

1 ARTICLE 21

2 **OTHER EMPLOYEE RIGHTS**

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4 **21.1 Professional Meetings.**

5 (a) Employees 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. Subject to the
9 availability of funds, the employee's expenses in connection with such meetings,
10 conferences, **workshops,** or activities shall be reimbursed in accordance with the
11 applicable provisions of State law and rules and regulations having the force and effect
12 of law.
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15 **21.221.2 Office Space.** Each employee shall be provided with office space that may
16 be on a shared basis when appropriate individual office space is unavailable. The parties
17 recognize the desirability of providing each employee with enclosed office space with a
18 door lock, air conditioning/heating, office and laboratory equipment commensurate with
19 assigned responsibilities, and ready access to a telephone, computer and the Internet.
20 When an employee reports in writing to his or her supervisor a condition which the
21 employee feels represents the lack of one or more of the preceding provisions, the
22 supervisor shall reply to the concern, in writing, within fourteen days of receipt. Each
23 employee shall, consistent with building security, have reasonable access to the
24 employee's office space and laboratories, studios, music rooms, and the like used in
25 connection with assigned responsibilities; this provision may require that campus security
26 provide access on an individual basis. Before an employee's office location is changed,
27 or before there is a substantial alteration to an employee's office to a degree that
28 impedes the employee's work effectiveness, the affected employee shall be notified, ~~if~~
29 practicable, at least 21 days prior to such change. The notice period may be shorter if
30 mutually agreed to in writing by UFF and the University.

31 **21.221.3 Safe Conditions.**

32 Whenever an employee reports a condition which the employee feels represents a
33 violation of safety or health rules and regulations or which is an unreasonable hazard to
34 persons or property, such conditions shall be promptly investigated. The appropriate
35 administrator shall reply to the concern, in writing, within fourteen (14) days of the
36 employee's report receipt, if the employee's concern is communicated in writing. If a
37 condition clearly presents a risk of serious physical harm, and the employee has
38 brought the condition to the university's attention, the employee may perform their
39 assignment, in consultation with their supervisor, in another location until a final report
40 is issued and the condition has remediated, if required.

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42 **21.321.4 Limitation on Personal Liability.**

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

48 (b) For information purposes, the following pertinent language of Section 768.28(9),

49 Florida Statutes, is reproduced herein.

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

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58 **21.5 Travel Advances.** The University will, to the extent permitted by State law and
59 rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted
60 expenses for authorized travel ~~of longer than five (5) consecutive days.~~

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62 **21.6 Working Papers Rights.** Consistent with law, the provisions of Article 18, and the
63 legitimate interests of the University, employees shall have the right to control of their
64 personal correspondence, notes, raw data, and other working papers.

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66 **21.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187,
67 Florida Statutes, provides protection to whistleblowers and delineates their rights and
68 responsibilities.

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70 **21.8 Copies of the Agreement.** The University shall provide the UFF with 250 copies
71 of the ratified Agreement and shall provide a link to the document to each existing
72 employee. In addition, the University shall make available an electronic copy of the
73 ratified Agreement and all Supplements to the UFF.

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75 **21.9 Instructions.** The university shall provide instructions to employees regarding
76 their responsibility for maintaining copies of emails in order to comply with the "Public
77 Records Act," Chapter 119, Florida Statutes.

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79 **21.10 Parking.** The University will provide parking facilities at each University owned or
80 leased facility. Parking rates shall not increase for an academic year if an across the
81 board ~~paysalary~~ increase as defined in Article 23 did not occur. If parking rates are
82 increased, the % increase shall not be greater than the across the board % increase as
83 listed in Article 23.