

**ARTICLE 28
WAIVER**

- A.** The University and the UC-AFT acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.
- B.** This Memorandum of Understanding constitutes the entire Agreement between the parties. Nevertheless, the University and the UC-AFT agree that the academic policies identified in Appendix E, containing the policies which currently coincide with the Academic Personnel Manual sections referred to below, shall continue to apply to unit librarians for the duration of this Agreement.
- i) APM §035-0a (Appendix E.I.)
 - ii) APM §140 (Appendix E.II.)
 - iii) APM §210-4 (Appendix E.III.)
 - iv) APM §360-4, 360-10, 360-17, (Appendix E. IV.)

The parties agree that the policies in Appendix E shall not be subject to the contractual grievance and arbitration process.

If the University proposes to modify a term or condition of employment in Appendix E or create or modify a term or condition of employment in the Academic Personnel Manual that would apply to unit librarians during the term of this Agreement, the University shall provide at least 30 days prior notice to the UC-AFT. If the UC-AFT wishes to meet and confer over such proposed change, the UC-AFT shall inform the University of its demand to bargain within 30 days of receipt of the University's notice. In its demand to bargain, the UC-AFT shall inform the University as to how the proposed change affects a mandatory subject of bargaining with respect to unit librarians.

- C.** The parties agree that the University shall be able to maintain its historic role of consulting with the Librarians Association of the University of California (LAUC) with respect to local policies and procedures involving peer review actions, the allocation of professional development funds, and matters that are not covered by this Agreement or are not otherwise subject to negotiation with the UC-AFT. Notwithstanding Section B above, local campus policies and procedures directly pertaining to the granting of merit increases, promotion, or the award of career status may be modified by the University annually following appropriate consultation with LAUC.
- D.** Except as otherwise provided for in this Agreement, or upon the mutual consent of the parties to seek written amendment thereto, the University and the UC-AFT, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in 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.