EOU's Administration Bargaining Team and the Associated Academic Professionals (AAP) Bargaining Team, representing the faculty union at EOU, participated in one three hour and one two-hour negotiating session, on Tuesday, December 17. These sessions were again conducted following Interest-Based Bargaining (IBB) processes and procedures.

EOU's team consisted of OUS Associate General Counsel Brian Caufield, Sarah Witte, Lara Moore, Art Doherty, and Jacque Naegle. AAP’s team consisted of Joe Corsini (Acting Chief Negotiator), Elwyn Martin, Abel Mendoza, Shaun Cain, and DeAnna Timmermann.

Six articles (identified below) were discussed during the bargaining session. In addition, the parties’ discussed whether or not the Union would be in a position to return to the faculty compensation article at the next session in mid-January. The reason for this is that the Union recently requested more financial data that EOU must gather and submit to the Union for its review, and the Union is not certain whether this review can be completed by mid-January. As a result, EOU and the Union agreed to “play it by ear” and make that decision as to whether to discuss faculty compensation at the next session when the time draws near.

The following Articles were discussed:

Article 2: This Article covers financial exigency and retrenchment (a/k/a layoff). During the session, interests were discussed. The Union is interested in clarifying the difference between a declaration of financial exigency and a declaration of retrenchment, and wishes to reorganize the Article and add definitions of exigency and retrenchment. Furthermore, the Union would like to clarify the conditions during which exigency/retrenchment are declared as well as those that determine an exit from the state of exigency/retrenchment. The Union offered a potential solution that EOU is assessing. The parties will return to this Article during the next session.

Article 7: The parties updated language dealing with review and tenure of Library faculty. A tentative agreement (TA) was reached.

Article 9: This Article deals with leaves of absence. The Union wished to add “family obligations” to the list of valid reasons for taking a leave of absence. After EOU explained its concern for potential legal liability in adding “family obligations”, the Union decided that nearly all potentialities for leaves of absence were already covered by the current language and, therefore, agreed to close the Article without any changes.

Article 27: EOU sought specific language stating that bargaining unit members cannot engage in strike-related activities until the conditions specified by Oregon law have been met (essentially, until the negotiations have ceased, the contract has expired, and mediation has been attempted). A TA was reached.

Article 28: This Article contains definitions. Many clarifying changes were agreed upon, including a new definition of the term “summer session”. The Union is double-checking with the College of Education to ensure that this definition works for it. EOU wishes to standardize use of the word “day”, such that it means calendar day whenever it is used. Both teams are looking into that usage of the word “day” to determine whether this can be done without disadvantaging faculty during either layoff or grievance procedures. The parties also discussed their interests in re-defining the term ”load” and EOU requested that we wait until the parties discuss “load” as it relates to compensation. Thus, Article 28 remains open.

The parties are set to meet January 15 (3pm to 5pm), 16 (8am to 10am), 29 (3pm to 5pm), and 30 (8am to 10am).