

**ARTICLE 21****OTHER EMPLOYEE RIGHTS**

**21.1 Professional Meetings.** Employees should be encouraged to and may, with the approval of the supervisor, attend and/or make presentations at professional meetings, conferences, workshops and activities. 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.

**21.2 Office Space.** Each employee shall be provided with office space that may be on a shared basis when appropriate individual office space is unavailable. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, air conditioning/heating, office equipment commensurate with assigned responsibilities, and ready access to a telephone, computer and the Internet. When an employee reports in writing to his or her supervisor a condition which the employee feels 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. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location 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 21 days prior to such change.

**21.3 Safe Conditions.** Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, within fourteen days of receipt, if the employee's concern is communicated in writing.

**21.4 Limitation on Personal Liability.**

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

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

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

**Commented [CP1]:** UFF proposed adding the word "workshops" to this section. During the meeting, UFF stated that workshops are more hands-on but also count as professional meetings. The stated intent is to add this activity that involves improving the discipline. BOT accepts this explanation and the addition of this word.

**Commented [CP2]:** UFF added language to this section – BOT did not accept undefined and additional language. UFF added a mandatory obligation to provide funding to each employee (at a cost of at least \$2.5million); in both places, BOT prefers status quo language. Proposed UFF language not accepted.

**Commented [CP3]:** UFF proposed deleting "if practicable" – BOT explained that it is mostly possible to provide the notification within that 21 day time period, but an emergency situation may result in a shortening of that time, therefore chooses to retain the status quo language to address that concern.

**Commented [CP4]:** UFF proposed new language in this section; BOT prefers status quo language for this little-used section.

48 **21.5 Travel Advances.** The University will, to the extent permitted by State law and rule,  
49 provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses  
50 for authorized travel of longer than five (5) consecutive days.

**Commented [CP5]:** UFF moved this section and changed the language; BOT explained there were restrictions and could not agree to proposed language change. Status quo language remains in the BOT proposal

52 **21.6 Working Papers Rights.** Consistent with law, the provisions of Article 18, and the  
53 legitimate interests of the University, employees shall have the right to control of their  
54 personal correspondence, notes, raw data, and other working papers.

56 **21.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187,  
57 Florida Statutes, provides protection to whistleblowers and delineates their rights and  
58 responsibilities.

60 **21.8 Copies of the Agreement.** The University shall provide the UFF with 250 copies of  
61 the ratified Agreement and shall provide a link to the document to each existing employee.  
62 In addition, the University shall make available an electronic copy of the ratified Agreement  
63 and all Supplements to the UFF.

65 **21.9 Instructions.** The university shall provide instructions to employees regarding their  
66 responsibility for maintaining copies of emails in order to comply with the "Public Records  
67 Act," Chapter 119, Florida Statutes.

**Commented [CP6]:** UFF proposed two additional sections at the end of this document; the BOT is not currently considering adding additional sections to this Article.