

December 3, 2002

Hand Delivered

Mr. Wayne Tanaka
Director of Administrative Services
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA. 94109



Re: Understanding and Agreement between the District and the Employees' Association

On November 20, 2002, the District and the Employees' Association (EA) signed an agreement resolving, in part, the grievance initially filed on June 14, 2002 regarding the new classification of Air Quality Case Settlement Specialist I/II (AQCSS). There are two references to other positions in this grievance. They are as follows:

Under Factual Particulars it states in part:

"Additionally, at the June 14, 2002 meeting, the Association required that the District fill the remaining vacancies in all bargaining unit classifications and comply with SECTION 16.02 CONTRACTING OUT of the MOU."

Under Redress it states in part:

"The District shall fill the remaining vacancies in all bargaining unit classifications and comply with SECTION 16.02 CONTRACTING OUT of the MOU."

The agreement signed on November 20, 2002 only addressed the AQCSS portion of the grievance. The last sentence of this agreement states:

"Finally, the parties agree that this Agreement regarding the establishment of the AQCSS Classification will resolve the Association's grievance on this matter."

Since the remaining portion of the grievance relates to Section 16.02 CONTRACTING OUT and given that the parties are currently meeting on a new classification(s) and other "scope" issues for Student Interns, the EA is prepared to withdraw the grievance filed on June 14, 2002, without prejudice.

The District acknowledges that in the event the parties are unable to reach agreement by February 1, 2003, regarding the employment status of the Student Interns and any other non bargaining unit employee(s) doing bargaining unit work, the EA reserves the right to file a grievance(s) on any related claimed MOU violation, including but not limited to, the District's alleged violation of Section 16.02 of the MOU.

Upon signing this agreement the District and the EA agree that the EA's grievance will be effectively withdrawn with the understanding that the withdrawal is without prejudice, that the EA retains the right to file another grievance to address alleged MOU violations associated with the District's use/employment of non-bargaining unit employees doing bargaining unit work including student interns and temporary employees, and the grievance shall be timely if it commences no later than 30 working days from February 1, 2003.

DATE: DECEMBER 4, 2002

FOR THE EMPLOYEES' ASSOCIATION

Jeffrey Love

FOR THE DISTRICT

Wayne Tamaka