

**GROUND RULES FOR NEGOTIATIONS  
BETWEEN  
CITY OF BEND EMPLOYEES ASSOCIATION  
AND THE  
CITY OF BEND**

***Mission Statement:*** Both parties recognize a shared interest in achieving a mutually beneficial contract agreement between the City of Bend and the City of Bend Employees Association. We strive to attain a respectful, productive open relationship.

**Parties**

This Agreement is between the City of Bend Employees Association (COBEA) and the City of Bend (City).

**Purpose/Scope**

The purpose of this agreement is to establish ground rules for negotiations for successor amendments to the 2013-2016 collective bargaining agreement between the Parties. The ground rules may be modified in writing by mutual agreement of the Parties.

**Initial Proposal Exchange/Commencement of Negotiations**

Each party shall review all articles and issues that they wish to change during negotiations and will present all articles and issues no later than May 26. The Parties recognize the start of the 150 days for good faith negotiations, as provided in ORS 243.712, to be April 28, 2016.

**Bargaining Teams**

Each Party shall designate a bargaining team member to serve as a contact to facilitate communications between bargaining sessions. The City has designated Rob DuValle as its spokesperson (SP) and COBEA has designated Julie Price as their spokesperson (SP). If either party modifies their assigned members, it will provide the other party with written notice of the change prior to the next negotiation session.

The team members include:

Stephen Aldrich	COBEA	David Leath	City
Brice Blackwelder	COBEA	Megan Matheis	City
Christopher Blake	City	Adele McAfee	City
Robert Bussabarger	COBEA	Julie O'Conner	COBEA
Tony Cota	COBEA	Gillian Ockner	City
Yaju Dharmarajah	COBEA (Bus Rep)	Julie Price	COBEA (SP)
Julie DeVoe	COBEA	Sandra Roberts	COBEA
Rob DuValle	City (SP)	Tom Walling	COBEA
Russ Grayson	City	Sharon Wojda	City
Donna Hamilton	COBEA	Kim Wright	City
Susanna Julber	City	Kim Voos	COBEA

## **Observers / Audience**

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.

## **Resource Personnel**

Either party may call upon resource personnel to provide presentation at bargaining sessions. The teams are free to interact and ask questions of the resource personnel.

## **Scheduling/Logistics of Bargaining Sessions**

Bargaining sessions will be scheduled at the mutual agreement of the parties. An initial set of meeting dates has been established to begin on April 28 through May 26, every other week, on Thursday evenings from 3:00pm to 8:00pm. Breaks for dinner and personal needs will be provided. The spokespersons will coordinate the provision of meals for bargaining sessions and the costs split equally between the parties. Meetings will commence promptly at 3:00pm and will concluded no later than 8:00pm unless otherwise agreed upon by the spokespersons. Modifications to the bargaining schedule will be made with no less than 48 hours notice. A quorum of at least 7 members from the City and 8 from COBEA must be present for a meeting to proceed or have agreement by the spokespersons to continue without a quorum.

Bargaining team members will be paid for any hours that cross over their regular work schedule, no overtime hours will be authorized by the City for attendance at bargaining sessions.

Bargaining sessions will be located at mutually agreed upon facilities. The room seating plan will accommodate (as the room allows) for a "U shaped" table arrangement for the team members. Observers/audience seating will be separate and accommodated as the facility room allows. Team members will be seating in an alternating City/COBEA order with name tents.

The Spokespersons will be responsible for coordination of any meeting logistics between meetings and communications with their team members regarding modifications to the schedule or other meeting logistics.

30 minute caucuses will be provided with mutual agreement of the parties.

## **Meeting Etiquette**

The spokespersons will be responsible for ensuring that the bargaining team adheres to the agreed upon behavioral expectations and that the bargaining sessions achieve their intended agenda goals.

Team members will be responsible to be respectful to one another by adhering the suggestions form page 10 of the IBB training manual provided by ERB as well as the following by:

- a) Keeping the discussion focused on the issue being addressed.
- b) Letting one Team Member speak at a time with no interruptions.
- c) Paying attention to whomever is speaking.
- d) Making constructive comments and suggestions, avoiding value judgments, and trying to suggest alternatives.
- e) Being open to new ideas and explore other Team Members' ideas.
- f) Exercising patience with the process and the people involved.

