

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 the third (3) meeting, except by mutual consent; 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. For the purposes of this provision, meetings called for the purposes of establishing ground rules shall not count as one of the first three (3) meetings. The parties acknowledge that additional time may be needed for proposals relevant to the dispersion of any FTE pool money, should such a proposal be made.
3. All tentative agreements shall be reduced to writing and signed and dated by the principal representative of each party; 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. Arrangements for negotiation sessions shall provide for a joint room for negotiations and private team caucus rooms. Other than for an emergency, each party will endeavor to give at least three days' notice of cancelation. The parties shall schedule a meeting in advance, which shall include start and end times for the next meeting. The end times or start times of these meetings may be extended or revised by mutual consent of the parties. Should there be any costs associated with securing a meeting room or rooms and providing refreshments for in-person bargaining sessions, the parties agree to share the cost of collective bargaining negotiations.

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, including use of dictation/speech-to-text software, and there shall be no official minutes or records. Both parties are free, however, to keep their own notes of bargaining sessions. This does not exclude the use of adaptive technologies for accommodation purposes.
7. Negotiations shall be conducted in closed session. Attendance shall be taken at each session. Attendance at these sessions shall be limited to members of each of the negotiating teams, including their principal representative(s), their chief negotiator(s) and staff, committee members, alternates, silent representatives and any experts requested. Advanced notification shall be provided if either party includes an expert that is not a member of the aforementioned groups. Bargaining sessions shall be conducted in person and remotely on an alternating basis unless the parties mutually agree otherwise. For sessions conducted remotely, all in attendance must display their full name and take measures to ensure the session is not audible to others.
8. The parties' silent representatives shall be reminded at each bargaining session that they shall not speak while negotiations are occurring and silent representatives shall remain muted while negotiations are occurring. System administrator shall make an announcement at the beginning of each session informing participants that recordings and transcripts are not permitted. Each party is responsible for the conduct of their respective bargaining team members, including silent representatives. Bargaining team members, including all silent representatives, shall not engage in disruptive conduct during the bargaining session. If a bargaining team member engages in disruptive conduct, they will be asked by their respective chief negotiator to comport themselves in an appropriate manner. If the disruptive behavior continues after such warning, the individual will be asked to leave the session by their respective chief negotiator and all bargaining shall pause until the individual leaves the session/platform.
9. The parties reserve the right to communicate concerning the negotiations consistent 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 chief negotiator of each team and the principal representatives of each party, 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. Due consideration shall be given to avoid cancelling classes. 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 those bargaining team representatives. Release time shall not apply to more than one bargaining representative per campus or silent representatives.
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

By:  6/20/23
Spokesperson Date:

BOARD OF HIGHER EDUCATION

By:  6/21/2023
Date: