

- 7.1 The District will provide a safe working environment for faculty members.
- 7.2 A faculty member who observes any unsafe condition in the working environment should notify his/her immediate supervisor that this unsafe condition exists. A faculty member who observes a condition in the working environment that he/she feels poses imminent danger of harm to any person should immediately take whatever action may be necessary or appropriate to have such condition corrected and should also notify his/her immediate supervisor that the potentially dangerous condition exists. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 7.3 If any faculty member has notified his/her immediate supervisor of an alleged unsafe working condition and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the Vice President of College Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.
- 7.4 Within five days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an ad hoc safety committee consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days.
- 7.5 If the ad hoc safety committee recommends corrective action and such action is not taken, the faculty member who submitted the complaint may, within 15 calendar days after receipt of his/her copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall only be applicable to Articles 7.9 and 7.10.
- 7.6 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to the students.
- 7.7 Any faculty member who is threatened with bodily harm or who suffers bodily harm because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties shall report such threat or harm to his/her immediate supervisor, and, where appropriate, to law enforcement authorities.
- 7.8 The District shall provide all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of his/her duties.
- 7.9 A faculty member who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than 60 days in any one fiscal year for any such accident or illness. Utilization of such leave shall be subject to the following conditions:
- 7.9.A. Such leave shall not be cumulative from year to year.
- 7.9.B. Such leave will commence on the first day of absence due to such industrial accident or illness.
- 7.9.C. Payment for such leave shall not, when added to any award granted to the faculty member under the Worker's Compensation laws of this State, exceed such faculty member's normal daily rate of compensation.

- 7.9.D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.
- 7.9.E. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.
- 7.9.F. Utilization of such leave shall be subject to the faculty member's submission of such appropriate proof of industrial accident or illness and the effects thereof as the District may designate.
- 7.9.G. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before a faculty member is required to utilize any accumulated sick leave.

7.10 Damage or Destruction of Clothing or Personal Property

- 7.10.A. As permitted in the Education Code, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.
 - 7.10.B. In addition, and as permitted in the Education Code, the District shall reimburse a faculty member for the loss or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the faculty member and the member of District management designated for this purpose.
 - 7.10.C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be more than \$25 per article or incident to be considered for reimbursement.
 - 7.10.D. In the event the faculty member is paid the costs of replacing or repairing such property or the actual value of such property by other than the District, the District's liability under this Article shall be reduced by the amount of such payment.
 - 7.10.E. All claims shall be submitted on forms provided by the District's Business Services Office and shall include such relevant facts as costs of repairs, invoices, notations of circumstances, and witnesses, if any. The claim form shall be signed by the faculty member and his/her immediate supervisor and submitted within 15 working days of the incident.
- 7.11 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and, when requested during evening hours by a faculty member having a reasonable basis to fear for his/her safety, by providing an escort between such faculty member's worksite and parking area.
- 7.12 In the interest of the health and welfare of the students, employees, and the public, smoking is prohibited in all District vehicles, buildings, and facilities, and within 20 feet of any exit or entrance of such buildings or facilities. Nothing herein shall prevent a college campus from adopting a rule that is more restrictive than what is stated above.
- 7.13 Those faculty members who are volunteering to perform services as commercial vehicle operators during their coaching assignment will be subject to the provisions of the District's Drug and Alcohol Testing Program for the time period of thirty days prior to the beginning of the coaching season and ending with the close of the season, including any post-season events. Faculty members volunteering to perform these services only for special events

that occur periodically throughout the year shall be subject to these provisions for a period of thirty days prior to the special event and the day of the event. Actual testing shall only occur during that period of time between noon on the day before the faculty member is expected to drive and midnight after the driving has occurred. Each affected faculty member is exempt from testing during his/her off-season.

Faculty members drawn for random testing outside of these time periods will not be required to undergo the testing. All faculty members who are operating commercial vehicles will be required to keep the Primary Communicator informed of the season dates and special events for which they will be operating a commercial vehicle.

The provisions of the District's Drug and Alcohol Testing Program are applicable to a faculty member only in his/her capacity as a commercial vehicle operator.