**BAAQMD and EA**

**Tentative Agreement on various items and MOU Section 16.02**

**December 3, 2020**

**Annual Leave: MOU Section 12.01**

The goal of the parties is to mitigate a situation never contemplated in which some employees will exceed the cap and will not be able to continue accruing leave due to COVID-19 shelter in place.

The following provisions shall be in effect from the date of the ratification of this agreement through December 31, 2021.

* 1. Increase the maximum annual accrual cap to 500 hours
	2. Allow any employee with a leave balance over 460 hours as of December 31, 2020 to sell back, on a one-time basis, an additional 40 hours for a total of 80 hours in a calendar year.

**Hazard Pay: MOU Section 7.14**

The parties agree that the following interpretation shall be in effect until the Governor declares an end to the current COVID-19 pandemic.

a. Hazard pay shall be provided to any employee who is directed by their supervisor and/or manager to work away from their home for the period of such assignment.  The direction from the supervisor/manager and approval by HR shall be in writing.

b. An employee shall not be eligible for hazard pay if the employee elects, on their own behalf, to leave home to accomplish District work, and that employee is not directed to do so by their supervisor and/or manager.

* 1. The application of this interpretation shall be retroactive to August 30, 2020. Documentation of the supervisors’ and/or manager’s direction, and HR approval in writing shall be required of any employee claiming this retroactive pay.

**Secretary and Administrative Secretary Classes Study**

The parties agree to eliminate the current Secretary and Administrative Secretary classes. The parties agree to create the new classes of Administrative Assistant I/II. The salary range of the Administrative Assistant I will be 114 and the Administrative Assistant II will be 118.

**SECTION 16.02 CONTRACTING OUT**

The parties agree to the amended version of MOU Sec 16.02 as attached.

**SECTION 16.02 CONTRACTING OUT**

The District shall not contract out or remove from the bargaining unit any District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the District’s normal selection process could perform adequately, competently and in timely manner, except as provided below.

**Temporary Employees**

When regular permanent employees are unable to perform bargaining unit work, the District may utilize temporary employees under the following circumstances:

1. Concurrent with the District’s recruitment for one or more bargaining unit vacancies, commencing at the time of District authorization of the recruitment and ending upon a permanent appointment.
2. Limited term assignments that cannot be adequately performed by bargaining unit employees. “Adequately performed” shall refer to the current skill set of existing District staff, the time required to perform the work or project delivery deadlines. A “limited term assignment” refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
3. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
4. In order to meet short term needs, including emergency situations. An “emergency situation” shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of District management.

In any fiscal year, the total number of hours of temporary employment allowable under the above provisions shall not exceed 17,000.

The District shall provide the EA with prompt, written notice of each temporary employee. The notice shall include the following information: specific reason for the hire, hiring date, job class and division. If the temporary employee is hired under provision B, the notice will include both the specific assignment and anticipated length of service.

The District shall provide the EA with quarterly reports for each fiscal year that include the following information: temporary employee’s name and total hours worked. The District shall provide notice when it reaches 15,000 hours of usage of temporary employees in any fiscal year.

**Contractors**

In addition to the use of temporary employees the District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

**Representation**

Temporary employees, limited term employees and contractors employed under this agreement shall not be represented by the EA.

For the District/Date:

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For the EA/Date:

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