

## **ARTICLE 6 DURATION**

### **A. DURATION**

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on December 13, 2011 (the day after UC received CUE Teamsters' written notice of ratification), and shall terminate at 11:59 p.m. on November 30, 2016, unless the University and CUE Teamsters mutually agree in writing to extend any or all terms and conditions of this Agreement.

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

The requirements for the University and/or CUE Teamsters to engage in successor negotiations are as follows:

1. The Union shall, no later than July 1, 2016, serve upon the Office of the President – Director of Labor Relations, written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Union's written initial proposals for a successor Agreement.
2. The University shall, no later than July 15, 2016, following receipt of CUE Teamster's timely notice of its intent to negotiate a successor Agreement including the CUE Teamster's initial written proposals, present to the Union the University's written initial proposals regarding a successor Agreement.
3. Face-to-face negotiations shall commence no later than August 15, 2016, following compliance with HEERA-mandated sunshine requirements, unless the parties agree to a later date in writing.

### **C. GENERAL PROVISIONS**

1. Timely notice of intent to negotiate, as provided in Section B., above, shall impose the duty to engage in face-to-face meeting and conferring for the purposes of negotiating amendments to the Articles so specified.
2. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely designated.
3. In the event that neither party gives timely notices as set forth in this section, this Agreement shall remain in effect on a year-to-year basis. In the event that the Memorandum of Understanding continues in this manner and either party wishes to bargain, the parties shall provide notice, including written proposals, no later than July 1<sup>st</sup> and July 15<sup>th</sup> of the applicable year, and following all requirements of Sections B and C, above.

#### **D. VOLUNTARY LIMITED-SUBJECT NEGOTIATIONS**

In the event the University elects to meet and confer with CUE Teamsters on any specific subsection of this Agreement, the parties will comply with HEERA-mandated sunshine provisions, and HEERA-mandated negotiation procedures. In the event the parties are not able to reach agreement, they shall comply with HEERA-mandated impasse procedures, including state-mandated mediation, fact-finding, unilateral implementation, and the right to strike within 30 days following public issuance of the Fact-Finder's report.