

**Article \_ – Totality of the Agreement**

**Section 1.** The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining. The Parties further acknowledge that all of the understandings and agreements are set forth in this Agreement and that it shall constitute the entire agreement between the Parties.

**Deleted:** United Academics and the Administration

**Deleted:** , consistent with previously adopted ground rules,

**Section 2.** This Agreement represents the entire agreement between the University and the Union, and no further decisional bargaining is required during the term of the Agreement over mandatory or permissive subjects or practices not expressly addressed in this Agreement. However, the parties shall bargain over the impact of any decision that affects the wages, hours, and working conditions of faculty at the request of either party. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

**Article \_ – No Strike, No Lockout**

**Section 1.** Neither the Union nor any bargaining unit member will engage in strikes, work stoppage, slowdowns or sympathy strikes during the term of this Agreement. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities by bargaining unit members.

The Union further agrees that it will take reasonable steps to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work; such reasonable means include the Union, through its officials, to disavow in writing any such action or interference and advise in writing that faculty engaged in such activity return to work and immediately cease the violation. Faculty who violate this Article may be subject to disciplinary action under the terms of this Agreement.

**Section 2.** The University agrees not to institute a lockout during the term of this Agreement.

**Section 3.** This Article shall not be construed as requiring the university to stay in continuous operation.

**Article \_ – Personnel Files**

The University will comply with applicable law and University policy regarding bargaining unit personnel records, standards and exemptions. Employees may receive a copy of their personnel file as provided by law within a reasonable time and at no cost to the employee.

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The University will comply with applicable law and University policy regarding bargaining unit personnel files ~~records, standards and exemptions~~. Employees may receive a copy of their personnel file, including discipline, as provided by law within a reasonable time and at no cost to the employee.

Employees may enter into the evaluation file such comments, explanations, or rebuttals as desired.