

Side Letter of Agreement on Contracting Out, CARE Program

WHEREAS, the Bay Area Air Quality Management District (District) has indicated a need to hire employees to work 2,000 hours related to the District's CARE program; and

WHEREAS, the current Memorandum of Understanding (MOU) Section 16.02, provides restrictions as to the hiring of temporary employees; and

WHEREAS, the Bay Area Air Quality Management District Employees' Association (Association) and the District have met pursuant to Section 17.04 of the MOU; and

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The District will offer a total of 1,000 hours of overtime during the duration of this agreement to bargaining unit employees in the Engineering Division. All overtime hours worked will be paid and will not be available in compensatory time off.
2. The District will assign overtime pursuant to the MOU to backfill the work duties of such employee or employees that are assigned by the Engineering Division to perform work related to the CARE Program.
3. The District may hire one (1) temporary employee to perform work related to the District's CARE Program, not to exceed 1,000 hours during the duration of this agreement.
4. This Side Letter of Agreement shall be incorporated into the MOU, (June 7, 2000 through June 30, 2010) as if fully set forth therein. This Side Letter of Agreement shall terminate when the 1,000 hours specified in items #1 and #3, above, are exhausted.
5. This Side Letter of Agreement will become effective upon approval of the Association's membership.
6. Continuation of this agreement beyond June 30, 2005 is subject to Board approval of sufficient funds in the Engineering Division's budget to cover the overtime costs.

ON BEHALF OF THE DISTRICT:

By: Michael R. Rich

Date: 3-17-05

ON BEHALF OF THE ASSOCIATION


By: James J. Coraggio

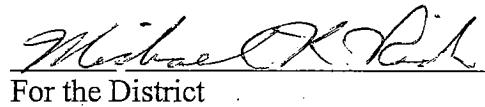
Date: 3-17-05

District and EA Meeting:  
January 26, 2005  
Fourth Floor Conference Room – West Side

GRIEVANCE TIME LIMITS:

Pursuant to MOU Section 4.03.4 "Time Limits" of the Grievance Procedure it is agreed mutually between the District and the Employees' Association that the Association's concern regarding the unilateral deletion of the District's long-standing practice of compensating employees for parking at transit stations as part of the transit subsidy, and possible related grievance, shall be put on hold, if necessary, until up to 30 working days following the District's response to the Association's concern.

 Thomas J. Coran 1/26/05  
For the Association

 Michael R. Park 1-26-05  
For the District