

*This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.*

#### **Article XX--Past Practice**

A. All rights of and material benefits to employees attributable to the Academic Researcher 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 right or 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;
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.