



The Plain-Language Project

Article 20





ARTICLE 20

SEVERABILITY

In the event that any provision of this Agreement is (a) found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or (d) 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, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 20 Severability

Describes the situations under which the CBA stops being in force, how much if it gets thrown out under what circumstances, &c.

IF...

In the event that any provision of this Agreement is (a) found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or (d) 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,

4 “IF...”s to start out this conditional of when the contract stops being in force. If part of the CBA...

1. ...turns out to be unenforceable or invalid according to a judge, arbitrator, &c.;
2. ...ends up being made invalid because of new laws getting passed;
3. ...results in FSU or the state of Florida losing funds, properties, or services that they're getting from FEDERAL law;
4. ...the part of the CBA was supposed to take effect if a new law was passed/old law amended and that DIDN'T happen;

... THEN

then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

So if ANY of the previous 4 conditionals take place, THEN...

...that part of the CBA doesn't go into force/has no effect.

If that part of the CBA fails because A, B, or C, then that automatically triggers negotiations to open on up between GAU and FSU and we have to figure out how to replace it.