BAAQMD (Air District) and the Employees Association (EA)

Tentative Agreement

16.03 Interns and Fellows

SECTION 16.03 INTERN AND FELLOWS PROGRAM

The District operates an Intern and Fellows program. In connection with these actions, the District and the EA agree that individuals appointed to intern classifications (as defined below) or fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this agreement, except as provided in Section 16.03(C)(1) below.

PART A: COLLEGE INTERNS

* + - 1. The EA and the District shall mutually establish College Intern Program guidelines and College Intern classifications. The District shall have the right to determine where Interns are assigned. The District agrees Interns shall perform work consistent with the class specification only. The College Intern classifications shall be in place and in effect prior to the implementation of Part A.
      2. The District has the right to determine the number of College Interns to use in this Program. The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.
      3. The District has the right to determine each College Intern’s work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labors Standards Act (FLSA).
      4. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis
      5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
      6. The hourly pay rate for College Intern shall be equivalent to that of step A of the Office Assistant I classification

PART B: HIGH SCHOOL INTERNS

The EA and the District have established the High School Intern Program guidelines and the High School Intern classification. The District shall have the right to determine where High School Interns are assigned. The District agrees High School Interns shall perform work consistent with the class specification only.

1. The District has the right to determine the number of High School Interns to use in this Program. The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.
2. The District has the right to determine each High School Intern’s work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs.
3. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis
4. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
5. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

PART C: FELLOWS

The District may sponsor Fellows through a bona fide educational institution or public agency to perform work consistent with the program or area that they are assigned to.

1. The District shall have the right to determine where the Fellows are assigned.
2. The District has the right to determine the number of Fellows in this Program. However, the total hours for this Program in any year shall not exceed 2000.
3. The District has the right to determine each Fellow’s work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to Fellows. Fellows shall not be assigned work in excess of 40 hours in a workweek.
4. The District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
5. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
6. The pay rate for Fellows shall be determined by the sponsoring educational institution or public agency.

PART C: VIOLATIONS OF THIS AGREEMENT

1. If the EA believes this Side Letter is being violated, the President or designee shall request a meeting with the Human Resource Officer or designee to review concerns. The meeting shall be held within 5 calendar days of the request. In the event matters are not resolved to the EA’s satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator’s decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.
2. Upon termination of Part A and/or Part B, as a result of the arbitrator‘s decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.

PART D LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

PART E MISCELLANEOUS

1. The District shall pay to the EA an equivalent amount of dues, that the College Interns would have paid had they been EA members, as applicable under Section 2.06 of the MOU.

By signing below, the parties agree to recommend approval of this tentative agreement.

For the Air District/Date

For the Employee Association/Date