

**ARTICLE 8**  
**DURATION OF AGREEMENT**

**A.** The terms and conditions of this Agreement shall be in full force effective at one minute past midnight on November 13, 2008 and terminating at 11:59 p.m. on September 30, 2012, unless the University and AFSCME mutually agree in writing to extend any or all of the terms and conditions of this Agreement.

**B. CONDITIONAL RE-OPENER NEGOTIATIONS**

1. The parties will engage in re-opener bargaining if the circumstances outlined in Article 4a – University Health and Welfare Benefits and/or Article 4b – University Retirement and Savings Plans are satisfied. Obligations to meet and confer shall be made in accordance with the following:

a. AFSCME shall, no later than thirty (30) calendar days of learning of the circumstances triggering the conditional re-openers above, serve upon the Office of the President Senior Director of Employee Relations written notice of its intent to negotiate those triggered sections of the Agreement.

b. The University shall, no later than fifteen (15) calendar days of receiving AFSCME's intent to re-open the triggered sections of the above identified articles, serve upon the Executive Director, AFSCME Higher Education Division (Local 3299), notice of its intent to negotiate relevant provisions of Article 42 – Wages in addition to the triggered sections of Articles 4a and/or 4b.

In the event that the relevant provisions of Article 42 - Wages are reopened, only the nearest calendar across the board wage increase would be subject to negotiation. For example, if AFCSME gave notice of intent to negotiate on December 1, 2010, then the University would only reopen the wage article for the across the board increase in January 1, 2011.

c. In the event an agreement on re-opened articles is not achieved, the parties will conform with HEERA mandated impasse procedures, including state mandated mediation, factfinding, unilateral implementation of a contract, and the right to strike.

**C. FULL CONTRACT NEGOTIATIONS**

1. In 2012 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 May 1, 2012 serve upon the Office of the President Senior Director of 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, no later than June 1, 2012 serve upon the Executive 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 June 15, 2012 unless otherwise mutually agreed to by the parties.
- 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 amendment the terms and conditions of the Agreement, including those Articles already designated for amendment, shall remain in full force and effect.
- F.** 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 May 1<sup>st</sup> and June 1<sup>st</sup> of the applicable year.