

SIDE LETTER OF UNDERSTANDING

This Agreement is by and between the Golden Gate Bridge, Highway and Transportation District ("District") and the International Federation of Professional and Technical Engineers, Local 21 ("Union"), Engineers Unit. The following language replaces the language in Article 4: Union Security in the 207-2020 MOU:

A. Effective June 27, 2018, upon certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the Employer. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of an authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed an authorization form.

B. Membership dues and fees shall be paid by payroll deduction. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for. The Union will be granted permission by the District to have assessments, premiums, and political fund contributions, if any, of its member employees deducted from their paychecks, in accordance with the procedures prescribed herein.

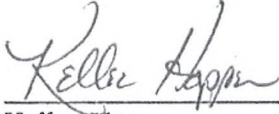
C. The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

D. Dues and other monies withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

G. The Union shall indemnify, hold harmless, and defend the District against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the District's compliance with this Section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the District shall promptly give written notice of any claim to the Union, (ii) the District shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the District shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the District in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the District, or agreeing to any injunctive relief or consent decree being entered against the District, without the consent of the District. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the

Union against the District.

FOR THE DISTRICT



Kellee Hopper
Deputy General Manager, Administration and
Development

Date: 9/19/18

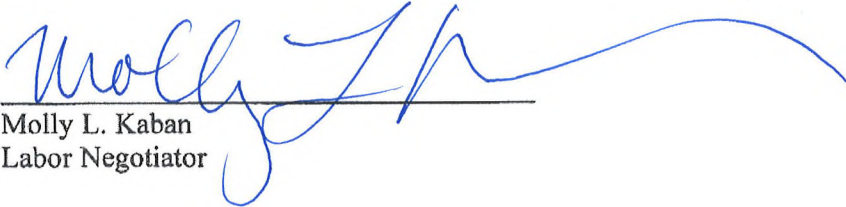
FOR THE UNION



Alex Tonisson
Director of Field Services

Date: 7/27/18

APPROVED AS TO FORM:



Molly L. Kaban
Labor Negotiator