

1 ARTICLE 21

2 **OTHER EMPLOYEE RIGHTS**

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4 **21.1 Professional Meetings.**

5 Employees should be encouraged to and may, with the approval of the supervisor, attend  
6 and/or make presentations at professional meetings, conferences, **workshops**, and  
7 activities. Subject to the availability of funds, the employee's expenses in connection with  
8 such meetings, conferences, **workshops**, or activities shall be reimbursed in accordance  
9 with the applicable provisions of State law and rules and regulations having the force and  
10 effect of law.

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13 **21.21.2 Office Space.** Each employee shall be provided with office space that may  
14 be on a shared basis when appropriate individual office space is unavailable. The parties  
15 recognize the desirability of providing each employee with enclosed office space with a  
16 door lock, air conditioning/heating, office equipment commensurate with assigned  
17 responsibilities, and ready access to a telephone, computer and the Internet. When an  
18 employee reports in writing to his or her supervisor a condition which the employee feels  
19 represents the lack of one or more of the preceding provisions, the supervisor shall reply  
20 to the concern, in writing, within fourteen days of receipt. Each employee shall, consistent  
21 with building security, have reasonable access to the employee's office space and  
22 laboratories, studios, music rooms, and the like used in connection with assigned  
23 responsibilities; this provision may require that campus security provide access on an  
24 individual basis. Before an employee's office location is changed, or before there is a  
25 substantial alteration to an employee's office to a degree that impedes the employee's  
26 work effectiveness, the affected employee shall be notified, if practicable, at least 21  
27 days prior to such change.

28 **21.221.3 Safe Working Conditions.**

29 The University and UFF are committed to maintaining productive and efficient institutional  
30 operation in safe and healthy working conditions.

31 (a) Whenever an employee reports a **work** condition which the employee feels represents  
32 a violation of safety or health rules and regulations or which is an unreasonable hazard to  
33 persons or property, such conditions shall be promptly investigated. The appropriate  
34 administrator shall reply to the concern, in writing, within fourteen (14) days of **the**  
35 **employee's report receipt, if the employee's concern is communicated in writing.**

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37 (b) If there a local, state, or federal emergency is declared and the University  
38 convenes an emergency response committee(s) to address the emergency, UFF  
39 shall appointment an individual to serve as a representative on such committee(s).

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41 (c) An employee may request to their supervisor and shall be unreasonably denied an  
42 alternate assignment or assignment location in accordance with Article 9 when  
43 working conditions no longer provide a safe and healthy environment.

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47 **21.321.4 Limitation on Personal Liability.**

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

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

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56 *No officer, employee, or agent of the state or any of its subdivisions shall be held*  
57 *personally liable in tort or named as a party defendant in any action for any injury or*  
58 *damage suffered as a result of any act, event, or omission of action in the scope of his or*  
59 *her employment or function, unless such officer, employee, or agent acted in bad faith or*  
60 *with malicious purpose or in a manner exhibiting wanton and willful disregard of human*  
61 *rights, safety or property.*  
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63 **21.5 Travel Advances.** The University will, to the extent permitted by State law and  
64 rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted  
65 expenses for authorized travel of longer than five (5) consecutive days.  
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67 **21.6 Working Papers Rights.** Consistent with law, the provisions of Article 18, and the  
68 legitimate interests of the University, employees shall have the right to control of their  
69 personal correspondence, notes, raw data, and other working papers.  
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71 **21.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187,  
72 Florida Statutes, provides protection to whistleblowers and delineates their rights and  
73 responsibilities.  
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75 **21.8 Copies of the Agreement.** The University shall provide the UFF with 250 copies  
76 of the ratified Agreement and shall provide a link to the document to each existing  
77 employee. In addition, the University shall make available an electronic copy of the  
78 ratified Agreement and all Supplements to the UFF.  
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80 **21.9 Instructions.** The university shall provide instructions to employees regarding  
81 their responsibility for maintaining copies of emails in order to comply with the "Public  
82 Records Act," Chapter 119, Florida Statutes.  
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