

DURATION, MODIFICATIONS, SUCCESSOR AGREEMENT, AND SUCCESSORSHIP

[NFA 2nd draft proposed 19 May 2017; 3rd draft with Section 4 changes submitted 31 January 2020]

Section 1. Duration

This Agreement becomes effective upon ratification by both parties, and shall remain in effect for three years.

Section 2. Modifications

This Agreement may be reopened for modifications by the mutual agreement of NFA-CSN and CSN Administration.

Section 3. Negotiation of a Successor Agreement

Negotiation of a Successor Agreement to this Agreement shall commence promptly upon receipt by one party of the other party's written notice of desire to begin negotiation.

In the event that this Agreement expires before a Successor Agreement is ratified, this Agreement shall continue in effect until a Successor Agreement is ratified.

Section 4. Outsourcing ~~or Reorganization~~ by the Employer

In the event that CSN, or any part, is ~~reorganized, outsourced, or merged into or with any other unit or system of public higher education~~ during the life of this Agreement, this bargaining unit shall be advised regarding those impacted on the outsourcing and provide input on how to minimize the impact on bargaining unit members. has the right to negotiate over the impact and implementation of changes in working conditions that arise during the remaining contract period.

~~CSN/NSHE agrees to meet and to negotiate with NFA regarding the impacts and effects of its decision to sell, lease, transfer, assign or merge any of its functions.~~

~~If CSN or NSHE sells, leases, transfers or assigns any of its functions, CSN/NSHE shall inform the purchaser, lessee or successor of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional on the successor assuming all the conditions and obligations of this Agreement, including but not limited to the retention of all employees. Any sale, lease, transfer or assignment shall include a provision requiring the successor to be bound by all the provisions of this Agreement until its next expiration date, at which time the successor organization will recognize and negotiate with NFA and no other employee organization.~~

~~shall remain distinct and this Agreement in full force. The successor organization will recognize and negotiate with NFA and no other employee organization.~~