

## **ARTICLE 38 DURATION**

### **A. DURATION**

The terms and conditions of this agreement shall remain in full force and effect commencing March 23, 2008 and shall terminate at 11:59 p.m. on September 30, 2010 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. REOPENER NEGOTIATIONS**

1. The University and the Association have the right to reopen the Agreement in 2008 and 2009, for the purpose of negotiating Article 40 Wages and Article 15, Benefits.
  - a. Each party shall have the ability to open one additional article.
  - b. In the event UCLA modifies its Reassignment Opportunity Program during the life of this agreement, CNA shall have the opportunity to reopen Article 23, §E.2.d.2) and §E.2.e.4), in addition to the one reopener referenced in B.1.a., above
2. The requirements for the University and/or CNA to reopen the agreement are as follows:
  - a. The Association shall, no later than July 1, serve upon the Office of Labor Relations of the University written notice of its intent to negotiate wages and/or Benefits. Included in such notice shall be the Association's written initial proposals.
  - b. The University shall, no later than July 15, serve upon CNA its notice of intent to bargain, including the University's written proposals.
  - c. Negotiations shall commence no later than August 1.
3. If Reopener negotiations do not conclude by September 15, the parties agree that either party may declare impasse without opposition by the other party.
  - a. Notification to PERB shall occur on the same day as the impasse declaration and the party not declaring impasse shall not oppose the declaration. The notice will also include an agreement that the parties have agreed upon the name of the Mediator and the Factfinder, subject to the requirements of HEERA.
  - b. The mediation and factfinding shall occur as soon as practicable following PERB's certification of the matter to impasse. The goal of the parties shall be that the process be completed – including the issuance of the Factfinder's report - by no later than September 30.
  - c. The parties shall abide by all provisions of HEERA pertaining to the post-factfinding process.
  - d. If after the parties' good faith consideration of the factfinding panel's report, they are unable to use it as a basis for a settlement, the parties agree that the provisions of Article 35, No Strikes are suspended, subject to the requirements of HEERA.

### **C. NEGOTIATION OF A SUCCESSOR AGREEMENT**

1. The Association shall no later than May 15, 2010, 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 June 1, 2010 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.

- D.** Timely notice of intent to negotiate, as provided in §B. and C., above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.
- 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 amendments the terms and conditions of the agreement shall remain in full force and effect.
- G.** 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.