

Ground Rules for Contract Negotiations

Community Alliance of Tenants and CAT Labor Union

The Community Alliance of Tenants (“Company” or “Employer”) and the CAT Labor Union (“Union” or “CLU”) (collectively, “parties”) hereby adopt these rules regarding the negotiations of the first contract between the parties following the voluntary recognition of the union.

1. The parties’ negotiations will be conducted under the provisions of all applicable laws.
2. It is the desire of the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. All bargaining unit employees will be invited to attend the bargaining sessions. The Employer will agree to compensate any union bargaining unit members in attendance where each session is no longer than 4 hours, unless the union and CAT previously agree to more paid time for the bargaining sessions. CAT will flex the bargaining committee member’s schedule so that in no event will a bargaining committee member be allowed to go into overtime for this. No other time will be compensated for the bargaining committee members.
3. So long as these ground rules are fully agreed to and signed by June 30th , 2021, CAT also agrees to make a lump sum payment to bargaining committee members that will reflect payment for the time spent in bargaining sessions with CAT as of the date these ground rules are signed. This payment will not count towards overtime and will be made on the next standard paycheck following the signing of these ground rules.
4. The date and time of negotiation sessions shall be established by mutual agreement of the parties. Bargaining sessions will happen via Zoom and will be scheduled for up to 4 hours unless a longer time period is agreed to between CLU and CAT. Bargaining sessions will start and end on time, unless with mutual agreement to extend the session. All parties will reserve the entire time of the session for bargaining and pay full attention, no multitasking while at the session.
5. Community supporters and all CWA 7901 members may attend as silent observers upon invitation by either side and with advance notice to the other team but will be immediately asked to leave the meeting by the party that invited them if they make any threatening statements to either CLU or CAT. Both parties also recognize that disagreement, questioning, ensuring accountability, and conflict of opinion is not abuse or threatening. Either team may, with advance notice, invite experts, consultants, or extra participants to a session to provide additional information and notify the other party at least 48 hours in advance.
6. The parties agree scheduled meetings will only be cancelled for compelling reasons, and the party canceling the meeting will notify the other at least 48 hours in advance, unless the reason is an emergency arising within 48 hours of the meeting. At the time the party cancels the meeting, that party will also offer available dates to reschedule the meeting(s).

7. Notes may be taken by members of the negotiating teams; however, there shall be no mechanical recordings or transcripts. In the event the parties have sidebar discussions, all sidebar discussions shall not be considered part of the collective bargaining process and shall not be admissible in mediation, grievance and/or arbitration hearings.
8. Correspondence from the Union to the Company related to negotiations should be directed to Kim McCarty. Correspondence from the Company to the Union related to negotiations should be directed to President of CWA local 7901, president@cwa7901.org with a corresponding copy sent to catslaborunion@gmail.com.
9. The parties shall come to each meeting prepared and will be ready to present proposals and counter proposals at the beginning of each bargaining session. Parties shall not use caucuses as a substitute for preparing for negotiations between sessions.
10. The parties agree to negotiate and attempt to resolve, or substantially resolve, all procedural and substantive contract language matters before the parties commence negotiations on economic aspects to the collective bargaining agreement. Economic proposals shall include, but not be limited to wages, and the dollar amount or level of fringe benefits having economic costs such as holidays, vacations, medical benefits, pension, etc.
11. Either party may caucus or adjourn a bargaining session at any time. An estimate of the time needed or check in time will be given by the side calling the caucus.
12. **Each Party shall be able to propose new noneconomic articles for 2 additional sessions from the time of signing of these ground rules. If noneconomic articles are to be proposed after, it shall only be by mutual agreement.**
13. All tentative agreements will be reduced to writing, and initiated and dated by the lead negotiators. Article proposals will use gender neutral language. The parties acknowledge any agreement is tentative and subject to ratification by the parties. Any article or item that has been tentatively agreed to will not be reopened unless by mutual agreement of the parties; however, in the event that tentative agreements are rejected in the ratification process, all previously tentatively agreed on articles or items are unenforceable and those articles and items are open for continued negotiations. Each bargaining team agrees to recommend ratification of all tentative agreements. Ratification for the Union is by its membership and ratification for the Employer is by its Board of Directors.
14. The Employer shall prepare the final agreement for signature and submit an electronic copy of the final agreement to the Union. The parties agree that physical or electronic signature is acceptable for the final version of the agreement.
15. Parties reserve the right to communicate in good faith the details of proposals and progress in negotiations with the public, including through social media. However, the Union will give Kim McCarty **24 hours notice** of any Union statements or other communications to CAT's members or community partners. Personal stories shared at bargaining will remain confidential and no personal information or experiences will be shared without explicit consent from the person who shared.

16. Parties will interrupt oppressive or discriminatory comments and behavior, will be open to feedback about comments that are discriminatory and/or oppressive and will keep confidential information confidential.

FOR THE UNION:

Astin Michelle Fowler

Date: 6/30/2021

FOR THE EMPLOYER:

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Elaine Bevenbergen

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Date: 6/28/2021