

## ARTICLE 20: SAFETY CONDITIONS OF EMPLOYMENT

### 20.1 Safety Requirements:

The District and unit members shall conform to and comply with health, safety, and sanitation requirements imposed by Board of Education policy, state or federal laws and regulations adopted under State or Federal laws which are applicable to the District.

### 20.2 Injury & Illness Prevention Policy:

The District and CSEA are committed to providing a safe and healthful workplace for all of its employees and to providing a safe and healthful facility for students and school site visitors. To fulfill its obligation the District and CSEA have incorporated an Injury and Illness Prevention Program. The intent of this program is to prevent and/or minimize the probability of injuries and illnesses to workers, students and visitors, and to comply with applicable State, Federal and local health and safety codes, standards and regulations. The District and CSEA have pledge to support this program to ensure that it remains a viable method of protecting all employees and all other site occupants. The District policy is to promote an active and aggressive Risk Control program with the reduction and/or control of safety and health risks a priority in all District plans and budgets.

### 20.3 Safety Committee:

A District Safety Committee has been established which includes representation from management and all employee groups. The Committee shall include at least two (2) members appointed by the Association. The Committee is responsible for determining the minimum number of attendees to have a quorum. Safety Committee members who willfully neglect their duties or repeatedly fail to attend meetings may be subject to dismissal from the Committee. The Safety Committee will ensure that at least the following are met:

- 1) The Committee may meet monthly.
- 2) Minutes or written records are prepared for each meeting showing the safety and health issues discussed. These records shall be made available to all affected employees through the use of postings, newsletters or other appropriate written materials. Records of the meetings will be kept on file with the program coordinator for at least three years.
- 3) Minutes or records of Safety Committee meetings will be made available to the California Division of Industrial Safety should they be requested.
- 4) The Committee will review the results of all periodic scheduled workplace inspections.
- 5) The Committee will review reports of investigations of occupational accidents and causes of any incidents resulting in injury, illness or exposure to hazardous substances. Where necessary or appropriate, the Committee will submit suggestions to management for the prevention of future incidents.

- 6) The Committee will review investigations of alleged hazardous conditions brought to the attention of any Committee member.
- 7) When deemed necessary by the Committee, it will conduct its own inspection and/or investigation to assist in remedial solutions for hazardous conditions made known to any Committee member.
- 8) Submit recommendations to assist in the evaluation of employee safety suggestions.
- 9) Communicate with the California State Division of Industrial Safety when requested by the Division to verify abatement action taken by the District pursuant to Division citations.
- 10) Employees selected for membership on the Safety Committee shall be informed that they or the Committee will not be held liable for any action or omission in connection with the Safety Committee.

20.4 The District, in accordance and consistent with the following provisions, shall reimburse employees for any verified loss, damage or destruction of personal property suffered while performing services to the District or while such personal property is on District premises. Reimbursement shall be conditioned upon the absence of negligence by the employee. The value of any item lost, damaged or destroyed without fault of the employee shall be determined as of the time of the verified loss, damage or destruction and shall include normal allowance for depreciation.

20.5 Reimbursement to employees for an verified loss, damage or destruction of personal property suffered while performing services for the District or while such personal property is on District premises shall be made only if the value is more than \$25.00. The maximum reimbursement for any one incident shall be \$700.00, except in the case of vehicles where maximum reimbursement shall be \$1,250 or the insurance deductible, whichever is less. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$7,500 in any fiscal year.

20.6 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.

20.7 Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District or while such personal property is on District premises is provided only when approval for the use of the personal property in the schools was given before the personal property was brought on District premises or before use while performing services for the District. All such prior approval shall be in writing. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, or vehicles.

- 20.8 Reimbursement for verified loss, damage or destruction of vehicles shall be absolutely limited to payment for verified loss, damage or destruction resulting from malicious acts of others. Where reimbursement involves a vehicle, a report shall be made by the employee to the police, and a copy of the police report shall be provided to Fiscal Services. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to Fiscal Services. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.
- 20.9 If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents, and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.