

ARTICLE 29: GENERAL PROVISIONS

29.1 Controlling Clause

This Agreement shall supersede prior agreements between the parties. ~~Upon ratification, this Agreement shall become an official policy of the parties.~~ Any direct conflict between the express provisions of this Agreement and any College policies as they may apply to bargaining unit members shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including the Florida Administrative Code, shall be resolved as stated in paragraph 29.4, Severability.

29.2 Pronouns

All references in this Agreement to employees of a particular gender are used for convenience only and shall be construed to include all employees, regardless of gender.

29.3 Non-Assignment, Waiver

The rights, duties, and obligations of the College and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party. Failure of either party to require performance by the other party of any duty or obligation herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of a required duty or obligation herein be taken or held to be a waiver of requirement of said duty or obligation thereafter.

29.4 Severability

In the event that any provision or any application of this Agreement is found to be (a) invalid or unenforceable by the final decision of a court-tribunal of competent jurisdiction, or (b) 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. Should any provision of this Agreement be so rendered invalid, it shall be renegotiated in accordance with Chapter 447 of the Florida Statutes upon request by either party.

29.5 Totality of Entire Agreement

The parties agree that during the negotiations which resulted in the Agreement, both parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole Agreement between the parties for its duration. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved by appropriate action by Union and the College. Nothing in this section shall be construed as a waiver of the Union's right to bargain the impacts of decisions made by the College within the scope of its management rights on the wages, hours, or terms and conditions of employment of any bargaining unit member.