

GROUND RULES FOR NEGOTIATIONS

BETWEEN

SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION

AND

UNIVERSITY SHARED SERVICES ENTERPRISE

1. **Parties.** This Agreement is between SEIU Local 503, Oregon Public Employees Union (Union) and University Shared Services Enterprise (USSE) on behalf of Oregon's Public Universities: 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), also collectively referred to as the Universities or Universities' Bargaining Team. The Union and USSE are also collectively referred to as the Parties.
2. **Purpose/Scope.** The purpose of this Agreement is to establish ground rules for negotiations as outlined in Article 4, Section 2 of the parties' 2015-19 Collective Bargaining Agreement. These ground rules may be modified in writing by mutual agreement of the Parties.
3. **Bargaining Teams.** Prior to the first meeting to review proposals, each Party will provide the other a written statement authorizing and naming those empowered to bargain to conclusion on all matters to be included in the Collective Bargaining Agreement, and alternates, if any. Each Party shall designate a chief spokesperson who shall be the only individual who can bind their respective Party. If either Party changes any of its members, it will provide the other Party with written notice of the change. USSE will notify the Universities' human resources departments of the names of the Union bargaining team members. The human resources departments, in turn, shall notify the applicable bargaining team members' supervisor in writing regarding the employee's designation as a bargaining team member.
4. **Release Time.** The Universities agree to grant one designated bargaining team member per university, plus the union's designated bargaining chairperson, paid release time in accordance with Article 14, Section 2. Further, commencing November 1, 2018, at the discretion of the member's university and subject to the university's prior approval, such designated bargaining team members shall be given reasonable release time to travel to and from such sessions and meetings in accordance with the terms of 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 as described above are being held. Where the bargaining team member has a night shift work schedule and reasonably believes he/she may need additional release time for travel, he/she will work with the



University bargaining team member from his/her 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.

5. **Bargaining Team Size.** Each bargaining team shall be limited to ten (10) table representatives. Other USSE, University or Union staff may attend scheduled bargaining sessions, subject to prior notification by the Party's chief spokesperson. Otherwise, access shall be limited to team members only, unless mutually agreed otherwise.
6. **Initial Proposal Exchange/Commencement of Negotiations.** The Parties agree to exchange a list of Articles and Letters of Agreement from the 2015-19 Collective Bargaining Agreement they wish to open during these negotiations. Such list shall also include any new issues it wishes to propose as an Article or Letter of Agreement. This exchange will occur between the Chief Spokespersons by electronic mail by no later than 5:00 p.m. on February 1, 2019. No proposals shall be made on Articles, Letters of Agreement, or issues not identified in the February 1 exchange, unless required for the exchange of counter proposals or as mutually agreed by the Parties. February 1, 2019 shall be the start of the 150 days for good faith negotiations as provided in ORS 243.712. The Parties shall complete the submission of initial proposals on those Articles, Letters of Agreements, or issues identified in the February 1 exchange by no later than May 27, 2019. Subsequent to this exchange, no new issues may be presented except as required for the exchange of counter proposals or as mutually agreed by the Parties.
7. **Continuation of Article Provisions.** Articles and Letters of Agreement not opened by an initial proposal from either Party on or before the deadlines for submitting proposals, as provided in Section 6, above, or opened but for which no proposals have been made prior to the deadlines set forth in Section 6, above, shall be carried forward for the successor Collective Bargaining Agreement unless opened by mutual agreement of the parties.
8. **Salary Selective Presentations.** The Union will submit to the Universities a list of classifications, if any, in which it seeks selective salary increases, identify the salary range to which the Union proposes the classification be move and provide the Universities with overall comparative salary, benefits, and retirement documentation supporting increase proposed. This information shall be submitted by no later than May 13, 2019.
9. **Negotiation Sessions and Agenda.** The Parties, by mutual agreement, will schedule the negotiation sessions at or near the following locations: Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland



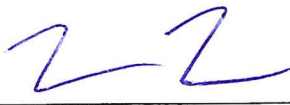
State University; Southern Oregon University; Western Oregon University; University of Oregon and SEIU Local 503. At least two of the bargaining sessions shall occur at other University locations located outside the Willamette Valley and at least one of these shall occur at EOU, OIT, or SOU. Bargaining sessions will generally be scheduled for two consecutive days. USSE shall be responsible for ensuring suitable room arrangements 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. For each proposal, the party presenting the proposal shall provide one (1) paper copy for the other team and send the proposal electronically to the other team. 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.

10. **Status and Record of Meetings.** Each Party may keep session notes as preferred. All negotiation sessions prior to reaching impasse shall be held in executive session. Executive Session shall include all those in attendance as per Section 5, above. Session notes will be considered working papers, not public records. No audio or visual recordings will be made of bargaining sessions, except as mutually agreed. Neither Party shall engage in social media communications while at the bargaining table nor directly quote individual members of the other bargaining team by name 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.
11. **Tentative Agreements/Ratification.** 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.
12. **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.

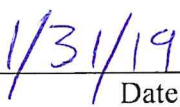


13. **Agreement and Ratification.** Each Party intends to reach a final agreement which each will recommend for ratification.

For SEIU Local 503,
Oregon Public Employees Union:

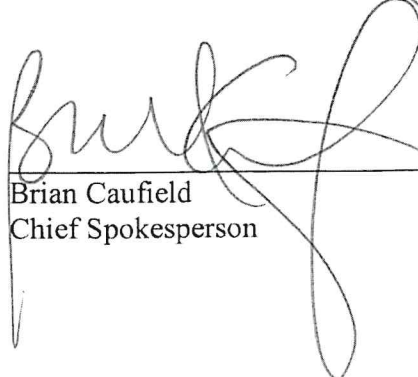


Keith Quick
Chief Spokesperson

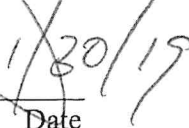


Date

For University Shared Services Enterprise:



Brian Caufield
Chief Spokesperson



Date

