

Passed to AFT 02/07/2025

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) 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.
3. The bargaining teams agree to avoid canceling 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 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. 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 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.
5. Either party may, with minimum 24 hours advance notice of the negotiation session provided to the other party's Chief Negotiator, bring up to three (3) 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.
6. The parties agree that only the core bargaining team members and any supporting persons with subject matter expertise may attend the negotiation sessions, and that all negotiation sessions shall be closed to the public, press, and any other persons, unless otherwise mutually agreed upon.
7. 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.

8. 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.
9. 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) 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.
10. 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.
11. 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 will notify the other party's Chief Negotiator 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).
12. 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.
13. Any tentative agreement shall be reduced to writing and signed by a representative of each party.
14. In the event the parties reach complete tentative agreement, both bargaining teams will use their best efforts to secure ratification and approval.
15. 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.
16. The parties agree that all negotiation sessions are confidential. However, the parties agree that the District's bargaining team shall be able to communicate with the Chancellor, the Chancellor's Cabinet Members, and the Board of Trustees, and that AFT shall be able to communicate with the AFT Executive Board.

17. The District and AFT reserve the right to communicate with their constituents through customary communications channels concerning written proposals and the parties' analysis of them. All communications shall be factual, accurate, and honest.
18. 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.

AGREED: February 7, 2025

SMCCCD

AFT
