

**ARTICLE 40
DURATION**

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on October 17, 2011 and shall terminate at 11:59 p.m. on September 30, 2014.

B. REOPENER NEGOTIATIONS

Reopener Bargaining

2012-13

1. The contract shall reopen for the purposes of negotiating over changes to the Salary Article in 2012-13 plus two other articles to be selected by each party other than Article 11 Benefits unless the University seeks to implement a lesser University contribution to health and welfare for benefits-eligible part-time employees subject to the contingent reopener language below.
2. Each party shall identify the articles subject to the reopener negotiations no later than March 1, 2012. Negotiations shall begin no later than March 21, 2012.
3. The parties shall exchange proposals, if any, pertaining to Article 42, On-line Instruction no later than January 10, 2013.

2013-14

1. The contract shall reopen for the purposes of negotiating over changes to the Salary Article in 2013-14 plus two other articles to be selected by each party other than Article 11 Benefits unless the University seeks to implement a lesser University contribution to benefits-eligible part-time employees subject to the contingent reopener health and welfare language below.
2. Each party shall identify the articles subject to the reopener negotiations no later than February 1, 2013. Negotiations shall begin no later than February 20, 2013.
3. In addition, Article 11 (Benefits) shall reopen for the limited purpose of negotiating structural changes sought by the University to the UCRP. Examples of such structural changes include but are not limited to

***DRAFT COPY OF SUCCESSOR NEGOTIATIONS – Subject to Edits-Pending Final Review
by UC and the UC-AFT***

increasing the minimum retirement age for UCRP members from 50 to 55 years of age, and the creation of a second tier pension program. The reopener on this aspect of retirement benefits shall not count against either party's ability to elect two articles other Salary for reopener negotiations.

Contingent Reopener Regarding Health Benefit for Part-Time Employees

1. If in any calendar year 2012, 2013 or 2014, the University determines that it wishes to implement a reduction in the University contribution to the gross health premium for benefits-eligible part-time employees (premium change) it shall notify the Union of its intention to meet and confer over this issue in accordance with the process for reopener negotiations set forth above. The University's election to reopen Article 11 on this specific issue shall not count against its ability to select two other articles in addition to Salary for reopener bargaining.

C. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

On October 1, 2014, the entire contract may be opened 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. No later than January 15, 2014, the University and the Union shall meet for one day, or as mutually agreed, to discuss each Article of the contract and present issues of interest for the successor bargaining. During this meeting, the parties shall alternate being the first party to present its issues of interest on each article.
2. Each party must provide the other with written notice of its selected article(s) and a list of bargaining team members by no later than February 10, 2014. Included in such notice shall be each party's written objectives regarding those terms and conditions of employment subject to negotiations.
3. By February 28, 2014 the parties shall set a mutually agreeable start date for the negotiations.

- D. In the event that neither party gives timely notice as set forth in this section, this MOU shall remain in effect on a year-to-year basis, from October to September.

***DRAFT COPY OF SUCCESSOR NEGOTIATIONS – Subject to Edits-Pending Final Review
by UC and the UC-AFT***

In the event that the MOU continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor MOU no later than January 1 of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in C., above.