

ARTICLE 33 - MISCELLANEOUS

33.1 Under established procedures, Management shall provide voluntary payroll deductions for approved tax sheltered annuities, life insurance, OnPoint Community Credit Union, United Way and others mutually agreed-upon.

33.2 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of Portland Community College which are contrary to or inconsistent with its terms.

33.3 This Agreement constitutes the entire negotiated Agreement between the parties and may be altered, changed, added to, deleted from or modified only by mutual consent of the parties in a written signed amendment. This Agreement supersedes all individual employment contracts signed prior to the effective date of this Agreement.

33.4 Reopeners

The parties agree that negotiations may be reopened under the provisions of 33.4, 33.5 or by mutual consent.

Effective April 2013, the College and the Federation agree to reopen the full-time and part-time salary schedules and the College's contribution to health care premiums.

33.5 Savings Clause

33.51 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Federation the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

33.52 It is understood by the parties that the provisions of this Agreement could conflict with the regulations pertaining to the Americans with Disabilities Act. When this occurs, Management will confer with the Federation through the contract administration process and determine when a provision of the Agreement needs to be waived in order to allow for the accommodation of a disabled person.

33.6 Funding

33.61 The parties recognize that revenue needed to fund the salaries and other financial benefits provided by this Agreement must be approved by legally established budget procedures and in certain circumstances by vote of the citizens of the Portland Community College District.

33.62 All such payments are therefore contingent upon sources of revenue and, where applicable, voter approval. The Board agrees to include in its budget amounts sufficient to fund the compensation provided by this Agreement unless sufficient revenues are not made available to the College. The Board has no intention of reducing the compensation specified in this Agreement because of budgetary limitation, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

33.7 Uninterrupted Educational Services

33.71 The Board and the Federation shall use their best efforts to avoid any interruption of educational services provided by Portland Community College. Neither the Federation

nor Faculty and Academic Professional staff shall cause or engage in any work stoppage or concerted avoidance of work during the term of this Agreement. The Board shall not engage in any lockout of employees during the term of this Agreement. During the term of this Agreement, the Federation and its members shall not cause, engage in or sanction any picketing or other public disturbance on College property which results in a work stoppage or interferes with the conduct of College business.

- 33.72 There shall be no strike, or interruption of work or picketing on College property by bargaining unit employees or the Federation during the term of this Agreement because of any dispute or disagreement between any other persons (or members of other employee unions or associations or labor groups) who are not parties to this Agreement. However, in the event of a strike by Classified employees of the College, no bargaining unit employee who is covered by this Agreement will be required to perform work which was previously performed by Classified employees and not by such bargaining unit employee.
- 33.8 The parties agree to decide not later than Fall term 2014 when to begin to negotiate a successor Agreement which will commence September 1, 2015.

The Federation will notify the Management contract administration officer of the names of Faculty and Academic Professional negotiation team members by the preceding June 1 to provide adequate time to make arrangements for replacement Faculty and Academic Professional. The Federation shall notify the Management contract administration officer immediately of any subsequent changes in Federation team membership necessitated by unforeseen circumstances.