1 2 3 4 5	COUNTER PROPOSAL FROM CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PASADENA CHAPTER 777 COUNTER PROPOSAL TO THE PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE		
6 7	August 23, 2023 August 28 2023 September 13, 2023		
8 9 10 11 12 13	The collective bargaining proposal presented herein by the Pasadena Area Community College District to the California School Employees Association and its Pasadena Chapter 777 is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Contract between the parties.  The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:		
14 15 16			
17 18			ARTICLE 12 SAFETY
19	12.1	It is the District's responsibility to provide the employees in the unit with a safe work environment,	
20		and it is the responsibility of each employee in the unit to observe all applicable safety rules and	
21		regulations.	
22	12.2	Facilities Services Safety Committee	
23		12.2.1	The Committee shall be composed of an equal number of employees (not to exceed
24			four), selected by CSEA, and supervisors or managers (not to exceed four) selected by
25			the District. In addition, the Director, Business Services; Supervisor, Office Services; and
26			a Business Representative appointed by CSEA may act as ex-officio members of the
27			Committee. A CSEA member shall serve as Chairperson.
28			The Safety Committee normally shall meet once each six-(6) weeks or at the call of its
29			chairperson, but in no event on less than five-(5) days' notice unless such meeting is
30			required to deal with a safety emergency. The Committee's function shall be to
31			investigate complaints of unsafe working conditions for members of the unit and to advise
32			the District's Safety Committee and/or the affected employees regarding such conditions
33			and any proposed corrective actions.
34	12.3	The Dis	trict shall continue its provision of such safety equipment as was provided prior to the

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, 60 61 which, when added to the Workers' Compensation award, provides for a day's pay at the regular 62 rate of pay. 63 64 12.4.6 Public Health Hazard Protocols 65 All employees are to refer to the District's published Injury & Illness Prevention Program (IIPP) for any workplace or environmental related conditions. (Cal-OSHA T8 CCR §3203) 66 67 Insert link to IIPP 68 12.4.7 Hazardous Work Assignments 69 The Specialized Response Team (SRT) will be activated to perform above normal than 70 expected cleaning and/or disinfecting protocols in the course of their normal assigned 71 duties and will be compensated at a rate differential of double the regular rate of pay. 72 73 These SRT unit members will have received training on the use and operation of 74 specialized disinfecting equipment and products to be used when an environmental 75 hazard or other public health emergency is suspected. The number of SRT members with 76 specialized training will be based upon need, and multiple teams may be deployed on any 77 given shift. 78 79 Teams will be formed with employees in good standing, and on a volunteer basis. If the 80 number of qualified volunteers exceeds the need, selection will be based on seniority. In 81 the event of a workplace exposure, the team will clean and disinfect the affected area in 82 accordance with District, Cal-OSHA, CDC and Local Health Department guidelines. 83 All SRT members will be informed ahead of time what they are cleaning, the health risk, 84 85 and any valuable information or training they may need before the cleaning. The district 86 may supply the employees with the required personal protection equipment (PPE), which 87 may include, but is not limited, to the following: 88 89 a. Boots 90 b. Hazmat Suits