

ARTICLE 43 - WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. The University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement except for any new University policies or procedures created during the term of this Agreement that pertain to the terms and conditions of employment for bargaining unit employees. Notices of proposed changes in University policies and/or procedures shall be directed to Linda Chang, SETC Chief Financial Officer, unless otherwise notified by SETC and, upon written request, the University will meet and confer with the SETC Consultant regarding proposed changes to University policies and procedures affecting bargaining unit employees' terms and conditions of employment. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, Understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit, with the exception of those University policies that are specifically referenced in Appendix J hereto.