ARTICLE 40
DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on February 29, 2016 and shall terminate at 11:59 p.m. on January 31, 2020.

B. CONDITIONAL REOPENER NEGOTIATIONS

The parties will engage in re-opener bargaining if the circumstances outlined in Article 11 — Benefits, Section A. 2.b. or Article 21 — Salary, Section.A.7 are satisfied. Obligations to meet and confer shall be made in accordance with the following:

1. The UC-AFT shall, no later than thirty (30) calendar days of receiving written notice of the circumstances triggering the conditional re-openers above, serve upon the Office of the President, Director of Labor Relations, written notice of its intent to negotiate those triggered sections of the Agreement.

2. Upon receipt of the UC-AFT's written notice of intent to negotiate those identified triggered sections of the Agreement, the parties shall meet within thirty (30) days of the notice to negotiate.

3. In the event an agreement on the subject reopener(s), if any, 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. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. No later than February 1, 2019, the University and the Union shall meet for one day, or as mutually agreed, to discuss each Article of the contract and present issues of interest for successor bargaining. During this meeting, the parties shall alternate being the first party to present its issues of interest on each article.

2. Each party shall provide the other with written notice of its selected article(s) and a list of bargaining team members by no later than April 1,

2019. Included in such notice shall be each party's written objectives regarding those terms and conditions of employment subject to negotiations.

3. By April 15, 2019 the parties shall set a mutually agreeable start date for the negotiations.

D. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from February 1st to January 31st.

In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than January 1 of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in C., above.