

Article 1 – Purpose and Intent

Section 1. 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, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

Section 2. The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit. The parties recognize the importance of the shared governance practices developed at the University of Washington. The parties do not intend to restrict, limit, or prohibit the exercise of the functions of the faculty councils, and Board of Regents governance; employment and administrative policies; faculty code and governance; Presidential Orders; and student governance and policies of the University of Washington; nor do the parties intend to restrict, limit, or prohibit the exercise of the functions of the Graduate and Professional Student Senate, the Associated Students of the University of Washington, or any other student organization in matters not covered by this Agreement.

Section 3. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union.

Section 4. The University will not enter into any agreement with employees in the unit for the purpose of undermining the Union in its role as the representative of unit employees. No individual or group of individuals acting independently of the authorized representatives of the University or the International Union and its Local Union may alter, amend, or modify any provisions of this Agreement.

Section 5. Transitioned Maintenance of Benefits.

- A. All material benefits to employees attributable to the ASE positions and which are set forth in written University policy existing as of the date of the Agreement shall be continued unless involving a subject covered by the terms of this Agreement.
- B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:
 - 1. a consistent and ascertainable course of conduct;
 - 2. engaged in for some reasonable length of time;
 - 3. of which both parties (the University and the Union) are aware;
 - 4. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;
 - 5. which is in respect to a given set of specific circumstances and conditions;and

6. involves a group of employees in a department or hiring unit.
- C. The burden is on the Union to establish a maintained benefit as described above.