

Ground Rules/Negotiation Protocol
Oregon School Employees Association - Chapter 1
And
Eugene School District 4J
For 2022 Successor Bargaining

1. The 150-day bargaining period for the purpose of PECBA ORS 243.712 will begin on the first day that contract proposals are exchanged.
2. The parties may discuss proposals that are permissive for bargaining if they choose. However, it is expressly understood that neither party's actions will constitute waiver of that party's future right to claim that a subject or issue is permissive or illegal subject of bargaining or of any other rights under Oregon's public employee collective bargaining law.
3. Paid Status of Union Bargaining Team Members
 - a. Per ORS 243.798 all employee members of the Union Bargaining Team Members are Designated Union Representatives for the purposes of collective bargaining and will be paid their regular hourly rate for time spent in contract negotiations. The union will identify all Designated Union Representatives in writing to the employer.
 - b. Employees will be released from their normal duties for time spent in contract negotiations. Employees who bargain outside of their normal work hours will be paid their regular hourly rate.
4. All bargaining sessions will be open to the public unless mutually agreed upon otherwise. Observers will be able to observe provided they are respectful and do not disrupt the proceedings. The District will post a link on the District's Employee Relations – Classified Union (OSEA) Labor Negotiations web page¹ with a schedule of dates and times of upcoming bargaining sessions. OSEA will stream the session and the District will create an audio recording of all bargaining sessions and will post the recording within 24 hours following the conclusion of the bargaining session on the District's Employee Relations – Classified Union (OSEA) Labor Negotiations web page. The recordings will remain accessible for at least thirty (30) calendar days from the conclusion of the bargaining session.
5. The parties are represented by chief spokespersons who are authorized to make proposals on the party's behalf, enter into tentative agreements ("TA"), and present negotiation results to their respective party. Individual TAs will be signed and dated by the chief spokespersons except as noted below. If an overall TA is reached on all the

¹ <https://www.4j.lane.edu/hr/employeerelations/labornegotiations/osea/>

issues, the TA shall be signed and dated by each member of the respective bargaining teams and submitted for ratification by each party's constituents. In such a case, all bargaining team members will use their best efforts to secure ratification. Ratification for the Association is its membership. Ratification for the District is by its Board. TAs may not be withdrawn or re-opened except as allowed by law or by mutual agreement. Chris Duckworth will serve as chief spokesperson for the District. Steve Sears will serve as chief spokesperson for OSEA. Either Steve Sears or Sheila Waggoner may sign individual TAs on behalf of OSEA.

6. The District will supply to OSEA a Word copy of the draft final Tentative Agreement for a successor CBA for proofing within thirty (30) days of the date of agreement on the final TA. The District will prepare the final TA for a successor CBA for signing no later than thirty (30) days after school board ratification such that it may be signed and published.

7. Bargaining sessions:


- a. We will treat each other with respect.
- b. Each side will work to understand the other's proposal and underlying interests.
- c. Bargaining sessions shall be scheduled at convenient times by agreement of the parties. No later than the conclusion of each bargaining session, the parties will agree upon the time, date and place for the next bargaining session(s) unless a set bargaining schedule is agreed upon in advance or a complete tentative agreement for a successor collective bargaining agreement is reached.
- d. Each side will provide proposals in writing with the date the proposal is made, with the proposed changes to current contract language shown in tracked-changes format. Handwritten modifications are permitted with the initials of the lead spokespersons.
- e. Unless otherwise agreed, all sessions shall be in person, and shall begin and end on time. All participants will comply with the schedule to the best of their ability.
- f. Whether calling into the bargaining session from a work site or from home, participants will arrange for distractions and noise at their locations to be minimized.
- g. Sessions will be scheduled for no more than seven and a half (7.5) hours with a thirty (30) minute pre-caucus. The parties may agree to schedule a longer bargaining session or extend the scheduled ending time of a bargaining session that is in ongoing. Periodic breaks shall be provided as mutually agreed.
- h. Participants agree to come prepared to work.
- i. Phones and other communication devices will be turned off or set to silent mode so as not to interfere with the bargaining process.
- j. Everyone on each team will be present unless previous arrangements have been made for an absence or known late arrival with their team chair. Late arrivals will enter quietly and will be updated by their team during a break. Those who are absent will be updated following the session by their team designee. Each team will manage their participants' attendance. If the other team has a problem with attendance concerns, they will bring it up to the other team's bargaining chair.

- k. Caucuses may be called by either side and will be conducted in private caucus rooms. When taking a caucus, it is agreed that an estimated time for the caucus will be given, and it will be decided how to communicate to the other party when the caucus is over and the parties can rejoin the joint bargaining session.
 - l. All proposals must be submitted by both parties by the end of the fourth formal bargaining session (ground rules meetings are excluded from this provision).
- 8. The parties may mutually agree to move bargaining sessions online in the event of a change to COVID-19 protocols. Both sides agree to revisit impacted ground rules for potential changes if there is a move online.
- 9. Internal and external communication on matters related to negotiations during the process:
 - a. Internal communications between members of the OSEA negotiation team and the Chapter one bargaining unit members and OSEA staff, and internal communications between members of the District negotiation team and the School Board, Superintendent, Superintendent's staff, and District Administrators/Supervisors, are not restricted by this agreement. Internal OSEA communications made on a private bargaining unit social media page is considered an internal communication.
 - b. External media communications, including external social media posts, shall be through joint communications made by designated spokespersons. Designated spokespersons for either team may respond individually to inquiries from the press with the mutual statements. Each party will give two (2) days' advanced notice to the other party if they intend to terminate joint communications.
- 10. Personal opinions do not constitute an official position.
- 11. Resource persons may be called in by either party to provide information, but these persons will not be involved in the decision making. At least 24 hours' notice, unless otherwise agreed, will be provided by the party who will be bringing a resource person.
- 12. Each party will be responsible for maintaining their own written record of events.
- 13. Neither party will file an unfair labor practice or other legal action regarding these negotiations without first giving fourteen (14) calendar days advanced notice and an opportunity to resolve the matter informally.

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- 14. These rules may be modified by mutual written agreement.

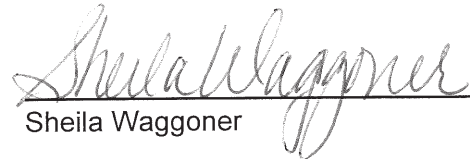
Agreed to by 4J and OSEA Chapter 1 on 7/7/2022.

ESD4J



J. Chris Duckworth

OSEA



Sheila Waggoner

4856-0380-0869, v. 1