

Article 8
DURATION OF AGREEMENT

A. The terms and conditions of this Agreement shall be in full force effective one minute past midnight on February 12, 2009 (Successor Agreement) and October 10, 2011 (Re-Opener Agreement), and terminating at 11:59 p.m. on January 31, 2013, unless the University and AFSCME mutually agree in writing to extend any or all of the terms and conditions of this Agreement.

B. LIMITED NEGOTIATIONS

If a law is enacted that affects the terms and conditions found in the contract, the University may choose to open the article(s) affected by the new law.

C. CONDITIONAL RE-OPENER NEGOTIATIONS

The parties will engage in re-opener bargaining if the circumstances outlined in Article 4a – *University Health and Welfare Benefits* and Article 4b – *University Retirement and Savings Plans are satisfied*. AFSCME shall, no later than thirty (30) calendar days of learning of the circumstances triggering the conditional re-opener above, serve upon the Office of the President Senior Director Employee Relations written notice of its intent to negotiate the triggered section of the Agreement.

1. Timely notice as indicated above shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the relevant sections of Articles 4a and 4b. Such negotiations shall commence no later than 30 days following AFSCME's notice of its intent to negotiate the triggered section(s) of the Agreement, unless the matter has been subsumed under successor negotiations.
2. Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.
3. In the event an agreement on re-opened articles is not achieved or appropriately merged with successor negotiations, the parties will conform with HEERA mandated impasse procedures, including state mandated mediation, factfinding, unilateral implementation of a contract, and the right to strike.

D. FULL CONTRACT NEGOTIATIONS

1. In 2013, all terms and conditions of employment covered by this Agreement will be subject to meeting and conferring, in accordance with the provisions below.
2. The requirements for the University and/or AFSCME to collectively bargain the Agreement are as follows:
 - a. AFSCME shall, no later than September 1, 2012 serve upon the Office of the President Senior Director Employee Relations its written notice of its intent to negotiate the Agreement, in accordance with Section A, above. Included in such notice shall be AFSCME's written contract language proposals for the articles subject to negotiation.
 - b. The University shall, not later than October 1, 2012 serve upon the Director, AFSCME Higher Education Division (Local 3299), notice of its intent to negotiate the Agreement, in accordance with Section A, above. Included in such notice shall be the University's written contract language proposals for the articles subject to negotiation.
 - c. Timely notice as indicated above shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.

Such negotiations shall commence on or about October 15, 2012 unless otherwise mutually agreed to by the parties.

- E.** Neither party shall have an obligation or requirement to negotiate on any provision of any Article not timely designated.
- F.** During the period of negotiations on Articles properly designated for amendment the terms and conditions of the Agreement, including those Articles already designated for amendment, shall remain in full force and effect. In the event that neither party gives timely notice as set forth in this article, this Agreement shall remain in effect on a year-to-year basis. In the event that the Agreement continues in this manner and either party wishes to bargain, the parties shall provide notice, including written proposals, no later than September 1st and October 1st of the applicable year.