

2021 Successor Negotiations Ground Rules
University of Massachusetts Lowell (UML) and
Massachusetts Society of Professors (MSP)

The following ground rules shall govern the conduct of negotiations between UML and MSP.

1. **Spokespersons**. Each party shall have designated primary spokespersons. Primary spokespersons for MSP shall be Carol McDonough, MSP President, Tibor Beke, MSP Vice President, and Sean Barrett, MTA Field Representative. Primary spokespersons for the UML shall be Provost Joseph Hartman and Michael Rutherford, Executive Director of Labor Relations and Compliance. The designated primary spokespersons shall make all official proposals and counterproposals. This shall not be interpreted to prohibit any representative of either party from speaking on any issue at appropriate times.
2. **Attendance**. There shall be a record of meeting attendees. All screens must display the attendee's name.
3. **No recording**. There shall be no electronic recording of negotiations. Each party is responsible for keeping its own notes of the sessions.
4. **Session frequency**. The Parties shall make reasonable efforts to schedule at least two sessions per month until a full and complete agreement on all issues is reached. The Parties shall schedule the next two bargaining sessions at each session. The Parties shall attempt to commit to the scheduled meeting and, where necessary, a meeting may be cancelled by either party upon sufficient and reasonable notice.
5. **Session time and duration**. Unless otherwise agreed, sessions shall generally be two hours in length.
6. **Caucus**. Each party has the right to caucus at any time. Each party shall be provided with a private caucus room. Each party shall inform the other of the anticipated length of caucus. Caucuses shall generally be no more than 30 minutes.
7. **Virtual Caucuses**. During a caucus, the parties may choose to hold their caucus through their own private virtual caucus room. Each party shall inform the other of the anticipated length of caucus. The party requesting the caucus shall check in and provide a good faith estimate of the length of the remaining caucus time if the caucus should exceed one half hour in duration.

8. **Zoom.** Zoom shall be utilized as the forum for successor negotiations until such time as the parties mutually agree to another forum. While Zoom is utilized as the forum for negotiations, the following shall apply:

(a) the group chat function shall not be used as a forum for questions or commentary by bargaining team participants;

(b) Attendees shall be visible through a live shot during virtual sessions unless extenuating circumstances arise. Further, any Core Bargaining Team member who speaks during the session must be visible through a live shot.

9. **Proposals.** All proposals and counterproposals shall be presented in writing. Each party shall present all initial proposals no later than the tenth regularly scheduled successor negotiation session following execution of the ground rules. Economic placeholder positions may be proposed by the tenth session. Following the tenth session, no new proposals, as opposed to reasonably responsive counterproposals, may be submitted by either party absent extenuating circumstances beyond either party's control or expectation or by mutual agreement by the parties to permit additional new proposals. Proposals may be amended, modified or withdrawn at any time prior to acceptance as a tentative agreement.

10. **Tentative Agreements.** The respective negotiation teams are authorized and empowered by their respective bodies to enter into tentative agreements. Tentative agreements shall be in writing and initialed. Tentative agreements shall identify what contract language is being added to, deleted or modified. Tentative agreements shall remain tentative until a complete agreement is reached on all terms and conditions.

11. **Memorandum of Agreement (MOA):** When the parties reach a full and complete agreement on all issues, the primary spokespersons shall draft a MOA that includes all tentative agreements. The MOA is subject to final ratification and/or approval by both parties. The parties shall make reasonable efforts to integrate the MOA into a new, complete successor collective bargaining agreement as soon as practicable.

For MSP:

For UML:

Date: _____

Date: _____