

ARTICLE XXIV

BARGAINING UNIT MEMBER SAFETY

1 The District and Association agree that it is in the best interest of all parties to provide safe and
2 secure campuses for students, staff and community. The District and Association are jointly
3 committed to maintaining a safe work place for students and staff. The District and Association
4 encourage positive communication and discourage actions that impede a positive educational
5 environment. All employees shall reasonably be alert to unsafe practices, equipment and
6 conditions.

7 8 I. Assaults on Employees

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10 Certificated employees shall, immediately and in writing, report cases of assault, threatened
11 assault, or sexual harassment suffered by them in connection with their employment. Such
12 reports will be investigated and appropriate action taken. Such reports will be held
13 confidential.

14 15 II. Safe Working Conditions

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17 A. The District will provide appropriate bargaining unit members information regarding
18 students as required by Education Code section 49079. Such information shall be provided
19 within five (5) working days from when the information was known. The information
20 provided shall be limited to the previous three (3) school years. Any information received
21 by a bargaining unit member pursuant to Education Code section 49079 shall be received
22 in confidence for the limited purpose for which it was provided and shall not be further
23 disseminated.

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25 B. Bargaining unit members shall not be required to work in unsafe conditions or to perform
26 tasks that endanger their health, safety or wellbeing.

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28 C. Upon notification, the District shall initiate an investigation of an unsafe or hazardous
29 condition within three (3) school days. As soon as possible, the District shall eliminate or
30 correct any unsafe or hazardous condition.

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32 D. Any certificated employee who observes a working condition that he/she believes to be
33 unsafe or unhealthy, shall report such condition in writing (including e-mail), including the
34 reasons for believing it to be unsafe or unhealthy to his/her immediate supervisor. The
35 priority of the District shall be to investigate and remedy health and safety items. If
36 necessary and available, an alternate workspace shall be offered until repairs are
37 completed.

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39 E. Employees will follow all safety directives of the District. Employees will attend or will
40 be compensated to attend any required trainings that are part of the essential functions of
41 their primary job responsibilities.
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- 1 F. An employee shall not be required to transport pupils in his/her vehicle, unless
2 necessitated by emergency circumstances.
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- 4 G. The District has confidence in the professional ethics of certificated employees. The
5 Association has confidence in the professional ethics of managers and supervisors. To
6 this end, the parties are committed to reporting and investigating complaints or charges to
7 protect the legitimate interests of all parties, including community trust.
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- 9 H. Both bargaining unit members and administration will adhere to and enforce Education
10 Code section 48910, the teacher's right to suspend from the classroom.
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- 12 I. The District shall strive towards ensuring each of the following:
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- 14 a. Every classroom having properly conditioned air, working telephone, internet
15 access and occupant load sign.
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 - 17 b. Providing every classroom door with a lock that can be safely locked from the
18 interior. The District and Association acknowledge the unique configuration at
19 school sites and therefore shall consult in the event there is a disagreement
20 regarding the designation of a classroom.
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 - 22 c. Making all bell codes for fire, lockdown, earthquake, etc. uniform across the
23 District.
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 - 25 d. Making a good faith effort to offer, upon request, communication devices as
26 needed to ensure student safety and member safety during extra duty assignments.