

## ARTICLE 17

### *Working Conditions*

#### 17.1 Nondiscrimination

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

17.1.2 A UNAC bargaining unit member shall have the right to use the Board of Regents Policy and University Regulation 04.20 General Personnel Policies or any external administrative agency dispute procedures should an allegation regarding illegal discrimination arise.

#### 17.2 Health and Safety

The University and United Academics will meet and confer in the event of a public health or safety emergency, such as the COVID-19 pandemic.

17.2.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents, and response to national or local health crises, are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees at all university facilities, following applicable requirements. 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 University agrees to abide by all relevant required local, state and federal safety and health standards, and no UNAC bargaining unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

17.2.2 Any UNAC bargaining unit 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.

17.2.3 The University agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the UNAC bargaining unit member(s) who reported the conditions and to United Academics.

17.2.4 The University will make available to UNAC bargaining unit members all information as required by local, state, and federal law dealing with occupational safety and health. The University will make available to bargaining unit members information

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regarding national or local health crises that may impact the University workplace.

17.2.5 The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. ~~UNAC~~ Bargaining unit members agree to use such equipment properly and as directed by the University to prevent injury and accidents.

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

### 17.3 Other Required Training

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

### 17.4 ~~UNAC~~ Bargaining Unit Member Hours

~~UNAC~~ Bargaining unit members shall maintain hours that meet the teaching, research/creative activity and service responsibilities of their assigned workload and other ~~u~~University obligations. ~~UNAC~~ Bargaining unit 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~~ bargaining unit member's scheduled office hours shall be submitted to and approved by the ~~UNAC~~ bargaining unit member's dean, director, or designee.

The University and United Academics recognize that bargaining unit members have historically performed a substantial amount of their work at home or outside university facilities. Bargaining unit members performing all of their workload duties outside the State of Alaska may need a remote work agreement.

### 17.5 Faculty Offices and Office Technology

University shall assign individual office space and provide office technology in a fair and nondiscriminatory manner which supports ~~UNAC~~ bargaining unit members' ability to meet the entire workload expectations.

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

17.6.1 ~~UNAC~~ Bargaining unit members incurring expenses while traveling on ~~u~~University business shall be reimbursed in accordance with applicable provisions of University Regulation 05.02.060.

17.6.2 ~~UNAC~~ Bargaining unit 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

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commercial airfare or the standard vehicle mileage rate allowable for federal income tax purposes.

### 17.7 Relocation

~~UNAC~~ Bargaining unit members who are transferred by the University to a work location more than sixty (60) miles from the current work location shall be reimbursed for moving expenses in an amount up to one (1) month's salary at the ~~UNAC~~ bargaining unit member's current rate of pay. Exceptions shall be as provided in University Regulation 05.02.060. The University shall give at least six (6) months' advance notice to any ~~UNAC~~ bargaining unit member whom it intends to transfer.

### 17.8 Outside Activities

17.8.1 ~~UNAC~~ bargaining unit ~~M~~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~~ bargaining unit member by the ~~MAU human resources office or statewide~~ Office of ~~h~~Human ~~r~~Resources.

17.8.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the ~~UNAC~~ bargaining unit 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. ~~In reviewing outside activities, deans, directors, or their designee will consider whether outside activities are required for certification, training, licensure or other professional requirements mandated by licensing bodies to perform academic duties.~~