

ARTICLE 4

EFFECT OF AGREEMENT

- 4.1 This Agreement constitutes the entire Agreement of the Trustees and the Union, arrived at as the 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, and prior practices related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer.

The CSU shall provide notification to the Union of proposed changes in written systemwide and/or campuswide policies affecting wages, hours and conditions of employment during the term of this Agreement. Such notice shall be given at least thirty (30) days prior to the implementation of changes in such policies. Upon written request of the Union, the parties shall meet and confer regarding the impact of such changes within thirty (30) days of the union's request to meet and confer, unless the parties mutually agree to extend the time.

Written campuswide policies shall be made available for review by employees. However, this provision shall not be interpreted as conferring a right to reopen any provision of this agreement.

- 4.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands 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 CSU 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.

Savings Clause

- 4.3 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- 4.4 No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.