

## ARTICLE 17

### *Working Conditions*

#### 17.1 Nondiscrimination

17.1.1 Neither the UA Administration~~University~~ nor United Academics shall discriminate on the basis of United Academics related activity.

17.1.2 A UNAC member shall have the right to use the Board of Regents Policy and Regulation 4.0 General Personnel Policies or any external administrative agency dispute procedures should an allegation regarding illegal discrimination arise.

#### 17.2 Health and Safety

The UA Administration and United Academics will meet and confer on health and safety concerns of UNAC members.

17.2.1 Employees shall normally have free access to their workplace 24h and 365 days including access for disabled persons, e.g., as needed for academic inquiry, workload tasks, field work, teaching, media interviews and international phone conferences.

17.2.~~2~~<sup>4</sup> It shall be the policy of the UA Administration~~University~~ that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The UA Administration~~University~~ is committed to providing a safe and healthful working environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall participate in all required safety and accident prevention programs and trainings. The UA Administration~~University~~ agrees to abide by all relevant required local, state and federal safety and health standards, and no UNAC member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

17.2.~~3~~<sup>2</sup> Any UNAC member who is injured or who is involved in an accident during the course of ~~their his or her~~ employment, no matter how slight the injury, shall file an accident report with ~~their his/her~~ dean or director, or designee, prior to the end of the workday or as soon as possible after the injury or accident.

17.2.4 The UA Administration shall assign individual office space in a fair, fully transparent, equitable and nondiscriminatory manner which supports UNAC members' ability to meet the entire workload expectations.

17.2.~~5~~<sup>3</sup> The UA Administration~~University~~ agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such

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assessments shall be reported to the UNAC member(s) who reported the conditions and to United Academics.

17.2.64 The UA AdministrationUniversity will make available to UNAC members all information as required by local, state, and federal law dealing with occupational safety and health.

17.2.75 The UA AdministrationUniversity shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. UNAC members agree to use such equipment properly and as directed by the UA AdministrationUniversity to prevent injury and accidents.

17.2.86 A UNAC member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.

17.2.9 In case of a public health or safety emergency, such as the COVID-19 pandemic, UNAC and UA Administration will work jointly to address said emergency.

17.2.10 The UA Administration shall provide a safe and healthful working environment for all of its employees at all university facilities following OSHA requirements.

### 17.3 Other Required Training

UNAC members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).

### 17.4 UNAC Member Hours

UNAC members shall maintain hours that meet the teaching, research and service responsibilities of their assigned workload and other university obligations. UNAC members shall establish, post, and maintain reasonable office hours (either in person or virtual) that provide for student contact and that meet the educational and programmatic needs of the University. The UNAC member's scheduled office hours shall be submitted to and approved by the UNAC member's dean, director, or designee.

The UA Administration and United Academics recognize that faculty have historically performed a substantial amount of their work at home or outside university facilities. If a member's work can be completed remotely, the members shall have the right and opportunity to work remotely if they choose to do so. If the member's work can be completed partially remotely, the members shall have the right and opportunity to work partially remotely.

United Academics and the UA Administration agree that university employees should work in the state of Alaska under normal conditions. Faculty performing all of their workload duties outside the State of Alaska may need a telework agreement.

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### 17.5 Faculty Offices

~~The UA AdministrationUniversity~~ shall assign individual office space in a fair and nondiscriminatory manner which supports UNAC members' ability to meet the entire workload expectations.

UNAC employees are entitled to have their office technology updated and/or replaced on a regular basis, e.g., every 2-3 years.

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### 17.6 Assignments Requiring Travel or Use of Personal Vehicle

17.6.1 UNAC members incurring expenses while traveling on ~~u~~University business shall be reimbursed in accordance with applicable provisions of University Regulation 05.02.06.

17.6.2 UNAC members shall be eligible for reimbursement of mileage expenses incurred while using a personal vehicle on ~~u~~University business. Reimbursement for vehicle transportation expenses shall be limited to the lower of commercial airfare or the standard vehicle mileage rate allowable for federal income tax purposes.

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### 17.7 Relocation

UNAC members who are transferred by the ~~UA AdministrationUniversity~~ to a work location more than ~~thirty (30)~~60-miles from the current work location shall be reimbursed for moving expenses in an amount up to ~~one-three~~ month's salary at the UNAC member's current rate of pay. Exceptions shall be as provided in University Regulation 05.02.06. The ~~UA AdministrationUniversity~~ shall give at least six (6) months' advance notice to any UNAC member whom it intends to transfer.

### 17.8 Outside Activities

17.8.1 UNAC Members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a UNAC member by the MAU human resources office or statewide office of human resources.

17.8.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the UNAC member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services

Outside activities which cumulatively do not exceed 10 hours per week should be presumed not to take time away from the employee's official duties inordinately, unless the work supervisor submits a memo to the designated ethics supervisor explaining why the outside

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activity is likely to compromise the amount or quality of the employee's participation in the work for which the employee was hired.

Outside activities which cumulatively exceed 10 hours per week may be approved if the employee and work supervisor agree that the proposed time commitment will not substantially interfere with the performance of the employee's regular duties, provided that, for full-time UA employees, the outside activity cannot entail or exceed 27.5 hours per week on a regular basis.

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