

ARTICLE IV RATIFICATION, AUTHORIZATION AND COPIES OF THIS AGREEMENT

Section 1. Negotiating Teams.

The Collective bargaining procedure shall be conducted between representatives of the University and the Association. These representatives shall be called the negotiating teams. Each team may consist of no more than four (4) members. Each party represented in the procedure shall determine who will be its team representatives, but shall not select members of the other party involved in the procedure.

Section 2. Negotiating in Executive Session.

All negotiating sessions shall be in executive session, meaning only members of the teams, consultants as provided for in this procedure, and others as mutually agreed to between the teams shall be in the room during negotiating sessions.

Section 3. Consultants.

Both parties are welcome to employ the services of consultants outside the negotiating sessions. Within the negotiating sessions consultants and/or observers may be present and be the spokesperson for the representative side.

Section 4. General Provisions.

The following provisions will be in effect unless otherwise agreed to by both parties;

A. Caucus. Either team may call for a caucus during a session. A Caucus shall be for a period of no more than thirty (30) minutes unless otherwise agreed to.

B. Agenda. After the Association proposals have been presented at the first meeting, the agenda for subsequent negotiating sessions shall be established. By mutual agreement the order of items on the agenda subsequently may be changed.

C. Time Table. Since a majority of the University full-service faculty members have authorized the Association as their sole and exclusive bargaining agent, both parties will confer no later than ninety (90) days prior to the expiration date for the then-present Agreement to establish the time table for working on a successor Agreement, of whatever duration. Additional meetings during any week or changes in the frequency of time or place of meeting may be made by mutual consent of the two teams at the end of any meeting. The time and place of each subsequent meeting shall be established before any session is concluded.

D. Exchange of Information. Upon request, the University and the Association agree to provide each other with information pertinent to topics/subjects that may be discussed during the negotiating period.

E. Written Proposals. To avoid misunderstanding and to facilitate communication, all major proposals and counter-proposals shall be provided in writing.

F. Tentative Agreement. As items are negotiated and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.

Section 5. Agreement

A. Preparing Issues for Approval. When agreement has been obtained on all issues submitted to the negotiating process, or issues have otherwise been resolved, each issue shall be reduced to writing, and signed by the members of the teams.

Each issue shall include the following provisions in writing:

- (1) Provisions of the Agreement.
- (2) Date that said provisions are to be implemented.

B. If the document is endorsed according to the procedure outlined above, the Agreement shall be signed by the President of the Association and by the President of the University and presented to the Board of Trustees for action. Upon the Board's approval of the Agreement, the Chairman of the Board of Trustees shall sign the document. The Agreement shall constitute a legally binding contract between Shawnee State University and Shawnee Education Association.

C. Individual faculty employment contracts shall contain a general acknowledgment of the Agreement.

Section 6. Impasse.

A. If by thirty (30) days prior to the expiration date, agreement cannot be reached on all issues, then either party may call for the services of the Federal Mediation and Conciliation Services (F.M.C.S.) If one party requests the services of F.M.C.S., the other shall join in the request. Mediation shall continue until the expiration date of the Agreement unless both parties mutually agree to a specific extension date.

B. The parties agree that this impasse procedure supersedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code, but it does not waive the Association's rights under Section 4117.14 (D 2) of the Ohio Revised Code.