

TENTATIVE AGREEMENT
BETWEEN
OFFICE OF THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND
SMCEA

January 6, 2021

ARTICLE 15 – SAFE WORKING CONDITIONS

- 15.1 The County Office shall provide and maintain teaching and work areas which are safe and clean.
- 15.2 All unit members shall assist in maintaining safe and clean conditions in their teaching or work areas of responsibility.
- ~~15.3 Unit members shall not be required to work under unsanitary or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.~~

~~SMCEA unit members will report unsafe or hazardous conditions on the appropriate form to the unit member's Director/Manager and SMCEA. The Director/Manager will acknowledge receipt of the report and provide the bargaining unit member with a status report within 5 working days. *Add addendum with this form.~~

- ~~15.4 All unit members shall report to the County Office any practice or condition which poses a threat to health or safety. If the County Office determines that it is necessary to take any steps to address/correct a practice or condition which poses a threat to health or safety, the County Office will take the appropriate steps to remediate such practice or condition and will communicate the steps that were taken to the potentially affected unit members. Unit members, along with the Director/Manager of each program, will work to develop a procedure for each program to:~~

- ~~● Document unsanitary or hazardous conditions.~~
- ~~● Change or eliminate unsanitary or hazardous conditions.~~

- 15.5 A communication system that allows unit members to notify the central office, or to have outside phone access, shall be available during all times when unit members are on duty.
- 15.6 The County Office shall make every effort to ensure that unit members have access to their respective work areas, and to a phone facility, during the hours when the school and/or school office is closed.

- 15.7 By September 30th of each school year, the County Office will distribute information relating to the Big 5 – including rules and procedures. ~~The Employer shall be responsible for the yearly collection, distribution and integration of safety rules, procedures, and protocols dealing with the Big 5 within the six weeks of the start of the school.~~ The eEmployer shall be responsible for providing and confirming participation in mandated training, as required by law.
- 15.8 Unit Members shall not be required to work under conditions, which are hazardous ~~unsafe~~ or unsanitary, or to perform tasks, which endanger their health, safety or well-being, or that of their students. If the Unit Member believes that an unsafe working condition exists, they shall immediately report the condition to their ~~his/her~~ immediate supervisor verbally and then follow up in writing. The immediate supervisor shall respond to the unit member and, if applicable, identify ~~indicate~~ the action to be taken within five (5) workdays of receipt of the unit member's written report ~~via email~~. If the situation has not been resolved to the unit member's satisfaction within two weeks of the unit member making the report to their immediate supervisor, the unit member may submit such alleged unsafe conditions in writing to the Human Resources Office. The Human Resources Office shall respond in writing within five (5) workdays of receipt of the unit member's written report ~~via email as to the action to be taken~~.
- 15.9 The County Office ~~COE~~ shall make available ~~provide~~ Big 5 training for all unit members within the first six weeks of the unit member's annual work year. Unit members will be required to complete the Big 5 training within the first six weeks of their annual work year, unless on a leave of absence for the entire 6-week period in which case the unit member must complete the training within 6-weeks of their returning to work.
- ~~Unit Members shall report immediately to their supervisors any assault or threat upon their person or property which arises out of their employment. The supervisor and Unit Member shall immediately report the matter to the appropriate law enforcement agency. (Ed. Code 544014 & Penal Code 241.6)~~ The County Office will comply with the requirements of Education Code section 44014 as it relates to the reporting to appropriate law enforcement
- 15.10 A unit member who is physically harmed by an assault or an attack and who so requests shall be ~~immediately~~ released – as soon as appropriate coverage is able to be arranged – from duty for the remainder of the day of the assault or attack. When a unit member is verbally threatened, the unit member shall report the threat to the site administrator. If the unit member requests release for the remainder of the day due to a verbal threat, the site administrator shall determine if release shall be granted for the reported verbal threat. ~~These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 8 Leaves.~~ Unit members shall use their sick leave and/or, if applicable, industrial leave bank to remain in paid status.
- 15.11 ~~The Employer acknowledges that a Unit Member may need to exercise physical restraint upon a student when the action concerns the protection of persons and property. Unit members shall be trained in and make every reasonable effort to~~

~~utilize a safety program, whenever possible and appropriate, that teaches appropriate physical intervention and de-escalation techniques.~~ The County Office will provide the mutually agreed upon mandatory training for unit members to complete relating to appropriate physical intervention and de-escalation techniques. Unit members will be required to obtain the proper certification from such training before utilizing any approved physical intervention techniques. The use of physical intervention by a unit member may be only be done in accordance with the requirements of the Safety-Care – Behavioral Safety Training Manual or if no longer being utilized by the County Office, the adopted crisis prevention curriculum.

- 15.12 All unit members who work directly with students shall be informed in writing of the nature and ramifications of exposure to the following: Cytomegalovirus, Hepatitis, Rubella and Herpes Simplex Virus II.

Any SMCEA unit members who are at high risk and who are assigned to work with these students shall have the right to request a transfer as outlined in Article 9. Failing the availability of transfer options, the unit member may be reassigned to other duties.

- ~~16 Unit Members will not be required to enter or to provide service within a classroom, which is determined to be unsafe and is closed to the host district personnel.~~

- 15.13 The County Office and unit member shall be jointly responsible for developing safety regulations via Safety Committee throughout each Program, and the County office shall be responsible for distributing such regulations throughout each Program.

- 15.14 The County Office will follow CCR, Title 8, Section 3220 <https://www.dir.ca.gov/title8/3220.html>, except to the extent the requirements are modified by other applicable regulations/laws as it relates to county offices of education/school districts in which case the County Office will comply with those requirements.

SMCEA may appoint three-unit members to the SMCOE Safety Committee. ~~Unit members may bring up topics that may not be pertinent to SMCOE SIG and the topics~~

- ~~Teachers will have keys to outside doors for emergency purposes at the start of the school year~~

- 15.15 Specialized Physical Health Care Procedures

The County Office will provide for the defense of unit members in any civil act for the performance of their duties in accordance with Government Code sections 995 and 995.2.

15.16 The County Office will indemnify unit members in accordance with Government Code section 825.

Dated: 10/4/2022

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J. Pellegrino
SMCEA

Tami Moore
SMCOE