

ARTICLE X
SAFETY CONDITIONS OF EMPLOYMENT
(Revised 2019-2020)

1. It is agreed that it is the District's responsibility to provide a place of employment where unit members may work under safe and hazard-free conditions.
2. Unit members shall report to their immediate supervisor any alleged unsafe, hazardous, or potentially dangerous working conditions or facilities.
 - 2.1. As soon as possible, after receiving such reports, the District Safety Officer shall take necessary steps to correct the unsafe working conditions or facilities, which constitute a threat to a unit member's safety.
3. Under emergency hazardous conditions, a unit member may take reasonable actions essential to abate the conditions to the extent necessary to protect himself/herself, students, and co-workers from the hazard and shall report immediately to his/her supervisor.
4. The District, at the beginning of each school year, shall provide each unit member with information regarding the provisions of the California Occupation Safety and Health Act and regulations relating to the provisions provided by the California Fire Marshal.
5. Within the first month of each school year, the district will work with the site emergency committee to check emergency bins, and emergency backpacks to ensure supplies are inventoried. The district and site safety committee will work together to prepare an inventory list as well as a report on the current condition of site's safety/emergency equipment.
6. Every three (3) years the district will provide an emergency training to the safety committee. Yearly, the school site will provide a training review, to ensure procedures meet the safety needs of students, and staff for the upcoming year.
7. Unit members shall immediately report to the police and to their immediate supervisor cases of assault allegedly suffered by them in connection with their employment.
8. The District shall reimburse unit members for loss or damage to authorized personal property, exclusive of transportation, when such loss or damage occurs during the course of the unit member's performance of duties and responsibilities.
9. **Equipment Shall Be Registered and Protected** - All authorized property shall be designated in advance by the unit member's supervisor as an item to be used in the course and scope of his/her work. Each item shall be registered with the building principal or program administrator. This listing shall include the name of the item, brief description, and when possible, the model and serial number, original purchase price, date of purchase, and any other identifying data. The unit member shall exercise all reasonable security procedure including personal surveillance to keep

the property protected and under appropriate locked conditions.

10. **Claims Limitations**-No claims may be made for replacement or repair of personal property valued at less than \$10. A maximum reimbursement of \$1500 may be paid on any item afforded protection under this Article. The District assumes no obligation for articles of sentimental value other than for replacement or repair as herein described.
11. **Articles of Clothing and Prosthesis**- Payment may be made for the costs of replacing or repairing articles of clothing and/or prostheses necessarily worn by a unit member, when any such property is stolen or damaged in the line of duty without fault of the union member.
12. **Repair or Replacement** - Property damaged as a result of arson, accident, or vandalism shall be repaired and returned to original condition or replaced at the discretion of the District. Property, which is replaced, shall be compensated for at the current replacement value less depreciation, depending upon age and condition of the article.
13. **Protection Not Afforded from Wear and Tear**-The unit member's property shall not be afforded protection from wear and tear and obsolescence.
 - 13.1. The unit member shall be responsible for the maintenance of all personal equipment or other personal property used in the scope of the employee's work.
14. **Reimbursement from Other Sources** - In the event a unit member is compensated for replacing or repairing his/her property from any source other than District funds, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damages or stolen property.
15. It is agreed that nothing in this Article shall abrogate the unit member's responsibility as to the health and safety of the students assigned to him/her.