

ARTICLE 47 DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:01 a.m. on March 30, 2007 and shall terminate at 12:00 a.m. on June 30, 2011 unless the University and UPTE mutually and in writing agree to extend any or all of the terms and conditions of this agreement.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. UPTE shall, no later than January 31, 2011, serve upon the UCOP Human Resources & Benefits-- Labor Relations, written notice of its intent to negotiate a successor Agreement. Included in such notice shall be UPTE's written initial proposals regarding a successor agreement.
2. The University shall, no later than February 28, 2011, and following receipt of UPTE's timely notice of its intent to negotiate a successor Agreement, present its written initial proposals regarding a successor Agreement to UPTE. Negotiations shall commence on or about March 15, 2011 unless otherwise mutually agreed to by the parties.
3. In the event that neither party gives timely notice as set forth in this article, 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 written proposals for a successor Agreement no later than January 31st of the applicable year.

C. AGREEMENT RE-OPENER

The University and/or UPTE shall have the right to reopen the Agreement in 2009 for purposes of negotiating proposed amendments to the provisions of Article 5: Compensation, Section D - Years 4 & 5 – July 1, 2009 & 2010 Step Compensation, Article 40: University Health and Welfare Benefits and/or Article 41: University Retirement and Savings Plans.

The re-opener shall be conducted in accordance with the provisions set forth below:

1. UPTE shall, no later than March 2, 2009, serve upon the University, in writing, notice of its intent to reopen this Agreement. Included in such notice shall be the designation and identification by heading of the article(s) which UPTE intends to amend.
2. The University shall, no later than April 2, 2009, serve upon UPTE-CWA Local 9119 in writing notice of its intent to reopen the Agreement. Included in such notice shall be the designation and identification by heading of the article(s) which the University intends to amend.

3. Timely notice as indicated in Section C.1. and 2. above given by either or both parties to this Agreement shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) so specified. Such negotiations shall commence no later than May 1, 2009, unless otherwise mutually agreed to by the parties.
4. Neither party shall have any obligation or requirement to negotiate on any provision of any article not timely designated.
5. During the period of negotiations on Article(s) properly designated for amendments, the terms and conditions of the Agreement shall remain in full force and effect. The parties understand that upon the conclusion of the HEERA required meet and confer process and impasse procedures for the 2009 reopener, the University may impose its changes and the contractual prohibition against strikes and concerted activities provided for in the No Strikes article shall be waived.
6. In the event neither the University nor UPTE accomplish timely notice of the intent to reopen, the terms and conditions of the Agreement shall remain in full force and effect and there shall be no obligation to bargain on subjects not timely reopened.