

1 *Article 21*  
2 ***OTHER FACULTY RIGHTS***

3 21.1 Professional Meetings. Faculty members should be encouraged to and may, with the approval of the  
4 supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the  
5 faculty member's expenses in connection with such meetings, conferences, or activities shall be reimbursed in  
6 accordance with the applicable provisions of state law and rules and regulations having the force and effect of  
7 law.

8 21.2 Office Space. Each faculty member shall be provided with office space which may be on a shared basis.  
9 The parties recognize the desirability of providing each faculty member with enclosed office space with a door  
10 lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each faculty  
11 member shall, consistent with building security, have reasonable access to the faculty member's office space and  
12 laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision  
13 may require that campus security provide access on an individual basis. Before a faculty member's office location  
14 is changed, or before there is a substantial alteration to a faculty member's office to a degree that impedes the  
15 faculty member's work effectiveness, the affected faculty member shall be notified, if practicable, at least one  
16 (1) month prior to such change.

17 21.3 Safe Conditions. Faculty members' safety while performing their jobs is important.

18 (a) Whenever a faculty member reports a condition which the faculty member feels represents a violation  
19 of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions  
20 shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the faculty  
21 member's concern is communicated in writing.

22 (b) Campus buildings shall be regularly inspected to ensure the safety of students, faculty, and staff. and the  
23 results posted to an FSU Building Safety website.

24  
25 (1) Buildings ~~When possible, a~~ Air handling units shall be equipped with high-efficiency filters that will be  
26 replaced ~~capable of filtering out 95 percent or more particles of all sizes. Filters will be changed out in~~  
27 accordance with ~~according to~~ manufacturer's ~~directions~~ inspected and replaced if necessary every three  
28 months.

29 (2) Buildings shall be inspected for radon according to best practices. Faculty shall be notified and  
30 appropriate remediation taken if the reading falls above the EPA ~~Action~~ Level of 4pCi/L. For any  
31 building in which a previous test result has detected a radon measurement ~~above the EPA Action~~  
32 Level of greater than 4pCi/L, a test shall be conducted in the area of the previous detection on an annual  
33 basis.

34 (3) Buildings shall be inspected for mold and other biological hazards every ~~two~~ four years, and if it is  
35 found, faculty shall be notified and the problem remediated.

36 ~~(c)~~ The University shall take reasonable precautions to ensure faculty safety from armed aggressors.

37 21.4 Limitation on Personal Liability.

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

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

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

12 21.5 Travel Advances. The University will, to the extent permitted by state law and rule, provide travel  
13 advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than  
14 five (5) consecutive days.

15 21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, and the legitimate interests of  
16 the University, faculty members shall have the right to control of their personal correspondence, notes, raw data,  
17 and other working papers.

18 21.7 Protection for Whistleblowers. Faculty members are notified that Section 112.3187, Florida Statutes,  
19 provides protection to whistleblowers and delineates their rights and responsibilities.

20 21.8 If a faculty member is given a letter of counsel or similar document, they have the right to attach a response.

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