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MUNICIPAL EMPLOYEES' FEDERATION (MEF)
CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO)
AFSCME, LOCAL 101

&

CITY OF SAN JOSE

2011 CONTRACT NEGOTIATIONS GROUND RULES

GENERAL PROCESS

1. The purpose of these negotiations is to reach agreement on a successor Memorandum of Agreement (MOA) between the Municipal Employees' Federation/Confidential Employees' Organization, AFSCME, Local 101 (Union) and the City of San José (Employer) by the expiration of the current MOAs on June 30, 2011 and September 17, 2011, respectively.

2. The parties agree that MEF and CEO will participate in joint 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 Employer's representatives and Union's representatives will make themselves available to meet at regular intervals to conclude negotiations. At the close of such negotiations sessions, the parties will agree to a tentative date for the next meeting and whenever possible identify issues for discussion.

4. The City and the Union have the right to include resource persons to the negotiation sessions for the limited purpose of assisting with specific issues being discussed, and will make a good faith effort provide 24 hours advance notice to the other party.

5. The parties agree that two, mutually agreed upon members of the City Council, Councilmember-designees, or Chief of Staff will be present during negotiation sessions, to observe, but not participate in the negotiation process.

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

7. During negotiation sessions, all MEF/CEO and City negotiation team members may express opinions, share ideas, suggest options, provide additional information. However, statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal, unless specifically articulated as such by the chief spokesperson. All proposals and counterproposals shall be submitted in writing and sent electronically in MS Word format to each team member.

8. Any Tentative Agreement must be in writing and signed by the designated representative for the applicable Union and the designated representative for the City. Anything not in writing and not signed by the designated representative for each applicable Union and by the designated representative for the City will not be construed as part of any Tentative Agreement.

9. The MEF/CEO bargaining units and the City may enter into a Tentative Agreement at any time and do not require agreement by the other bargaining unit. 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 MEF/CEO agree that they will make good faith efforts when recommending a Tentative Agreement to their respective Union membership.

10. For each city-wide correspondence or notice, including electronic mail, referencing any matter pertaining to labor negotiations, AFSCME MEF and/or CEO have the right to utilize the City of San Jose's electronic mail system to respond with a rebuttal and/or to provide additional information to its/their members.

11. None of the changes to provisions contained in the bargaining agreement will go into effect until complete contract is agreed upon and ratified by the bargaining unit.

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

INFORMATION REQUESTS

13. All responses to Union Requests For Information shall be submitted to the MEF/CEO joint bargaining unit team electronically via email and in MS Excel format as applicable prior to the next scheduled negotiation session.

14. Each party shall provide an explanation of the rationale for each proposal. If that explanation is insufficient, additional information may be requested.

RELEASE TIME

15. The City will authorize release time from regular duties for up to six (6) representatives from the MEF bargaining unit and three (3) representatives from the CEO bargaining unit to participate in the negotiation sessions. MEF and CEO representatives will be granted paid release time for negotiation sessions that occur during their regular work schedule; they shall not receive compensation for sessions that may occur outside their regular working hours.

16. 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

17. Pursuant to the City's Employer-Employee Relations Resolution (#39367), impasse procedures may be invoked by either party in person or in writing after a bona fide effort has been made to meet and confer in good faith and such efforts fail to result in agreement.

18. The impasse procedures shall be those specified in Section 23 of Resolution #39367.

FOR MEF **FOR CEO**

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FOR THE CITY

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