

## ARTICLE XIV- SAFETY CONDITIONS OF EMPLOYMENT

- 14.1 Unit members shall report to their immediate administrator any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at anytime or place in any way related to school activity. Unit members shall complete reports as required by the District relating to such incidents and shall be notified of the action taken.
- 14.2 The District acknowledges reasonable responsibility for the safety of its unit members as stipulated in the Education Code, State and Federal Law. As they become aware of unsafe conditions, unit members shall be responsible for submitting written recommendations to the District regarding the maintenance of safety working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs. No unit member shall be required to utilize equipment or continue to utilize equipment which poses a clear safety hazard to that unit member or others. Safety devices provided by the District shall be worn or used by the unit members.
- 14.3 The District shall appoint a District Civil Disaster and School Safety Director. The Association President or designee may meet with said Director upon request to discuss matters of concern to unit member's safety. Individual school Safety Committees shall include a unit representative. The District shall post appropriate safety rules for unit members.
- 14.4 In the event a unit member is injured in the performance of his or her regular assignment, or District sponsored activity, a State Compensation Insurance Fund Report of Industrial Injury must be completed and filed with the school secretary within twenty-four (24) hours.
- 14.5 There shall be a District Safety Committee composed of three members appointed by the District and three members appointed by BHEA. The Committee shall meet at least three times per year or as needed to review specific issues concerning compliance with safe working conditions and/or District safety rules. Unit members on the committee will be released from duty without losses of pay for meetings held during their regular work hours. In addition, the Maintenance and Operations Director shall meet with the Maintenance Department, upon request of either party, as the need arises and at a time convenient to each party to maintain appropriate safety rules and to discuss safety problems.
- 14.6 Unit members who work at night shall be given the number of an operative telephone night line, in order to receive emergency telephone calls.
- 14.7 No bargaining unit member shall be required to work with asbestos or in areas where asbestos is friable. The District shall remove and/or encapsulate asbestos in work areas.
- 14.8 Bargaining unit members shall have the right and the duty to report any unsafe condition, facility, or equipment within the unit member's knowledge to their immediate supervisor who shall submit the report to the maintenance department.

- 14.9 REPAIR AND REPLACE PERSONAL PROPERTY: The district shall provide for paying the costs of replacing or repairing property of a unit member used by the unit member for purposes when such property is damaged while housed on the school site or on District initiated business, or if such property is stolen from the school site or while on District initiated business by robbery or theft on the following basis:
- 14.9.1 The unit member shall complete a form and determine with the principal the value of the property before it is brought to the site.
  - 14.9.2 The property is used by the owner for no more than twenty (20) working days after the form is completed.
  - 14.9.3 The first one hundred dollars (\$100) of value is deductible. The District shall pay up to two hundred fifty dollars (\$500) of the cost after the one hundred dollar (\$100) deductible.
  - 14.9.4 Any funds the unit member recovers from personal insurance shall be deducted from the amount the District has agreed to pay, after the five hundred dollar (\$500) deductible has been recovered by the unit member.
- 14.10 UNSAFE SCHOOL SITE: Unit members shall not be required to stay on site when there is danger to the unit member's health or safety. The District in such cases may re-assign or temporarily transfer the unit member to another job or work location until the recognizable danger has been corrected.
- 14.11 When a unit member is placed in a position that requires the unit member to operate office equipment that the unit member has never operated before, the District shall provide appropriate instruction regarding the safe operation of the equipment.