

Article 9 - Working Conditions

9.1 Safety Conditions of Employment

- 9.1.1 Physical standards of schools and other District facilities shall be maintained by the District in a manner so as to provide safe working conditions for members of the bargaining unit.
- 9.1.2 Bargaining unit members shall not be required to perform tasks which unduly endanger their health or physical safety.
- 9.1.3 A bargaining unit member who becomes aware of any condition which he or she considers to be a hazard to health or safety shall make a written report of the condition to the site administrator, who shall take appropriate action within five (5) working days of receipt of the report.
- 9.1.3.1 The site administrator shall inform the reporting bargaining unit member, in writing, of his/her evaluation of the reported matter and actions to be taken, and shall submit a copy of the report and the reply to the Chief Financial Officer within five (5) working days of receipt of the report.

9.2 Personal Property

- 9.2.1 The District shall reimburse bargaining unit members for loss or damage to personal property in the course and scope of their employment.
- 9.2.1.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches, or articles of clothing.
- 9.2.1.2 Bargaining unit members shall be reimbursed for the loss or damage to other property only if it is equipment used for reasonable purposes, and registered and approved by the immediate supervisor. Such registration shall be on the appropriate District form, which shall consist of the following information:
- description of the equipment
 - serial or model number
 - manufacturer name and brand
 - reasonable replacement value
 - length of time such equipment will be permitted at the work site
- 9.2.2 A bargaining unit member making a claim pursuant to this section shall file the appropriate District form no later than one (1) week following the damage or loss of the property.

9.2.2.1 The District shall retain the right to make a complete investigation.

9.2.3 In case of theft, a police report of the incident shall be made by the bargaining unit member.

9.2.4 The District's obligation to reimburse for loss or damages shall be mitigated to the extent of any other recovery for such loss or damage by the bargaining unit member.

9.3 Automobile Damage

9.3.1 The District may reimburse a bargaining unit member up to three hundred dollars (\$300) for uninsured costs related to loss, damage, or destruction of bargaining unit member's motor vehicle parked on or adjacent to District property during duty hours and/or while attending District/site sponsored activities, subject to the following:

9.3.1.1 Appropriate reports to law enforcement agencies must be filed by the bargaining unit member.

9.3.1.2 The bargaining unit member must provide the District with appropriate reports and information that may be required to process claims pursuant to this section.

9.3.1.3 Notwithstanding the other provisions of this Section, the District decision to grant the reimbursement described herein shall not be subject to the grievance provisions of this Agreement.

9.3.1.4 In no event shall District expenditure for said reimbursements exceed \$5,000 in any fiscal year.

9.4 Assault and/or Battery on a Bargaining Unit Member

9.4.1 In the event that a bargaining unit member is allegedly assaulted and/or battered, as hereinafter defined, the following procedure shall be followed:

9.4.1.1 The bargaining unit member shall report the incident to his/her immediate supervisor and to the appropriate police officials within twenty-four (24) hours after the incident.

9.4.1.1.1 A full written report shall be submitted at the earliest possible time to the immediate supervisor.

9.4.1.2 The immediate supervisor shall conduct an investigation of the matter and submit a written report to the Chief Personnel Officer/Designee within three (3) work days after the receipt of the bargaining unit member's written report.

9.4.1.2.1 The bargaining unit member shall receive a copy of this report.

9.4.1.3 The Chief Personnel Officer/Designee shall conduct a hearing on the matter if necessary, or if requested by the unit member.

9.4.1.3.1 A minimum of forty-eight (48) hours notice shall be given to the bargaining unit member prior to the hearing.

9.4.1.4 At the hearing, the bargaining unit member shall be given an opportunity to:

- be represented by counsel
- present evidence
- cross-examine witnesses

9.4.1.4.1 The bargaining unit member may submit a written statement directly to the Board of Education.

9.4.1.5 A Hearing Committee shall include the Chief Personnel Officer/Designee a second representative from the District and a member of the Association.

9.4.1.5.1 The Committee shall recommend a disposition of the case to the Superintendent.

9.4.1.5.2 The Superintendent shall respond in writing to the bargaining unit member concerning the position of the District.

9.4.7 Definitions:

9.4.7.1 "Assault" as defined in Section 240, California Penal Code. An assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

9.4.7.2 "Battery" as defined in Section 242, California Penal Code. A battery is any willful and unlawful use of force or violence upon the person of another.

9.5 Student Control

9.5.1 At the beginning of each school year, the District shall make available to all bargaining unit members a written copy of the Education Code sections dealing with their rights and duties regarding student control.

9.5.2 In the administration of discipline on the campuses, the District agrees to give all reasonable support and assistance to the bargaining unit members.

9.5.3 Within the scope of employment, a bargaining unit member may use the amount of physical control over pupils which is reasonably necessary to maintain order, to protect oneself, to protect property, to protect the health and safety of pupils, and to maintain reasonable, proper and appropriate conditions which are conducive to learning.