

**SOLANO COUNTY and
UNION OF AMERICAN PHYSICIANS AND DENTISTS (UPAD) – Unit #11
NEGOTIATION GROUND RULES**

1. **Chief Spokesperson.** The Chief Spokesperson for Solano County is Georgia Cochran and for the Union of American Physicians and Dentists (UPAD) Unit #11 (“Union”) is Patricia Hernandez. If a party changes its Chief Spokesperson, it shall notify the other party as soon as practical. The chief spokesperson for each team will schedule meetings.
2. **Negotiation Authority.** Only the Party’s Chief Spokesperson will have the authority to make, modify, withdraw, or agree to proposals.
3. **Bargaining Teams and Resource Persons.** The Parties have pre-selected individuals who shall serve, in addition to the Chief Spokesperson, as the Party’s respective bargaining team members. Parties recognize that on occasion other participants may be added or substituted and, to the extent possible, will provide as much notice as possible to the other Party prior to their attendance. Either Party may 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 their attendance are announced at the negotiations meeting prior to the session the individual(s) will attend. Such subject matter experts or persons with special knowledge will leave the negotiation session upon conclusion of the discussion of the matter on which their expertise or special knowledge bears.
4. **Meetings Dates, Times and Locations.** The Parties will at the end of each negotiation meeting discuss and make every effort to agree on future meeting dates, times and locations. The Parties will attempt to maintain a schedule with two meetings established in advance insofar as practical. Every attempt will be made to start meetings on time.
5. **Notice of Cancellation.** The parties will provide a minimum of five (5) calendar days’ notice to one another of the need to cancel a bargaining session, unless such notice is not possible, in which case, as much notice as possible will be provided.
6. **Meeting Agendas.** A tentative agenda will be prepared in advance for each negotiation session. At the conclusion of the session, a tentative agenda will be set for the following meeting. Either party is free to place subject matters on the agenda. This will not preclude either Party from introducing a subject for discussion in a negotiations meeting that is not on the tentative agenda for that discussion.
7. **Caucuses.** Either Party may caucus privately at any time and will provide an estimate of the time that will be needed for the caucus.
8. **Tentative Agreements and Ratifications.** All agreements reached will remain tentative until and unless (a) a final agreement is reached on all matters (b) the entire MOU is ratified by the Union membership, and signed by an authorized Union representative, and (c) the entire successor MOU is ratified and adopted by the County Board of Supervisors in open public session and signed by the County authorized representative.

9. **Proposals.** Each Party will present to the other all subject matters within the scope of representation and specific affirmative proposals over which they wish to negotiate by the third meeting, except that either party may submit a subject(s) and related affirmative proposal(s) at a later time when a significant change(s) in circumstances that could not have been reasonable be foreseen, the new subject and proposal is undertaken promptly following the change in circumstances, and the introduction of such subject and proposal is in accord with the introducing party's duty to bargain in good faith. This provision is not intended to prohibit the parties from modifying their existing proposals or from making counter proposals
10. **Provisions Presumed to Carry Forward.** All pre-existing 2019-2022 MOU language not encompassed by a subject matter of bargaining or tentative agreement will carry forward unchanged in the successor MOU, except for side letters and purely clerical changes (e.g. implied changes in cross references, pronouns, etc.).
11. **Negotiations Notes.** Each party may take notes of negotiations for its reference. However, electronic or other verbatim recording of the bargaining session will be prohibited.
12. **Information Requests.** The Parties will make reasonable efforts to submit information requests to the other as early in negotiations as practicable. All requests for information must be in writing to the Chief Spokesperson.
13. **Ratification Recommendation.** When an overall tentative MOU is reached, the Unit #11 bargaining team will recommend that its members ratify the MOU. Upon ratification by the membership and signing by an authorized Unit #1 representative, the County bargaining team will recommend that the Board of Supervisors ratify the tentative agreement and authorize its signing by an authorized County representative.
14. **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 or upon the commencement of a strike by unit members or upon implementation of a last, best and final offer by the County, whichever occurs first.

COUNTY:

UNION:

Georgia Cochran

Patricia Hernandez

Date: _____

Date: _____