

**ARTICLE 37
WAIVER**

- A.** The University and the Union acknowledge that during the negotiations which resulted in this MOU, each 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU and that this MOU constitutes the agreement arrived at by the parties.
- B.** The rights granted and the policies and procedures set forth in the Academic Personnel Manual shall not apply to NSFs, except as specifically set forth below or elsewhere in this MOU.
- C.** The University and the Union agree that the applicable parts of the following policies and procedures, including presidential and regental policies, continue to apply to NSFs:

Patent
Copyright
Indemnity
Sexual Harassment/Sexual Violence
Whistleblower
Whistleblower Protection

APM 015, A.6 and 7 – The Faculty Code of Conduct
APM 520 – Employment of Near Relatives
APM 663 - Additional Compensation: University Extension
APM 664 - Additional Compensation: Services as Faculty Consultant
APM 666 - Additional Compensation: Honoraria
APM 667 - Additional Compensation: Extramurally Funded Research

Only changes in the above policies and procedures applicable to NSFs will be subject to notice and the meet and confer process. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.

- D.** The University and the Union agree that the University may, during the life of this MOU, establish and administer policies, procedures, rules and regulations. In the event the University proposes the establishment of a policy, procedure, rule or regulation that is systemwide in nature and has significant impact on the terms and conditions of employment of NSFs, the University agrees to meet and confer upon timely written request with the Union regarding the significant impacts on members of the unit.

Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement. The UC and the UC-AFT shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

- E.** Except as otherwise provided for in this MOU, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this MOU, or with respect to any subject or matter not specifically referred to or covered by this MOU, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this MOU.