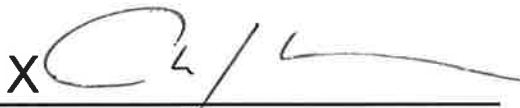


County of Placer and the Placer County Deputy Sheriff's Association
Ground Rules for 2021 Successor Memorandum of Understanding Negotiations

1. The County of Placer (County) agrees to negotiate in good faith and to do so only with official representatives of the Placer County Deputy Sheriffs' Association (DSA). The DSA agrees to negotiate in good faith and to do so only with the designated County representatives. This shall not prohibit the DSA Board of Directors from meeting with the County Board of Supervisors to discuss interests so long as the DSA representatives are not attempting to bypass the Board's designated negotiation representatives.
2. The Chief Negotiators are Che Johnson for the County and Stephen Leonesio for the DSA. Members of the negotiation teams may participate fully in the discussions, 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.
3. The County will authorize release time for up to five (5) designated DSA negotiation team members for the purpose of attending negotiations. Employees shall not earn overtime for time spent in negotiations.
4. To the extent possible, the parties will schedule bargaining dates and times at the beginning of negotiations. Meetings will be held on dates and times set by mutual agreement. The location of meetings shall be agreed upon by both the County and DSA. Should either party have a need to reschedule or cancel a meeting, they shall do so through the Chief Negotiator at the earliest opportunity.
5. The parties agree that video/remote, negotiations may be used in addition to in-person negotiations. In the event that video/remote negotiations are used, the parties agree that negotiation sessions shall not be recorded or rebroadcast.
6. Either party may call a caucus at any time during negotiations and should provide an estimated time to reconvene.
7. Each party shall take their own notes. No audio or video recording devices shall be used during negotiations.
8. Requests for information shall be made in writing directly to the Chief Negotiator. The information requested shall be provided within a reasonable amount of time. In the event that the DSA believes the County is not responding to information requests timely, the parties will discuss the requests and the County's effort to respond.
9. Parties should present their proposals or counter proposals in writing. Both parties shall utilize oral proposals for collaborative purposes. Should either party request an oral proposal to be submitted in writing, it shall be reduced to writing before a Tentative Agreement can be reached. No new initial proposals may be exchanged after the fourth (4th) meeting, excluding the first meeting held on November 30, 2021.

County of Placer and the Placer County Deputy Sheriff's Association
Ground Rules for 2021 Successor Memorandum of Understanding Negotiations

10. The parties may attempt to reach a Tentative Agreement on individual items for inclusion in the total package Agreement. No Tentative Agreement shall have any effect unless put in written form, labeled as Tentative Agreements, signed by each Chief Negotiator, dated and provided to each party. No Tentative Agreement shall have any effect or become a final and binding agreement until all subject matters of negotiations between the parties are resolved as part of a Total Package Agreement. If a Total Package Agreement is reached, the parties have an obligation to present the agreement to their principals and recommend its approval.
11. Both parties agree to inform the other party before declaring impasse. This will give the parties the ability to present any Last, Best and Final Offer (LBFO) to their principals. If impasse is declared, the parties shall stipulate that Tentative Agreements reached shall remain Tentative Agreements throughout the impasse procedures, unless mutually agreed upon.
12. Both parties currently have actions before PERB. Neither party is waiving its legal rights with respect to its pending litigation or disputes over its current bargaining rights or obligations. Neither party shall assert that the voluntary participation in the current negotiations constitutes an admission or waiver of any kind regarding the legal arguments submitted to PERB.
13. The DSA currently has a lawsuit against the County for the County's unilateral repeal of Measure F (County Ordinance 3.12.040). The DSA is not waiving its legal rights with respect to its pending litigation over the repeal of Measure F. It is understood that the DSA's voluntary participation in the current negotiations is not an admission or waiver of any kind regarding the pending lawsuit.
14. The parties agree that negotiation sessions shall not be open to the public. However, information and proposals provided during negotiations shall not be treated as confidential.



Che Johnson
County Chief Negotiator



Stephen Leonesio
DSA Chief Negotiator