

SFUSD & SEIU

Article 26 – EMPLOYEE PROTECTION

Tentative Agreement

Date: October 17, 2023

*Merged with proposed Article 39—Health & Safety and Environmental Health Package  
Previously Article 24*

26.0 Employee Protection [NOTE: Renumbered from Article 24 to Article 26]

26.1 Assault or Threat of Harm

An employee who is physically attacked, verbally assaulted and/or threatened with bodily harm on district property or assignment shall immediately notify the appropriate site administrator and may contact appropriate authorities.

26.1.1 The site administrator shall immediately notify the proper authorities and take immediate action and every precaution to ensure the safety of the employee in the performance of their assigned duties.

**26.1.2 Employees shall be provided training and Personal Protective Equipment in order to clean up debris caused by any homeless encampments of any person living or setting up shelters on SFUSD district sites.**

**The SFUSD sites Administration/Manager shall contact the proper San Francisco City and County department(s) to clean, disinfect and dispose of any and all hazardous waste/debris caused by any homeless shelter / encampments adjacent, but not on, SFUSD property.**

**Employees will not be responsible for evicting trespassers camping on SFUSD property.**

26.1.3 The District will make every effort to reduce the risk of retaliatory action that may result from reporting an assault.

26.2 Accidental Injury and Workplace Hazards

26.2.1 The District acknowledges its responsibility to provide a safe and healthful work environment for District employees. The District agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The District agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.

26.2.2 In case of an accident on the job, the District shall make available the necessary accident reports and provide assistance in completing the correct form if requested. Bargaining unit members shall not be required to participate in work activities under conditions which may physically endanger their personal safety or well-being.

26.2.3 Employees will not be required or permitted to violate posted restricted areas that may result in exposure to hazardous materials or personal risk beyond that included in their job description.

26.2.4 If a bargaining unit member has a good faith belief that a project to which they have been assigned presents health and/or safety risks beyond those normally associated with their classification, said unit member may request a review of the project or assigned work by the District Safety Officer or ~~his~~ their designee. Such requests shall not be unreasonably denied.

26.2.5 Safety Data Sheets and hazardous materials surveys shall be available and accessible for inspection by employees, and their Union Representative.

26.3 An employee who is assigned to be a member of the Emergency Response Team in accordance with the District or Site Emergency Preparedness Plan(s) shall receive a copy of the Plan(s) to review their assigned duties. Such employees shall receive training on implementation of the Plan(s) within 30 days of the start of the school semester and updated as needed.

#### 26.4 Health Services Guidelines for Infectious Diseases

Current copies of the Health Service Guidelines for Infectious Diseases will be available in all schools and facilities.

26.5 Within ninety days of ratification of this Agreement, the District and the Union shall establish a ~~Union-Labor-Management~~ Safety Committee designed to jointly:

- Investigate ways to minimize job-related injuries/illnesses, including such issues related to computer use.
- Propose relevant training for District employees ~~Offer adequate violence prevention and de-escalation training for District employees~~
- ~~Review safety protocols, policies, and procedures;~~
- Propose changes to facilities, technology, and design to improve safety,
- ~~Any other safety topics the committee wishes to address.~~
- Propose ways to reduce employee health risks associated with prolonged use of computers.

#### 26.6 Computer Equipment Working Conditions

26.6.1 The District and the Union agree that employees working on computer equipment shall have safe and healthy work environments. The District shall provide ergonomic evaluations to prevent ongoing discomfort, which may include education on how to work safely and recommended adjustments/modifications to an employee's workstation.

~~This environment shall comply with any applicable regulatory requirements and promote employee health and safety. The District agrees upon request of the Union to meet and confer on ways to reduce employee health risks associated with prolonged use of computers.~~

~~26.6.2. The District agrees to provide a base line eye examination, followed by annual eye examinations, for all employees required to use computers.~~

~~26.6.3. Except as otherwise provided in this Agreement, every employee working on a computer shall be required to take break away from the employee's computer screen of at least fifteen (15) minutes after two (2) hours of continuous computer work. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the computer for fifteen (15) minutes after two (2) hours of continuous computer work.~~

~~26.6.4. The District agrees to provide a combination of adjustable furniture, adequate lighting, and accessories that shall allow employees who work with computers to work in appropriate seated postures to minimize discomfort and prevent injury.~~

~~26.6.5. The District agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.~~

~~26.6.6. Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away from computers, for the duration of pregnancy.~~

~~41.4 26.6.2 The District shall provide hand sanitizer and disinfectant wipes upon request. -at all employee-shared computers and printer workstations to prevent the spread of Covid-19. Safety protocols about wiping down workstation area(s) after each use of the computer and printer shall be posted at each workstation.~~

For SEIU Local 1021

*Rafael Pineda*  
10/17/23  
10/17/23

For SFUSD

*[Signature]* 10.17.2023

