

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

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 June 30, 2021, except by mutual waiver; except, each party 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 the 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 and times via an online video/audio platform, unless the parties mutually agree to meet in-person. Other than for an emergency, each party will endeavor to give at least three days' notice of cancelation. 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 or start times of these meetings may be extended or revised 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. The parties recognize the need to be efficient and productive during time spent caucusing.
6. 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.

7. Negotiations shall be conducted in closed session. Attendance at such sessions shall be limited to members of each of the negotiating teams, including their principal representatives, their chief negotiators and staff, committee members, alternates and silent representatives. For sessions conducted remotely, all in attendance must display their full names.
8. 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.
9. 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
10. It is understood that there may be a need for bargaining unit members serving as team representatives to attend bargaining sessions on occasion for major periods of time. On those occasions, release time shall be provided to these bargaining team representatives.
11. 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: Maria Agblosom 4/8/21
Spokesperson, MSCA Date:

By: Michael J. Murray
Director of Employee and Labor
Relations, DHE
Date: 4/5/21

