

Article 32
DURATION

- A.** The terms and conditions of this Agreement shall remain in full force and effect commencing on May 16, 2000 and shall terminate at 11:59 P.M. on June 30, 2008, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.
- B.** Neither party shall have the right or obligation to reopen any Article of the MOU for the duration of the MOU except as follows:
1. The University shall have the right to reopen the MOU for the sole purpose of negotiating range adjustments, if any, in accordance with this Agreement in FY 07-08 if the University receives less than 4% for a general salary increases in the final University budget.
 2. If the University opts to exercise such right, the University shall provide written notice of its intent to reopen no later than fourteen calendar days following finalization of the State budget. Negotiations shall commence within fourteen calendar days of the University's notice to FUPOA.
 3. If the University receives from the State salary funds in addition to those that are specified in the Compact for FY 07- 08 and the University allocates more than 1% in additional funds for general salary increases for FY 07-08, the Wages Article shall reopen for purposes of meeting and conferring over salary increases in FY 07 – 08.
 4. During any period of negotiations on Wages and the UCRP Contributions the remainder of the MOU shall remain in full force and effect.
- C.** Successor Negotiations
1. In order to facilitate the negotiations of a successor to the MOU ("Successor Agreement"), the Association shall no later than April 1, 2008 serve upon the University of California Office of the President, Office of Human Resources and Benefits, Director of Labor Relations, 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 15, 2008 and following receipt of the Association's timely notice of its intent to negotiate a successor Agreement, present its written initial proposals regarding a Successor Agreement to the Association. Negotiations shall commence on or about May 15, 2008, unless otherwise mutually agreed to by the parties.