

**ARTICLE 33**  
**DURATION AND NEGOTIATION PROCEDURE**

Section 1. This Agreement shall be effective upon the ratification of the same by the Akron-AAUP's membership and approved by the University of Akron's Board and shall continue in full force and effect until 12:01 a.m. on December 15, 2012, and will be extended for an additional period of time until 12:01 a.m. on December 15, 2013, and will continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Akron-AAUP will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not less than seventy-five (75) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date); provided, however, that the parties shall negotiate for the period July 1, 2013-December 15, 2013 only with respect to mid-term increases/modifications regarding Article 16 (Compensation), Section 5. Such negotiations should begin not less than seventy-five (75) days prior to December 15, 2013, and in accordance with Section 2, below, except that the University and Akron-AAUP agree in advance that, if available, Mr. Robert Stein shall be the mediator/fact-finder for such re-opener.

Section 2. In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with Section 1 above, the following terms and procedures shall apply to the parties' negotiations and dispute resolution.

- A. The University and the Akron-AAUP shall each select its own collective bargaining committee of not more than six (6) members, including one Chief Negotiator for each side. In the event that either the University or the Akron-AAUP plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.
- B. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least twenty-four (24) hours notice shall be given to the other party, unless twenty-four (24) hours notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.
- C. All negotiating sessions will be held at the Student Union Center unless mutually agreed otherwise. There will be no smoking in the room in which the parties actually conduct negotiations.

- D. Each party will provide an electronic copy and sufficient written copies of its proposals and other materials for everyone anticipated to be present.
- E. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by the Akron-AAUP membership and subject to the approval of the Board. Any tentative agreements reached shall be drafted and initialed by the Chief Negotiators, but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the parties as to specific issues.
- F. All negotiations will be done in private in accordance with Ohio Revised Code Section 4117.21.
- G. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic or verbatim notes of the sessions permitted.
- H. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.
- I. The two (2) Chief Negotiators may meet in private to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.
- J. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The parties agree to utilize the statutory dispute settlement procedure as set forth in Ohio Revised Code § 4117.14, except with respect to the following:
  - 1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board;
  - 2. That fact finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least thirty (30) days;
  - 3. If fact finding is requested by either side the parties shall request from SERB a list of fact finders (unless the parties have previously agreed to a fact finder, who has agreed to serve consistent with this MAD) and a fact finder shall be selected within two (2) weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code § 4117.14;

4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code § 4117.14, subject to the provisions of this Agreement;
5. That the fact finding hearing shall be scheduled within four (4) weeks of the appointment of the fact finder by SERB; and
6. That the rejection deadline date for any fact finder's report shall occur the later of (1) fourteen (14) days following said report's delivery; or (2) fourteen (14) days after classes begin for spring or fall academic semester.

Section 3. The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such event the University shall immediately so notify the Akron-AAUP and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to Article 12, infra.