GROUND RULES FOR NEGOTIATIONS
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND
THE MASSACHUSETTS TEACHERS ASSOCIATION/
MASSACHUSETTS STATE COLLEGE ASSOCIATION
DGCE UNIT
2026

1. The final tentative agreement shall be subject to final ratification by their constituents.

2. The parties may not submit new proposals after December 15th 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.

3. All proposals shall be submitted in writing as the language would appear in the contract.

4. 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.

5. 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 cancellation. The parties shall schedule meetings for each semester in advance with the union offering three possible dates for each session of which management will agree to one of the dates offered. The parties shall meet no less than every four weeks, which shall include start and end times. At each meeting the parties will establish an agenda for the next meeting. In-person sessions will be scheduled at a mutually agreeable location. 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.

6. 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 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 remote sessions, names shall be displayed and measures shall be taken to ensure the session is not audible to others.

7. 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.

8. There shall be no recordings or transcripts made of the bargaining sessions, including use of dictation/speech-to-text software, and there shall be no official minutes, recordings, or records. Both parties are free, however, to keep their own notes of bargaining sessions. Parties may use adaptive technologies for accommodation purposes.

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(s) of each team and the principal representative(s) of each party, if any.

10. 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. Bargaining representatives shall make a good faith effort to notify their Chair or Coordinator prior to the bargaining sessions. Release time shall not apply to more than one bargaining representative per campus or silent 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

By:_____
Spokesperson Date:

By:_____
Spokesperson Date:

BOARD OF HIGHER EDUCATION

By:_____
Date: