

Article 8
DURATION OF AGREEMENT

A. The terms and conditions of this Agreement shall be in full force effective one minute past midnight on _____, 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

a. 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.

b. Fiscal Year 2011 - 2012

If the University does not receive the amounts listed for compensation in Article 41 – Wages, §B.4.a. in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before October 1, 2011 as provided for in Article 41 – Wages, §B.4.a. Wages shall be subject to reopener bargaining. AFSCME shall serve written notice of its intent to reopen Article 41, §B.4.a.d no later than November 1, 2011.

c. Fiscal Year 2012 - 2013

If the University does not receive the amounts listed for compensation in Article 41 – Wages, §B.5.a. in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before October 1, 2012 as provided for in Article 41 – Wages, §B.5.a.d Wages shall be subject to reopener bargaining. AFSCME shall serve written notice of its intent to reopen Article 41, §B.5.a.d no later than November 1, 2012.

d. In the event an agreement in any of the above two potential re-openers 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. Conditional Re-Opener Negotiations

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

1. 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.

2. The University shall, no later than fifteen (15) calendar days of learning of receiving AFSCME's intent to re-open the triggered section of the above identified article, serve upon the Executive Director, AFSCME Higher Education Division (Local 3299), notice of its intent to negotiate relevant provisions of Article 41 – Wages in addition to the triggered section of Article 4a.

3. In the event that the relevant provisions of Article 41 – Wages are reopened, the following across the board wage increase would be subject to negotiation. For example, if AFSCME 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 October.

4. 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.

D. Potential Combination of Limited and Conditional Re-openers

In the event there are limited wage reopener negotiations triggered by Section B above in combination with triggers from Article 4a - Health and Welfare Benefits in any of the following Fiscal Years 2010-11, 2011-12 and/or 2012-13 then the parties agree to combine the re-openers.

E. 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.

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

G. 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.

1. 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.