ARTICLE 2 - EFFECTIVE DATES & IMPLEMENTATION

- 2.1. **Effective Date.** Except as hereinafter provided, this Agreement shall become effective on July 1, 202549 or the date of ratification by the employees and the employer, whichever is later, and shall continue in effect through June 30, 20274.
- 2.2. **Renewal of Agreement.** This Agreement shall be automatically renewed from year to year unless the College or the Association gives written notice to the other after January 1 and not later than February 1 prior to the expiration date of its desire to modify the Agreement for a successive term or to terminate the Agreement.
- 2.3. **Captions.** Captions used in this Agreement to identify articles are for information only and are not intended to modify the interpretation of the specific articles.

Re-Opener. Beginning no later than January 1, 2022, the College and Association shall commence negotiations on economic issues for the two-year-period beginning July 1, 2022. The College and the Association mutually agree that each party may bring no more than three non-economic issues forward for each economic re-opener.

2.4. **Application of Terms of Agreement.** The terms and conditions of this Agreement shall apply only when the covered employees are performing work in their primary assignments which are normally done by employees covered by this Agreement.

2.5. Complete Scope of Agreement

2.5.1. This document contains the sole and complete agreement between the parties. It supersedes any and all prior oral or written agreements and understandings between the Association and the Employer. No prior agreements, understandings, past practices, existing conditions, or prior benefits shall be controlling unless and until such agreements, past practices, existing conditions, or prior benefits are reduced to writing and duly executed after the effective date of this agreement by all parties.

The parties acknowledge that during the negotiations that led to this agreement, they had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation.

The provisions of this section shall not be deemed to restrict the Employer from exercising any management right or right under Article 5, the exercise of which shall be subject to the Employer's obligation to bargain under ORS Chapter 243. The parties have created a list of known MOAs and MOUs. The Association and the College may identify additional MOAs and MOUs to add to the list. They will then identify which MOAs and MOUs from the list that are in effect. If it is unclear whether

agreements remain in effect, and the College and the Association cannot come to agreement by June 30, 2006, the MOA or MOU will remain inforce until June 30, 2008. Either party may propose continuation, non-continuation, or modification, of such MOAs or MOUs as part of the re-opener as established in Article 2.5, and such proposals to extend MOAs or MOUs shall not count against the three non-economic issues.

2.5.2. All MOAs and binding agreements between the parties that are not included in this Agreement or in the list referenced in 2.6.1, shall continue in full force and effect for the length of their individual deadlines. If no deadlines are provided, the MOAs and agreements shall remain in force and either party may raise them for bargaining in the next re-opener. Should any such agreements be raised in the re-opener, they shall not count as one of the three non-economic issues allowed.