

## ARTICLE 29

### SEVERABILITY

**29.1 Invalidation of a Provision of the Agreement.** Should any provision of this Agreement be declared illegal by a final court of competent jurisdiction or otherwise be unenforceable, the remaining provisions shall remain in full force and effect. The parties acknowledge Florida law providing that, in the event of a conflict, a statute or rule enacted subsequent to this contract's existence is superseded by the terms of the contract.<sup>1</sup>

~~(a) A provision of this Agreement shall be invalid and have no force or effect, if it:~~

~~(1) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or~~

~~(2) is rendered invalid by reason of subsequently enacted legislation, or~~

~~(3) shall have the effect of a loss to the University of funds, property, or services made available through federal law, which loss of funds, property, or services would substantially impede the University's ability to provide a comprehensive program of teaching, research, and service, or~~

~~(4) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action.~~

~~(b) In such circumstances, however, the remainder of the Agreement shall continue in full force and effect.~~

**29.2 Negotiations on Replacement Provisions.** If a provision of this Agreement fails for reasons set forth in Section 29.1 above, at the request of either party such invalidated provision shall be reopened for negotiations to arrive at a mutually satisfactory replacement for such provision. The parties acknowledge Florida law providing that, in the event of a conflict, a statute or rule enacted subsequent to this contract's existence is superseded by the terms of the contract.<sup>2</sup> ~~If a provision of this Agreement fails for reasons set forth in Section 29.1(a)(1), (2), or (3) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.~~

**29.3 Effect of Passage of Law.** Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

**29.4 Legislative Action.** The University and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.

**29.5 Authority.** Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement.

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<sup>1</sup> Gulfside Distributors v. Becco, 985 F.2d 513 (11th Cir. 1993) ("Cases interpreting Florida law have consistently held the application of § 563.022 and similar statutes to contracts existing prior to the enactment of the statutes to be unconstitutional."); Coastal Petroleum Co. v. Chiles, 672 So. 2d 571 (Fla. 1st DCA 1996), rev. denied, 678 So. 2d 1287 (Fla. 1996) ("Because the trustees' retroactive application of the statute to a preexisting oil and gas lease impairs obligations under the preexisting lease contract, we conclude that it contravenes article I, section 10 of the state constitution"); Hillsborough County Governmental Employees Association v. Hillsborough County Aviation Authority, 522 So. 2d 358 (Fla. 1988) ("While it is clear that section 447.309(3) does apply to this conflict, it is equally clear that the statute, as applied, unconstitutionally abridges the fundamental right of public employees to bargain collectively. Therefore, we hold that a public employer must implement a ratified collective bargaining agreement . . . despite the fact that such implementation may conflict with applicable civil service board rule."); Florida v. Florida PBA, 613 So. 2d 415 (Fla. 1992).

<sup>2</sup> Ibid.