

## ARTICLE XXI - DURATION AND EXTENT

### A. Duration

This Agreement shall be in full force and effect from and after July 1, 2017; provided, however, that nothing herein contained shall be deemed to impose on the Board of Higher Education any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, §7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Board of Higher Education pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the University; provided further that nothing herein contained shall be deemed to impose on the Board of Higher Education or on any University any obligation to expend any moneys (except as is provided in Section D of this Article XXI) pursuant to Article XIII or otherwise until the requirements of the foregoing proviso shall have been fulfilled; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated, and the Board of Higher Education shall have moneys allocable to the discharge of any obligation herein contained, and any such moneys shall, at the sole discretion of the Board of Higher Education, have been so allocated, such obligation shall be discharged in such measure as such moneys so allocated permit.

If, in respect of this Agreement,

1. the Governor shall have failed to recommend that the General Court appropriate all the moneys requested by the Board of Higher Education to fund the incremental cost items of this Agreement, all as is provided in General Laws Chapter 150E, §7, as amended; or
2. the Governor shall have otherwise failed to approve such request of the Board of Higher Education in accordance with the provision of any other law; or
3. the General Court shall have failed, on or before December 31, 2018, to appropriate the moneys so recommended and so requested, whether pursuant to the provisions of the said Section 7 or otherwise; or
4. the moneys so requested or approved and so appropriated shall not have been allocated to the appropriate accounts of each University by April 1, 2019,

the Association shall have the right, upon thirty (30) days' written notice to the Board of Higher Education, to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws Chapter 150E; provided, however, that whenever such notice shall have been duly given, the cost items contained in this Agreement for which an appropriation has been requested, shall be null and void and shall be of no force and effect from and after the date on which such notice shall have effect.

This Agreement shall expire at midnight on June 30, 2020. Either party may at any time give notice to the other requiring commencement of negotiations for a successor agreement. Negotiations for a successor agreement shall commence no later than March January-31, Year of Expiration2020.

If an agreement shall not have been reached by June 30, 2020, this Agreement shall continue in full force and effect until the fifth (5th) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Association shall be given to the President of the Association. Notice to the Board of Higher Education shall be given to the Chair of the Council of Presidents.