CITY OF SAN JOSE

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Municipal Employees' Federation (MEF) /Confidential Employees' Organization (CEO), AFSCME LOCAL 101

2011 MEF/CEO JOINT NEGOTIATIONS GROUND RULES

GENERAL PROCESS

1. The purpose of these negotiations is to reach agreement on successor Memorandum of Agreements (MOA) between the City of San Jose (City) and the Municipal Employees' Federation, AFSCME Local 101 (MEF) and the Confidential Employees' Organization, AFSCME, Local 101 (CEO), respectively. Hereafter, MEF and CEO may also be referred to as "Union" or, collectively, "Unions."

2. The parties agree that MEF and CEO will jointly participate in the negotiations. Any member of the joint negotiations, including the City, may choose to withdraw from negotiations. Withdrawal from the joint negotiations is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the joint negotiations by any member will convert the negotiations to bargaining with each Union separately, starting with the last proposal on the table.

3. The City and both Unions participating in the joint negotiations shall designate a chief spokesperson(s) that shall have the authority to negotiate and enter into tentative agreements.

4. The City and both Unions participating in the joint negotiations will have permanent negotiating team members and will notify the other party at the onset of negotiations. However, the parties may change team members during the negotiation process upon advance notice, with an effort being made to notify the other team of the changes at least 24 hours prior to the session.

5. The parties agree that prior to another person being present at the negotiation sessions, other than the City's negotiating team and the Unions' negotiating team, whenever possible, they will give the other side at least twenty-four (24) hours notice, including the name of the other person and topic they will be present for during the negotiation session.

6. During negotiation sessions, all MEF/CEO and City negotiation team members may express opinions, share ideas, suggest options, and provide additional information. Statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal. There is no implied commitment by any party when brainstorming during negotiation sessions. All proposals and counter proposals shall be submitted in writing. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.

7. Upon request and to the extent possible, each party shall normally provide an explanation of the rationale for each proposal. If that explanation is insufficient, additional information may be requested.

8. Any Tentative Agreement must be in writing and signed by the designated representative for the City and each Union agreeing to the Tentative Agreement. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.

9. The City and either Union in the joint negotiations may enter into a Tentative Agreement at any time and does not require agreement by any other party in the joint negotiations. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the applicable Union's membership and approval of the City Council in open session. The City's negotiating team agrees that it will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council, and each Union participating in the joint negotiations agrees that they will make good faith efforts when recommending a Tentative Agreement to the union membership.

10. Either party may caucus at any time, with the understanding that the caucus is private, and that the caucus time is reasonable and provides an estimated conclusion time.

11. All written proposals, correspondence, and information requests and responses exchanged will be made available to the public by being posted online on the City's website at the earliest possible time.

12. Each party will respond promptly to requests for relevant and necessary information. However, confidentiality of employment and other records shall be recognized and information requests shall be limited to information which is relevant and necessary for the current bargaining. When possible, the City will provide information in a Word or Excel format. In the event a party questions the relevance of the requested information, the requestor shall provide an explanation of the relevance to the current negotiations. If that explanation is not satisfactory to the responding party, additional clarification may be requested. In the event a request is burdensome, the parties shall negotiate over compensation for producing the requested information.

13. These ground rules are subject to change and/or additions by mutual written agreement.

RELEASE TIME

14. The City will authorize time from regular duties for up to six (6) representatives from MEF and three (3) representatives from CEO to participate in the negotiation sessions.

15. Release time from regular duties shall include a total of one (1) hour before for travel and pre-negotiation session and thirty (30) minutes after each negotiation session for travel and post-negotiation session.

IMPASSE PROCEDURES

16. The parties recognize that the outcome of the negotiations process is a successor MOA. The parties also recognize that joint bargaining is a permissive subject of bargaining and agree that the joint bargaining process does not extend to impasse or any impasse resolution procedure under either state law or Employer-Employee Resolution #39367 absent agreement of the parties.

17. Notwithstanding number 16 above, in the event of impasse in the joint negotiations bargaining process, the parties agree that both Unions that participated in the joint negotiations, along with the City, will participate collectively and in good faith in the impasse resolution procedures specified in Section 23 of the Employer-Employee Resolution #39367. This does not preclude one of the participating Unions in the joint negotiations from reaching a Tentative Agreement with the City while the other Union participates in the impasse procedures independently.

FOR THE CITY:

Name: Gina Donnelly
Title: Deputy Director
Date: 09/21/11

FOR THE UNIONS:

Name: LaVerne Washington
Title: AFSCME Confidential Employees Organization President
Date: September 21, 2011

Name: Yolanda A. Cruz
Title: AFSCME MEF President
Date: 9/21/11