

June 30, 2020

GROUND RULES FOR NEGOTIATIONS
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND
THE MASSACHUSETTS TEACHERS ASSOCIATION/
MASSACHUSETTS STATE COLLEGE ASSOCIATION
DGCE UNIT

1. The parties agree that they have authority to negotiate and to make tentative agreements which shall be subject to final ratification by their constituencies. All bargaining shall be conducted at the bargaining table.
2. The parties may not submit new proposals after December 1, 2020, except by mutual waiver; except, the parties shall be deemed to have reserved the right, in good faith, to submit new proposals for the purpose of facilitating the resolution of other outstanding matters or to address issues that may arise during bargaining.
3. All tentative agreements shall be reduced to writing and a principal representative of each party shall initial all tentative agreements; provided, however, that every such tentative agreement shall be subject to and contingent upon the parties' entering into a final and complete collective bargaining agreement, and each party shall be deemed to have reserved the right, in good faith, to reopen negotiations in respect of any such tentative agreement for the purpose of facilitating the resolution of other outstanding matters.
4. The parties shall hold meetings for the purpose of negotiations at mutually agreeable dates, times and places. Other than for an emergency, each party will endeavor to give at least three days' notice of cancellation. The parties shall establish an agenda for the next meeting after each negotiating session. The parties shall schedule two meetings in advance, which shall include start and end times for these meetings. The end times of these meetings may be extended by mutual consent of the parties
5. Each side shall have the right to caucus at any time for a reasonable period of time and shall inform the other party of the anticipated length of caucus.
6. Negotiations shall be conducted in closed session. Attendance at such sessions shall be limited to the members of each of the negotiating teams, including their principal representatives, their chief negotiators and staff, committee members, alternates and silent representatives.
7. Near the start of each negotiation meeting, both parties will confirm the names of all participants. After this confirmation, any new participants joining the meeting shall be announced so attendance lists may be amended. For sessions conducted remotely, all participants shall have their full names displayed.
8. There shall be no recording or transcripts made of bargaining sessions, and there shall be no official minutes or records. Both parties are free, however, to keep their own notes of bargaining sessions.

9. The parties reserve the right to communicate concerning the negotiations consistently with the requirements and limitations of law. All correspondence between the parties concerning matters that are or may be the subject of negotiations shall be made exclusively through the principal representatives of each party and the chief negotiator of each bargaining team, if any.
10. The Board shall make available to the Association, upon its written or oral request and as soon as may be practicable thereafter, such statistics and information in the possession of the Board as are related to the collective negotiations. It is understood that this shall not require the Board to compile such information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential as a matter of law
11. It is understood that there may be a need for bargaining unit members serving as committee representatives to attend bargaining sessions on occasion for major periods of time. On those occasions, release time shall be provided to these committee representatives for the purposes of performance their DGCE responsibilities.
12. Any of the aforementioned provisions may be waived or additions made by written mutual consent of the parties.

MASSACHUSETTS TEACHERS
ASSOCIATION/MASSACHUSETTS
STATE COLLEGE ASSOCIATION

BOARD OF HIGHER EDUCATION

By: *Graziana Ramsden*
Spokesperson Date: 10/1/1010

By: _____
Spokesperson /S/ *Michael J. Murray*
Date: 10/1/20