

ARTICLE 21 OTHER EMPLOYEE RIGHTS

21.1 Professional Meetings.

(a) Employees ~~are should be~~ encouraged to and may, with the approval of the supervisor, attend and/or make presentations at professional meetings, conferences, workshops, and activities. Permission to attend and/or make presentations at professional meetings, conferences, workshops, and activities shall not be unreasonably denied.

(b) Each employee shall receive at least \$1,500 annually to attend and/or make presentations at professional meetings, conferences, workshops, and activities.

(c) Subject to the availability of funds, the employee's expenses in connection with ~~such~~ meetings, conferences, workshops or activities shall be reimbursed in accordance with the applicable provisions of State ~~law and rules and~~ regulations ~~having the force and effect of law.~~

21.52 Travel Advances. Upon an employee's request, ~~The the University will~~ shall, ~~as to the extent permitted by FL Sstatute law and rule, provide full travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.~~

21.32 Office-Office and Working Spaces.

The University shall provide ~~Each employee shall be provided~~ with office and work space ~~to commensurate with their assigned research, instructional, administrative, professional, and/or service and other duties.~~

(a) The University shall provide each employee an enclosed office space ~~that may be on a shared basis when appropriate individual office space is unavailable~~ that meets State Requirements for Educational Facilities 2014. ~~This office space shall~~ The parties recognize the desirability of providing each employee with ~~be enclosed office space with~~ permanent walls, visual and acoustical privacy, a steel/metal locked ~~ed~~ door that can be locked on the inside for security reasons ~~lock,~~ air conditioning/heating, and office equipment commensurate with assigned responsibilities, including and ready access to a desk, telephone, computer with software, and access to the campus network and Internet. When individual office space is unavailable, an employee may share an office with only one other person, who also must be an employee.

(b) Working spaces shall be in the same building as the employee's office, unless the nature of work activities precludes this location for logistic or safety reasons.

(c) Office and working spaces shall be separate, for health and safety reasons.

(b) ~~When An employee may reports in writing to their supervisor a condition which the employee feels represents the lack of one or more of the preceding provisions. T,~~ the supervisor shall reply to the concern, in writing, within fourteen (14) days of receipt.

(ed) Before an employee's office or research location is altered to a degree that impedes the employee's work effectiveness, ~~is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness,~~ the affected employee shall be notified, ~~if practicable,~~ at least one (1) month prior to such change.

(de) Each employee shall, consistent with building security, have reasonable access to the employee's office space, ~~and~~ laboratories, studios, music rooms, simulation training rooms, mock trial courtrooms, and similar working spaces the like used in connection with assigned

responsibilities. ~~†~~This provision may require that campus security provide access on an individual basis.

(ff) The University ensures housekeeping, maintenance and repair services to all office and working spaces.

(g) An employee may report in writing to their supervisor a condition which they feel represents the lack of one or more of the preceding provisions. The supervisor shall reply to the concern, in writing, within fourteen days of receipt.

(h) Each employee shall have the right to request classroom space, conference rooms, or other campus spaces for assigned duties, such as events with students, invited speakers, and similar events.

~~(f) The University ensures housekeeping, maintenance and repair services to all office and working spaces.~~

9.1 Parking

(a) The University shall offer parking permits to employees for one-semester (Fall or Spring or Summer), two-semesters (Fall, Spring), or the entire year (Fall, Spring, and Summer).

(1) The expiration date for a one-semester parking permit is seven days after the end of the purchased semester.

(2) The expiration date for a two-semester parking permit is seven days after the end of the spring semester.

(3) The expiration date for a three-semester parking permit is August 31.

(b) Employees with salaries of \$60,000 or less may purchase either a “B” or “C” permit, but they must park in the type of facility designated by the permit they choose, or in any unreserved parking garage at the University. Employees with salaries greater than \$60,000 must purchase a “B” permit.

(c) Employees at the Rosen Campus and Downtown Campus may purchase a permit of the appropriate classification (“B” or “C”), which may be used for parking on the UCF main campus and their respective campus.

(d) The university shall make available the following types of parking permits available as a decal or hangtag to employees. Decals or hangtags shall be the same price.

(1) “A” permit: An “A” permit authorizes parking in a 24 hour reserved space, as well as in any other legal parking space at the University that is not reserved for 24 hours daily use.

(2) “B” permit: “B” permits authorize parking in designated “B”, “C”, and “D” parking areas or in any unreserved parking garage at the University.

(3) “C” permit: “C” permits authorize parking in designated “C”, and “D” parking areas or in any unreserved parking garage at the University.

(4) “MC” permit: Employees parking motorcycles, mopeds, or motor scooters at the University must purchase “MC” permits. “MC” permits authorize parking in designated motorcycle spaces only.

(e) “G” permits: “G” permits will be issued to retired UCF employees pursuant to Article 24.4(a)(5). Retired UCF employees who return to work in a full-time position with benefits shall surrender their “G” permit.

(f) Employees who are also enrolled in classes are not eligible to purchase student “D” permits.

(g) Temporary parking permits. A temporary permit shall be issued for a maximum period of 14 days. A maximum of six temporary permits may be issued per parking permit each semester.

(h) Daily parking permits shall be up to \$5 per day, except up to \$3 per day if purchased after 5 p. m.

(i) Parking at regional campuses where an employee has an assignment shall be governed by the host institution.

