

## **ARTICLE 3**

### **EFFECT OF AGREEMENT**

- 3.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as a result of meeting and conferring.
- 3.2 This Agreement supersedes all previous agreements, understandings and prior practices related to matters included within this Agreement. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Agreement shall remain at the discretion of the Employer, except that the Employer shall provide notification to the Union prior to the implementation of such systemwide changes affecting the working conditions of employees. Upon written request of UAPD, the CSU shall meet and confer on the demonstrable impact of such changes.
- 3.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided elsewhere in this Agreement, the CSU 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 by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.