

## CLASSIFIED\* ARTICLE 14: SAFETY

### CAUSE Proposal (1st)

*Submitted - April 19, 2023*

*CLASSIFIED Bargaining Cycle 2022-23*

The following proposal stands independent of and from other proposals that have been provided or will be provided. This proposal is not intended to serve as a comprehensive proposal for the 2022-23 bargaining cycle.

The Union will use the routine process of STRIKETHROUGHS (for language we do not support) and **bolded & underlined** text for proposed language we do support.

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15.1 - The District is committed to employee safety and endeavors to provide

all employees with a safe and healthy working environment. The District has the responsibility for the safety of employees.

15.2 - The District shall prepare, publish and post rules for safety and the prevention of accidents; provide protective devices where they are required for the safety of employees; and provide safe equipment where such equipment is required for the conduct of the District's educational program and the operation of schools.

15.2.1 The Superintendent or designee shall be responsible for the promulgation of District safety rules and procedures.

15.2.2 Employees shall be responsible for observing all safety rules and standards and shall promptly report to the direct supervisor in writing any alleged unsafe or unhealthy conditions found in District facilities.

15.3 - Unit members are to report any alleged unsafe or potentially unsafe conditions to their appropriate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's written report of unsafe conditions, the Superintendent or designee will acknowledge in writing what action, if any, will be taken on the reported condition, **as well as what actions have been taken to verify the credibility of the alleged unsafe condition and/or report**. Such response shall occur within five (5) workdays.

**15.3.1 - Employees who report safety data and/or concerns will not be retaliated against, or be subject to arbitrary and capricious actions taken by the CUSD or by District Agents.**

**15.3.2 - Any video or surveillance data the District relies upon to better understand or investigate safety events, disciplinary events, employee or community member complaints, or matters that may impact a unit-member, will be shared with the unit member upon request; within a 5 work-day period.**

**15.3.3 - Any video or surveillance data the District relies upon to better understand or investigate safety events, disciplinary events, employee or community member complaints, or matters that may impact a unit-member or student, will be maintained for no less than the period required by law, or 10 years; whichever period is longer.**

15.4 - First aid materials shall be available at all facilities maintained by the District. **Those materials will be itemized and the itemized list will be provided to faculty and support staff, so as to better inform site-employees of the opportunities and resources that exist when responding to a safety or emergency event.**

15.5 - Any unit member who is threatened with bodily harm or who suffers bodily harm while fulfilling assigned

duties shall, promptly report the threat or harm, followed when time permits, with a written report to the appropriate supervisor. The Superintendent or designee is authorized to initiate, when appropriate, legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises or while conducting authorized district business.

15.5.1 - When violations occur that endanger or threaten the safety or security of an employee, the supervisor shall immediately report the incident to the Superintendent or designee, who shall make necessary reports to law enforcement.

15.6 - Any unit member who is concerned about communications from students, parents, or community members either directly or by an "electronic act" that are potentially threatening or defamatory shall bring those communications to the attention of his or her appropriate supervisor, so that they may be evaluated in light of legal requirements for an appropriate response. An "electronic act" is defined as the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post.

15.6.1 - Due to the ever-changing nature of the electronic age in which we live, section 15.6 will be reviewed for relevancy on a yearly basis.

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15.7 - Any supervisor who has knowledge of a threat of bodily harm to a staff member or group of staff members shall promptly notify said staff member(s) and take appropriate action to protect the employee(s). The supervisor will also take action to notify the Superintendent or designee.

15.8 - All employees shall take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/ her own judgment as to the potential danger involved and, based upon this analysis, shall do one of the following: confiscate the object and inform the appropriate supervisor or deliver it to the supervisor immediately, who shall take appropriate action and notify the Superintendent or designee.

15.9 - When absence is caused by an assault, a credible threat of an assault or injury that occurs within the scope of employment, the unit member shall be accommodated. The District shall grant the employee paid leave including but not limited to industrial or accident leave.

