

## ARTICLE 3

### EFFECT OF AGREEMENT

- 3.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, policies, and prior practices related to matters included within this Agreement.
- 3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to offer proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided for in this Agreement, the Employer and the Union, for the life of this Agreement, 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 referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 3.3 When the CSU determines that a study to develop new classifications or to revise current classifications is necessary, the CSU shall notify the Union. Within fifteen (15) days of such notification, the Union may request a meeting with the CSU to discuss the classification study. Such a meeting shall be held at the Office of the Chancellor.

#### Policies

- 3.4 Notwithstanding the provisions of Article 3 of this Agreement, the Parties agree that certain issues involving the implementation of policies that are within the mandatory scope of representation under HEERA shall be subject to the negotiation and resolution procedures set forth below.

### Scope of Procedure

- a. Only those issues related to the implementation of or changes in policies that:
  1. affect Unit 4 employees; and
  2. are not addressed in the Agreement; and
  3. are within the mandatory scope of representation under HEERA; and
  4. have not been waived by the Unionshall be subject to this procedure.
- b. Further, only those issues where the CSU has given official notice to APC on or subsequent to September 1, 2004 shall be subject to this procedure. Official notice shall be defined as written notice to the APC President at the Union's Statewide Office.
- c. The terms of this procedure shall not apply to policies that are required to be implemented by law.

### Procedure

- a. Upon receipt of the proposed policy, APC will advise the CSU that APC either (1) has no objection to the policy, (2) desires to meet and discuss the proposed policy, or (3) desires to meet and confer regarding the proposed policy.
- b. Bargaining will be required pursuant to this procedure only if the APC has requested in writing to the CSU that it desires to meet and confer on such issue(s) within the time period provided in the notification or within thirty (30) days of receipt of the notification, whichever is longer.
- c. If the conditions set forth in provisions A. and B. above are met, the Parties will meet within thirty (30) days of the Union's request to meet, unless there is mutual agreement to extend the time period in which to meet, to negotiate over any portions of the policy that are within the mandatory scope of representation under HEERA or, in the case of a change in an existing policy, the portions of the change that are within the mandatory scope of representation under HEERA.

- d. If there is a dispute as to whether the conditions set forth in provisions A and B above are met, the parties will meet within thirty (30) days of either party notifying the other of this dispute to discuss whether the policy in question is subject to the procedure set forth in this Article. APC retains the right to challenge before PERB any implementation of a policy alleged by the CSU to be required under law if APC believes the CSU failed to honor a duty to bargain under HEERA. APC also retains the right to challenge before PERB any implementation of a policy regarding which the parties did not agree that the policy (1) was within the mandatory scope of representation, (2) was not already addressed in the Agreement, or (3) had not been subject to waiver by APC.

### Arbitration

- a. After a period of negotiations of no less than sixty (60) days, either Party may request arbitration of any remaining issue(s) in dispute. Upon agreement of the other Party, that request may involve the consolidation of issues dealing with a single issue or type of policy arising on more than one CSU campus.
- b. Upon filing of a dispute for arbitration, the matter shall be set for hearing according to the arbitration procedures under Article 10 of the Agreement.
- c. The arbitrator shall have the authority to resolve any case scheduling disputes that may arise.
- d. The arbitrator may issue a remedy that requires a deletion of the disputed portion(s) of the policy; this decision relative to the disputed portion(s) must be accepted or rejected as a whole. The decision of the arbitrator on disputes presented for resolution under this procedure shall be final and binding on the Parties, unless the CSU decides, after receipt of the decision, not to implement the disputed portion(s) of the policy. If the CSU decides not to implement the policy, the CSU will not bring forward another policy that addresses the same claim or controversy in dispute at that campus or, in the case of system wide policies, another systemwide policy that addresses the same claim or controversy in dispute, until the expiration date of the Agreement. When CSU decides not to implement the policy the CSU shall pay all of the arbitrator's and all of the court reporter's fees when the parties mutually agree to use a court reporter. The arbitrator shall have no power to determine whether the need exists for the implementation of the policy, except that the arbitrator may issue a remedy that requires a deletion of the disputed portion(s) of the policy.

- e. Except as provided in provision C above, policies brought forward for negotiation and resolution under this procedure shall not be implemented in Unit 4 unless (1) agreed by the parties, (2) ordered by the arbitrator, and in the form ordered by the arbitrator, or (3) APC does not exercise its right to bargain pursuant to provision E above.

Duration

- a. Absent an agreement by the parties to the contrary, no cases may be submitted to adjudication under the terms of this procedure after the expiration of this Agreement.