



Ending Gun Violence

In addition to communities, our public schools and higher education institutions should be some of the safest places for students and educators. Unfortunately, too often gun violence has caused serious injury and death in schools with deep and lasting effects on students, families, and communities, including communities of color. The NEA is committed to do its part to help end gun violence.

This document is intended to provide advocates in bargaining and non-bargaining statute states with sample language to secure in board policies, employee handbooks, and collective bargaining agreements regarding aspects of working conditions surrounding gun violence.

The subjects regarding ending gun violence in this document include language on:

- Prohibition against Arming Educators
- Violence/Abuse and Threats Against Staff
- Supports after an Assault
- Broad Health and Safety Provisions for Overall Safe Work Environments
- Joint Health and Safety Committee

NEA Model Provision: Prohibition against Arming Educators

Educators need to focus on teaching and caring for students, not becoming armed security guards. When appropriate, school districts and institutes of higher education (IHE) should hire and train armed security personnel for the purposes of ensuring a safe school environment and not for purposes of policing students in ways that perpetuate the school-to-prison pipeline which unfortunately also impacts students of color. Requiring educators to take on the duties of police and security guards, in addition to their other responsibilities, will have adverse effects on the school community's health and safety and may exacerbate the educator shortage.

Model K-12 language

The parties agree that a safe working and learning environment is of paramount importance to all staff and students. Other than duly authorized law enforcement personnel, no person whatsoever, regardless of whether he or she is a bargaining unit employee, will be permitted, while on district property or at a district-sponsored activity, to possess any weapon or other dangerous device, including but not limited to firearms, whether loaded or unloaded; knives; or explosives.

The employer shall take all reasonable steps to advise staff, students, parents, and others of this prohibition. If this provision is superseded by operation of law, the parties agree to a reopener bargaining on the subject of school safety only, with such bargaining to commence not later than thirty (30) days after the written demand of either party.

Further, no bargaining unit employee will be required to possess, carry, or use a weapon of any kind in the course of his/her employment. A bargaining unit employee's refusal to possess, carry, or use a weapon shall not be used as a factor to evaluate an employee, in determination of an employment decision (e.g., hire/termination; vacancy/transfer), or be a part of or lead to disciplinary action up to and including termination. In instances where school resource officers are

part of the bargaining unit, the parties will bargain the impact of the carrying of a weapon.

Affiliate Sample Contract Language

Prohibition against Arming Educators

In addition to the above referenced NEA model language, below are examples of affiliate model language relating to prohibiting arming educators.

Washington Education Association

Possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm is prohibited. With any item that appears to be a weapon, is used by the aggressor as a weapon, or which the victim reasonably believes to be a weapon, the preceding paragraph will apply. The district will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect employees and students and their property.

NEA Alaska

The district shall notify the appropriate law enforcement agency for all of the following offenses: possession of any firearm; brandishing of a weapon or possession of a weapon; the assault on any student or staff member; arson or attempted arson.

Violence/Abuse and Threats against Staff:

Verbal abuse, threats, and violence against educators are becoming major problems in the workplace and are significant contributors to the educator shortage. While employers need to invest in various resources and supports to promote student and educator safety and emotional well-being, it is crucial that

employers protect their employees from threats from members of the community, whether those threats are made in-person or via online harassment.

NEA Alaska

The parties agree it shall be a violation of the rights of employees for any person, including a parent or guardian of a student of the district, to engage in or imminently threaten to engage in any of the following:

- to insult or abuse an employee anywhere on school premises while such employee is carrying out his or her official duties; or
- to willfully create a disturbance on school premises or at school activities or school meetings; or
- to singularly or in concert with others intimidate by threat of force or violence any employee who is in the peaceful discharge or conduct of his or her duties.

Madera Unified Teachers Association, California

The district shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and cyber bullying.

Supports After an Assault/Shooting:

After a threat, verbal or physical assault or shooting, employees need access to an array of supports, including paid leave (not charged to the employee's leave balances), access to counseling, and legal support. Unions should negotiate these protections or in non-bargaining states, ensure that they are provided to their members.

Washington Education Association

Should an assault occur on an employee, the lost time shall not be deducted from sick leave or any other leave.

Any employee who is the victim of an assault may apply for transfer to the next available open position at another work location in his/her certification area.

The district will reimburse teachers for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by a teacher while the teacher is acting in the discharge of his/her duties within the scope of his/her employment.

California Teachers Association

The district shall provide full support, including legal and other assistance, to unit members who may be assaulted while in performance of their duties.