9.2 Parking Permit Fees

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2 (a) Parking permit fees shall be as follows, plus applicable sales tax:

| <u>Permit Type</u> | <u>One Semester</u> | <u>Two Semesters</u> | <u>Annual (Three Semesters)</u> |
|--------------------|---------------------|----------------------|---------------------------------|
| <u>A</u> | <u>\$514.79</u> | <u>\$679.14</u> | <u>\$1,029.58</u> |
| <u>B</u> | <u>\$152.29</u> | <u>\$240.00</u> | <u>\$303.60</u> |
| <u>C</u> | <u>\$90.98</u> | <u>\$130.00</u> | <u>\$181.01</u> |
| <u>G</u> | <u>Free</u> | <u>Free</u> | <u>Free</u> |
| <u>MC</u> | <u>\$23.93</u> | <u>\$32.00</u> | <u>\$46.93</u> |

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5 (b) Parking permit fees shall be available through payroll deduction. Employees may choose
6 either a pre-tax or post-tax basis for deductions.

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8 (c) Replacement permits: Replacement permits shall be \$14.08 plus applicable sales tax for a two
9 or three semester permit and \$7.04 plus applicable sales tax for a one semester permit. Proof of
10 sale of the vehicle or return of the original permit is required. If a permit is stolen, a stolen
11 parking permit affidavit must be filed and signed before the replacement permit is issued. When
12 the original permit, or sufficient remnants thereof, is not returned or proof of sale is not provided,
13 the replacement fee shall be the full fee in effect at the time of the replacement. The full fee also
14 applies to permits to replace those that are reported lost.

15 16 17 9.3 University Parking Citation Appeals Committee

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19 Two faculty appointed by the UFF-UCF Chapter President shall serve on the existing University
20 Parking Citation Appeals Committee.

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25 **21.5 Safety Conditions.** The University shall provide a safe workplace, free of known
26 health and safety hazards.

27 (a) Whenever an employee reports to a supervisor a condition which the employee
28 feels that represents a violation of safety or healthy rules and regulations, or which is an
29 unreasonable hazard to persons or property, such conditions shall be promptly investigated, and
30 the supervisor shall reply within 48 hours as to progress of the investigation. The appropriate
31 administrator in charge of repairing an unsafe or unhealthy condition shall reply with the
32 improvements made to eliminate harm, to the concern, in writing, within fourteen (14) days of
33 when the employee first reported the condition. receipt, if the employee's concern is
34 communicated in writing. If a condition clearly presents a risk of death or serious physical harm,
35 and the employee has brought the condition to the supervisor's attention, the employee may
36 refuse to work in a situation that exposes them to the hazard.

37 (b) When a danger to our community is present, the University shall notify
38 employees via multiple media and internet means. Dangers include, but are not limited to, fire,
39 severe weather, criminal activity, an active shooter, or a bomb threat.

40 (c) The University shall be responsible and provide evacuation procedures for each
41 campus building.

42 43 **21.6 Personal Privacy.**

44 **The University has a legal obligation to secure and protect non-public employee**
45 **information. Unauthorized access or disclosure of non-public employee information shall**
46 **be reported in writing to affected employees within five business days or when allowed by**
47 **law enforcement. In the event of unauthorized access or disclosure, the University shall**
48 **provide free credit monitoring and identity protection services for two years starting from**
49 **the official incident notification date.**

50 51 **21.47 Limitation on Personal Liability.**

52 (a) In the event an employee is sued for an act, event, or omission which may fall
53 within the scope of Section 768.28, Florida Statutes, the employee should notify the president's
54 office as soon as possible-practicable after receipt of the a summons commencing the action in
55 orderso that the University may fulfill its obligation. Failure to notify the employer-University
56 promptly may affect the rights of the parties.

57 (b) For information purposes, the following pertinent language of Section
58 768.28(9)(a), Florida Statutes, is reproduced herein.
59 *No officer, employee, or agent of the state or any of its subdivisions shall be held personally*
60 *liable in tort or named as a party defendant in any action for any injury or damage suffered as a*
61 *result of any act, event, or omission of action in the scope of his or her employment or function,*
62 *unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a*
63 *manner exhibiting wanton and willful disregard of human rights, safety or property.*

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65 ~~**21.5 Travel Advances.** The University will, to the extent permitted by State law and rule,~~
66 ~~provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for~~
67 ~~authorized travel of longer than five (5) consecutive days.~~

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69 **21.68 Working Papers Rights.** Consistent with law, the provisions of Article 18, and the
70 legitimate interests of the University, employees shall have the right to control ~~of~~ their personal
71 correspondence, notes, raw data, and other working papers.

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73 **21.79 Protection for Whistleblowers.** ~~Employees are notified that Sections 112.3187-~~
74 ~~112.31895 of the;~~ Florida Statutes may be cited as the "Whistle-Blower's Act."; It prevents
75 agencies or independent contractors from taking retaliatory action against an employee who
76 reports to an appropriate agency violations of law that create a specific danger to the public's
77 health, safety, or welfare. provides protection to whistleblowers and delineates their rights and
78 responsibilities.

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80 **21.810 Copies of the Agreement.** The University shall provide the UFF with 500 copies of
81 the ratified Agreement, ~~shall provide~~ a copy to each employee, and ~~shall provide~~ a copy to each

82 new employee upon hiring. In addition, the University shall provide an electronic copy of the
83 ratified Agreement and all Supplements to UFF.

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85 **21.911 Instructions.** The University shall provide instructions to employees regarding their
86 responsibility for maintaining copies of emails ~~in order to comply in compliance~~ with [Florida](#)
87 [Statute 119.0701, the “Public Records Act,” Chapter 119, Florida Statutes.](#)

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89 **21.12 Media Likeness.** The University and its affiliates must obtain an employee’s prior
90 approval to use their voice, image, likeness (i.e., avatar) or work, in any format and for any
91 purpose. The University shall only use an employee's voice, image, likeness or work for the
92 specific purpose and duration outlined in the media consent form (Appendix XX). Employees
93 may seek compensation for the use of their voice, image, likeness or work. Refusal to grant
94 permission shall not affect the employee's standing with the University.

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