

**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 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 sixth (6) meeting, except by mutual consent; except, each party shall be deemed to have reserved the right, in good faith, to present new or revised proposals that address an issue previously discussed which may include new or alternate articles 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 six (6) meetings. The parties' August 20, 2024, bargaining session shall not count as one of the first six (6) meetings. Proposals specific to Massachusetts Maritime Academy should be placed on the table at the first in-person session held at the Academy, regardless of whether the first meeting at the Academy is one of the first six (6) meetings.
3. All tentative agreements shall be reduced to writing and signed and dated by a representative of each party with signatory authority; 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, including evenings and weekends when necessary, and places. The parties agree, to extent practicable, to hold at least one in-person meeting at each of the nine campuses. Parties shall arrive ready to bargain at the time the meeting is scheduled to begin. 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 three meetings in advance, which shall include start and end times. The parties shall agree on an agenda prior to the start of each session. The end times or start times of these meetings may be extended or revised by mutual consent of the parties. Bargaining sessions shall be conducted in-person and remotely with every third session in-person and the other two remotely, unless the parties mutually agree otherwise. For in-person sessions, arrangements shall provide for a joint room sufficiently large for two-party negotiations and private rooms for team caucusing, each party shall be provided with its own microphone to speak at the table, and any reasonable accommodations needed for attending an

in-person session shall be requested in a timely manner and in accordance with a University's practice with respect to its ADA accommodation process. There shall be no hybrid option available for in-person sessions, unless provided as a reasonable accommodation through a University's ADA process. For sessions conducted remotely, all in attendance must display their full name and take measures to ensure that the session is not audible or viewable to others. 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, and silent representatives as well as any experts requested. Advanced notification shall be provided if either party intends to have an expert at a session that is not a member of the aforementioned groups.

8. The parties' silent representatives shall be reminded at each bargaining session that they shall not speak while negotiations are occurring. Each party is responsible for the conduct of their respective bargaining team members, including silent representatives.

9. Bargaining team members, including all management representatives and union 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 bargaining room.

10. 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.

11. Due consideration shall be given to avoid canceling classes. It is understood that there may be a need for bargaining unit members, serving as team committee representatives, to attend

bargaining sessions on occasion for major periods of time. On those occasions, release time shall be provided to those bargaining team committee representatives. Release time shall not apply to more than one bargaining committee 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.