

ARTICLE 42 -SCOPE AND INTERPRETATION

42.1. AUTHORITY OF THE AGREEMENT

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement.

~~This Agreement constitutes the entire agreement between the University and the Union and, except where removed by law, provides for the sole and exclusive wages, hours and working conditions for employees covered under this Agreement.~~

42.2. UNIVERSITY POLICY AND REGULATION

This Agreement supersedes specific provisions of University policies with which it conflicts. Unless superseded by a specific provision of this Agreement the University's policies, rules, regulations and procedures, as currently written or amended will apply to all employees. The University will notify the Union of any newly created or revised policies, ~~not announced on the University's Office of Policies, Records, and Forms Manual Revisions website.~~ The Union is responsible to review for identifiable impacts related to mandatory subjects of bargaining not covered by the Agreement. The Union may request changes be discussed at Union Management meetings and the Union may request negotiations if the policy change results in a change to a mandatory subject, or impacts are identified.

42.3 TRANSITIONED MAINTENANCE OF BENEFITS

42.3.1. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

- a. a consistent and ascertainable course of conduct;
- b. engaged in for some reasonable length of time;
- c. of which both parties (the University and the Union) are aware;
- d. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;
- e. which is in respect to a given set of specific circumstances and conditions; and
- f. involves a group of employees in a department or hiring unit.

42.3.2. The burden is on the Union to establish a maintained benefit as described above.

~~42.3.~~ 42.4 SEVERABILITY/SAVINGS CLAUSE

~~*Insert TA*~~

This Agreement is subject to the law as it currently exists or is hereafter amended. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision will become invalid and unenforceable, but all of the remaining provisions of the Agreement that are not rendered meaningless, inoperable or ambiguous as a consequence of the court's or administrative

body's ruling shall remain in full force and effect. The parties shall meet as soon as practicable to negotiate in good faith with respect to the effects any term or provision of this Agreement found to be in contravention of the law.

42.45 COLLECTIVE BARGAINING – MANDATORY SUBJECTS

42.5.1. The Employer shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union in writing of these changes. The Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The Union will notify Labor Relations in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

42.5.2. Prior to making any change in written agency policy that is mandatory subject of bargaining, the Employer shall notify the Union and satisfy its collective bargaining obligations per section 42.5.1.

42.5.3. Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. Information requests made after the request to bargain will not delay the scheduling of discussion and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.

~~Where required by law, and where there has been no waiver of a bargaining requirement, the University will satisfy its collective bargaining obligation before making a change to a mandatory subject. The University will notify the Union of any proposed change, and the Union may request discussions and/or negotiations regarding the proposed changes. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. If the Union submits a timely demand to bargain, the parties will promptly engage in good faith bargaining over the University's proposal. In the event the parties have failed to reach agreement within sixty (60) days from the date of the Union's demand, the University may implement its most recent proposal. The timeline may be extended by mutual agreement of the parties. Demands to bargain will be submitted to the University's Labor Relations Officer. There may be emergency or mandated conditions outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible, and may implement if needed prior to the completion of negotiations. If the Union does not withdraw the demand to bargain, the parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.~~