Article X Working Conditions
AGWA Counterproposal 2
Presented 3/28/24

ARTICLE X
Working Conditions

X.1 Nondiscrimination

X.1.1 Neither the University nor the Union shall discriminate on the basis of Union related activity.

X.1.2 A bargaining unit member shall have the right to use the Board of Regents Policy and University Regulation 04.02. General Personnel Policies or any external administrative agency dispute procedures should an allegation regarding legally prohibited discrimination arise.

X.2 Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that all employees should be free from everyday exchanges—including words and actions—that denigrate, interfere, intimidate, or exclude individuals based on their membership in a group or class. The parties agree that such inappropriate behavior in the workplace does not further the University's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. Inappropriate workplace behavior by GWs, Faculty, supervisors and/or managers, taking into account power imbalances, will not be tolerated.

~~X.2 Professional and Ethical Standards~~

~~The University and the Union are committed to maintaining accepted standards of civility and professionalism.~~

~~Bargaining unit members have a responsibility to maintain high standards of professional and ethical performance and conduct.~~

X.3 Preferred Name and Pronoun Usage. The University shall use a bargaining unit member's preferred name and pronouns on all work-related websites, communications, directories, course catalogs, etc. where the University is not legally mandated to do otherwise.

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X.4 Health and Safety

X.4.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, 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 bargaining unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

X.4.2 Any bargaining unit member who is injured or who is involved in an accident during the course of employment, no matter how slight the injury, shall file an accident report with their supervisor or designee or designated reporting system, prior to the end of the workday or as soon as possible after the injury or accident.

X.4.3 The University agrees to assess any unsafe or unhealthy working conditions in a timely manner and will take remedial actions it determines to be appropriate. Results of such assessments shall be reported to the bargaining unit member(s) who reported the conditions and to the Union.

X.4.4 The University will make available to bargaining unit members all information required by local, state, and federal law dealing with occupational safety and health. The University will make available to bargaining unit members information regarding national or local health crises that may impact the University workplace.

X.4.5 The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. Bargaining unit members agree to use such equipment properly and as directed by the University to prevent injury and accidents.

X.5 Training

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

Bargaining unit members shall receive training necessary to complete their job duties, within the bargaining unit member’s work week expectations, at no additional cost to the bargaining unit member.

X.6 Workspace and Technology

X.6.1 The University will ~~strive to~~ make available access to workspace, desk space, facilities, equipment, materials, internet access, distribution of business mail in the normal manner, and other network services required to perform assigned job duties. This section is not intended to take the place of a remote work agreement. A bargaining unit member who is required and authorized to purchase materials, equipment, or services must do so in compliance with University procurement procedures.

X.6.2 If there's a need to move a bargaining unit member's work location or substantially alter their workspace, the affected bargaining unit member shall be notified as soon as practicable. If a bargaining unit member is expected to resume use of their original workspace, they will be notified as soon as practicable.

X.7 Assignments Requiring Travel or Use of Personal Vehicle

X.7.1 Bargaining unit members who are required and authorized to travel as part of their job duties will be reimbursed in accordance with applicable provisions of University Policies and Regulations, including mileage (when applicable), as may be amended.

X.7.2 Bargaining unit members assigned to non-routine activities shall be given written notice as soon as practicable.

X.8 Outside Activities

X.8.1 Bargaining 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 copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a bargaining unit member by the Office of Human Resources.

X.8.2 Outside activities means work or activities which are not within the scope of the appointment of the 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.