

ARTICLE 1 – RECOGNITION

- 1.1 Exclusive Representation. The University recognizes the Public School Employees of Washington SEIU 1948 as the exclusive collective bargaining representative for those employees in the bargaining units for whom the Union has been certified as the bargaining representative by the appropriate state agency. A description of the existing bargaining unit is attached as Appendix A to this agreement.
- 1.2 The provisions of this Agreement will apply to classified employees in bargaining units for which the Union has been certified as the exclusive representative during the term of this agreement.
- 1.3 New Job Classifications Represented. Upon request, the University will provide the Union with job descriptions for all classified staff bargaining unit positions covered by this Agreement. The University may charge a reasonable fee for copying any materials beyond the first copy.
- 1.4 Entering the Bargaining Unit. The University will notify the Union of all new employees entering the bargaining unit. The University will inform all employees entering such bargaining unit of the Union's exclusive representation. At the time of hire into a position with the bargaining unit, the University will provide each newly-hired employee with a printed copy of this Agreement and a payroll-deduction form. The University will also inform the employee of his/her obligations under the union security provisions of this agreement.
- 1.5 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 part 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 contained in this Agreement 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.
- 1.6 No Strike or Lockout. Nothing in this Agreement permits or grants any employee the right to strike or refuse to perform his or her assigned duties. Nothing in this Agreement permits or grants the University the right to lockout employees.
- 1.7 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.
- 1.8 University Policy and Regulations. Unless superseded by a specific provision of this Agreement, the University's Polices, Rules, Regulations and Procedures, as currently written or as amended, will apply to all Employees.
- 1.9 Collective Bargaining. Where required by law, and where there has been no waiver of bargaining required, 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 proposed changes, and the Union may request bargaining over changes in employee wages, hours and working conditions as required by law. In the event the Union does not request discussions and/or negotiations within fourteen (14) days of receipt of the notice, the University may implement the changes without further discussions and/or negotiations. 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.