Oregon Nurses Association (ONA) and Multnomah County
Ground Rules for Contract Bargaining
2022 Bargaining

Oregon Nurse Association (hereinafter “ONA”) and Multnomah County (hereinafter “County”) have negotiated certain ground rules for bargaining in their current Collective Bargaining Agreement (hereinafter “CBA”) in Article 5. Section 2.A. In addition to the rules contained in Article 5, Section 2.A., the parties also adopt the following ground rules for their negotiations for a successor to the 2018-2021 CBA, which was extended by the parties for one (1) year to June 30, 2022.

A. Bargaining Sessions:

1. The spokesperson for the ONA is Jocelyn Pitman and the spokesperson for the County is Dennis Westlind.

2. ONA and the County agree to meet at mutually agreed times and locations for the purpose of good faith bargaining. The 150-day contract negotiation commences on October 18, 2021, per ORS 243.650-243.782

3. After the fifth (5th) bargaining session (including the Ground Rules session), neither party may introduce proposals covering entirely new subjects without agreement from the other party. This rule is not intended to prevent one party from responding to a proposal from the other party; it is for the purpose of ensuring that both parties have put all proposals on the table they would like to discuss in these negotiations. This does not include counter-proposals.

4. Parties will make reasonable effort to schedule bargaining sessions in advance and prepare an agenda before the next bargaining sessions. Members of the bargaining teams will bring calendars to bargaining sessions to facilitate scheduling.

5. **Pursuant to Article 5(2)(A)(1) of the Parties’ Agreement**, the County will release up to six (6) members of the bargaining unit without loss of pay to participate in contract negotiations with the County.

6. The parties will make reasonable effort to meet twice per month for a full day to bargain and to come to sessions on time and prepared to discuss proposals.

7. Each bargaining team shall be responsible for keeping its own notes and record of bargaining.
8. During the course of negotiations, either party can request a caucus. The bargaining team requesting the caucus will inform the other of the expected duration of the caucus, and agree to provide timely notification if additional time is needed.

9. The parties agree that each party will give the other notice of contact with the media. In the event either party provides a press release to the media, it will provide a copy to the other party. The media will not be allowed to attend bargaining sessions without bilateral agreement.

10. Pursuant to Article 5(2)(A) of the parties’ Agreement, ONA may have additional bargaining unit members attend bargaining sessions as observers. However, they will do so on their own time and not at the County’s expense. The County may also have observers attend bargaining sessions. Observers will not sit at the negotiation table, or participate in table discussion or negotiation, unless invited to as a subject matter / technical expert by one of the parties. To reduce distraction and interruption during video bargaining sessions, observers will attend with their cameras and microphones off.

11. Video bargaining sessions will not be recorded by any participant or observer.

12. Alternate team members will not sit at the negotiation table, or participate in table discussion or negotiation, except when they are covering for the primary, but may attend as observers.

13. Subject matter / technical experts are permitted to attend bargaining sessions on County paid time with three (3) business days advance notice regarding the subject matter that will be discussed and the name of the person, if known.

14. Donation of Vacation Hours
   a. ONA members can donate vacation hours toward a bank to be used by bargaining team members in the following situations:
      i. Bargaining team members who are not one of the six (6) members of the bargaining unit released without loss of pay to participate in contract negotiations with the County, for attending bargaining during regularly scheduled work hours.
      ii. Bargaining team members who are less than 1.00 FTE for attending bargaining outside of their regularly scheduled work hours. This is only available on hours up to 1.00 FTE for the
FLSA work period in which the attendance fell.

b. The request for distribution of the donated vacation hours will be conveyed by the ONA Chief Spokesperson to the County Chief Spokesperson within two (2) days after the bargaining session.

c. ONA will be wholly responsible for the following:

i. Soliciting donations of vacation hours from ONA members.

ii. Having ONA members complete the ONA Vacation Donation Form provided by the County.

iii. Tracking donated vacation hours.

iv. Providing the spreadsheet in a format provided by the County showing the amount of vacation hours to be removed from specific ONA member’s vacation banks, and the amount of vacation hours to be added to specific bargaining team member’s vacation banks, subject to the limitation specified in A.13.a.

d. The County will be responsible for manually processing the donated vacation hours, as detailed on the spreadsheet provided to the County by ONA as described in A.13.c.iv.

B. Proposals:

1. Parties agree to provide contract proposals in legislative format showing changes and revisions in simple and clear written proposals. All formal proposals and counter-proposals will be in writing and dated, and electronic copies in Word or Google format will be provided as soon as practicable.

2. The identified spokesperson in A.1. of the Ground Rules (or their substitute, if the primary is absent) will have the sole and exclusive authority to bargain, sign Tentative Agreements (hereinafter “TA”), and be responsible for communicating their party’s position and responses.

3. When the parties have reached agreement on an article, it will be initialed and dated by the spokesperson as tentatively agreed upon or “TA’d”.

4. Thereafter, unless the parties mutually agree to reopen that article, it will become part of the full tentative agreement recommended for ratification.
5. Packaged “TA’s” are permitted as long as the entire articles are included.

6. Any article of the current collective bargaining agreement not opened during these negotiations shall automatically be renewed in the successor collective bargaining agreement.

7. Agreements on specific items will not be binding on either party until each side ratifies the entire contract.

8. Each party intends to reach a tentative agreement it will recommend for ratification.

9. If a tentative agreement is not ratified, either party may re-open for negotiations any portion of the tentative agreement in an effort to reach a deal that it believes will be ratified.

C. Bargaining Table Conduct:

1. The parties will treat each other with mutual respect and courtesy, and conduct themselves in a professional manner.

2. Each spokesperson will make their own decision with respect to the verbal participation of their respective team members in the negotiating sessions.

3. The parties will seek to avoid interruptions while another person is talking.

4. Side conversations at the table will be kept at a minimum during presentations or discussions.

5. Reasonable efforts will be made to hold calls and texts during the bargaining sessions and to schedule regular breaks to allow attendance to calls or messages.

6. Mobile devices (cell phones, smart phones, etc.) will be turned off or muted.

7. Those at the table will make reasonable effort to not leave the room during bargaining to return calls or messages. Exceptions may be made for urgent or emergent situations.

Signed on behalf of ONA: _____________________________ Date: __________

Signed on behalf of the County: ______________________________ Date: __________