

## Article 26 - General Provisions

### 26.1 Entire Agreement

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the ESD and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between the ESD and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all of the contract's terms and conditions.

### 26.2 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the ESD and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, that was bargained over during the negotiations leading up to this Agreement. Otherwise, this provision is not a waiver of the right to bargain over proposed changes in mandatory subjects of bargaining.

### 26.3 Separability

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by any administrative agency having jurisdiction over the subject matter, or by legislative action, such decision shall apply onto the specific article, section, or portion directly specified in the decision. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

### 26.4 Funding

A. This Agreement is entered into based upon assumptions about the amount of revenue to be received by the ESD in the initial year of this Agreement and on the assumption that revenues in the future years will grow sufficiently to fund the economic provision of this Agreement. If these

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assumptions prove incorrect and the total dollars to be received by the ESD based upon information calculated by the ESD at the time of adoption of its annual budget will be less than would have been received with these assumptions holding true, or if there is any other unexpected and substantial expense or revenue shortfall which affects the ESD's ability to fund the economic provisions of this Agreement, [the ESD reserves the right to utilize layoff procedures as outlined in this Agreement](#). ~~either party may elect to reopen this Agreement for further negotiations. The Board will not, however, reopen this Agreement for negotiations unless it determines that all other reasonable options for balancing the budget, not impacting employee's compensation, have been exhausted. If this Agreement is reopened, notice will be given in writing and bargaining will begin within no more than fourteen (14) days. Negotiations for this re-opener shall be conducted pursuant to ORS 243.698, but the negotiation period will be limited to thirty (30) days unless the parties mutually agree to a longer period for negotiations.~~

B. If the ESD closes because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or associated payroll cost provided in this Agreement while the ESD is closed.

C. This Agreement does not guarantee any level of employment.

D. In the event of a significant shortfall in project revenues for a program or service, and after meeting with the Union, the ESD can reduce an appropriate number of work days in that program or service to make up the shortfall. If any member will be reduced by more than fifteen (15) days in a work year schedule, any greater reduction will be handled under Article 19.