

**ARTICLE 9
DURATION OF AGREEMENT**

A. **The terms and conditions of this Agreement shall remain in full force and effect commencing on December 20, 2013, and shall terminate at 11:59 p.m. on September 30, 2017, unless the University and UPTE agree to extend any or all of the terms and conditions.**

B. **CONDITIONAL RE-OPENER NEGOTIATIONS**

The parties will engage in re-opener bargaining if the circumstances outlined in Article 4 – University Benefits, Section A.1.b. and/or F.2. are satisfied. Obligations to meet and confer shall be made in accordance with the following:

- 1. UPTE shall, no later than thirty (30) calendar days from receiving written notice of the circumstances triggering the conditional re-openers above, serve upon the Office of the President, Director of Labor Relations written notice of its intent to negotiate those triggered sections of the Agreement.**
- 2. The University shall, no later than thirty (30) calendar days of receiving UPTE's intent to re-open the triggered sections of the article identified above, serve upon the President of UPTE-CWA Local 9119, notice of its intent to re-negotiate the nearest and upcoming across the board wage increase, if any, set forth in Article 6 – Compensation.**

C. **FULL CONTRACT NEGOTIATIONS**

In order to facilitate the negotiations of a successor to this Agreement or this Agreement as amended, UPTE and the University shall each present its written proposals for a successor Agreement to each other no later than April 1, 2017. Negotiations shall commence on or about April 1, 2017, unless otherwise mutually agreed to by the parties.

D. **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 April 1, 2017, UPTE will be deemed to have waived its right to meet and confer over the Compensation Article for the 2017-18 fiscal year.**