

3137 decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently  
3138 enacted legislation, or (c) shall have the effect of a loss to the State University System or University of  
3139 funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3),  
3140 Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the  
3141 governmental body having such amendatory powers fails to take appropriate legislative action, then that  
3142 provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and  
3143 effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into  
3144 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such  
3145 provision. This Article is not intended to cede authority to any party to invalidate any provision of this  
3146 Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that  
3147 invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to  
3148 challenge said legislation.

### 3151 **Article 29 - Amendment and Duration**

3152 29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as  
3153 otherwise agreed by the parties, and shall remain in effect ~~for a three year period~~ until midnight August 7,  
3154 20~~24~~19. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless  
3155 both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance  
3156 Salary Systems be amended by the Legislature during the term of this Agreement such that merit base  
3157 salary eligibility for permanent status employees in changed, the UFF may reopen this Agreement to  
3158 address those affected employees. This Agreement supersedes the parties 201~~6~~5-201~~9~~7 Agreement.

3160 29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment  
3161 to this Agreement, such amendment shall be put in writing and become part of this Agreement upon  
3162 ratification by both parties.

3164 29.3 Renegotiations for a successor agreement shall begin no later than ~~October 1, 2018~~ March 15, 2024.

### 3167 **Article 30 - Definitions**

3169 As used in this Agreement, the term:

3170 -- "academic year" means a period consisting of a fall and spring semester of approximately 39  
3171 contiguous weeks.

3172 -- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes  
3173 by the UFF pursuant to the certification of the Florida Public Employees Relations Commission dated May  
3174 15, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF.

3175 -- "Board," or " Board of Trustees" means the body established by sections 1001.71-1001.74, Florida  
3176 Statutes, responsible for governing the University of South Florida.

3177 -- "break in service" means those absences following which the employee is treated as a new employee  
3178 for purposes of computing seniority and years of service.

3179 -- "college/unit" means a college or a comparable administrative unit generally equivalent in size and  
3180 character to a college.

3181 -- "continuous service" means employment uninterrupted by a break in service. For academic year  
3182 employees, one year of continuous service is equivalent to the academic year employment period  
3183 consisting of a fall and spring semester of approximately 39 contiguous weeks.

3184 -- "days" means calendar days.

3185 -- "department/unit" means a department or a comparable administrative unit generally equivalent in size