

Side Letter of Agreement
Between the Bay Area Air Quality
Management District and the
Bay Area Air Quality Management
District Employees' Association on
Implementation of Late Shift

The District needs to establish a late shift to meet its operational needs. The District reserves the right to discontinue this shift arrangement at any time based on operational needs.

Short Term Plan:

Beginning as soon as possible and through December 29, 2006, the District will initiate extended late shifts on a rotating basis; these shifts will be 12 hours in duration, to include three hours of overtime. The schedule will be posted through December 29, 2006, and employees may sign up for shifts based on seniority. In the event there are not sufficient volunteers, then employees will be assigned in order of inverse seniority.

General Provisions:

1. The late shift will only apply to Monday through Friday.
2. The start time and end times will be 9:30 a.m. to 10:00 p.m. for nine hour days, and 10:30 a.m. to 10:00 p.m. for eight hour days.
3. Inspectors: The District will request volunteers to work the late shift on a rotating basis. If there are more volunteers than late shift opportunities the volunteers will be selected by seniority within the classification. If there are not enough volunteers then assignment to late shift opportunities will be made by inverse seniority within the classifications. At least one of the late shift opportunities will be assigned to a Supervising or Senior Air Quality Inspector. No inspector may work more than five days on the late shift in a 30 work day period.
4. Radio/Telephone Operators: The late shift will include one opportunity for a Radio/Telephone Operator (or Supervising RTO). The District will request volunteers from among those Radio/Telephone Operators working a Monday through Friday schedule. If there are not enough volunteers, then assignment to the late shift opportunity will be made by inverse seniority among those assigned to a Monday through Friday schedule. A different

RTO will be assigned to each shift by rotation. The District will explore the feasibility of RTOs working from home, and will review long-term workload and service-level needs to determine whether to recommend adding a position through the regular budgetary process.

5. The District shall provide the following security measures for employees working a late shift in the District building:
 - a. A security guard on site when employees are present working a late shift in the building, inclusive of any overtime extension of a late shift.
 - b. Availability of either a District vehicle for the employee to drive home on a day when the work a late shift, or, if no vehicle is available, a District-paid taxi ride home for employees who live in San Francisco, or to transit for employees who live outside of San Francisco.
 - c. Remote control access to the garage door so that employees do not have to exit their vehicle.
 - d. Individual requests for adjusted start times on days following an employee working a late shift will be evaluated and may be approved by the employee's manager on a case-by-case basis according to operational needs.
6. All other pay and working conditions will be in accordance with the Memorandum of Understanding (e.g., shift differential).
7. This Side Letter of Agreement is subject to the grievance procedure contained in the MOU.

FOR THE DISTRICT


Michael K. Rich

FOR THE ASSOCIATION


Will Saltz