

1 ARTICLE 21

2 **OTHER EMPLOYEE RIGHTS**

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4 **21.1 Professional Meetings.**

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

9 (b) Each employee shall be allocated at least \$1,500 per academic year to attend and/or
10 make presentations at professional meetings, conferences, workshops, and activities.

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

15 ~~21.4~~ **21.2** Travel Advances: Upon an employee's request, the University shall
16 provide full travel advances for authorized travel.

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18 **21.221.3 Office Space.** Each employee shall be provided with office space that may
19 be on a shared basis when appropriate individual office space is unavailable. The parties
20 recognize the desirability of providing each employee with enclosed office space with a
21 door lock, air conditioning/heating, office equipment commensurate with assigned
22 responsibilities, and ready access to a telephone, computer and the Internet. When an
23 employee reports in writing to his or her supervisor a condition which the employee feels
24 represents the lack of one or more of the preceding provisions, the supervisor shall reply
25 to the concern, in writing, within fourteen days of receipt. Each employee shall, consistent
26 with building security, have reasonable access to the employee's office space and
27 laboratories, studios, music rooms, and the like used in connection with assigned
28 responsibilities; this provision may require that campus security provide access on an
29 individual basis. Before an employee's office location is changed, or before there is a
30 substantial alteration to an employee's office to a degree that impedes the employee's
31 work effectiveness, the affected employee shall be notified, ~~if practicable,~~ at least 21
32 days prior to such change.

33 ~~21.3~~ **21.4** Safe Conditions. The University shall provide a safe workplace, free of
34 known health and safety hazards.

35 (a) Whenever an employee reports to a supervisor a condition which the employee
36 feels represents a violation of safety or health rules and regulations or which is an
37 unreasonable hazard to persons or property, such conditions shall be promptly
38 investigated. The supervisor shall provide a written response within 2 days to address
39 the employee's ~~The concern.~~ The appropriate administrator tasked with remediating
40 the unsafe or unhealthy condition shall reply to the concern, in writing, with the
41 improvements made to eliminate harm, in writing within fourteen days ~~of receipt of the~~
42 employee's initial report, ~~if the employee's concern is communicated in writing.~~ If a
43 condition clearly presents a risk of death or serious physical harm, and the employee
44 has brought the condition to the supervisor's attention, the employee may perform
45 their assignment, in consultation with their supervisor, in another location until the
46 condition has remediated.

48 **21.421.5 Limitation on Personal Liability.**

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

54 (b) For information purposes, the following pertinent language of Section 768.28(9),
55 Florida Statutes, is reproduced herein.

56
57 *No officer, employee, or agent of the state or any of its subdivisions shall be held*
58 *personally liable in tort or named as a party defendant in any action for any injury or*
59 *damage suffered as a result of any act, event, or omission of action in the scope of his or*
60 *her employment or function, unless such officer, employee, or agent acted in bad faith or*
61 *with malicious purpose or in a manner exhibiting wanton and willful disregard of human*
62 *rights, safety or property.*

63
64 ~~**21.5—Travel Advances.** The University will, to the extent permitted by State law and~~
65 ~~rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted~~
66 ~~expenses for authorized travel of longer than five (5) consecutive days.~~

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68 **21.6 Working Papers Rights.** Consistent with law, the provisions of Article 18, and
69 the legitimate interests of the University, employees shall have the right to control ~~of~~ their
70 personal correspondence, notes, raw data, and other working papers.

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72 **21.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187,
73 Florida Statutes, provides protection to whistleblowers and delineates their rights and
74 responsibilities.

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76 **21.8 Copies of the Agreement.** The University shall provide the UFF with 250
77 copies of the ratified Agreement and shall provide a link to the document to each existing
78 employee. In addition, the University shall make available an electronic copy of the
79 ratified Agreement and all Supplements to the UFF.

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81 **21.9 Instructions.** The university shall provide instructions to employees regarding
82 their responsibility for maintaining copies of emails in order to comply with the "Public
83 Records Act," Chapter 119, Florida Statutes.

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85 ~~**21.10 Personal Privacy.** The university shall report unauthorized access or disclosure of~~
86 ~~non-public employee information in writing to affected employees within five business days~~
87 ~~or when allowed by law enforcement. The report shall contain the information illegally~~
88 ~~accessed.~~

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90 ~~**21.921.11 Parking.** Upon an employee's request, the University shall provide a three~~
91 ~~semester parking permit at no cost to the employee subject to the eligibility~~
92 ~~requirements below:~~

93 ~~(a) An employee with a salary below \$50,001 shall have a choice between a "C" permit~~
94 ~~or hangtag, and a "MC" permit.~~

95 ~~(b) An employee with a salary above \$50,001 shall have a choice between a "B" permit~~

96 or hangtag and a "MC" permit.

97 (e) Upon an employee resignation, non-reappointment, or layoff, the employee shall
98 return a valid parking permit before terminating employment.