

SIDE LETTER OF AGREEMENT  
BETWEEN  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
EMPLOYEES' ASSOCIATION

**ADMINISTRATIVE LEAVE WITH PAY**

WHEREAS, the Bay Area Air Quality Management District (District) has decided, at times it has a need to place employees, represented by the BAAQMD Employees' Association, on administrative leave, and;

WHEREAS, the current MOU provides that the District has the right to place employees on administrative leave, including as provided for in section 5.06.2, Dismissal, and;

WHEREAS the parties desire to have a clear understanding of the terms and conditions of represented employees during periods they are placed on administrative leave, and;

WHEREAS, the Bay Area Air Quality Management District Employees' Association (EA) and the District have met and conferred in good faith pursuant to section 3505 of the Meyers-Millias-Brown- Act (MMBA) to that end,

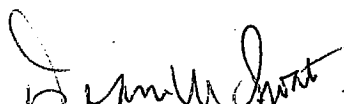
NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

- A. Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration administrative leave with pay.
- B. Pursuant to Section 3.11(d), the District has the right to relieve employees from duty for legitimate reasons. Accordingly, the District may place employees on paid administrative leave during the course of investigations that may lead to disciplinary action. Provided, however, that the period of administrative leave in

any given instance shall not exceed the time reasonably necessary to conclude the investigation.

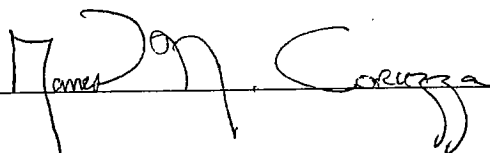
- C. The District reserves the right to direct employees not to enter and/or access District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the District causing a monetary loss to the employee shall be reimbursed by the District to the full amount. The employee shall submit to the District verification of the monetary loss and the District shall fully reimburse the employee within ten working days of the receipt of such verification.
- D. Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.
- E. This Side Letter of Agreement is subject to Article IV, Grievance Procedure, of the MOU.
- F. Any change(s) to this Side Letter of Agreement that the District acts upon without meeting and conferring shall be null and void.

ON BEHALF OF THE DISTRICT

By: 

Date 8/18/04

ON BEHALF OF THE ASSOCIATION

By: 

Date 8-18-04