

ARTICLE 4

SAVINGS CLAUSE

- 4.1 If the University believes that any provision of this Agreement is contrary to law, the University shall provide sixty (60) days' advance notice to the Union that such provision will be of no force or effect, but the remainder of this Agreement will continue in full force and effect. The notification shall include the specific reasons why the University believes that the provision(s) is contrary to law, including reference to relevant court decisions and/or statutory changes or any other relevant adjudicated rulings by an agency or court of competent jurisdiction.
- 4.2 In the event that the Union disagrees with the University's decision to nullify such a provision, the Union reserves the right to contest the University's determination by appealing the decision to Level III, arbitration, pursuant to Article 10, Grievance Procedure. The parties expressly agree that, in such cases, the arbitrator shall have the authority to determine whether the CSU's decision regarding the application of the law is correct. Either party may seek to vacate an award in accordance with California Code of Civil Procedure Sections 1285, et seq. if the party believes that the arbitrator's award is in violation of the law, provided such petition is filed within one hundred (100) days of receipt of the award.
- 4.3 At the request of either party, negotiations on a replacement provision will commence within sixty (60) days of such request.