

ARTICLE 4

GENERAL PROVISIONS

4.01 Antidiscrimination

The College agrees to the fullest extent of applicable law that it shall not discriminate against any faculty member because of race, color, religion, age, disability, national origin, sex, marital status, sexual orientation, or Association membership or non-membership. (See related sections of Article 6.)

4.02 Severability

If any provision of this Agreement shall be invalidated or held to be null and void by any court or other tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect according to its terms. The parties will thereafter meet, at the request of either, at reasonable times and places to negotiate a substitute provision to replace the one nullified.

4.03 Accommodation with Board Rules and Policies

Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the Board's existing rules and policies, and they hereby agree that those rules and policies are to remain in effect. In the case of unavoidable conflict between an expressed provision of this Agreement and a Board rule or policy, the expressed provision of this Agreement shall prevail.

4.04 Alternate Methods of Problem Resolution

The parties agree that a proper educational environment for the College, its students, and its personnel can be created and maintained only through the close cooperation of both parties. To this end both parties will designate, as needed, faculty members and non-faculty members to meet jointly in committee or other forums for the purpose of studying and recommending measures for the improvement of the operation of the College and the enhancement of its educational program, and that such deliberations may include matters which may be subjects for collective bargaining.

A. Waiver Clause

Regardless of any procedure set forth in this CBA, the parties retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising on campus or from this Agreement or the performance or breach of any part thereof.

B. Joint Committees

The parties expressly agree that any deliberations which involve or may involve matters subject to collective bargaining shall take place only after a written letter of agreement setting forth the membership of any such committee and the scope of the committee's task has been signed in accordance with Section 3.03 of this Agreement. Committee recommendations shall be non-binding unless otherwise stipulated by letter of agreement. This Article shall not apply to standing committees of the College.

C. Informal Meetings

Informal meetings of representatives of the College and the Association may be held as needed after a request of either the Chairman of the Board of Trustees, the President of Pensacola State College, or the President of the Faculty Association for the purpose of maintaining and improving relationships.