**15.9.1 - The District will confirm said status of leave days; within 3 days of the leave event.**

15.10- Assaultive Behavior Training: Within two weeks (or as otherwise reasonably scheduled) of a unit member's assignment to work with students who have a history of assaultive behaviors, the unit member shall be trained in the management of assaultive behaviors. Should other unit members wish to be trained in the management of assaultive behaviors and the District agrees it would assist that unit members' job performance, the District will schedule and conduct the training as time permits.

15.11- CAUSE shall appoint up to two members to serve on the District Safety Committee. The District Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.

**15.12- Each school site will have a School-Site Safety Committee, which stands independently from that sites School Site Council. Said committee will be composed of 2 faculty, 2 support staff, 2 administrators, 2 Union representatives, the school site lead-custodian, the school site office coordinator, school site tech-teacher.**

**CAUSE shall appoint up to two members to serve on these committees. The School Site Safety Committee shall distribute to all staff the minutes of safety meetings, which shall include the issues and steps being taken to achieve employee and student safety.**

\*Article 14 agreed upon by CAUSE Classified and CUSD this 26<sup>th</sup> day of February, 2016.

## **16.0 - Surveillance recordings, videos, etc**

### **16.1- PURPOSE**

**16.1.1 - All public space electronic video security equipment used will be in accordance with state, local, and federal law. Under no circumstances shall the contents of any video media be exploited for purposes of profit or commercial publication, nor shall recordings be distributed to third parties except as may be required by law. Information must be handled with an appropriate level of security to protect against unauthorized access, alteration, or disclosure. All appropriate measures must be taken to protect and individual's right to privacy and hold CUSD information securely through its creation, storage, transmission, use, and deletion.**

**16.1.2 - On a per site basis, the CUSD will provide all Unit members a current list (published each month) of the (A) location and (B) type of surveillance cameras, videos, recording devices, any electronic device or media used to create and/or transmit surveillance data that has originated on or off the school site, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to a message, text, sound, or image or an online / electronic post.**

### **16.2 - POLICY**

**16.2.1: The sole purposes of security cameras in public areas is to deter crime and to assist Superintendent in protecting the safety of personnel, students and the property of CUSD. Any diversion of security technologies and personnel for other purposes (e.g., monitoring of political or religious activities, or employee and/or student evaluations or discipline) would undermine the acceptability of these resources for critical safety goals and is therefore prohibited by this procedure.**

**16.2.1: Security cameras will be used in a professional, ethical and legal manner, consistent with all existing CUSD policies and local, state and federal laws and regulations.**

**16.2.3: Information obtained through security recordings will only be released when authorized by the Superintendent. The educator(s) involved in this release and, CAUSE President will be notified, in written form, of the information obtained and released, and to whom the release is granted to, whereas law permits.**

### **16.3 - MONITORING AND ACCESS TO DATA**

**16.3.1: Under no circumstance will CUSD use camera technology to monitor CUSD employees, faculty, other academic personnel, students, vendors, contractors or other visitors work behavior.**

**16.3.2: Only the Superintendent may release data produced by video security applications to authorized personnel. Authorized personnel will consist of:**

- a) CUSD Superintendent**
- b) CUSD Director of Technology**

**16.3.3: When an incident is suspected to have occurred, designated (in writing) personnel may review the images from security camera data.**

**16.3.4: Personnel are prohibited from using or disseminating information acquired from CUSD security cameras, except for official purposes. All information and/or observations made in the use of security cameras are considered confidential and can only be used for official CUSD and law enforcement purposes.**

**16.3.5: . Only the Superintendent /Director of Technology may review the results of the use of recording equipment. Other individuals who may have a legitimate need (in accordance with the law) to review the recorded material may be permitted to do so, but only with prior written notification to the educators and CAUSE President.**

### **16.4 - PUBLIC AND OTHER AGENCY REQUESTS**

Public and media requests for video images captured by security cameras will be made available only to the extent required by law. In many cases, especially where an employee or student is identifiable, a subpoena will be required.

