

Tentative Agreement Between
Bay Area Air Quality Management District and
Bay Area Air Quality Management District Employees' Association, Inc.
February 23, 2009

The following agreement settles the I-Bond grievance in its entirety. The agreement is not precedent setting and is subject to Employee Association, APCO and District Board approval. The parties agree to the following:

1. A category of limited term appointments shall be established to perform work necessitated by the I-Bond grant program, or to backfill vacancies* created when District employees accept such limited term appointments.
 - a. "Limited Term" is defined as employment that is paid for by I-Bond funds and is not to exceed the duration of the I-Bond grant funding.
 - b. When I-Bond funding terminates, either for an individual position or the program, limited term appointments associated with that funding shall terminate. Employees in limited term positions are not subject to Article 10 of the collective bargaining agreement.
 - c. Limited term employees shall be considered employees represented by the Bay Area Quality Management District Employees' Association, Inc.
 - d. Limited term employees shall be limited to non-supervisory positions.
 - e. This agreement is not intended to prohibit the District from hiring full-time regular employees for any purpose.
2. For I-Bond limited term appointments only, a separate promotional recruitment process may run concurrent with an open recruitment process.
 - a. The Association waives Article 16.01 Sections 8 A, B and C of the collective bargaining agreement for these I-Bond limited term appointments only.
 - b. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.
3. Regular full-time employees of the Bay Area Air Quality Management District who are hired into an I-Bond limited term position shall have the right to return to her/his regular full-time position when I-Bond funding terminates.
4. Contract employees shall not be used for I-Bond projects after April 30, 2009 unless otherwise agreed to by the parties. The Association shall not unreasonably withhold agreement. Disputes regarding application of this provision will be subject to expedited binding arbitration, using a pre-determined list of arbitrators; selection from the list will be based on the first available arbitrator. The date of the arbitration shall not exceed 30 days from the date of request. Arbitration decisions pursuant to this provision will be issued at the conclusion of the arbitration hearing.
5. The District agrees to pay the Association \$320.00.


FOR THE DISTRICT


FOR THE EMPLOYEES' ASSOCIATION

2-23-09
DATE

2/23/09
DATE

* Example: An Air Quality Technician accepts an appointment as a Limited Term Administrative Analyst to perform I-Bond work; the District may then hire a Limited Term Air Quality Technician to backfill.