

GROUND RULES FOR 2022 NEGOTIATIONS
SOLANO COUNTY AND SOLANO PROBATION PEACE OFFICER ASSOCIATION
July 27, 2022

The County of Solano (County) and the Solano Probation Peace Officer Association (SPPOA) on behalf of Bargaining Units 12 (Probation Officers) and 15 (Probation Supervisors) agree to the following ground rules for their 2022 negotiations over a successor MOU:

1. Negotiations Not Public

Negotiating sessions will be closed to the public. The parties shall maintain confidentiality but may share proposals and bargaining status with principals, stakeholders, and constituents.

2. Contact Persons

Each bargaining team shall designate one of its members as the primary contact person for purposes of scheduling sessions or changing previously scheduled sessions. Each contact person shall be responsible for communicating any agreed upon changes in the schedule to the appropriate bargaining team members. The County's contact person is Burke Dunphy; the Association's contact person is Christopher Miller.

3. Chief Negotiator

The parties agree each party's chief negotiator will be the primary communicator at the table. The parties agree negotiations will take place only at the bargaining table and not away from the table, except by mutual agreement. Each chief negotiator must have full authorization to make commitments and tentative agreements, subject to ratification by both parties. Only the Party's Chief Negotiator will have the authority to make, modify, withdraw, or agree to proposals.

4. Scheduling and Preparing for Sessions

All negotiation sessions shall be scheduled by mutual agreement. The Parties will attempt to maintain a schedule with two meetings established in advance insofar as practical. At each meeting, the time and the date for the next meeting shall be determined or verified.

5. SPPOA Negotiating Team Release Time

Negotiations sessions generally will be scheduled for four hours. Members of the SPPOA negotiating team shall be granted time off for negotiations without loss of compensation, benefits, or seniority and shall be on County release for the entire scheduled session and for any time over four hours spent negotiating with the County if the additional time falls within the employee's regular working hours.

If SPPOA needs preparation time outside of a scheduled four-hour session, including on days that negotiation sessions with County are not scheduled, it shall receive up to two hours of preparation time per bargaining session on County time to do so. SPPOA agrees to provide County and its team members' supervisors with reasonable advance notice of

the need for this release.

Supervisors of SPPOA team members will be notified by County that a day of negotiations counts as a day of work and cannot be held against SPPOA team members in regard to workload.

For those negotiation team members whose regular work hours are other than day shift, the team member may request a temporary adjustment of their schedule through their immediate supervisor on days with negotiations. There shall be no overtime for time spent in negotiations.

6. Proposals

The parties agree to submit all proposals by the fourth bargaining session after the adoption of these ground rules. After the fourth bargaining session, new issues or proposals may be raised only by mutual consent of both parties. Issues not submitted before that date or not raised by mutual consent after that date may not be presented at any impasse hearing. This provision is not intended to prohibit the parties from modifying their existing proposals or from making counter-proposals.

All proposals and counter-proposals shall be dated and numbered sequentially. Proposed modifications to existing contract language and to proposals or counter-proposals shall be made in "track changes" format. Chief negotiators shall provide an electronic copy of all proposals and counter-proposals made at a bargaining session to each other as soon as possible following the session.

7. Note-Taking

Each party shall be responsible for taking and keeping its own confidential notes of negotiations. The parties agree they will not use electronic recording devices.

8. Caucuses and Breaks

Each side has the right to caucus at any time for reasonable periods or to request a break. The party requesting the caucus will provide an estimate of the time that will be needed for the caucus.

9. Cancellations

Either side may cancel a scheduled meeting upon reasonable notice to the other party.

10. Location of Negotiations

The County shall provide a site for bargaining sessions for in-person meetings; however, meetings also may be conducted via videoconference. The manner in which a meeting or meetings will be held (in-person or videoconference) is to be determined by mutual agreement.

11. Team Composition

The parties agree to provide to each other the names of the members of their negotiating team. There shall be no observers, but with reasonable notice to the other party, experts

may be agreed to for specific subject matter presentations and responses.

12. Agreement

Agreement on individual items reached during negotiations shall be in writing, initialed by each parties' chief negotiators, and considered tentative until there is final total agreement. If final total agreement is not reached, individual agreements shall not be binding on the parties.

Final total agreement on a Memoranda of Understanding shall be binding when it has been ratified by the SPPOA membership and approved by the Solano County Board of Supervisors.

All provisions of the current Agreements will be considered a portion of the tentative agreement unless changed in negotiations, except for side letters and purely clerical changes (e.g., implied changes in cross references, pronouns, etc.). Each chief negotiator agrees to take a total tentative agreement back to its party's constituency or principals for ratification/approval and agrees to recommend ratification/approval of the total tentative agreement.

13. Requests for Information

Both Association and County chief negotiators shall request relevant and necessary information in writing. Each party shall respond to all reasonable requests in an expeditious manner. If a request cannot be reasonably accommodated or appears unreasonable, the chief negotiators will discuss alternatives.

This agreement may be amended at any time by mutual agreement of the parties. This Agreement shall expire upon either approval/ratification of a final total agreement or the establishment of an impasse in negotiations, whichever occurs first.



Christopher W. Miller
SPPOA Chief Negotiator

7-27-22

Date



Burke Dunphy
Solano County Chief Negotiator