Bargaining team members are responsible to check-in with the spokespersons at the initiation of the bargaining session regarding any personal needs and/or other time restraints to ensure that the minimum quorum is maintained throughout the entire bargaining session. The parties anticipate that team members may have the need to respond to personal calls and/or other needs during meetings but will work toward minimizing these to the extent possible.

The spokespersons will monitor the team discussion and send items that are not making progress to both short-term and long-term parking lots for future discussion/action as mutually agreed upon.

## **Bargaining Notes**

Video and/or audio recording of the bargaining sessions is prohibited.

A mutually agreed upon City staff member will attend bargaining sessions and draft meeting minutes at each bargaining session for both parties. The minutes will not be a transcription of the meeting but will include the topic discussed, a brief description of the dialogue, and a notation of the decision and/or follow up actions to be taken. The parties will mutually review the meeting minutes and approve them by means of a consensus vote at the beginning of each meeting. If consensus is not reached, each party will be responsible for maintaining their own record of the meeting.

## **Facilitation and the IBB Process**

The parties agree to contract with the ERB on two days of IBB bargaining training followed by 2 days of onsite facilitation by ERB mediators. The parties agree to split the facilitation and meal costs of these sessions equally. The scheduling of the additional 2 days of onsite facilitation will be mutually agreed upon by the parties and scheduled accordingly as the negotiations progress and the parties identify a facilitation agenda.

Generally, each party agrees to communicate the interests/subjects they wish to address before submitting contract language and to work with each other to construct new contract

language. At the onset of new articles, the parties agree to initiate negotiations by assigning subjects raised by the parties to a specific decision-making path, such as a brief discussion (housekeeping subject), IBB process by the parties, or a facilitated IBB process with an ERB mediator. The parties will mutually agree to the decision-making path of each subject. The parties agree to assess this decision-making process as the bargaining process evolves and make any adjustments needed to continue positive movement at the mutual agreement of the parties.

### **Tentative Agreements**

The parties will use a consensus process to establish terms that have reached a conceptual tentative agreement within the IBB process team members. The parties are not held accountable for conceptual tentative agreements until the spokespersons officially execute contractual Tentative Agreements (TA's) by reducing the conceptual agreement into contract language with track changes in legislative format. Tentative agreements must be signed, dated, and time stamped by the spokespersons of each party. The parties may modify TA's by mutual agreement. The parties may mutually agree to send conceptual tentative agreements to a small group for the conversion of draft contract language as mutually agreed upon.

### **Termination of the IBB Process**

Either party has the right to unilaterally terminate the IBB process and initiate traditional bargaining. In the event that either party executes this provision, the parties agree to hold one additional IBB session to determine if a mutually agreed upon solution can be identified. If, the one additional session concludes with no mutual resolution, traditional bargaining will commence thereafter. Under traditional bargaining, each party shall complete submission of all proposals no later than the second collective bargaining session following the one additional session. Proposals shall be limited to articles and issues opened by May 26, 2016.

Under this traditional process, each party has the right to add, delete from, amend, modify, or withdraw their positions on their specific proposals throughout the negotiation process. New issues or articles can subsequently be submitted upon mutual written agreement of the parties. Both parties agree that all provisions and articles of the current or most recently expired labor agreement for which no change is proposed will be carried into the successor agreement.

### **Parties Obligation to Support Tentative Agreements**

Tentative agreements made during the IBB process will be carried through to traditional bargaining if the parties terminate the IBB process.

Each Party intends to reach a final agreement which each will recommend for ratification. Once an issue has been tentatively agreed upon, each party's spokesperson and bargaining team will recommend ratification of that agreement. 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 submitted to mediation or arbitration unless agreed upon by both parties.

### **Public Communications**

The spokespersons will be designated to represent their parties with the media and general public during negotiations. The parties may designate an interim spokesperson if needed and

