

Agreement

Between

Whittier City School District

And the

Whittier Elementary Teacher Association

March 3, 2020

**ARTICLE XXII: SAFETY**

A. Safe Working Conditions

1. The District acknowledges its obligation to maintain a safe working environment for unit members and for prescribing appropriate safety standards. In so doing, the District shall be cognizant of the provisions of the California Occupational Safety and Health Act and regulations relating thereto.
2. Unit members acknowledge their obligation to comply with District safety standards and to practice safety measures.
3. Unit members shall report, in writing, suspected unsafe conditions. The District shall supply a form for reporting unsafe conditions. Reports of suspected unsafe conditions shall be investigated by the supervisor. ~~through the safety committee structure.~~ Unit members shall be advised in writing of what steps, if any, will be taken to correct the reported unsafe condition.
4. Unit members shall be responsible for completing the District's accident reporting form and submitting it to his/her immediate supervisor within 24 hours of an accident.
5. After notifying the proper law enforcement agency of an incident, unit members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Reasonable release time shall be provided to unit members who are obligated to prepare any reports required by the District relating to such incidents.
6. No unit member will suffer any retaliation for reporting a condition believed to be a violation of safety practices.
7. The District shall have available at each school site adequate first aid supplies as recommended by the District Disaster Preparedness Committee. This committee shall be composed of nine members. Three of the members shall be selected by the

Association and three selected by the employee organization representing classified employees. The other three members shall be appointed by management.

8. The District shall supply and maintain adequate means for two-way communication between a teacher and other staff members at the school for emergency situations.
9. In the event of an emergency school or District closure due to natural disaster, quarantine or government order, Unit members shall continue to receive their daily rate of salary and benefits. The parties shall meet to negotiate the scheduling of any make-up days required by law.
10. The District shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and other abuse.

B. District-Site Safety Committees

1. A school site safety committee composed of the principal or designee, custodian, teacher representative and classified representative shall be created at each school. A meeting shall be scheduled each month. The committee shall oversee the maintenance of a safe working environment.
2. A District-wide safety committee shall be established composed of a representative from each school site. The District will establish a calendar for meetings and shall schedule at least 8 meetings during the year. The committee shall oversee the maintenance of a safe working environment.
3. No unit member shall be required to perform duties under conditions which pose an immediate threat of serious physical harm to the unit member provided the unit member has reported the condition to his/her site administrator and exhausted reasonable means to correct the condition. In exercising the foregoing right, unit members shall not neglect the responsibility to provide for the safety of students.
4. If made available to school districts, free of charge, by the County of Los Angeles, the District shall vaccinate any unit member who requests the hepatitis B vaccine.
5. The District may provide professional development on a voluntary basis to unit members who request training on Crisis Prevention and Intervention, or use of conflict intervention skills that include strategies for working with aggressive students.

C. Specialized Health Care Procedures

1. No unit member will be required to perform the following specialized health care procedures: catheterizations, crede', diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining.

2. School sites shall maintain adequate supplies of rubber gloves, mouth to-mouth breathers and facilities to wash with water and antiseptic soap for unit members who come in contact with bodily fluids.

D. Pupil Transportation

No bargaining unit member shall be asked or directed to transport pupils in private vehicles.

E. School and Personal Property Liability Coverage

The District shall reimburse a unit member up to \$100.00 per item for loss, destruction or damage by arson, burglary or vandalism of personal property at a school in accordance with the terms and conditions set out in the existing Board Policy and administrative regulation. The District will provide a form for unit members to itemize their personal classroom items at the beginning of each school year and as needed throughout the year.

F. Personal Vehicle Damage

While on District business, in the event a unit member's vehicle is damaged as a result of vandalism or accidental damage (e.g. a ball hitting the unit member's car), the District will reimburse the unit member for the insurance deductible payment in an amount not to exceed \$500.00 per incident.

The above is contingent upon all of the following:

1. The unit member secures a police report regarding the vehicular vandalism or a written witness report documenting the accidental damage within 24 hours of the incident;
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the unit member was required to be engaged in district business;
3. The unit member provides the Business Office with evidence of the amount of insurance deductible payment actually made by the unit member to his/her insurance company.
4. Repair receipts that are limited to a 6 month time frame for completion of the work and a statute of limitation of one year for the actual submission of repair receipts.
5. This provision is not retroactive.

  
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Dr. Maria Martinez-Poulin, Superintendent

3-3-2020  
Date

  
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Alejandro Vogel, WETA Negotiations Chair

3/3/2020  
Date