

ARTICLE 15
Working Conditions

15.1 Health and Safety

15.11 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 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. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

15.12 Any unit member who is injured or who is involved in an accident during the course of his or her employment, no matter how slight the injury, shall file an accident report with his/her Dean or Director, or their designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.

15.13 Upon request of United Academic-Adjuncts, the University agrees to assess any good faith allegations of 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 unit member(s) who reported the conditions and to United Academic-Adjuncts. The undertaking shall not increase liability.

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

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

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

15.2 Outside Activities

15.21 Unit 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 unit member must provide a completed statement of

outside activities. A copy of the Alaska Executive Branch Ethics Act and other information regarding the Act is available at <http://www.alaska.edu/labor/indexes/ethics.html>

15.22 Outside activities means work or activities which are not within the scope of the adjunct employment duties of the 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 adjunct University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services.

15.3 Office Space

15.31 The parties recognize that it is common for the demand for office and work space to exceed supply. Where space is not used for other purposes, the university may provide adjunct faculty with access to office or workspace. When an adjunct faculty member must engage a student in a conversation made confidential by law, the University will provide an appropriate space for that conversation.

15.4 Professionalization of the Working Relationship

Representatives from: the Union; up to three Bargaining Unit Members selected by the Union; Labor Relations; and Human Resources will meet at least twice each academic year to address issues of professionalism in the working relationships between Bargaining Unit Members and the University. The meetings may be held by teleconference. These meetings will serve as a basis for enhancing professional treatment of adjuncts and of recognizing and facilitating their professional contribution to the University. The meetings are not intended to address issues of contract interpretation, or to be a necessary part of or to substitute for the dispute resolution provisions of this Agreement. Similarly, these meetings are not negotiations and neither party is obligated pursuant to this paragraph to negotiate issues of professionalism.