

**ARTICLE 33  
WAIVER**

- A. 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.
  
- B. Unless mutually agreed to otherwise, 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.
  
- C. With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant and consequential impact on the terms and conditions of employment for ASEs in the unit, the University will meet, upon timely request by the UAW, over the impact of the decision to the extent required by law.
  
- D. With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this agreement, but only as provided below.
  - a. The parties recognize that during the term of this agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.
  
  - b. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
    - i. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
  
    - ii. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
  
    - iii. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW

of the University's notice as described in Section C.1.

- c. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement.
- d. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- e. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.