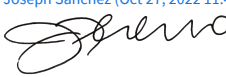

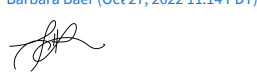

Joseph Sanchez (Oct 27, 2022 11:47 PDT)



Barbara Baer (Oct 27, 2022 11:14 PDT)


PFF Counterproposal #1 10/26/22

ARTICLE 13 – SAFETY

- 13.1 The District shall furnish a place of employment **which that** is safe for employees pursuant to applicable law and regulations.
- 13.2 The District shall not require any faculty member to be in a place of employment **which that** is not safe.
- 13.3 No faculty member shall leave the assigned instructional area without authorization of the Dean or other designated manager unless there is clearly a reason to believe that an unsafe condition exists. If a faculty member does leave an instructional area because of a perceived emergency, the faculty member will promptly notify the Dean or other management employee directly responsible for the facility, or that individual's designee.
- 13.4 All faculty members have a responsibility to advise the District immediately of any condition **which that** a reasonable person would consider unsafe.
- 13.5 A faculty member may, when necessary, use reasonable force in the performance of duties in the interest of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. A faculty member also may take reasonable action for the protection of others and for the protection of District, student, or employee property. Under such circumstances, a faculty member must exercise mature judgment and must act and react in a reasonable and prudent manner.
- 13.6 In the event of a threat of bodily harm or injury to a faculty member within the faculty member's scope and course of employment:
 - 13.6.1 In accordance with Education Code §87014, any faculty member who is attacked, assaulted, or menaced by any student within the faculty member's scope and course of employment shall report the incident promptly to the appropriate law enforcement authorities.
 - 13.6.2 The Dean or other management employee directly responsible for the faculty member, who has knowledge of the incident, also shall report the incident promptly to the appropriate law enforcement authorities.
 - 13.6.3 The faculty member may immediately have the offending individual(s) removed from the instructional area.
 - 13.6.4 The District shall assist the faculty member to seek necessary protection. This protection shall include paid released time, if needed, to attend any related legal proceeding initiated or supported by the faculty member where there is prior notice to and approval by the Assistant Superintendent/Vice President for Human Resource Services or designee.

- 13.7 If a management employee knows, through appropriate documentation or a credible source, that there are circumstances **which that** pose a serious threat to the safety of any faculty member, the management employee shall promptly notify the faculty member regarding the threat unless public safety officials direct otherwise. Where the serious threat is against the District as a whole, the District will warn all potentially affected individuals and the PFF/AFT.
- 13.8 The District shall inform faculty members of the availability and location of emergency telephone services at each instructional site.
- 13.9 If a faculty member requests the District in a timely fashion to defend the faculty member against any civil claim or action against the faculty member arising out of an act or omission occurring within the faculty member's scope and course of employment, and the faculty member reasonably cooperates in good faith in the defense of the claim or action, the District pursuant to applicable law shall indemnify the faculty member.

13.10 Workplace Violence Protection

13.10.1 Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site (U.S. OSHA). Workplace violence includes, but is not limited to, behaviors such as stalking; harassment; intimidation or threats in any form or platform, including social media; or the causing of bodily harm. An educational workplace includes, but is not limited to, District campuses, offices, parking lots, housing, or other properties; remote worksites arranged by the District; or sites visited as part of a scheduled fieldtrip; and educational platforms used for instruction or the provisioning of services such as the District provided Learning Management System (LMS).

13.10.2 Any faculty member who is the victim of, or witness to, Workplace Violence; is harassed, intimidated, or threatened in any form, on any platform, including but not limited to social media; or who suffers bodily harm because of the actions of any while such faculty member is acting within the course of his/her their assigned duties shall report the incident to such threat or harm to his/her/their immediate supervisor and where appropriate, to law enforcement authorities. In the event that the individual causing the threat is the immediate supervisor, the faculty shall report the threat directly to the appropriate Vice President. The immediate supervisor or Vice President shall respond to the faculty member as soon as

practicable under the circumstances as to how the District will address the complaint. If the faculty member suffered unlawful violence or a credible threat of violence from any individual, the faculty member may request that the District seek a temporary restraining order and an injunction on behalf of the employee in accordance with Code of Civil Procedure section 527.8. The District will review the request and take such action(s) as it deems appropriate. Nothing in this article prevents the employee from pursuing their own legal remedy.

1. Reports of workplace violence made to a faculty member's immediate supervisor or appropriate Vice President; shall be confidential to the extent possible under the law.
2. Faculty that file workplace violence or other reports detailing behavioral concerns among students, staff, faculty, or other individuals or groups shall not be subject to retaliation.
3. The District shall provide all legally required indemnifications to any faculty member who is exposed to any legal liability because of any threat of harm to such faculty member while acting within the course and scope of his/her their duties.












Article13_TA

Final Audit Report

2022-10-27


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