

ARTICLE 31**TOTALITY OF AGREEMENT**

31.1 Limitation. The Board and the UFF acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining. The Board and UFF further acknowledge, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 No Obligation to Bargain. The Board and the UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

31.3 Modifications. Nothing herein shall, however, preclude the Board and the UFF from mutually agreeing to ~~alter, amend,~~ supplement, delete, ~~enlarge,~~ or modify in writing any of the provisions of this Agreement.

Commented [CP1]: UFF proposed making a) and b) sections – BOT is okay with making the two sentences more readable by splitting them up as long as the parties understand that the *meaning* does not change at all. Making it two parts doesn't seem to be warranted or to offer any particular advantage/disadvantage. If the UFF's object was for better readability, this change should address that concern.

Commented [CP2]: UFF proposed changes to this section; the current status quo language is supported by the BOT, so no changes are agreed to for this section.

Commented [CP3]: UFF proposed deletions to some of the wording of this article. Although it is possible that the architects of this language felt that putting in all those words made it clear that there are no exceptions, the BOT agrees to shorten the sentence and accept some of the UFF deletions with the understanding that the words “alter, amend, and enlarge” all fall underneath the word “modify” and therefore no meaning is lost.

The BOT chooses to retain the words “herein” and “however” because removal of those words could cause confusion to someone comparing the change to the previous language – it is possible to not understand that the intent of the language is to ensure that the limitations CBA does not expand beyond this document.

By retaining most of the status quo language, the BOT is not agreeing to a change in the *meaning* of the section, but allowing for some readability alterations.