

**ARTICLE 9
DURATION OF AGREEMENT**

- A.** The terms and conditions of this Agreement shall remain in full force and effect commencing on December 22, 2005, and shall terminate at 11:59 p.m. on June 30, 2008, unless the University and UPTE agree to extend any or all of the terms and conditions.
- B.** If the funding is not allocated to the University as a general salary adjustment of 3.0% for 2006-07 and 4.0% for 2007-08, respectively, pursuant to the State Budget Act as finally adopted; and/or if the University does not increase the individual rates on or before October 1, 2006 and October 1, 2007, respectively, Article 6 – Compensation, Sections C and/or D shall be subject to reopener bargaining. UPTE shall serve written notice of its intent to reopen Article 6 – Compensation, Sections C and D no later than November 1, 2006 and/or November 1, 2007, respectively, whichever is applicable.
- C.** In order to facilitate the negotiations of a successor to this Agreement or this Agreement as amended, UPTE shall present its written proposals for a successor Agreement to the University no later than January 1, 2008. The University shall, no later than February 1, 2008, serve upon the President - UPTE-CWA its written proposals for a successor Agreement. Negotiations shall commence on or about March 1, 2008, unless otherwise mutually agreed to by the parties.
- D.** Unless mutually agreed otherwise, up to nine (9) UPTE representatives (no more than one from each campus) shall receive five (5) days of paid release time in order to provide the University with a comprehensive set of initial proposals for the beginning of bargaining. UPTE shall notify the University two (2) weeks prior to the dates requested for meetings pursuant to this Section and shall designate the UPTE representatives for purposes of this Section.
- E.** Except for Compensation, if either party fails to submit an article in its comprehensive set of successor proposals in the agreed upon form by the prescribed dates, that party will be deemed to propose current contract language for such article. With respect to Article 6, Compensation, if UPTE fails to present its compensation proposal as part of its comprehensive set of successor proposals by January 1, 2008, UPTE will be deemed to have waived its right to meet and confer over the Compensation Article for the 2008-09 fiscal year.