

## **ARTICLE 29 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. LAUC CONSULTATION**

1. Consistent with LAUC Bylaws and APM - 360, the parties agree that the University shall be able to maintain its historic practice and role of consulting with the Librarians Association of the University of California (LAUC), including with respect to local policies and procedures involving peer review actions; the allocation of professional development funds; on professional standards, rights, privileges and obligations of members of the librarian series of the University of California; on the planning, evaluation, and implementation of programs, services or technological changes in the libraries of the University; and on matters that are not covered by this Agreement or are not otherwise subject to negotiation with the UC-AFT.
2. 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. The University's consultation with and LAUC's advisory participation shall not be construed as modifying or affecting the rights and obligations of represented librarians, or UC-AFT as defined by this Agreement and applicable law.
3. Overlapping Membership

Appropriate consultation with LAUC will include LAUC members who may also be members of the UC-AFT bargaining unit. Nothing in this Agreement precludes unit librarians from participating in and contributing to LAUC's role in advising the University as to these matters. However, participation by unit librarians in any such LAUC advisory processes shall not constitute agreement by UC-AFT and shall not substitute for any required consultation or negotiation with UC-AFT regarding the terms of this Agreement.

- C.** In the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a consequential impact on the terms and conditions of employment for a substantial number of librarians in the unit, the University shall notify the Union of proposed changes at least thirty (30) calendar days prior to their proposed implementation. For purposes of this section, APM - 011, APM - 210 and APM - 360 are not considered to be covered by the Agreement.

- D.** In the event the University proposes revisions to APM - 011, APM - 210-4, or APM - 360-4, the University shall notice the Union fifteen (15) calendar days prior to the projected date of Systemwide Review with an invitation to meet and provide input and consultation on the proposed changes. The University shall share the proposed revisions with the Union on the same date the draft policy is released for Systemwide Review. Within ten (10) calendar days of receiving the proposed revisions, the Union may request an input and consultation meeting. This meeting will occur no later than thirty (30) calendar days following the Union's request. This meeting is not a substitute for the meet and confer process described in Section E below.

**E. MEET AND CONFER**

1. The parties shall undertake negotiations regarding the effects of changes to systemwide policies and proposed revisions to the APM when all three of the following exist:
    - a. The changes proposed by the University would have a consequential impact on the terms and conditions of employment of a substantial number of Librarians in the bargaining unit;
    - b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
    - c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the receipt by the Union of the University's notice as described in Section C.
  2. The University shall initiate scheduling the meeting within fifteen (15) calendar days from the Union's request in E.1.c. above.
  3. When applicable, the University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
  4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- F.** 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.