

SIDE LETTER AGREEMENT

Mandatory Shift Coverage for Airport Safety Officers I, II, III and IV

This Side Letter is by and between the County of Contra Costa ("County") and, Teamsters, Local 856 ("Teamsters") and is effective the first of the month following approval by the Board of Supervisors.

Airport management may require employees in the classifications of Airport Safety Officer I, II, III, and IV to work overtime hours in order to maintain minimum staffing levels, to address safety-related issues, or to address security-related issues and events in accordance with 54.2.L.2. below. This Side Letter amends **Section 54.2 – General Services and Maintenance Unit** of the MOU to set forth the rules for mandatory overtime as stated below.

54.2 General Services and Maintenance Unit

L. Airport Safety Officer, I, II, III, and IV.

1. Employees who volunteer to fill vacant shifts will be eligible for overtime in accordance with Section 7.1 of the MOU.
2. Mandatory overtime may be required to meet Federal Aviation Administration (FAA) regulations, in Title 14, Code of Federal Regulations (CFR), Part 139, as outlined in the Buchanan Field Airport Certification Manual, including but not limited to, mandatory overtime coverage at Buchanan Field to complete the Airport Self-Inspection Program and fulfill the FAA's airport index Aircraft Rescue Fire Fighting requirements. Mandatory overtime will be assigned by airport management to qualified employees in the following manner:
 - a. If no employee volunteers to fill the vacant shift, mandatory overtime will be used to fill the vacant shift. Airport management shall contact employees that are off-duty to fill the shift in order of reverse seniority (starting with the employee with the least seniority in the Airport Safety Officer classification series).
 - b. If no off-duty employee is able to work the vacant shift, then the on-duty employee with the least seniority at the time of notification will be mandated to fill the vacant shift.
 - c. Employees who do not comply with a request to work a mandatory overtime assignment may be subject to disciplinary action.

- d. Section 7.1 of this MOU is modified for Airport Safety Officers I (9BWC), II (9BVC), III (9BTB), and IV (9BNB) who work mandatory overtime as follows:
- i. Airport Safety Officers mandated to work overtime pursuant to L.2. above will be paid at one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials) for any mandatory overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours.
 - ii. For mandatory overtime only, hours worked for the purposes of calculating forty (40) hours per week, eight (8) hours per day, and daily number of scheduled hours includes hours paid. Hours paid does not include absence without pay or time off taken with less than 24-hours advanced notice. In these instances, mandatory overtime will be paid as Straight Time Pay in accordance with Section 7.3 of the MOU, unless and until an employee's hours while working mandatory overtime exceed forty (40) hours per week or eight (8) hours per day and exceed the employee's daily number of scheduled hours.
 - iii. Any special differentials that are applicable during mandatory overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.
- e. Mandatory Overtime Pay: In addition to the foregoing, Airport Safety Officers mandated to work overtime pursuant to L.2. above will also be paid one additional hour for the mandatory overtime shift at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials).

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This Side Letter will remain in effect for the term of the current Memorandum of Understanding ("MOU") between the County and Teamsters (July 1, 2016 – June 30, 2022). The terms of the Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between Contra Costa County and Teamsters remain unchanged by this Side Letter.

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