

## 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]:** Word "workshops" accepted by both parties.

**Commented [CP2]:** Proposed UFF language from 5/12 not accepted. "Permission to attend and/or make presentations at professional meetings, conferences, workshops, and activities shall not be unreasonably denied." The first sentence adequately covers this situation. SQ preferred.

**Commented [CP3]:** The UFF proposes to insert "and laboratory" before the word "equipment." I don't see how we can do that. SQ preferred.

**Commented [CP4]:** UFF language removes "if practicable and states: "The notice period may be shorter if mutually agreed to in writing by UFF and the University." SQ preferred.

**Commented [CP5]:** UFF proposed new language in this section; BOT prefers status quo language for this little-used section.

**Commented [CP6]:** BOT prefers SQ language

UFF proposes to delete this language and replace it with "...the employee's report. If a condition clearly presents a risk of serious physical harm, and the employee has brought the condition to the university's attention, the employee may perform their assignment, in consultation with their supervisor, in another location until a final report is issued and the condition has remediated, if required." SQ preferred.

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 [CP7]:** UFF 5/12 proposed to strike this language – not accepted. SQ preferred.

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 [CP8]:** UFF 5/12 proposed an additional section at the end of this document; the BOT is not currently considering adding additional sections to this Article.