1 2 3	CALI	COUNTER PROPOSAL FROM THE PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE ORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777
4 5 6 7 8 9 10 11 12 13 14		August 23, 2023
	Distric expre	lective bargaining proposal presented herein by the Pasadena Area Community College to the California School Employees Association and its Pasadena Chapter 777 is sly made pursuant to the Educational Employment Relations Act and the Collective ling Contract between the parties.
		owing articles shall be deemed to remain unchanged in the Collective Bargaining nent except as set forth below:
15 16		ARTICLE 12 SAFETY
17	12.1	It is the District's responsibility to provide the employees in the unit with a safe work environment,
18		and it is the responsibility of each employee in the unit to observe all applicable safety rules and
19		regulations.
20	12.2	Facilities Services Safety Committee
21		12.2.1 The Committee shall be composed of an equal number of employees (not to exceed
22		four), selected by CSEA, and supervisors or managers (not to exceed four) selected by
23		the District. In addition, the Director, Business Services; Supervisor, Office Services; and
24		a Business Representative appointed by CSEA may act as ex-officio members of the
25		Committee. A CSEA member shall serve as Chairperson.
26		The Safety Committee normally shall meet once each six-(6) weeks or at the call of its
27		chairperson, but in no event on less than five-(5) days' notice unless such meeting is
28		required to deal with a safety emergency. The Committee's function shall be to
29		investigate complaints of unsafe working conditions for members of the unit and to advise
30		the District's Safety Committee and/or the affected employees regarding such conditions
31		and any proposed corrective actions.
32	12.3	The District shall continue its provision of such safety equipment as was provided prior to the
33		execution of this Agreement.

## 12.4 Industrial Accident

An employee injured on the job must report the injury to his/her supervisor immediately, even though it may not be considered serious. If the injury requires medical attention, the injured employee must fill out an Industrial Accident Report, which may be obtained from the Risk Management Office.

- 12.4.1 The cost of necessary medical care and hospitalization may be covered by the District Workers' Compensation Insurance, should the need arise. The employer has the right to specify the doctor or hospital for treatment, unless the employee designated his/her own doctor in advance by submitting the appropriate form to the Office of Risk Management.
- 12.4.2 Regular employees eligible for workers' compensation who are absent from duty because of illness or injury directly resulting from an industrial accident/illness may be granted a paid industrial accident/illness leave from the fourth day up to and including the last day of such absence, not to exceed sixty (60) working days for the same accident. If an employee is unable to return to work after using all paid industrial accident/illness leave, the employee's absence will be charged against his/her accumulated sick leave.
- 12.4.3 Payments for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 12.4.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave,

59 which, when added to the Workers' Compensation award, provides for a day's pay at the regular 60 rate of pav. 61 12.4.5 In the event of an Active Shooter or Lock Down, all bargaining unit members 62 shall have access to entry doors by physical key, key card or any other key system throughout the campus during regular and off business hours to facilitate the evacuation 63 64 of self, staff and students. 65 66 12.4.6 Public Health Hazard Protocols 67 All employees are to refer to the District's published Injury & Illness Prevention Program (IIPP). 68 69 The District shall use the AQI scale on the AirNow.gov website to monitor air quality 70 conditions on the PCC campus. On days when the AQI exceeds 100 ("Unhealthy for 71 Sensitive Groups"), the District shall alert all vulnerable or sensitive groups and make 72 available N95 respirators or K95 masks to bargaining unit employees upon request. 73 On days when the AQI level reaches or exceeds 151 ("Unhealthy"), the District shall 74 distribute N95 respirators and K95 masks and instruct all bargaining unit employees to 75 work indoors, 76 On days when the AQI level reaches or exceeds 201 ("Very Unhealthy"), bargaining unit 77 employees will be sent home and remain on paid status at their regular rate of pay. The 78 District shall continue to monitor air quality conditions. Once the emergency conditions 79 have been lifted by the Department of Public Health and Cal-OSHA, bargaining unit 80 employees will be given no less than four (4) hours notice to return to work. 81 -12.4.7 Hazardous Work Assignments 82 Custodial staff executing new or The Specialized Response Team (SRT) will be activated to 83 perform above normal than expected cleaning and/or disinfecting protocols in the course 84 of their normal assigned duties and will be compensated at a negotiated rate differential of 85 double the regular rate of pay. 86 87 These bargaining SRT unit members will have received training on the use and operation

88 of specialized disinfecting equipment and products to be used when an environmental hazard or other public health emergency is suspected. The number of bargaining unitSRT 89 90 members with specialized training will be based upon need, and multiple teams may be 91 deployed on any given shift. 92 93 Teams will be formed with employees in good standing, and on a volunteer basis. If the 94 number of qualified volunteers exceeds the need, selection will be based on seniority. In the event of a workplace exposure, the team will clean and disinfect the affected area in 95 accordance with District, Cal-OSHA, CDC and Local Health Department guidelines, and will 96 97 be compensated at double the regular hourly rate... 98 99 All volunteer-SRT employees-members will be informed ahead of time what they are 100 cleaning, the health risk, and any valuable information or training they may need before 101 the cleaning. The district shall-may supply the employees with 1-time use...the required 102 personal protection equipment (PPE), which may include, but is not limited, to the 103 following: 104 105 a. Boots 106 b. Hazmat Suits 107 c. N95/K95 Mask 108 d. Goggles 109 e. Gloves. 110 F. Tools 111 112 12.4.8 Remote Work 113 114 In the event that a bargaining unit employee is directed to work from home including 115 performing administrative tasks, responding to administrative tasks, responding to 116 electronic correspondence, and/or participating in audio or video-conferencing, or is 117 otherwise directed to leave the worksite but remain available to return to work, the 118 bargaining unit employee will be compensated for their regular hours of work for the entire 119 period in which they are directed to remain available to work.