

University Second Proposal on Comprehensive and Complete Agreement, 9/19/24

*The substantive terms outlined in the University's second comprehensive contract proposal offered on March 15, 2024 remain on the table as a union contract settlement that the university will sign when and if the Union is interested.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE - tbd COMPREHENSIVE AND COMPLETE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and to negotiate over, any permitted subject of bargaining, and the understandings and agreements reached by the parties exercising that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement or required by law, to bargain collectively with respect to any subject referred to or covered in this Agreement. This Agreement may not be changed, modified or amended, except by an express written agreement signed by authorized agents for both parties.

To the extent one party brings any legal action asserting a failure to bargain over any subject covered by this Agreement, the party bringing such legal action shall be responsible for and shall pay the costs and legal fees borne by the party defending against the failure to bargain claim. The party claiming that costs and legal fees are owed shall have the right to proceed directly to Arbitration within 30 days of raising the claim of owed costs and legal fees with the other party. An Arbitrator hearing such claim is empowered to rule solely on the issue of whether costs and legal fees are owed prior to resolution of any failure to bargain legal action, and prior to the grieving party having incurred the totality of legal costs and fees associated with defending the failure to bargain claim.