
20 sessions. Should bargaining need to continue past June 15th, parties agree to  
21 discuss a summer pause of negotiations until Fall term or an alternate schedule.
- 22 d. If either party caucuses for more than 45 minutes in a single three-hour session,  
23 the other party can declare that the session will not count toward the 20 sessions  
24 described above.
- 25 e. The parties will target to exchange new proposals on economic provisions by  
26 March 14, 2024. It is understood that fiscal certainties may delay economic  
27 proposals past that target date, but each party will endeavor in good faith to  
28 meet the target. The parties agree to hold at least eight negotiation sessions after  
29 both parties have exchanged proposals on economic provisions before either  
30 party may request state mediation services or invoke ORS 243.712.
- 31 f. The parties will share the cost of bargaining and caucus space.
- 32 g. 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 table.

38 3. Negotiations

39 Negotiations will be held in person, except by mutual agreement. Observers will be  
40 allowed to the extent space allows and will be allowed through Zoom, if set up by either  
41 party, where they will be able to watch the session, but not participate or appear by chat,

1 audio, or video. Each team may arrange for non-team members to speak to specific issues  
2 at the table with 48 hours' notice to the other team's lead negotiator or by mutual  
3 agreement.

4  
5 If either party believes the presence of observers is interfering with productive, good faith  
6 bargaining, their lead negotiator may call a caucus. The lead negotiators will then confer  
7 and attempt to resolve the issue. Both parties acknowledge that the goal of the session is a  
8 good faith productive exchange of views with the other party. The parties may mutually  
9 agree to proceed with bargaining without observers for a designated period of time.

10 4. Proposals

11 All proposals and counter-proposals will be in writing and sent to a designated person  
12 from each party in the form of a PDF and/or Word format; preferably, before the  
13 beginning of each session and shared on the screens while they are being discussed. If  
14 not already provided, a Word version of the proposal will be provided to the lead  
15 negotiator of the other bargaining team (or designee) within 24 hours of the bargaining  
16 session.

17 5. Tentative Agreements

18 After each Article is finalized and agreed upon, the Union's lead negotiator will  
19 electronically sign the Tentative Agreement and send a copy to the University's Lead  
20 Negotiator. The University's lead negotiator will also electronically sign the Tentative  
21 Agreement. The parties are bound by tentative agreements (unless otherwise agreed to)  
22 subject to ratification/approval by their constituents when a comprehensive tentative  
23 agreement is reached.

24 6. Information Requests

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

28 7. Caucuses

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

31 8. Continuation

32 The parties agree that the current collective bargaining agreement, scheduled to expire on  
33 June 30, 2024, will remain in effect until the Public Employees Collective Bargaining  
34 Act (PECBA) dispute resolution process is completed.

35 9. Code of Conduct

36 a. The parties are expected to conduct themselves professionally and to interact  
37 respectfully.

38 b. No person (including observers) may make an audio, video, or any other  
39 recording of a bargaining session or broadcast, live stream or otherwise

1 distribute recorded content to any other person or entity. Nothing in this section  
2 prohibits anyone from taking notes, sharing summaries, or posting proposals.

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

6 10. Ground rules control

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

10 **For the University**



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Chris Meade, Lead Negotiator

**For the Union**

*Nathan Whalen*

[Nathan Whalen \(Jan 31, 2024 15:18 PST\)](#)

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Nathan Whalen, Lead Negotiator

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# UO UA Ground Rules - 2024

Final Audit Report

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