

## **2023 SEIU/OPU Negotiations Ground Rules**

- 1. Parties.** This Agreement is between SEIU Local 503, OPEU (Union) and the Oregon Public Universities (OPU): Eastern Oregon University (EOU), Oregon Institute of Technology (OIT), Oregon State University (OSU), Portland State University (PSU), Southern Oregon University (SOU), University of Oregon (UO), and Western Oregon University (WOU), individually referred to as the University or collectively referred to as the Universities. The Union and the Universities are collectively referred to as the Parties.
- 2. Purpose/Scope.** The purpose of this Agreement is to establish ground rules for the 2023 OPU/SEIU negotiations as outlined in Article 4, Section 3 of the parties' 2022- 26 Collective Bargaining Agreement (CBA). These ground rules may be modified only by mutual written agreement of the Parties.
- 3. Bargaining Teams.** Each Party's bargaining team shall be limited to ten (10) table representatives, including a Chief Spokesperson who shall be the only individual that can bind their respective Party. Prior to the first meeting to review proposals, each party will provide a written statement authorizing and naming those designated on their respective bargaining teams, and any alternates, who are empowered to bargain to conclusion on all matters to be included in a collective bargaining agreement between the Parties. A Party's Chief Spokesperson may make a substitution in bargaining team members or alternates by providing written notice to the other Party's Chief Spokesperson and, unless in extenuating circumstances, to provide the notice at least three (3) calendar days prior to the start of a negotiation session. Other University or Union staff may attend scheduled negotiation sessions, subject to prior notification by the Party's Chief Spokesperson; otherwise, access shall be limited to bargaining team members and alternates only, unless mutually agreed.
- 4. Initial Proposal Exchange/Commencement of Negotiations.** By no later than 5:00p.m. on October 5, 2023, the Parties agree to exchange a list of up to seven (7) Articles, attendant Letters of Agreement or Letters of Agreement, in addition to Article 21: Salary, from the CBA. The Parties previously agreed under Article 4, Section 3 of the CBA, and agree herein, to limit the direct bargaining timeline to ninety (90) days and that October 1, 2023 is considered the start of the direct bargaining timeline. All initial proposals on those Articles, attendant Letters of Agreement, or Letters of Agreement identified in the October 5 exchange and Article 21: Salary must be submitted by no later than November 1, 2023. Subsequent to these submissions, no new issues may be presented except as required for the exchange of counter proposals or as mutually agreed by the Parties. No proposals shall be made on Articles, attendant Letters of Agreement, or Letters of Agreement not identified in the October 5 exchange, unless required for the exchange of counter proposals or as mutually agreed upon by the Parties. At the initiation of either party on or after January 1, 2024, there will be a joint request for mediation.
- 5. Continuation of Article Provisions.** Articles, attendant Letters of Agreement, or Letters of Agreement not opened by an initial proposal from either Party on or before the deadlines for submitting proposals, as provided in Section 4, above, or opened but for which no proposals have been made prior to the deadlines set forth in Section 4, above, shall continue as current contract language unless opened by mutual agreement of the parties.

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**6. Negotiation Sessions.** Negotiation sessions will generally be scheduled for two consecutive days of in-person meetings at or near the following locations: EOU, OIT, OSU, PSU; SOU; WOU; UO; or, SEIU Local 503. At least two of the bargaining sessions shall occur at other University locations located outside the Willamette Valley and at least one of these shall occur at EOU, OIT, or SOU. While all bargaining team members will strive to attend meetings in-person whenever possible, if a member (or alternate) of a Party's bargaining team is unable to attend in-person, they may attend via an online videoconferencing platform (see section 7, below). In these situations, online attendance is equal to in-person attendance. The host University shall be responsible for ensuring suitable room arrangements, including audio/video technology and Zoom capability/access, for negotiations and team caucuses when negotiations are scheduled at a University and the Union's Spokesperson shall be responsible for making these arrangements when negotiations are scheduled at a SEIU Local 503 office. Each Party is responsible for providing meals and refreshments for its team members. The Chief Spokespersons for each negotiating team shall, by mutual agreement, determine the bargaining schedule, which will include dates, times and locations, and the agenda for each negotiation session.

