

Passed 4/14/23
@ 9:44 a.m.

**2023 SUCCESSOR MEMORANDUM OF AGREEMENT (MOA) NEGOTIATIONS
GROUND RULES AGREEMENT
BY AND BETWEEN
Service Employees International Union, Local 521 (SEIU) and the County of Santa Clara (County)**

The County of Santa Clara (County) and the Service Employees International Union Local 521 (Union) agree to the following ground rules for their negotiations of a successor Memorandum of Agreement (MOA).

1. Place of Negotiations

Negotiations will be held at 5710 Fontanos Way, San José, California, unless the parties mutually agree to meet at an alternate location.

2. Negotiations Times

The parties will meet at mutually agreed upon dates and times. At a minimum, the parties will schedule and/or confirm at each bargaining session the date and time of the next bargaining session. The parties will attempt to schedule multiple dates, to the extent possible. Cancellation of a scheduled meeting shall be made at least 24 hours in advance absent an unforeseeable circumstance.

3. Negotiating Committee

MOA Section 4.4 – Negotiating Committee governs the Union’s negotiating committee and states: “Not more than six (6) negotiators at one time shall participate in negotiations. The balance of the worker negotiators may be present but shall not participate in negotiations nor be seated at the negotiating table.” (Appendix A)

a. Chief Negotiators

Each party shall designate a Chief Negotiator for the Master Table and Chief Negotiators for each of the Unit Tables. The Chief Negotiators shall have authority to negotiate and enter into tentative agreements on behalf of their respective constituents. Each party may designate an alternate person to represent them at negotiations if their Chief Negotiator is unavailable. All communications between the parties, either written or oral, shall be through the Chief Negotiator. (Appendix A)

4. Release Time

a. Employees on the negotiating committees who are scheduled to work during a scheduled bargaining session shall receive release time without loss of compensation for the actual hours during which the bargaining session takes place that overlap with their work schedule. Participating in the meet and confer process for a successor MOA shall not result in overtime compensation or compensatory time. Release time must be requested twenty-four (24) hours in advance.

- b. Those attending a bargaining session at a time during which they are not scheduled to work will be attending on their own off-duty time and shall not receive compensation from the County for attending bargaining.
- c. All meal periods, break time, caucus time, and meeting time are included within the time during which the bargaining session takes place. The only additional release time permitted is reasonable travel time to and from the site of bargaining to or from the employee's worksite. The parties agree that no other use of release time is permitted.

5. **Use of Alternates**

The Union has designated alternate worker negotiators, who are listed in Appendix B. Alternate worker negotiators will not attend bargaining sessions unless they are attending in place of an absent regular worker negotiator, and the regular worker negotiator whom they are replacing is expected to be absent for a lengthy period of time.

6. **Agendas and Information**

- a. The parties will use their best efforts to agree in advance to agendas for all meetings.
- b. All requests for information or data shall be transmitted, in writing, from one Chief Negotiator to the other Chief Negotiator, unless the parties mutually agree in writing to a different process.

7. **Conduct**

The parties agree that negotiation sessions will be conducted with civility and respect. Pursuant to MOA Section 4.4, "Any person who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room."

8. **Proposals**

- a. All official individual and package proposals shall only be made in writing, labeled as ~~official proposals from the respective party, numbered, dated, and presented by the~~ party's Chief Negotiator.

~~Proposals shall show~~

- i. ~~New proposed MOA language, which shall be underlined; and/or~~
 - ii. Existing MOA language the party is proposing to change, with deletions struck through and new language underlined.
- c. Both parties must submit all proposals on new subjects no later than the 5th bargaining session. This shall not limit the parties' ability to present counterproposals to matters already proposed.

9. **Tentative Agreements**

- a. All tentative agreements shall be in writing, conform to the proposal format described above, and be signed/initialed and dated by both parties' Chief Negotiators. No tentative agreements are effective until the parties reach a final, complete agreement for the entire successor MOA, including the Unit Appendices, that is ratified by the Union and accepted by the Board of Supervisors.
- b. After the parties reach a tentative agreement on all terms of a proposed successor MOA, including the Unit Appendices, the County shall prepare a draft version of the successor MOA that shows all of the parties' tentatively agreed-upon changes. New proposed language shall be underlined and deleted language shall be struck through. The County will provide this draft version to the Union's Chief Negotiator for the master table for review and approval. If the parties reach a tentative agreement on all terms of a proposed successor MOA, including the Unit Appendices, both parties (including every member of their negotiating committees) will recommend ratification/acceptance of that entire tentative agreement to their respective principals.

