

DO to CUEA Counter Proposal
February 19, 2025
1:30pm

CUEA Contract Specialist

Michelle R. [Signature]
~~2.19.24~~ me
2.19.25

ARTICLE 10

SAFETY

[Signature]
Asst. Supt., Personnel
Services

10.1 The District shall make necessary provisions for safety so that unit members will not be required to work under unsafe conditions or perform tasks which endanger their health or safety during the hours of their employment.

2.19.25

10.2 Unit members shall perform their duties in a safe manner abiding by rules and regulations established by the District, shall use safety devices, and shall immediately report any accident or unsafe working condition or equipment to site administrator or designee.
~~appropriate personnel at the worksite.~~

10.2.1 Unit members who report an unsafe working condition shall receive a response ~~in a reasonable period of time~~ within twenty-four (24) hours of reporting.

10.2.2 If corrective action is required, the unit member shall be informed of the corrective action to be taken and an estimated time of completion.

10.2.3 A unit member shall be provided an alternate work environment until the corrective action is completed.

10.2.4 If no corrective action or response has been forthcoming within ten (10) days, the unit member may inform the principal of the school in writing and forward a copy to the Assistant Superintendent, Business Services and the Superintendent.

10.3 The District shall comply with ~~the all applicable provisions and regulations of the California State Occupational Safety and Health Act, specifically the provisions of the Heat Illness Prevention in Indoor and Outdoor Places of Employment (CA Code of Regulations, Title 8, Sec 3395 & 3396).~~ regulations within the general industry and construction industry (where applicable) standards, and Air Quality Management District (AQMD) regulations and guidelines.

10.3.1 ~~In the event that the temperature in an indoor workspace exceeds 82°, the unit member working in that space shall notify their site administrator and MOFT in writing. The District shall respond consistent with the provisions of 10.2. Indoor workspace temperatures shall not exceed 82°F.~~

10.3.2 ~~In the event that temperature control equipment fails and the workspace cannot be kept at or below 82°F, an alternate, compliant workspace will be provided.~~

10.3.3 ~~In the event that outdoor temperatures exceed 80°F, shade shall be provided. Shade shall be provided to outdoor workspaces upon request at temperatures lower than 80°F.~~

- 10.3.4 The District shall provide copies of ~~their~~ its written Indoor/Outdoor Heat Illness Prevention Plans to the Association no later than September 1 of each school year.
- 10.4 Conditions of indoor air quality shall be handled as an issue of classroom safety as outlined in 10.2.
- 10.4.1 Testing for such concerns shall be conducted within the prescribed time frame.
- 10.4.2 Results of such testing shall be provided to the unit member in writing at the same time it is provided to the site administrator or within five (5) working days of receipt by District personnel, whichever is shorter.
- 10.4.3 Follow up testing of the same space within twelve (12) months will be at the discretion of the District.
- 10.5 In case of vandalism or destruction of a unit member's classroom, they ~~he/she~~ shall be provided appropriate custodial assistance and reasonable release time to deal with the situation.
- 10.6 The District shall make every effort to protect bargaining unit members from loss of personal property while acting in the discharge of their duties. This effort shall include, but not be limited to, review of surveillance footage and interview of available witnesses when a unit member's property is ~~The District shall fully reimburse bargaining unit members for such losses resulting from any property being vandalized or stolen.~~
- 10.6.1 ~~Personal vehicles shall be covered under this section to the extent that damage or loss shall have occurred at the work site or within one eighth of a mile from the work site.~~
- 10.7 A teacher may suspend any student from the teacher's class for any of the acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following.
- 10.7.1 The teacher shall immediately report the suspension to the appropriate site administrator for implementation of appropriate actions as outlined in the Education Code, utilizing the District approved Teacher Suspension of a Student Form. (Appendix E, Forms)
- 10.7.2 Prior to the start of the next school day, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.
- 10.7.3 A school administrator shall attend the conference at the request of the teacher or parent.

