

ARTICLE 5

SAFETY CONDITIONS OF EMPLOYMENT

- 5.1 The District and the exclusive representative shall cooperate in the objective of eliminating accidents and health hazards under State and Federal law. The District, exclusive representative, and members of the bargaining unit recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. Members of the bargaining unit are encouraged to report alleged violations of such State and Federal law to the safety and health committee and will not be retaliated against by the District for reporting any such concerns. A claim of retaliation under this section shall be subject to the grievance procedure but shall not be subject to the arbitration provision set for in Article 10, Section 10.2.5. -
- 5.2 The District shall maintain a safety and health committee and a disaster preparedness committee. The exclusive representative shall have the right to appoint a total of four representatives from the bargaining units to the safety and health committee and two representatives to the disaster preparedness committee. The safety and health committee and the disaster preparedness committee shall hold regular meetings and may issue such reports as deemed necessary by the respective committee. The District shall provide appropriate safety guidelines for those employees who handle toxic materials which are used on campus. The safety and health committee shall advise and recommend to the District improvements and/or maintenance of the safety and health conditions for members of the bargaining unit. The District shall provide all necessary and appropriate training in order to meet and fulfill the requirements set forth by all applicable laws. In addition, the District shall provide training in safety, emergency response and first aid. The District will conduct at least one evacuation drill each fiscal year.
- 5.3 The parties agree that the safety and health committee is advisory in nature and may make recommendations to the appropriate district administrator regarding any unsafe practices which are identified by the safety committee.
- 5.4 The District agrees to release employee members of the safety and health committee from their assigned duties without loss of compensation to attend safety and health committee meetings and conduct safety and health committee business, when those meetings or duties are held or performed during the employee's duty hours. Release time for performance of safety and health committee business shall be provided by the District.
- 5.5 If the District Superintendent/President or his/her designee orders the campus evacuated or any part thereof evacuated in response to an emergency, the employee shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of his/her work shift.
- 5.6 If, after safety and health committee review, the safety and health committee submits to the District written concerns regarding safety or health issues, the District shall respond in writing within ten working days regarding the concerns of the committee.