

SOLANO COUNTY
And the
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
Units # 2, 5, 7, 8, 9, 82, 87, 89, 90

GROUND RULES
JULY 7, 2022

The Parties to the following ground rules are Solano County, hereinafter (“County”) and The Service Employees International Union, Local 1021, hereinafter (“Union”). The ground rules will apply to the negotiations between the Parties over the terms of successor Memoranda of Understanding (“MOU”) between them that expires October 21, 2022 pertaining to the wages, hours, and working conditions of members of County Bargaining Unit #s 2, 7, and 9, County Bargaining Unit # 5, County Bargaining Unit # 8, and County Bargaining Unit #s 82, 87, 89, and 90. The parties agree as follows:

1. **Chief Spokesperson.** The Chief Spokesperson for Solano County is Patricia Cano and for the Union is Tiffany Crain. If a Party changes its Chief Spokesperson, it shall notify the other Party as soon as practical.

2. **Negotiation Authority.** Only the Party’s Chief Spokesperson will have the authority to make a proposal at the bargaining table on the Party’s behalf or commit the Party to a tentative agreement on any part or the entirety of the MOU. The Parties can mutually agree to negotiate at side tables about department or classification specific topics. ~~There will not be side bars or negotiations without the presence of bargaining team members without the respective bargaining team members’ express consent.~~

3. **Bargaining Teams and Resource Persons.** The Parties have pre-selected individuals each who shall serve, in addition to the Chief Spokesperson, as the Party’s respective bargaining team members. ~~This does not prevent the Union from having any member of the bargaining units participate as observers during scheduled negotiation sessions.~~ Either Party may also invite individuals who are subject matter experts or have special knowledge pertaining to subject matters under discussion to participate in that portion of a bargaining session to which the individual expertise or special knowledge pertains, provided the name(s) of the person(s) and the purpose for ~~his/her~~ the person’s attendance provided at least 72 hours in advance. Such subject matter experts or persons with special knowledge will leave the negotiation session(s) upon conclusion of the discussion of the matter on which their expertise or special knowledge bears, unless the subject matter expert is also a member of the bargaining team or staff of the Parties. If the subject matter is discussed at a later scheduled negotiation session, that person will be invited again. The parties agree that they may be subject to fluctuating COVID-related distancing restrictions during the course of negotiations.

4. **Meetings Dates, Times and Locations.** The Parties will meet on the following dates for the purpose of negotiating a successor MOU for the aforementioned bargaining units:

~~July 20, from 9am-5pm, August 10, 24, 31, from 9am-5pm, September 7, 21, 28, from 9am-5pm, and August 3, from 10 am-3:30pm.~~

- July 20th – 9 am to 12 pm
- Aug 10th – 1 to 5 pm
- Aug 24th – 9 to 12 pm
- Aug. 31st – 1 to 5 pm
- Sept. 7th – 9 to 12 pm
- Sept. 21 – 1 to 5 pm
- September 28th – 9 to 12 pm

Any additional dates will be mutually agreed to by the Parties through their respective Chief Spokesperson. Unless otherwise agreed to, the Parties agree to meet at Solano County Administrative Center, 675 Texas Street, ~~1st Floor, Multipurpose Room 1600~~, Fairfield, CA where the County will provide the Union a caucus room, as well as access to copy and/or print proposals. ~~The County recognizes that a disabled parking space is necessary for a member of the Union's bargaining team and will reserve such space on scheduled bargaining dates.~~ In the event either Party intends to cancel a scheduled negotiations meeting the respective Chief Spokesperson shall use their best efforts to provide at least forty-eight (48) hours advance notice to the other Chief Spokesperson, as circumstances allow. ~~All communications between the parties regarding scheduling shall copy the Union's entire bargaining team. Any communications passing official proposals shall also copy the Union's entire bargaining team.~~

- 5. Subject Matters for Discussion.** Each Party will present to the other all subject matters within the scope of representation and specific affirmative proposals over which they wish to meet and confer during these negotiations no later than their fourth (4th) full-day negotiations meeting, with July 20 serving as the first designated negotiations meeting. This date may be changed upon mutual agreement. Each Party will submit their official affirmative and responsive proposals in writing to the other Party.
- 6. Proposals.** All proposals and counter proposals shall be made in writing. All proposals and counter proposals shall be in legislative style clearly indicating whether current contract language is carried forward or modified by the proposal, except for side letters. All proposals and counter proposals shall also indicate the motivating party and the date (and the time where possible).
- 7. Caucuses.** Either Party may caucus privately at any time. The Parties will provide their best estimate to each other of the return time from caucus.
- 8. Tentative Agreements and Ratifications.** The Parties' Chief Spokespersons will initial and date each page of each tentative agreement. All agreements reached will remain tentative until and unless (a) the Parties reach agreement on the terms of an entire successor MOU(s) for the bargaining units, including the specific language that will appear therein, (b) the entire MOU(s) is ratified by the Union membership and signed by the Union's bargaining team and Executive Director or his designee, and (c) the entire

successor MOU(s) is ratified and adopted by the County's Board of Supervisors in open public session and signed by the County's authorized representative.

9. Paid Release Time. The County shall release with pay up to fifteen (15) bargaining unit employees, from regularly scheduled duty to attend negotiations meetings with the County ~~and necessary caucus time to prepare for negotiations meetings with the County,~~ including reasonable travel time to and from their worksite to the negotiations/caucus site. ~~If the Parties mutually agree to negotiation sessions during non-working hours or on weekends, the County will compensate bargaining unit employees for the time.~~ The fifteen (15) bargaining team members referenced herein shall consist of the following: (a) two representatives from each of the following bargaining unit numbers: 2, 5, 7, 8, and 9; (b) two representatives from bargaining unit numbers 82, 87, 89, and 90 combined); (c) two members-at-large; and (d) the Chapter's President.

10. Negotiations Notes. Each Party may take notes of negotiations for its own reference purposes. However, electronic or other verbatim recording of the negotiations meetings will be prohibited. During the pendency of bargaining each side's notes are confidential, meaning that neither Party is required to share their notes.

11. Information Requests. The Parties will make reasonable efforts to submit information requests to the other as early in negotiations as practicable. ~~Each party agrees to include the entire bargaining team of the other when responding to information requests.~~

12. Ratification Recommendation. When an overall tentative MOU(s) is agreed upon, the Union bargaining team and the County bargaining team will recommend that the MOU(s) be ratified to their respective constituencies. Upon ratification by the membership and signing by the Union's bargaining team and Executive Director or their designee, the County bargaining team will recommend that the Board of Supervisors ratify the tentative agreement and authorize its signing by an authorized County representative.

13. Duration. This Ground Rules Agreement will take effect upon signing by the Parties' respective Chief Spokespersons and shall expire upon the signing by both Parties of a successor MOU(s), or upon the commencement of a strike by unit members, or upon lawful implementation of a last, best and final offer by the County, whichever first occurs, unless the Parties recommence bargaining thereafter.

For the County:

For the Union:

Patricia Cano, Chief Spokesperson

Tiffany Crain, Chief Spokesperson

Date: _____

Date: _____