

Ground Rules

City of Bend & City of Bend Employee Association

February 23rd, 2022

Agreement by and between the City of Bend (City) and the City of Bend Employee Association (COBEA).

The parties agree to the following ground rules for negotiations for a successor contract to the 2019-2022 Collective Bargaining Agreement (current CBA):

1. Per ORS 243.712(1), the parties agree that the 150-day period of good faith bargaining starts February 23, 2022. In addition, if the parties are unable to reach an agreement during the initial 150 days of bargaining, the parties will utilize mediation for at least 15 days as required by ORS 243.712.
2. Each party will designate a spokesperson for its team. The City has designated Rob DuValle as its spokesperson. COBEA has designated Kerry Bell as their spokesperson.
3. Both parties shall abide by Section 3.4 of the current CBA. The City and COBEA agree to equal bargaining teams of 8. Bargaining Team members will be granted time off with pay for bargaining sessions and will not be required to utilize accrued leave. Each party will make a good faith effort to make the other aware of the composition of their Bargaining Team at least 72 hours in advance of a bargaining session.

Either party may call upon resource personnel to provide presentation(s) at bargaining session(s). Resource personnel who are not members of the Bargaining Team will not be provided time off with pay to attend bargaining sessions that cross over their regular work hours. However, if less than 7 members of the COBEA Bargaining Team are attending a session, resource personnel will be granted time off with pay for the time spent in the bargaining session (including caucuses). No more than 7 COBEA bargaining unit members will be granted time off with pay or any other form of compensation for a particular meeting.

COBEA employees who are on the negotiating team will present to their supervisor, in advance of negotiation sessions, the schedule for any time needed for bargaining. In the event that the supervisor deems that operational needs require additional work hours above the employees normal schedule, the supervisor may authorize additional paid-time hours on a case-by-case basis and pursuant to the terms of the existing CBA.

4. The City and COBEA will submit proposals in writing to the other party. Each party's proposal(s) will be separately numbered with a proposal number and the corresponding current agreement article and section number. The parties will mark each proposal with identifying marks so the amendments or modifications are easily identified by each party. The parties shall make reasonable efforts to supply proposals following bargaining sessions to the respective spokesperson via electronic format in addition to any hard-copy document provided at the bargaining table.
5. Subject to the requirements of the Oregon Public Employee Collective Bargaining Act (PECBA), each party has the right to add to, delete from, amend, modify, withdraw, and submit proposals and/or counterproposals on their specific proposals throughout the negotiations process, but no new proposals shall be submitted after the 4th session of bargaining, not including the session on February 23rd, 2022, unless both parties mutually agree to add the new issue to negotiations.
6. Articles in the current agreement not opened for negotiations shall remain in the successor agreement unless mutually agreed upon by the parties.
7. As tentative agreements are reached, each party's chief spokesperson shall initial and date the agreed upon issue. When a final tentative agreement has been reached, each party's spokesperson and bargaining team will present the final tentative agreements to each party's respective bodies for ratification and, when presented, will recommend ratification of the agreements. Absent any agreement to the contrary by the parties, tentative agreements will not take effect until the contract is ratified by both parties. In the event of impasse, tentative agreements will remain in effect and issues covered by a tentative agreement will not be subject to mediation (unless agreed upon by both parties).
8. Labor negotiations shall generally be open to the public, including bargaining unit members, representative of the City, and others. Labor negotiations may or may not be considered public meetings subject to Oregon Public Meetings Law, depending on the circumstances. This is separate and distinct from the rules regarding executive sessions to deliberate with those conducting labor negotiations, which are not open to the public or to the media. Observers may be present at bargaining sessions within the maximum occupancy of the meeting room/facility. Observers may not audio and/or video record bargaining sessions. A copy of the groundrules will be provided to observers with this section highlighted. Observers will be recognized at the beginning of the bargaining session and directed to review the groundrules. Observers are expected to remain silent and

not contribute to the bargaining sessions unless agreed upon by the parties. If observers in attendance are disruptive or create an environment whereby bargaining is deemed to be unproductive, both parties will ask the observer to leave. If the parties wish to engage in confidential negotiations or to exchange documents or proposals in a confidential manner, the parties may do so by mutual agreement. If a party knows of or intends to bring or invite a non-bargaining team member, resource personnel, or legal counsel they will provide the other party 72 hour notice. There shall be no audio or visual recording of sessions, unless otherwise agreed by both parties.

9. Neither party will initiate communication with the media or general public regarding contract negotiations during the initial 150-day bargaining period. If asked about negotiations during the initial 150-day bargaining period, parties will limit their response to statements indicating that the parties are meeting and making progress toward agreement.
10. Contract negotiations shall be held at a location, time, and date suitable and mutually agreed to by COBEA and the City.
11. Parties will make a good faith effort to provide changes for meeting dates and locations no less than 72 hours in advance of such events unless otherwise mutually agreed to.
12. Additional rules may be agreed to by written, mutual consent of the parties.
13. The parties may request caucuses as necessary. Caucus time will generally be limited to 30 minutes. In unusual circumstances the parties may caucus for up to one hour, with notice to the other party. In no event will a caucus exceed one hour without the express consent of the other party.

Dated Feb 23, 2022



Rob DuValle, Spokesperson
City of Bend



Kerry Bell, Spokesperson
City of Bend Employee Association

APPENDIX A

1. February 23, 2022, 8am – 12pm @ Council Chambers - present initial Proposed interests, confirm ground rules and successor bargaining dates, begin initial exchange of proposals
2. March 9, 2022, 10am - 4pm - Location TBD
3. March 31, 2022, 10am – 4pm - Location TBD
4. April 12, 2022, 10am – 4pm - Location TBD
5. April 21, 2022, 10am – 4pm - Location TBD

Each of these sessions shall start at 10:00 am and will conclude no later than 4:00 pm, unless otherwise agreed upon by the spokespersons.