10. **Use of Technology**

- a. No recording devices shall be used during negotiations sessions. Each party is responsible for taking its own notes, and neither party is required to provide its notes to the other party.

11. **Caucuses**

- a. Caucuses may be called as needed by either Chief Negotiator. Both parties will show good faith and limit the number and length of caucuses. The time for resuming negotiations after the caucus will be mutually agreed upon by the chief negotiators.
- b. If a party believes that a caucus will take longer than two (2) hours, that party will notify the other party. The other party shall have the opportunity to conclude the bargaining session for the day.

12. **Miscellaneous**

- a. **Negotiating in Good Faith** – The parties agree to negotiate in good faith and to do so only with official bargaining representatives of SEIU and the County. SEIU agrees to negotiate directly with the County's negotiating committee, and to refrain from direct dealing with members of the Board of Supervisors, Department heads, and/or other County officials. The County agrees to negotiate directly with SEIU's negotiating committee, and to refrain from direct dealing with members of SEIU who are not on the negotiating committee.
- b. **Brainstorming** - Both parties are encouraged to engage in a free exchange of interests and ideas in an endeavor to reach an agreement for a successor MOA. Brainstorming, "supposals" or other informal discussions shall not be deemed official proposals from either party nor binding on the positions of either party.

- c. Mediation – If the parties reach impasse, the parties shall participate in mandatory mediation pursuant to County Ordinance Code sections A25-414 – 415 prior to the Union requesting MMBA factfinding pursuant to current Government Code section 3505.4, et seq. The parties agree to have [INSERT NAME] serve as the parties’ mediator.

- d. Factfinder Selection – If the parties participate in mandatory mediation pursuant to County Ordinance Code sections A25-414 – 415 and are unable to reach agreement, and the Union thereafter requests MMBA factfinding, the parties agree to have [INSERT NAME] serve as the parties’ panel chairperson.

- e. Observers – Observers shall not be allowed at any bargaining sessions.

- f. Modifications - These ground rules may be modified only by mutual agreement in writing by both parties.

[INSERT SIGNATURE BLOCKS FOR COUNTY AND UNION]

APPENDIX A

Chief Negotiators

Each party shall designate a Chief Negotiator who shall have authority to negotiate and enter into tentative agreements on behalf of their respective constituents. The chief negotiator may designate an alternate person to represent them at negotiations. All communications between the parties, either written or verbal, shall be through the Chief Negotiators. When Master Agreement negotiations occur, all negotiators and staff shall be entitled to be present, but only those listed respectively for the Union and the County as "Master Agreement" negotiating committees shall participate in negotiations.

For the Union:

Master Agreement

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

APT Chief Negotiator

- 1.

Blue Collar Chief Negotiator

- 1.

Clerical Chief Negotiator

- 1.

Environmental Health Bargaining Unit (EHU) Chief Negotiator

- 1.

Public Health Nurse Bargaining Unit (PHN) Chief Negotiator

- 1.

Social Services Bargaining Unit (SSU) Chief Negotiator

- 1.

Supervisory Bargaining Unit Chief Negotiator

- 1.

Probation Counselor Safety Bargaining Unit (PCSU) Chief Negotiator

- 1.

For the County:

Master Agreement

1. **Matthew Cottrell**
2. **Leanna Bieganski**
3. **Cynthia Mihulka**
4. Nicholas Steinmeier
5. Anita Asher
6. Masa Shiohira

APT Chief Negotiator

1. Nicholas Steinmeier

Clerical Chief Negotiator

1. Veronica Gil

Blue Collar Chief Negotiator

1. Jeff Gaskill

PHN Chief Negotiator

1. Nora Nodhal

EHU Chief Negotiator

1. Keesha Arnst

SSU Chief Negotiator

1. Kristen Sweet

Supervisory

1. Jason Tang

PCSU Chief Negotiator

1. Mona Guerrero