**Side-Letter ­­­Proposal from
Service Employees International Union Local 1021
Vacaville Association of Classified Employees to
Vacaville Unified School District**

**ARTICLE 19 - SAFETY CONDITIONS**

* 1. The District agrees to keep its work locations adequately equipped and devoid of unsafe and unhealthy conditions **in compliance with all applicable laws and regulations, including the full extent of Ca. Lab. Code § 6400.**
	2. The District recognizes that the provisions of Title 8, California Administrative Code grant to unit members the right to refuse work assignments when the member has good reason to believe that to carry out the assignment would expose him/her to conditions which might result in death or serious injury.
	3. Neither the District nor the member shall violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA).

**The District recognizes the responsibility to comply with CAL/OSHA in providing employees with safe working conditions and tools, and equipment, and the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisor.**

* 1. **CAMERAS AND MONITORING EQUIPMENT**
		1. Radios and cameras used for communications and monitoring safety conditions shall not be used for the purpose of evaluation of unit members.
		2. The District agrees to use signage and to notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded. Such notice does not constitute a waiver of rights of Education Code § 51512.
		3. Should the District have to share footage with any outside agency, including police or fire, the Association President and impacted unit members shall be informed.
		4. There shall be no video recording or monitoring of union activities on any District property.

**19.5 WORKPLACE VIOLENCE**

1. **Employees will be provided pertinent Board/ District policies, Education Code provisions,**

**and relevant provisions in law delineating the rights and duties of classified employees with respect to student health, student behavior and student discipline at the beginning of the school year, or otherwise upon employment.**

1. **The District shall train all employees who may be exposed to bodily harm in**

**the performance of their job description as a result of direct contact with students/staff/other adults or due to any emergencies that may arise. Training shall include methods of effectively managing the situation, including, but not limited to, de-escalating the situation.**

1. **The District shall provide a list annually to the Union of all classifications**

**mandated to take safety classes and post at all sites and departments.**

1. **Paraprofessionals will be provided with optimal training for the students to whom they are assigned. To the extent permissible under law, Paraprofessionals will have access to behavioral issues, modifications, supports, notes, considerations and special factors for students as assessed in the student’s Individualized Education Plans (IEPS) and 504s.**
	1. **ASSAULT**
2. **In case of assault (including menace) or assault and battery, the District shall advise and assist the affected employee.**

**SEIU unit members shall not be returned to a situation where danger of an unsafe environment and conditions persist following an assault incident.**

1. **In the case of any menace, attack or assault upon classified employee, the local site administrator shall assist the affected employee, including, but not limited to, providing the affected employee with information of the relevant Board and District policies, Education Code provisions, and relevant provisions in law in the incident of menace, assault or attack. The local site administrator shall also assist the affected employee in completing the written report of the incident on the appropriate form. If a formal complaint is to be filed, the administrator will assist the affected employee and notify appropriate District authorities.**

**Any information in the possession of the District not privileged under the law and relating to the incident must be made available to the employee upon request.**

1. **The District shall transmit to the union a report of all such incidences that have been reported as soon as the District becomes aware of the incident. The District shall follow up with SEIU, within 8 hours, as to the steps taken to address the incident involving an SEIU unit member.**
2. **Employees shall be provided with a means of directly communicating a need for assistance to the principal or designee-in-charge in the case of any emergency when a potential for physical harm is evident or immediate assistance is required.**
3. **When a local site administrator has information or knowledge of a student with a history of behavior that may be detrimental to the safety of others, the local site administrator shall inform the classified employee to whom the student is assigned, to the extent the information is not privileged under the law.**
4. **Employees may use reasonable force, as is necessary, to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.**

**Vacaville Unified School District (VUSD) and the Service Employees International Union (SEIU) Local 1021 agree that this side-letter is subject to all other provisions of the memorandum of agreement between the parties, including Article 17 (Grievance Procedures).**