ARTICLE 26 – MISCELLANEOUS

26.1 Funding

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

26.12 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.

26.13 Nothing in this provision nor in this Agreement, shall be construed so as to be a guarantee of employment at any level.

26.2 Savings Clause

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 provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and upon 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.

26.3 Entire Agreement

26.31 This Agreement constitutes the full and complete 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.

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

26.33 No new policies, rules, regulations or procedures or practices of the College shall be created which would conflict with the provisions of this Agreement.

26.34 The parties agree that negotiations will not be reopened on any item during the life of the Agreement except under the provisions of the savings clause, Article 26.35 or by mutual consent.

26.35 The parties agree that salary schedules and the College’s contribution to health care premiums for the period of July 1, 2013 through June 30, 2015 may be re-opened for mid-term negotiations. The Federation has the option to include the following issues in the re-opener: Article 22.11 (eligibility for layoff rights for non-general fund staff); Article 14.4333 (the authority of the Classification Appeals Committee); Article 1.7 (use of Casual employees); and/or Article 20.4 (Early Retirement).

26.36 The parties agree to decide not later than Fall term 2014 when to begin to negotiate a successor Agreement.

26.4 Americans With Disabilities Act

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.