

ARTICLE 1
SCOPE AND INTERPRETATION

1.1 AUTHORITY OF THE CONTRACT

- A. 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. All prior understandings, past practices, University work practices and past agreements between the parties prior to July 1, 2009 whether written or oral—are null and void, unless specifically preserved in this Agreement.
- B. This Agreement, by its provisions, preempts all subjects addressed, in whole or in part, in WAC 357.
- C. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's or University's collective bargaining rights with respect to matters that are mandatory subjects not referred to or covered by this Agreement.
- D. Except as provided for herein, and agreements reached in accordance with Article 28, or through negotiations arising from demands to bargain, this Agreement terminates and supersedes all prior understandings, rules, regulations, past practices and University work practices.

1.2 MANAGEMENT RIGHTS

Except as modified by the terms of this Agreement, the University shall retain rights related to management in the direction of its employees, operations, resources, facilities, services and programs. All statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, these rights, in accordance with the University's sole and exclusive judgment and discretion:

- A. the functions and programs of the University;

- B. the use of technology;
- C. the structure of the University's organization;
- D. the University's budget and the size of the University's work force, including determining the financial basis for layoffs;
- E. the right to direct and supervise employees;
- F. the right to schedule and assign work;
- G. the right to assign overtime;
- H. the right to establish work and productivity standards;
- I. the right to take whatever actions are deemed necessary to carry out the mission of the University during emergencies;
- J. employee benefits;
- K. to take actions necessary to maintain the cost effectiveness and efficiency of University operations;
- L. to reprimand, suspend, discharge, or otherwise discipline employees;
- M. to hire employees, determine their qualifications, and assign and direct their work;
- N. to promote, demote, transfer, layoff recall to work, and rehire employees;
- O. to determine the services to be rendered;
- P. to determine the personnel, methods, means, and facilities by which operations are conducted;
- Q. to determine the amount and forms of compensation for employees;
- R. to set the starting and quitting time, and the number of hours and schedules to be worked;
- S. to expand, reduce, alter, organize, reorganize, combine, transfer assign, or cease any job, department, operation, or service;
- T. to enter into agreement(s) with other governmental entities;
- U. to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
- V. to determine the number, location and operation of departments, divisions, and all other units of the University;
- W. to issue, amend, and revise University and departmental policies, rules, regulations,

and practices; and

- X. to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University.

1.3 NO STRIKE OR LOCKOUT

- A. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her assigned duties.
- B. Nothing in this Agreement permits or grants the University the right to lockout employees.

1.4 SAVINGS CLAUSE

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 such invalidity or unenforceability will not impair or affect any other term or provision of this Agreement. The Parties will meet as soon as practicable to negotiate the effects of any term or provision of this Agreement that is adjudged to be in conflict with the law.

1.5 REVENUE/APPROPRIATIONS

Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.6 UNIVERSITY POLICY AND REGULATION

Unless superseded by a specific provision of this Agreement the University's Policies, Rules, Regulations and Procedures, as currently written or as amended, will apply to all employees. The University will notify the Union when a Business Policies and Procedures Manual (BPPM) revision, which identifies newly created and changes to existing Business Policies and Procedures, is posted to the website. The WFSE Representative is responsible to review for identifiable impacts related to mandatory subjects of bargaining not covered by the Contract.

1.7 COLLECTIVE BARGAINING - MANDATORY SUBJECTS

Where required by law, and where there has been no waiver of bargaining requirement, the University will satisfy its collective bargaining obligation before changing a matter not

referred to or covered by this Agreement. The University will notify the Union of these changes, and the Union may request discussions about and/or negotiations on the impact of these changes on Employee's working conditions. 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. Upon completion of good faith discussions about and/or negotiations but no later than forty five (45) calendar days following request to bargain from the Union, the University may implement its proposal. There may be emergency or mandated conditions that are 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.

1.8 CONTRACTING

The University will determine which agency services will be subject to competitive contracting in accordance with RCW 41.06.142, WAC 200-320, and WAC 357-43.

A. Report of New Design Projects - Facilities Services: The University will post the "Report of New Design Projects" for Facilities Services employee viewing and provide a copy to the WFSE's Executive Director. The report will continue to include the following information:

1. Project number
2. Project work name
3. Project manager
4. Funding source
5. Method of construction
6. Estimated construction and estimated total project cost
7. Detailed description of the work, and if to be bid the estimated bid timeframe and general reasons why the University is considering submitting the project to public bid.

The parties agree that posting such notice for the general viewing by WSU employees does not satisfy the notification requirements of RCW 41.06.142 (4)(a) when positions or work customarily and historically performed by classified employees would be displaced by contract.

- B. Management agrees to designate an individual(s) to be available to answer questions related to any such projects and to address any concerns or questions raised by WFSE representatives. The WFSE will designate an individual(s) as primary contact to represent questions or concerns related to projects identified in the “Report of New Design Projects”.
- C. Management will continue to provide the WFSE with notification of “New Design Projects” and, pursuant to Article 1.7, will satisfy its obligation to bargain.
- D. Available project plans and specifications will be made accessible by the aforementioned management designee upon request and with reasonable advance notice by the WFSE representative.