

ARTICLE 31 - WAIVER

(A) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the areas 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. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise established in this Agreement.

(B) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

(C) Notwithstanding the provisions of section A of this article, either party may give written notice of its intent to open any article of this agreement for negotiations. Each party shall be limited to opening three (3) articles per year during calendar years 2006 and 2007 and one (1) article on or after calendar year 2008. No more articles after January 1, 2009 may be opened except by mutual consent. Notice of intent to negotiate may include any subject or matter referred to or covered in this Agreement except for Articles 14, 15, 16, 18, and 19.

Additionally, Section B of this article is hereby suspended for the first two years of this Agreement.

After negotiating an article for five (5) sessions without reaching resolution, either party can declare an impasse and may give written notice of intent to proceed to binding arbitration.