#### **16.5 - DATA RETENTION**

No attempt shall be made to alter any part of any security recording. Security centers and monitors will be configured to prevent camera operators from tampering with or duplicating recorded information. CUSD will maintain all video, camera, photographic, audio, etc. media and recordings for the period of ten years.

#### **16.6 - AUDIO RECORDING**

16.6.1: Both parties recognize that California law prohibits audio recording unless both parties provide permission.

16.6.1.1: Educators shall have the ability to opt-in to audio recordings, and shall be able to opt- out of audio recordings, prior to any specific recording event..

#### **16.7 - Standardized School-Site / Facility Visitor Registration Processes**

16.7.1 - Employees will adhere to all rules associated with the “Standardized School-Site / Facility Visitor Registration Processes”

16.7.2 - Employees will work to ensure support and inform parents, substitutes, and school-site/facility visitors about the registration processes.

#### **16.8 - District-Wide Security Badging: for District Personnel, Routine Visitors (i.e. Substitute Teachers, Parent Helpers, Mentors, Contractors, etc.) & Guest Visitors**

**16.8.1 - Employees will adhere to all rules associated with the “District-Wide Security Badging”**

**16.8.2 - Employees will wear their badges at all times, when serving or visiting a District school-site or facility**

**16.8.3 - Employees will immediately report missing or lost badges to District site & facility administration.**

**16.9 - Single Access Points @ School-Site / Facility: during Instructional & After School Program Hours**

**16.9.1 - Employees will adhere to all rules associated with the “Single Access Points @ School-Site / Facility”**

**16.9.2 - Employees will take responsibility for maintaining the single access post initiatives and expectations during instructional and After School Program hours**

**16.9.3 - Employees will take responsibility for keys / methods required to ensure that locked access points can be re-opened quickly in the event of an emergency.**

**16.10 - District-Wide CPR & First Aid Training: w/ annual Certification offered to all interested District employee and parent**

**16.10.1 - All employees are required to attend annual CPR & First Aid trainings**

**16.10.2 - Employees will participate in CPR & FIRST AID training during work hours, on Professional Development Days, or during routine School-Site early-release or early-morning meeting hours.**

**16.10.3 - Employees interested in becoming certified may receive certification via the District’s training options. School-Site/Facility Staff Meetings)The Union would be open to contractualized expectations related to CPR/First Aid**

**16.10.4 - Although employees must attend an annual CPR & FIRST AID training, employees are not required to get certified in CPR & FIRST AID**



**16.10.5 - Employees who are certified may, at their discretion, choose not to participate in annual CPR & FIRST AID trainings**

**16.11 - SCHOOL-SITE/FACILITY SAFETY COMMITTEES**

**16.11.1 - CLASSIFIED employees serving in specific job classifications (Lead Custodian & Office Coordinator) will participate directly on SCHOOL-SITE/FACILITY SAFETY COMMITTEES**

**16.11.2 - CLASSIFIED employees serving in specific job classifications (Lead Custodian & Office Coordinator) will attend a site safety meeting at monthly**

**16.11.3 - Employees serving in designated roles on SCHOOL-SITE / FACILITY SAFETY COMMITTEES, will receive a stipend for their service (To be negotiated).**

**16.12 - DISTRICT SAFETY COMMITTEES**

**16.12.1 - CLASSIFIED employees serving in specific job classifications (School Site Lead Custodian & Office Coordinator) will participate directly on DISTRICT SAFETY COMMITTEES**

**16.12.2 - CLASSIFIED employees serving in specific job classifications (Lead Custodian & Office Coordinator) will attend a monthly DISTRICT SAFETY COMMITTEE meeting.**

**16.12.3 - Employees serving in designated roles on DISTRICT SAFETY COMMITTEE, will receive a stipend for their service (To be negotiated).**

**16.13 - Extensions / "Me Too"**

**16.13.1 - Any changes to the CLASSIFIED SAFETY ARTICLE, where they directly apply, will extend to the CERTIFICATED BARGAINING AGREEMENT; as was the practice pursued when the SAFETY ARTICLE was first brought to the District by joint agreement.**

