

Contract Modifications Effective

January 25, 2008

New Agreed Upon Language
(Re-0)

ARTICLE IX

Safety Conditions of Employment

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- A. The District shall be responsible for providing and maintaining buildings/facilities for unit members consistent with state health and safety regulations.
- B. Employees shall report potentially unsafe or existent unsafe conditions of the physical building/facility in writing to their immediate manager.
- C. The site manager or his/her designee shall investigate physical conditions at the site which are alleged in writing to be unsafe or hazardous. When the manager determines that an unsafe or hazardous physical condition exists, he/she shall take reasonable steps to temporarily prevent accidents and shall within forty-eight (48) hours also take action he/she deems necessary to correct the condition. Upon request, the unit member will be notified of the status of the repair.
- D. Employees shall be responsible for complying with published District safety standards applicable to each employee's job responsibility and for practicing basic safety measures. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees through site safety committees.
- E. When conditions constitute an obvious and immediate danger to the physical well-being of the employee and/or students for whom the employee is responsible, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem.
- F. The District acknowledges the employee's statutory authority to exercise physical control of pupils as per Education Code, Section 44807, and to suspend pupils as per Education Code, Section 48900 et seq., and in compliance with District guidance and discipline codes.
- G. Employees shall immediately report serious threat of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment to their immediate manager to submit the appropriate district form. All such reports shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the employee, he/she must file a separate complaint. The District recommends that employees file such complaints with the police.
 - 1. As provided in Education Code, Section 44807, any certificated employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 1 same degree of physical control over a pupil that a parent would be legally
2 privileged to exercise but which in no event shall exceed the amount of
3 physical control reasonably necessary to maintain order, protect property,
4 protect the health and safety of pupils and employees, or to maintain proper
5 and appropriate conditions conducive to learning.
6
- 7 2. As provided in Education Code, Section 35208 (2), the District shall insure
8 against the personal liability of the members of the Board and of the officers
9 and employees of the District for damage for death, injury to a person, or
10 damage or loss of property caused by negligent act or omission of the
11 member, officer, or employee when acting within the scope of his office of
12 employment.
13
- 14 3. Any employee who has suffered physical or psychological harm due to threat
15 of or actual assault, when acting within the scope of employment, should
16 contact the Risk Management Branch for details of District-provided
17 assistance; i.e., workers' compensation benefits, EASE, liability insurance, or
18 other applicable benefits.
19
- 20 An employee who files a written report of injury or assault may either send a
21 copy of the report to TALB or, upon request, the District will forward a copy
22 to TALB.
23
- 24 H. The District agrees to meet the requirements of Education Code, Section 35208
25 relative to liability insurance and to communicate to employees on the subject within
26 the first four (4) weeks of each work year.
27
- 28 I. The District shall compensate a bargaining unit employee for loss or damage to
29 personal clothing or personal property as defined in Labor Code, section 3208,
30 arising from an accident while acting within the scope of his/her employment.
31 Claims for compensation must be submitted to the Chief Business and Financial
32 Officer on the appropriate form for approval.
33
- 34 1. The District shall provide for the reimbursement to employees for the loss or
35 destruction, or damage by arson, burglary or vandalism of personal property
36 used in the schools of the District, as follows:
37
- 38 a. Reimbursement shall be made only when approval for the use of the
39 personal property in the schools was given before the property was
40 brought to school and when the value of the property was agreed upon
41 by the employee bringing the property and the school administrator or
42 person appointed by the administrator for this purpose at the time the
43 approval for its use was given.
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- 45 b. When granted, such approval and agreed-upon value shall be in
46 writing.

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

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- c. Reimbursement for non-insured value shall be limited to a maximum of \$200 per employee per year.
- d. It is the employee’s responsibility to provide reasonable precautions and security for the approved item(s).

2. The District shall provide for the reimbursement of any employee’s watch and other jewelry that was damaged or destroyed as a result of an assault or intervention in a fight while acting within the scope of employment. Reimbursement will be limited to a maximum of \$200.

J. Written District guidance and discipline codes and due process provisions normally will be distributed to and/or reviewed with employees at the first staff meeting of the school year but no later than the end of the fourth week of the school year. Employees shall be responsible for being familiar with these provisions, including the appropriate application of due process for students.

K. When the site administrator has been officially notified that the court has authorized the release of information and such release of information does not violate the legal rights of the individual student, the teacher shall be informed of any student placed in his/her class who has been convicted of a violent crime. The teacher is responsible for maintaining such information in strict confidence.

Pursuant to Education Code Section 49079, the District shall notify the teacher of each pupil who, within the preceding three years, has engaged in acts which violated any of the subdivisions of Education Code section 48900, except for subdivision (h), 48900.2, 48900.3, 48900.4 or 48900.7, or that the pupil is reasonably suspected to have engaged in such acts; provided the District has written records of such conduct which it either maintains in the ordinary course of business or which it has received from law enforcement. Any information received by the teacher under this section shall be maintained in confidence, used only for the limited purpose for which it was provided and shall not be further disseminated by the receiving teacher.

L. The District agrees to make available to employees information on the specific statutory provisions referred to in this Article.

M. Affected teachers shall be notified of extensive non-routine maintenance projects to be conducted at the school site. It is the intent of the parties that these projects will be scheduled to be as non-intrusive on the instructional program as is practical.

Operations schedules tree trimming, grass cutting and using blowers; copies of such schedule shall be posted in locations accessible to Bargaining Unit Members. [Note: Such schedules may be impacted by holidays, weather, equipment and emergencies.]

ARTICLE IX – SAFETY CONDITIONS OF EMPLOYMENT (continued)

1 N. It is not the intent of the District to require any non-medical unit member to perform
2 specialized health care services; e.g., tracheotomy care, catheterization, insulin
3 injections. If the District contemplates a change with respect to this issue, the
4 District and Association shall meet and negotiate the conditions under which such
5 services shall be performed.
6

7 O. With the exception of temporary malfunctions, all existing classrooms will have a
8 working intraschool phone or intercom. New classrooms will have intraschool
9 phones or intercoms installed as quickly as possible but no later than twelve (12)
10 months after the classroom is utilized for instruction. During the period when no
11 phone or intercom has been installed, classroom teachers shall be provided with cell
12 phones within a reasonable time.
13

14 In those situations in which students are instructed in non-traditional interior areas,
15 the teacher will have access to some type of device to ensure emergency
16 communication with the school office.
17

18 P. While on District business, in the event an employee's vehicle is damaged as a result
19 of vandalism, the District will reimburse the employee for the insurance deductible
20 payment in an amount not to exceed \$500 per incident.
21

22 The above is contingent upon all of the following:
23

24 1. The employee secures a police report regarding the vehicular vandalism
25 within twenty-four (24) hours of the incident.
26

27 2. The damaged vehicle was parked at an appropriate location in a legal manner
28 on or near school district property while the employee was required to be
29 engaged in District business.
30

31 3. The employee provides the Risk Management Branch with evidence of the
32 amount of insurance deductible payment actually made by the employee to
33 his/her insurance company.
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35 Q. **District Safety Committee: TALB may have the greater of three (3)**
36 **representatives on the committee or the number of representatives from any**
37 **non-certificated bargaining units(s). Release time will be provided for those**
38 **meetings scheduled during duty time.**
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