ARTICLE 1
SCOPE AND INTERPRETATION

1.1 Authority of the Agreement

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement.

1.2 University Policy and Regulation

This Agreement supersedes specific provisions of University policies with which it conflicts. Unless superseded by a specific provision of this Agreement the University’s policies, rules, regulations and procedures, as currently written or amended will apply to all employees. The University will notify the Union of any newly created or revised policies.

1.3 Severability/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 all of the remaining provisions of the Agreement that are not rendered meaningless or inoperable as a consequence of the court’s or administrative body’s ruling shall remain in full force and effect. The parties shall meet as soon as practicable to negotiate in good faith with respect to any term or provision of this Agreement found to be in contravention of the law.

1.4 Collective Bargaining – Mandatory Subjects

1.4.1 The University shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union in writing of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employees’ working conditions. The Union will notify the Labor Relations
Officer in writing of any demands to bargain. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer’s control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.

1.4.2 Unless agreed otherwise, the parties agree to begin bargaining within thirty (30) calendar days of receipt of the request to bargain. A valid request to bargain must include at least three (3) available dates and times to meet. Information requests made after the request to bargain will not delay the scheduling of discussions and/or negotiations. The parties shall agree to the location and time for the discussions and/or negotiations.