

**ARTICLE 38
DURATION**

A. DURATION

The terms and conditions of this agreement shall remain in full force and effect commencing May 27, 2011, and shall terminate at 11:59 p.m. on June 30, 2013 unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement during this term.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. The Association shall no later than February 15, 2013, serve upon the Office of Labor Relations of the University written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's written initial proposals regarding a successor Agreement.
2. The University shall, no later than March 1, 2013, following receipt of the Association's timely notice of its intent to negotiate a successor Agreement including the Association's initial proposals, present its written initial proposals regarding a successor Agreement to the Association.
3. Negotiations shall commence on or about fifteen calendar days following the University's submission of its initial proposals, unless the parties agree otherwise in writing prior to the effective dates specified above.

C. Timely notice of intent to negotiate, as provided in §B above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.

D. Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.

E. During the period of negotiations on Articles properly designated for amendments the terms and conditions of the agreement shall remain in full force and effect.

F. In the event that neither CNA nor the University accomplishes timely notice of intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect.

G. In the event that the University elects to meet and confer with the Association on any specific subsection of Article 15, as provided therein, the parties will comply with HEERA-mandated impasse procedures, including state-mandated mediation, fact-finding, unilateral implementation and the right to strike.