

Passed to AFT on February 28, 2025

District Proposal 3

Ground Rules Regarding Successor Contract Negotiations

The San Mateo County Community College District ("District" or "SMCCCD") and San Mateo Community College Federation of Teachers, Local 1493, American Federation of Teachers, AFL-CIO ("AFT") agree to the following ground rules for the purpose of conducting negotiations for a successor contract to succeed the 2022-2025 collective bargaining agreement.

1. The dates and times for the ~~eighteen (18)~~ twelve (12) negotiation sessions have been scheduled with the mutual agreement of both bargaining teams beginning with the first negotiation session on Friday, February 7, 2025. Each negotiation session will start and end at the agreed-upon time(s), unless mutually agreed to otherwise.
2. All negotiation sessions shall be conducted virtually via Zoom, unless otherwise mutually agreed upon. ~~Audio or video recording or transmitting devices, equipment or cameras of any kind used for purposes of recording shall not be utilized during negotiation sessions. Each party may take notes and keep their own written records. Audio or video recording or transmitting devices, equipment or cameras of any kind used for purposes of recording shall not be utilized during negotiation sessions, unless otherwise mutually agreed to.~~ The parties agree to comply with Penal Code section 632 the law regarding audio and video recording and transmittal of the private joint negotiation sessions.
3. The bargaining teams agree to endeavor to avoid cancelling negotiation sessions. However, when necessary to cancel, parties agree to endeavor to notify the other party at least three (3) calendar days in advance of a cancellation. In cases where three (3) days' notice is impossible because of an unexpected or unanticipated circumstance emergency, the parties agree that failure to provide three (3) days' notice shall not be considered a violation of these ground rules. Notice will be given by e-mailing and by phoning the other party's Chief Negotiator.
4. ~~If additional negotiation sessions are necessary, the parties will make all dates available where at least three bargaining team members plus the designated chief negotiator for each party are mutually available, and the parties agree to schedule any additional negotiation sessions when the foregoing minimum number of individuals are available. The parties agree that the unavailability of some bargaining team members will not preclude the scheduling of any additional negotiation sessions. As soon as the AFT negotiation team is aware of their calendars, AFT will provide the District with at least five (5) additional dates for negotiations.~~
5. ~~Each party may determine a reasonable number of core members for its own bargaining team and best efforts will be made to avoid changes to team composition after commencement of negotiations. Each party shall designate and identify their core bargaining team members during the first negotiation session on February 7, 2025. The parties agree that these core bargaining team members shall be present for most if not all scheduled negotiation sessions. Each party shall designate and identify their Chief Negotiator; however, this designation does not preclude other team members from speaking, as appropriate.~~

