

TA - 3/9/08 at 3:24 AM
Deanra Dudley (UC)
Mike Roth UC-AFT
M.S.M.

**ARTICLE 30
DURATION OF AGREEMENT**

- A. Unless modified pursuant to Paragraph C of this article, the terms and conditions of this Agreement shall remain in full force and effect until ~~March 31, 2008~~ 11:59 p.m. on September 30, 2011.
- B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.
- C. ~~Proposals for a written successor Agreement shall be exchanged by the parties no later than November 1, 2007.~~

D. CONDITIONAL SALARY RE-OPENER BARGAINING 2009-2010 AND 2010-2011

~~In Fiscal Year 2006-07, if the University does not receive the full funding as specified in the Compact with the Governor for Fiscal Year 2006-07 and the University does not provide a general range adjustment of at least 2% on October 1, 2006, the UC-AFT shall have the right to re-open the Salary Article.~~

1. The parties agree to engage in reopener bargaining for Article 12 Salary for the 2009-2010 and 2010-2011. Bargaining will commence one month after the state budget is final in the respective year.
2. No later than one month after the state budget is final, the UC-AFT and University shall exchange written contract language proposals and shall agree upon a start date for negotiations.

~~In Fiscal Year 2007-08, if the University does not receive the full funding as specified in the Compact with the Governor for Fiscal Year 2007-08 and the University does not provide a general range adjustment of at least 3% on October 1, 2007, the UC-AFT shall have the right to re-open the Salary Article.~~

~~The UC-AFT shall serve written notice of its intent to re-open Article 12 Salary no later than November 1st of either 2006 or 2007.~~

~~Re-opener bargaining shall begin no later than January 15 of either 2007 or 2008.~~

C. DEFERRED SUCCESSOR BARGAINING FOR MOU DATED JANUARY 12, 2006

One month after final adoption of the State budget for 2008, the parties shall resume successor bargaining over the following articles: Professional Activities and Development (Article 3), Salary (Article 12), and Fee Waiver (Article 14). The parties shall resume successor bargaining over Section D and F of the UC-AFT Proposal for University Benefits (Article 13) dated March 6, 2008.

The language of Articles 3, 12, 13, and 14 contained in the MOU dated January 12, 2006 shall remain in full force and effect until final settlement in the course of the resumption of successor bargaining, exhaustion of impasse procedures, or expiration of the final agreement. The University will lift the contractual prohibition against strikes and concerted activities provided for in the Concerted Activities Article following the conclusion of the impasse fact finding process.

D. REOPENER BARGAINING

1. Reopener bargaining shall commence one year after the conclusion of the deferred successor bargaining detailed in Section C. above. Each side shall have the right to reopen Salary plus one article. The parties shall give notice of the article to be reopened no later than one month before the commencement of reopener bargaining pursuant to this section.
2. Reopener bargaining two years after the conclusion of the deferred successor bargaining detailed in Section C above. Each side shall have the right to reopen Salary.
3. During the period of reopener negotiations, reopened articles in full force and effect until either final settlement, exhaustion of impasse procedures, or expiration of the final agreement.
4. The University will lift the contractual prohibition against strikes and concerted activities in the Concerted Activities Article following conclusion of the impasse fact finding process.

E. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

On October 1, 2011 the entire contract may be open for the purpose of negotiating amendments to any Article. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. Each party must provide the other with written notice of its selected article(s) and the list of bargaining team members no later than March 1, 2011. ~~Included in such notice shall be e~~Each party's written contract language proposals for the articles subject to negotiations must be submitted to the other party by April 1, 2011.
2. By April 15, 2011, the parties shall set a mutually agreeable start date for negotiations

- F. In the event that neither party gives timely notice as set forth in Section D of this article, this Memorandum of Understanding 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 and a list of bargaining team members for a successor Memorandum of Understanding no later than December 1 of the applicable year.