- 10.8 The principal or designee shall notify a unit member upon the transfer of a student into the unit member's class when that student has been a discipline transfer, an expulsion transfer, and/or has previously caused harm to others and may be dangerous or abusive to the teacher or fellow students.
- 10.8.1 Such notification will occur as soon as practicable after the student is enrolled and shall be in writing or via electronic communication. (Appendix E, Forms)
- 10.9 Whenever a unit member is attacked, assaulted, or threatened in connection with their his/her employment on school property, the unit member shall immediately ~~report the incident to the principal or designee. The unit member shall~~ file a report with the site administrator. The unit member and the administrator shall ~~file a report with~~ report to the appropriate law enforcement agency.
- 10.9.1 ~~The District shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.~~
- 10.9.2 ~~The District shall pursue legal action against a pupil or the pupil's parent or guardian at the request of a unit member if the unit member's person or property is injured or damaged by the willful misconduct of the pupil which occurs during the course and scope of employment.~~
- 10.9.3 ~~When absence or disability arises out of or from assault, unit members shall suffer no loss in wages, benefits or leaves.~~
- 10.10 Each school site shall maintain first aid kits which shall include, but not be limited to, equipment and/or supplies designed to prevent the transmission of bloodborne pathogens; such kits shall be available in every unit member work area.
- 10.11 Each school site shall maintain a comprehensive school safety plan which includes detailed emergency preparedness procedures, and mass casualty emergency supplies. accessible to and transportable by district nursing staff.
- 10.11.1 ~~Such supplies shall include, but not be limited to: splints, bleed kits, trauma pads, CPR masks, and adequate water and sanitation equipment. The District shall meet annually with district nursing staff to determine the best practices, procedures, and supplies to handle such incidents.~~
- 10.12 Qualified and trained nurses shall be the only bargaining unit members required to provide and conduct necessary specialized physical healthcare procedures consistent with Education Code section 49423.5., including, but not limited to, dispensing medication, diapering, injections, suctioning, and head lice inspection.

- 10.12.1 ~~No other bargaining unit member shall be requested or required to perform such healthcare procedures.~~
- 10.13 The District shall annually provide a copy of its approved Workplace Violence Prevention Plan and the District's Illness and Injury Prevention Plan to all unit members no later than September 1 of each school year. This plan shall outline the precautions and reporting of instances of safe workplace that protects unit members from physical and emotional violence, sexual harassment, cyber attacks, stalking, bullying, and other abuse.
- 10.13.1 ~~This provision does not waive a unit member's right to other recourse through administrative agencies or courts and prior exhaustion of the grievance process is not required.~~
- 10.14 The District shall provide, at all worksites, designated staff/adult restrooms for the exclusive use of staff.
- 10.15 The district shall not use the name, image, voice, nor likeness of any unit member for any marketing, promotional, video, or other commercial context, without the express consent of the unit member.
- 10.16 On an annual basis, unit members may elect not to have their image posted on any official school or district website or social media account. This opt out election shall not apply to images captured at school or District events open and/or accessible to parents and families, the public, and/or the media. At the beginning of each school year, the District shall provide unit members with a form, which, in order to be effective, must be completed and returned to the Personnel Services Department by September 1. The unit member retains the right to use their name, image, likeness, voice, signature, and biographical information for any marketing, promotional, video, or other commercial context (CA Civil Code Sec 3344). Unit members may elect to give consent for the use of the above.
- 10.16.1 ~~The district must seek express consent to use any of the above in print, digital, website, or social media platforms.~~
- 10.17 Professional Adjunct responsibilities shall not include vehicular traffic control except to the extent it is necessary in connection with assisting students the direction of vehicular traffic off of school property. Unit members may assist students only in the safe utilization of designated crossing areas. The district will assume all liability for incidents arising from direction of traffic on school property.
- 10.18 Each classroom and work area shall have a telephone with an outside line. Offices and primary indoor work spaces shall have access to a telephone in close proximity. A radio monitored by the site central office shall be provided in work spaces where the installation of a phone is not feasible. Each unit member will have access to an emergency notification device, badge, telephone, or radio.