Fire District 3 (District)

Rogue Valley Professional Firefighters (RVPFF) Local 1817

Collective Bargaining Negotiations 2024

**Ground Rules**

 Negotiation Teams

1. The negotiating team representing the District is limited to Mike Hussey, Stacy Maxwell, John Patterson, and Ryan Dickerson. The Chief Negotiator will be Mike Hussey. The back-up negotiator will be Stacy Maxwell.
2. The negotiating team representing RVPFF L1817 is limited to Eric Merrill, Jason Allen, Mark Tomasello, Levi Swillinger, and Adam Chenoweth. The Chief Negotiator will be Eric Merrill. The back-up negotiator will be Levi Swillinger.
3. Margie Calvert shall serve as Scribe. Both teams shall receive copies of the bargaining notes taken by the scribe.
4. Each team member will attempt to attend all meetings, be empowered to make decisions, and bargain to conclusion for their constituents.
5. Negotiations will be kept within scheduled meetings, bargaining outside meetings is not allowed.
6. No persons other than negotiating teams and their attorneys will be allowed to attend, speak, or participate in negotiation meetings unless an expert is needed to provide information only.
7. Chief Negotiators must notify each other at least (3) business days before the next meeting if their attorney plans to attend.

**Union Leave for Negotiations**

1. In accordance with Article 2.6 of the Labor Agreement the District agrees to Assign Off (AO) the RVPFF negotiating members release from duty without loss of pay if said meeting is scheduled when on duty including one (1) hour prior and post scheduled meeting.

**Negotiations Sessions**

1. The first meeting will consist of emails to discuss ground rules and lists of comparable agencies each team will be using.
2. At the second negotiation meeting ground rules will be signed and the placement of current MOU/MOA’s will be discussed. Both teams will also provide their initial proposals/topics. This meeting will begin the 150-day negotiation period as defined in PECBA.
3. Final proposals/topics will be submitted at the third meeting; thereafter no new topics shall be placed on the table unless they logically evolve from prior proposals. All proposals shall be presented in writing at the meetings and electronically (via email) after each meeting.
4. In the event teams reach a tentative agreement on draft language, the language will be marked as “Tentative Agreement” or “TA” and initialed or signed by each team. Tentative agreements are subject to ratification of the entire collective bargaining agreement by the membership and the board of directors.
5. Both teams agree to bargain in good faith, to utilize a problem-solving approach to facilitate decision making and resolve difficult issues; recognizing the complexity of some issues involved in the process. Both teams pledge to reach an agreement as soon as possible.
6. Both teams agree that proposals made by either team in one bargaining session shall receive a response and or written counter proposal from the other team at the next bargaining session. An oral response is allowed.
7. Both teams agree that audio and or video recordings shall not be allowed during negotiation meetings.
8. At each meeting the time, date, and location of the next meeting will be confirmed by both teams.
9. Other than an emergency each team will attempt to give at least three (3) business days’ notice of cancellation. If a representative from either side is unable to attend a scheduled meeting, the Chief Negotiators will determine if the meeting should be canceled.
10. Each meeting will not exceed three (3) hours in duration unless mutually agreed otherwise.
11. Each team will have the right to caucus at any time for a reasonable period of time and shall inform the other team of the anticipated length of the caucus.
12. At the conclusion of the negotiation an agreement shall be drafted and signed by both teams, subject to ratification by the bargaining unit and board of directors.
13. Ground rules will be shared with all employees of the District.
14. Negotiation sessions will be closed to the public.
15. Negotiations are confidential. Both teams have the right to speak with members of their side for the purpose of gathering information, and sharing information about the status of negotiations and particular proposals as needed.
16. The District negotiation team will provide meals and/or refreshments, as needed, for negotiation meetings. Both teams will share (50/50) of all costs of the meals and refreshments.

**Press and media inquires**

1. Requests for factual information by members of the public or the media shall receive a joint response approved and authorized by both Chief Negotiators. If the teams fail to reach agreement after the 150 day period of negotiations, either party is free to provide accurate information to the public and media regarding negotiations.

**Impasse**

1. In the event of an impasse after a 150 calendar day period of good faith negotiating, either or both teams may notify the Employment Relations Board and request the need for an assigned mediator (in accordance with ORS 243.712).

The ground rules listed above represent all ground rules agreed upon by both Negotiating Teams.

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RVPFF Chief Negotiator Date

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District Chief Negotiator Date