6. ~~Either party may, with minimum 24 hours advance notice of the negotiation session provided to the other party's Chief Negotiator, bring up to two (2) resource personnel or other subject matter experts to the negotiation session as long as their subject matter expertise is relevant to the issues under discussion at the negotiation session.~~
7. ~~The parties agree that only the core bargaining team members, any supporting persons with subject matter expertise, the District Chancellor, and AFT Co Presidents may attend the parties' joint negotiation sessions, and that all joint negotiation sessions shall be closed to the public, press, and any other persons, unless otherwise mutually agreed upon. This provision does not apply to each party's caucus sessions.~~ **The parties' joint negotiation sessions shall be closed to the public, and the press, and any other persons, unless otherwise mutually agreed to. Only each party's core bargaining team members, the District Chancellor, and AFT Co Presidents may attend the parties' joint negotiation sessions; [District will follow the statutory default rule in EERA (Gov. Code, § 3549.1) of no observers at the parties' negotiations, unless otherwise mutually agreed to. (See Petaluma City Elementary School District/Joint Union High School District (2016) PERB Dec. No. 2485.)]** **Consistent with the established practice of the parties, On a non-precedential basis and for this current round of negotiations only, the following observers are permitted to attend the joint negotiation sessions: SMCCCD employees observers and Board of Trustee members shall be permitted to attend the joint negotiation sessions.**
8. ~~Each party is responsible for preparing their own written proposals and counterproposals. Proposals and counterproposals shall be submitted in writing via email, indicating the time and date of the proposal. Proposals wishing to change contract language will include original language and any new language will be bolded and underlined and language wishing to be eliminated will be crossed out. Each party will also use an assigned highlighting color to designate which party proposed the changes to the contract language. Any variations or other suggestions presented orally will be considered, reduced to writing, and submitted electronically, upon the request of the other party, unless withdrawn.~~
9. ~~Before the end of each negotiation session, the parties will establish the agenda for the subsequent session, including but not limited to what written proposals/ counterproposals will be produced by one or both parties, what information or resource will be brought to the next meeting, and any other "homework" agreed to by the parties. The parties agree that they will follow the agreed upon agenda at the subsequent meeting.~~
10. ~~The parties will come to each negotiation session prepared to discuss specific issues provided in the agenda for the day. The parties agree to have at least ~~two (2)~~ one (1) two (2) but no more than four (4) active Articles to negotiate during each session. Each party will have at least two (2) proposals and/or counterproposals prepared for each negotiation session.~~
11. ~~In order for both parties to be fully apprised of the range and depth of the economic issues being proposed for negotiations, both parties shall present their full package of formal, written economic proposals prior to the parties' exchanging any counterproposals on any economic proposals. Economic proposals are any proposals that have a financial cost to the District.~~

12. Each party may caucus at any time for an initial estimated time period with a goal of no more than forty-five (45) minutes of caucus time during a negotiation session. If additional caucus time is required, the party's Chief Negotiator or designee will notify the other party's Chief Negotiator or designee via text or email of the approximate length of time required and will periodically re-notify the other team if caucus is going to continue. Each party endeavors to utilize their caucus time efficiently and productively, including but not limited to discussing and preparing their counterproposal(s) to the other party's proposal(s).
13. The District's bargaining team has full authority to reach complete tentative agreement subject to ratification by the Board of Trustees. AFT's bargaining team has complete authority to reach tentative agreement subject to ratification by its membership.
14. Any tentative agreement shall be reduced to writing and signed by a Chief Negotiator from each of the bargaining teams ~~a representative of each party.~~
15. ~~In the event the parties reach complete tentative agreement, both bargaining teams will use their best efforts to secure ratification and approval.~~
16. ~~All individual tentative agreements are contingent upon the parties reaching overall agreement on all issues under discussion. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties.~~
17. ~~The parties agree that all discussions during the joint negotiation sessions are confidential and shall not be disclosed outside of negotiations except as provided herein. This confidentiality provision does not apply to any of the following circumstances: each bargaining team's communications with their respective resource personnel and/or subject matter experts as described in paragraph 6 above; the District's bargaining team's communications with the Chancellor, the Chancellor's Cabinet Members, and the Board of Trustees; and AFT's bargaining team's communications with AFT Co-Presidents and AFT Executive Board.~~
18. ~~The District and AFT reserve the right to communicate with their constituents through customary communications channels concerning written proposals exchanged during the negotiation sessions and the parties' own analysis of the written proposals. All communications shall be factual, accurate, and honest.~~
19. ~~The parties agree that it is in the interest of the parties to ensure that all negotiation sessions are conducted with a tone of civility and professionalism. It is further agreed that the parties will treat each other with mutual respect. Regardless of the level of intensity and/or emotion and/or commitment related to the subject matter under discussion at any given time, members of both bargaining teams pledge to be courteous and respectful in speech and in manner at all times, and to attack the issues and not each other or each other's constituencies. It is in the interest of the parties to ensure that all negotiation sessions are courteous, professional, and respectful. Members of both bargaining teams endeavor to be courteous and respectful, and to attack the issues and not each other or each other's constituencies. Negotiation sessions should be conducted in a courteous and professional manner.~~

AGREED: February 21, 2025

SMCCCD

AFT
