

HS

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TENTATIVE AGREEMENT

ECRA/UTLA

January 28, 2016

ARTICLE XIX – SAFETY

19.1 General Principles

- 19.1.1 School Emergency Plans: ECRA shall develop (and annually review) a School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, ECRA shall take into consideration health and safety for persons with disabilities. Within the first three (3) months of each school year, the plans referenced above shall be reviewed and whatever training is required by the plans shall take place.
- 19.1.2 Safe Working Environment: It is ECRA’s commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within ECRA. ECRA shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.
- 19.1.3 Compliance with Applicable Requirements: ECRA shall conform to and comply with all other health, safety, and sanitation requirements (that apply to charter schools) imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.). Recitation of these and related laws herein is for reference only and not for purposes of incorporation into the Agreement.
- 19.1.4 Unsafe Conditions: Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by ECRA, and/or the appropriate state agency.

19.2 Written Report on Unsafe Conditions

Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Such

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notification shall be in writing. Upon notification, ECRA shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

**19.3 Immediate Report of Assault**

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Principal or designee who shall immediately report the incident to the police. The Principal shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

**19.5 Personal Safety**

19.5.1 Infectious or Contagious Diseases: Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the employee and students.

19.5.2 Dangerous Student Action: Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Principal. Prior to returning the student to that teacher's class, the Principal shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

19.5.3 Reasonable Physical Control: In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

19.5.4 Packing and Moving Assistance: ECRA shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

**19.6 No Reprisals**

No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the Grievance Article herein.

**19.7 Renovation, Modernization and New Schools**

19.7.1 Community Outreach: ECRA will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

19.7.2 UTLA Liaison: UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to ECRA regarding the construction of new schools and remodels of or renovations/new additions to existing schools.

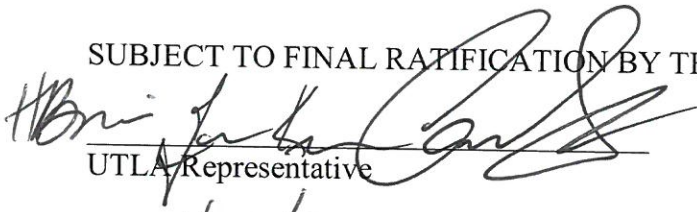
**19.8 Special Grievance Procedures:**

If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Step One time limits of Article VI). Within two (2) days of receiving the grievance, the immediate or applicable administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the Executive Director or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Executive Director (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the following day. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the Executive Director's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify ECRA of its intention. UTLA and ECRA shall then select an arbitrator and calendar the dispute for immediate arbitration pursuant to Article VI, Sections 6.9 et. seq. In view of ECRA's limited available funds and the need of ECRA to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed \$25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed \$25,000, he/she shall not include any remedy in the award which shall be forwarded to the Board of Directors for review.

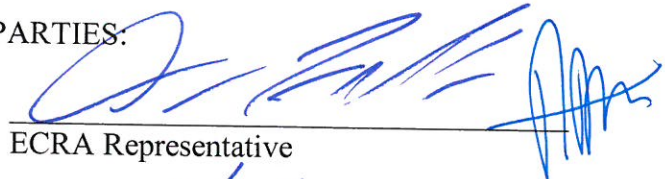
**18.9 Emergency Closure:**

If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

Date: 1/28/16

  
ECRA Representative

Date: 1/28/16