

ARTICLE 33 WAIVER

A. GENERAL CONDITIONS

1. The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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 by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. The University and the Union acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein.
3. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters. Except as provided in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union agree and understand, for the life of this Agreement, that each voluntarily and unqualifiedly waives its right and/or obligation to negotiate during the life of the Agreement, except as follows in A. 4 below.
4. Notwithstanding Section A. 1., above, in the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant and consequential impact on the terms and conditions of employment for a substantial number of Academic Researchers in the unit the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.

B. MEET AND CONFER

1. The parties shall undertake negotiations regarding the impact of such changes on Academic Researchers when all three of the following exist:
 - a. The changes proposed by the University would have a significant and consequential impact on the terms and conditions of employment of a substantial number of Academic Researchers in

the bargaining unit;

- b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
 - c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Section A.4.
- 2. The University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
 - 3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.