

County of Kern  
and  
SEIU Local 521  
Ground Rules for  
2024 Successor Memorandum of Understanding Negotiations

1. The County of Kern agrees to negotiate in good faith and to do so only with official representatives of SEIU Local 521. The Association agrees to negotiate in good faith and to do so only with the designated County representatives. This shall not prohibit the Association Board of Directors from meeting with the County Board of Supervisors to discuss interests but not to negotiate.
2. The existing Memorandum of Understanding and Side Letter Agreements shall continue in full force and effect until an agreement is reached or terms are imposed. Sunset dates shall be continued until successor agreement is reached.
3. The Chief Negotiators are Tracey Eldridge and Michael Goulart for the County and Yvonne Davila and Michael Carter for the Association. Both parties shall have negotiations team members who have authority to make decisions, proposals, and counter proposals. Members of the negotiation teams may participate fully in the discussions at the direction of their Chief Negotiator, only the Chief Negotiators shall have the authority to submit, receive, and/or modify proposals. Only the Chief Negotiators shall have the authority to bind their teams by either accepting or rejecting a proposal.
4. The identity of the negotiating team members shall be as follows:

<u>County</u>	<u>Association</u>	
Tracey Eldridge	Yvonne Davila	Angee Esparza
Michael Goulart	Michael Carter	Robin Walter
Michael Johnston	Alicia Aleman	Alexandra Martinez
Sara Gutierrez	Ajaib Gill	Cindy Rojo
Mercedes Perez	Lyndsi Andreas	Jose Lopez
	Lux Breilein	Venessa Romero
	Deon Duffey	Colleen Wright
	George Martinez	

In addition to the above negotiating team members, parties may bring individuals with specific expertise or knowledge relevant to the topic of discussion, they will give the other party no less than twenty-four (24) hours' notice, including the name of the person and topic they will present. Release time for the individual shall be granted with prior advanced notice. The parties agree, however, to the extent possible, all discussions will be made through the parties Chief Negotiators.

5. The County shall authorize release time designated Association negotiation team members for the purpose of attending negotiations. Additionally, the County shall authorize release time one (1) hour prior to the start of each negotiation meeting and one (1) hour following the conclusion of each negotiation meeting. Further time may be granted if prior advanced notice is given.
6. To the extent possible, the parties will schedule bargaining dates and times at the beginning of negotiations. Meetings will be held on dates, times, and locations set by mutual agreement. The hosting party shall provide a printer and internet connection. Should either party have a need to reschedule or cancel a meeting, they shall do so through the Chief Negotiator at the earliest opportunity.

7. Either party may call a caucus at any time during negotiations and provide an estimated time to reconvene.
8. Each party shall take their own notes. No audio or video recording devices shall be used during negotiations. If meeting takes place electronically parties agree closed caption may be utilized.
9. Requests for information shall be made in writing directly to the Chief Negotiators. The information requested shall be provided within ten (10) business days.
10. Parties shall present their proposals or counter proposals in writing, in contract language and shall provide electronic versions in Word format as soon as practicable. No new proposals may be exchanged after the fourth (4<sup>th</sup>) meeting, currently scheduled on TBD.
11. Agreements reached during negotiations are considered Tentative Agreements and shall be in writing, in contract language, and signed by the Chief Negotiators. Tentative Agreements on any one (1) item are subject to a total Tentative Agreement and shall not be binding until ratified by the Association and adopted by the County Board of Supervisors. If a Total Tentative Agreement is reached, the parties have an obligation to present the agreement to their principals and recommend its approval.
12. If the parties agree that impasse is imminent, the parties agree to follow procedure detailed in the EERR.
13. The County agrees to present the Association's final offer directly to the County Board as written. The Association agrees to present the County's Last Best and Final Offer (LBFO) to the membership prior to declaring impasse.
14. If impasse is declared the parties stipulate the Tentative Agreements shall remain and not be subject to the impasse procedure.

For the County:

For the Association:

\_\_\_\_\_  
Tracey Eldridge  
Date: \_\_\_\_\_

\_\_\_\_\_  
Yvonne Davila  
Date: \_\_\_\_\_