When absence or disability arises out of or from assault, unit members shall suffer no loss in wages, benefits or leaves.

NEA Alaska

The district shall prosecute to the fullest extent of the law, any individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties. To accomplish this end, the district will provide the affected employee with legal counsel at no cost to the employee.

Broad Health and Safety Language providing Overall Safe Work Environments:

Contract language concerning health and safety of members usually focuses on creating a working environment that is free from danger for employees and students. One of the more prevalent approaches is to develop broad language in the introductory section of a contract article that provides for employee protection from any and all threats to an employee's health and safety.

New Jersey Education Association

The Board of Education has the responsibility to provide a safe and healthy workplace for all employees. Employees shall not be required to work in unsafe or hazardous conditions or be required to perform tasks which could endanger their health or well-being.

Illinois Education Association

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Oregon Education Association

The district shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

South Park Education Association, Pennsylvania

In no event shall any employee of this bargaining unit be required to take part in any bomb, gun, or terrorist search.

Joint Health and Safety Committee:

A joint labor-management health and safety committee can be one of the most powerful means of effectively engaging with management. Having association participation in any school safety and health plan is necessary to both protect employees and students and further ensure understanding and implementation of such a plan. Some of the common bargaining concepts that can be included include language regarding the composition of the joint team, frequency of meetings, and the purpose of the joint team.

Ohio Education Association

Health and Safety Committee Duties

The parties shall establish and maintain a Health and Safety Committee with equal numbers appointed by the Employer and Union. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the Employer to be implemented. The responsibilities of the Health and Safety Committee shall include, but not be limited to the following:

- Monitoring and assisting in the operation of the local Health and Safety Program and making recommendations to the Employer for improvement. Remedies may include relocation of workstation(s), reassignment of work or, in extreme circumstances, temporary excuse from work.
- Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.

- Reviewing the Employer's plans for abating or eliminating hazards.
- Reviewing responses to reports concerned with allegations of hazardous conditions, alleged health and safety program deficiencies and allegations of related discrimination.
- Reviewing procedures for handling health and safety suggestions and recommendations from employees.
- Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

The Health & Safety Committee shall have access to any records and or information needed to perform its responsibilities.

The Employer shall provide timely, appropriate, and adequate training for employees who are required to perform duties that involve potential hazards to health and safety.

Training conducted during work time shall be at the Employer's expense.

Employees attending training sessions outside of their regular workday shall be compensated as follows:

Hourly employees shall be paid according to the provisions of the Fair Labor Standards Act or the compensation provision of this contract, whichever is greater.

All other employees shall be paid at their per diem rate.

The Employer shall provide specialized training as necessary for Union-designated representatives on the Health and Safety Committee.

Oregon Education Association

A Safety Committee shall exist at every District operated building with bargaining unit members, selected by the Association, composing not less than 50% of the committee. The Committee shall meet regularly, but no less than three (3) times per year, to address health and safety issues. Employees assigned to work at non-District building sites shall be considered part of the District central office staff for purposes of representation and participation in a Safety Committee.

New Jersey Education Association

A Joint Health and Safety Committee shall be established and will consist of (...negotiated number...) members appointed by the Association President and (...negotiated number...) members appointed by the Superintendent. The President and Superintendent (or their designees) shall serve as Co-Chairs of the committee. The committee shall meet (...negotiated frequency...) and an agenda shall be prepared and distributed at least (...negotiated number of days...) in advance of the meeting. Such meetings shall occur during the normal work day and association members on the committee shall be released from work without loss of pay for the purpose of attending such meetings.

A training program for the committee, and subsequent training programs for all employees, shall be developed by the parties and will be provided by outside consultants who are jointly selected by the committee. The district shall bear all costs associated with this training.

Blue Mountain Education Association, Pennsylvania

Understanding that emergency response as well as practice and drills for the same will continue to be an evolving, dynamic issue, the parties agree to communicate, cooperate, and work with each other in good faith so as to maximize the overall effectiveness and preparedness of all District-related personnel to cope with such situations going forward.

In conclusion, it is vital that we do whatever we can to help keep students, staff, and faculty safe. One method of doing this is to bargain contract or board policy language that will further ensure the parties' commitment to prevent gun violence. As listed in the above sections, language relating to such concepts as prohibiting weapons, violence against staff, supports for staff after an assault, broad health and safety protections, and establishing a joint health and safety committee are areas that can assist in protecting employees and students.