

**Ground Rules for Contract Negotiation between
Oregon Legislative Assembly and IBEW Local 89**

The Oregon Legislative Assembly (“OLA” or “Branch”) and International Brotherhood of Electrical Workers, Local Union No. 89 (“IBEW” or “Union”) (collectively, “parties”) hereby adopt these rules regarding the negotiation for an initial bargaining agreement covering the unit comprised of “Legislative Assistant I, Legislative Assistant II, Legislative Assistant III, and Legislative Assistant IV supporting elected officials in the Oregon Legislative Assembly, excluding supervisory, managerial, confidential, and caucus employees,” as provided in the Oregon Employment Relations Board’s decision in Case No. RC-001-21.

1. The parties’ negotiations will be conducted under the provisions of all applicable laws. These ground rules shall apply to the bargaining team members as defined below, and any individual invited to present testimony. The parties agree the bargaining teams shall have authority to enter into tentative agreements without having to first obtain specific approval from others; however, the parties recognize the need to receive input from stakeholders other than bargaining team members before reaching an agreement.
2. The date, time, and location of negotiation sessions shall be established by mutual agreement of the parties. The parties will attempt to schedule multi-day sessions. The parties agree to schedule the date and time of sessions in a manner that minimizes disruption to the operations of the OLA. The parties recognize the least disruptive times for negotiations are when the OLA is not in or preparing for a session, including Legislative Days. The parties agree to schedule the location at a mutually acceptable location. If agreement is not reached by January 31, 2022, the meeting location will be reconsidered.
3. Only designated members of the parties’ bargaining teams may attend sessions, including virtually. There shall not be other persons present during negotiation session(s) unless mutually agreed to by the parties. Either party may supplement or change team members so long as advanced notice to the other party. The current members of bargaining teams will be:

OLA	IBEW
Kyle Abraham, Chief Negotiator as designated by the Presiding Officers	Matt Carroll, designated spokesperson
House Democratic Caucus Administrator/Chief of Staff, presently Scott Moore	Richard Murray, alternate designated spokesperson
House Republican Caucus Administrator/Chief of Staff, presently Mark Cruz	Dave Reaves

Senate Democratic Caucus Administrator/Chief of Staff, presently Tom Powers	Dave Myers
Senate Republican Caucus Administrator/Chief of Staff, presently Branden Pursinger	Ray Lister
Interim HR Director, presently Jessica Knieling	Justin Roberts
	Tony Ruiz
	Jessica Snook
	Claire Prihoda
	Zoe Klingmann
	Michael Sellers

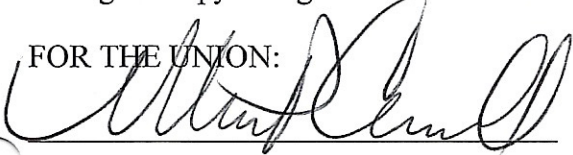
Notwithstanding the above, individuals may be asked to attend a bargaining session to provide information for a period required to complete their testimony.

4. Both parties agree to observe the following rules of conduct and courtesy during negotiations. Individuals will not talk over one another and individuals will remain respectful and professional during the negotiations.
5. The parties agree that once a session is scheduled it will only be cancelled for compelling reasons, and the party canceling the session will notify the other party a minimum of 48 hours in advance, unless the reason is an emergency arising within 48 hours of the meeting. Further, at the time the party cancels the meeting, that party will offer available dates to reschedule the session(s).
6. The bargaining unit members are expected to report for work prior to the beginning of the negotiation sessions, and, if the session ends before the end of work hours, shall report back to work after. Employee attendance at union meetings related to bargaining shall be on non-working time. Bargaining unit members shall be required to keep their respective supervisor informed of times that their scheduled work hours will be affected due to meetings, caucuses or negotiations, including giving their supervisor at least 72-hours' notice, or as much notice as possible, of their intent to be absent from work.
7. The parties agree that collective bargaining should be conducted at the bargaining table between the designated representatives. As such, the public will be excluded from the negotiating sessions unless mutually agreed to by both parties. Both parties will endeavor to provide 24 hours' advanced notice before issuing a press releases. This restriction does not limit the Union's ability to communicate

with its bargaining unit members, nor shall it limit OLA's ability to communicate with elected officials, supervisory, managerial, or confidential employees.

8. Notes may be taken by members of the negotiating teams; however, there shall be no recordings or transcripts of the sessions. In the event the parties have sidebar discussions, all sidebar discussions shall not be considered part of the collective bargaining process and shall not be admissible in mediation, grievance and/or arbitration hearings, or any other proceeding.
9. All proposals shall be presented both in writing and electronically (word version) to the party with sufficient copies for each member of the bargaining team. Changes shall be identified using legislative format and track from the other party's prior proposal.
10. Correspondence from the Union to the Branch related to negotiations, including information requests, should be directed to Kyle Abraham with a corresponding copy sent in the same manner to Jessica Knieling. Correspondence from the Branch to the Union related to negotiations should be directed to Matt Carroll with a corresponding copy sent in the same manner to Richard Murray, Justin Roberts and the Local 89 Hall. Information requests and responses should be reasonably related and relevant to the subject matter of the parties' discussion or to the collective bargaining process.
11. The parties shall meet with their respective bargaining teams prior to meetings and will come to each meeting prepared to present proposals and counter proposals at the beginning of each bargaining session. Parties shall not use caucuses as a substitute for preparing for negotiations between sessions.
12. Either party may caucus or adjourn a bargaining session at any time. An estimate of the time needed or check in time will be given by the side calling the caucus.
13. All tentative agreements will be reduced to writing, and initialed, dated, and time stamped by the lead negotiators. The parties acknowledge any agreement is tentative and subject to ratification by the parties. Any article or item that has been tentatively agreed to will not be reopened, except by mutual agreement, and shall be considered "off the table."
14. In the event that tentative agreements are rejected in the ratification process: i) all previously tentatively agreed on articles or items are unenforceable and those articles and items are open for continued negotiations, including issues not previously proposed and ii) the parties agree to identify the term or terms that resulted in the rejection and discuss those term(s) first.
15. Each bargaining team agrees to recommend ratification of all tentative agreements. Ratification for the Branch is approval by the statutorily recognized representatives of the legislative department for collective bargaining. Ratification for the Union is by its membership.
16. The Branch shall prepare the final agreement for signature and submit an electronic copy of the final agreement to the Union for review. Two originals will be made available for signature. One original signed copy will go to the Union and one to the Branch.

FOR THE UNION:



FOR THE BRANCH:

