

SIDE LETTER OF AGREEMENT
BETWEEN
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
EMPLOYEES' ASSOCIATION
CCTV SURVEILLANCE CAMERAS AND ELECTRONIC ACCESS CONTROL SYSTEM

WHEREAS, the Bay Area Air Quality Management District (District) implemented a security system for the protection of the District Board of Directors, staff, the public, and District facilities and property, 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-Milias-Brown Act (MMBA) on the impacts of the District's decision to implement said security system,

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

1. Surveillance cameras shall not be installed to monitor non-public areas of District facilities occupied by employees except as bolded below: one in the elevator foyer of every floor (none on roof); one in the back staircase of the 2nd and 6th floors; one aimed at each of the access points to the garages; one in the hallway on the 7th floor, southeast quadrant; two in the hallway on the 6th floor, southwest quadrant; two in the basement lobby; and two in the main lobby.
2. The District shall not use surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
3. Information obtained through the security use of surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except in the event those records constitute evidence of a criminal act. Provided, however, the Grievant, or Arbitrator permits the Grievant, District, Association, and Arbitrator to review and refer to records from security cameras and related equipment to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action. The District, upon request of the Grievant, shall provide copies of the records within five working days. Further, the District shall not review records from security cameras and related equipment for the purpose of investigating and/or evaluating employee conduct at work. To ensure compliance with the terms of this agreement, all security records from surveillance cameras and related equipment shall only be available for review by the Director of Administration or his/her designee, except as provided herein.
4. This Side Letter of Agreement (Nos. 1- 5) is subject to Article IV, Grievance Procedure, of the Memorandum of Understanding.
5. Any change(s) to this Side Letter of Agreement (Nos. 1 - 4) that the District acts upon without Meeting and Conferring shall be null and void.

ON BEHALF OF THE DISTRICT

By: Michael K. Reib

Date: 12-3-08

ON BEHALF OF THE
EMPLOYEES' ASSOCIATION

By: W. Saltz

Date: 12/3/08