**7. Virtual Negotiations.** In the event the Parties agree to virtual negotiations or if any member must attend negotiations virtually, the platform upon which virtual attendance is to occur and who shall distribute the link to the platform shall be agreed upon by the Chief Spokespersons. The designated Chief Spokesperson shall send the platform link to the other Party's Chief Spokesperson at least twenty-four (24) hours in advance of the negotiating session. The platform's "chat" feature shall be disabled. Each Party's Chief Spokesperson is responsible for establishing their respective caucus rooms (i.e., caucus link) and distributing both the caucus and platform links to the individuals authorized in Section 3, above. All table representatives in Section 3, above, shall have their camera on at all times during the negotiation session and microphone muted unless speaking. All others listed in Section 3, above, shall have their microphones off at all times during the negotiation session unless speaking.

**8. Code of Conduct.** Conduct during negotiation sessions shall be professional and in keeping with that expected of members of the university community and will include respect and sensitivity to the needs of others to speak and to orientate themselves to the issues of the session. Conduct also includes promptness to sessions and respect for the negotiations process (e.g., cancellation of meetings or when leaving a session). Individuals in attendance at negotiating sessions shall comply with this Code. Violations shall be addressed by the respective Chief Spokesperson(s) should they occur.

**9. Release Time.** Union bargaining team members shall be granted reasonable paid release time, including travel, in accordance with Article 14, Section 2. Reasonable travel time is defined as normal time needed to drive from the employee's university to the location where the meetings/sessions are being held. Where the bargaining team member reasonably believes they may need additional release time for travel, they will work with the University bargaining team member from their school to obtain authorization for the additional release time. In addition, subject to the University's prior approval, the University agrees to grant leave without pay or, at the employee's discretion, vacation, personal leave days, and/or exchange time or compensatory time off as appropriate, to additional employees who the Union determines are necessary to attend negotiations.

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**10. Salary Selective Presentations.** The Union will submit to the Universities a list of no “more than five (5) classifications or classifications series”, if any, in which it seeks selective salary increases, identify the salary range to which the Union proposes the classifications be moved and provide the Universities with overall comparative salary, benefits, and retirement documentation supporting increase proposed. This information shall be submitted by no later than November 1, 2023.

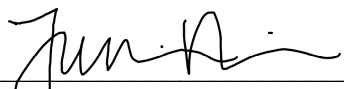
**11. Status and Record of Meetings.** Each Party may keep session notes as preferred. All negotiation sessions shall be held in executive session. Executive Session shall include all those in attendance as per Section 3, above. Session notes will be considered working papers, not public records. No audio or visual recordings will be made of the negotiation sessions, except as mutually agreed. Neither Party shall engage in social media communications while at the negotiating table nor directly quote individual members of the other bargaining team by name, title, or university, in social media, web based, or other communications. It is not a violation of these ground rules to attribute a position to the other bargaining team, or to describe or paraphrase either team’s statements without quoting by name.

**12. Proposals and Tentative Agreements.** For each proposal presented during an in-person negotiation, the Party presenting the proposal shall provide one (1) electronic copy to the other Party’s Chief Spokesperson. All proposals presented during virtual negotiations shall be shared through the platform and emailed to the other Party’s Chief Spokesperson. The Parties agree that proposals made by either Party in one bargaining session (i.e., one- or two-days of bargaining) shall receive a response from the other Party no later than at the beginning of the next bargaining session. Acknowledgement of receipt of the proposal or proposals shall constitute a sufficient response, and a failure to respond to the proposal or proposals shall not constitute an unfair labor practice. The Parties may reach tentative agreement on proposals individually, in groups, or in packages, subject to complete agreement and ratification. Such tentative agreements shall be established only by the dated initials of the Chief Spokespersons of both Parties. Tentative agreements are binding unless reopened by mutual agreement, or to discuss modifications in order to conform to changes in other Articles, attendant Letters of Agreement, or Letters of Agreement.

**13. Agreement/Execution Date.** The execution date for the Agreement and all its provisions shall be in accord with the specific terms as agreed upon by the Parties.

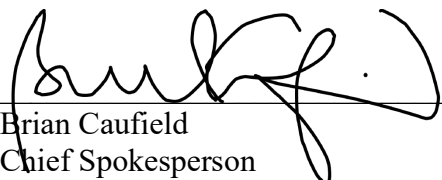
**14. Agreement and Ratification.** Each Party intends to reach a final agreement which each will recommend for ratification.

For: SEIU Local 503, OPEU

  
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Justine Deisher  
Chief Spokesperson

10.23.23  
\_\_\_\_\_  
Date

For: Oregon Public Universities

  
\_\_\_\_\_  
Brian Caufield  
Chief Spokesperson

10/5/23  
\_\_\_\_\_  
Date