

## **ARTICLE 38 DURATION**

### **A. DURATION**

The terms and conditions of this agreement shall remain in full force and effect commencing, November 26, 2013 and shall terminate at 11:59 p.m. on July 31, 2017 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. NEGOTIATION OF A SUCCESSOR AGREEMENT**

1. The Association shall no later than March 15, 2017 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 April 1, 2017, 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.

**C.** Timely notice of intent to negotiate, as provided in §B above, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.

**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 amendments the terms and conditions of the agreement shall remain in full force and effect.

**F.** 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.