

ARTICLE 2

CONTRACT DURATION AND TERMINATION

SECTION 1

- A. This agreement will become effective thirty one (31) days from the execution or agency head review approval, whichever occurs first, consistent with 5 U.S.C. § 7114.
- B. Within the 30 (thirty) calendar day review period, the Employer may, at its option, notify the Union of the Employer's anticipated disapproval of the negotiated language pursuant to 5 USC §7114(c), identifying any portion of the language with which it has specific concerns. The Parties may thereafter attempt to negotiate an adjustment of the provision(s) at issue.
- C. If upon Agency Head review, any provision(s) or Articles(s) is (are) determined to be inconsistent with law, rule, or regulation, either party may initiate bargaining to re-negotiate over any negotiability disputes. This shall also include the right to re-open and renegotiate any provisions that were part of an agreement that led directly to the language that the Agency Head has disapproved. The Union also has the right to file a negotiability appeal with the FLRA and the right to re-open and re-negotiate those provisions should the FLRA find that they were negotiable.

SECTION 2

- A. This Agreement shall remain in full force and effect until three (3) years from its effective date. It shall be automatically renewed from year to year thereafter unless reopened or terminated pursuant to the provisions of subsections B and C below. In addition, either Party may reopen up to Four (4) articles of this contract during the thirty (30) calendar days surrounding the 19th month anniversary of this Agreement.
- B. Either Party may give written notice to the other Party, between sixty (60) calendar days and one hundred five (105) calendar days prior to the initial expiration date and each anniversary date thereafter, of its intention to reopen and amend or modify the Agreement.
- C. If either party gives notice of intent to terminate, all negotiated conditions of employment contained in this Agreement continue in full force and effect until a successor agreement is in place, with the exception of any permissive subjects of bargaining. If either party elects to terminate any permissive subjects of bargaining contained within this Agreement, the party so electing will notify the other party and identify the specific contract provisions that are being terminated.

SECTION 3

Nothing in this Agreement shall serve as a waiver by either party of the right to negotiate over matters that are affected by a change (during the life of this Agreement) to the Federal Service Labor-Management Relations Statute that expands or contracts the scope of bargaining in the Federal Sector.

SECTION 4

In the event that any provisions of the Agreement shall at any time be found, declared, or made invalid by a court of competent jurisdiction or by operation of any law, regulation, or decree, or Executive Order, the entire Agreement will not be invalidated.

SECTION 5

Neither party surrenders no rights other than those specifically governed and enunciated by this Agreement.