

July 5, 2023
to June 30, 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT,
AND
LOCAL 21, ALLIED ADMINISTRATIVE EMPLOYEES UNIT

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ARTICLE 1 -- PREAMBLE

This Agreement is a Memorandum of Understanding entered into on this 5th day of July, 2023, between the Golden Gate Bridge, Highway and Transportation District, its successors, lessees, and assignees hereinafter referred to as the District, and the International Federation of Professional & Technical Engineers, Local 21, hereinafter referred to as the Union.

ARTICLE 2 -- RECOGNITION

2.1 The District recognizes the Union as the formally recognized employee organization for the Allied Administrative Employees Unit, which Unit includes the classifications listed in Appendix C and all other classifications as deemed appropriate by the Board of Directors.

2.2 The parties have held required meetings concerning wages, hours and other terms and conditions of employment and have complied with the requirements of the Meyers-Milias-Brown Act providing for such meetings and discussions.

ARTICLE 3 -- COMPLIANCE WITH LAW AND NO DISCRIMINATION

3.1 The parties hereby acknowledge that this Memorandum of Understanding is subject to the provisions of the Meyers-Milias-Brown Act (Section 3500 through 3510 of the California Government Code) and all other applicable laws of the state of California, including the District's Employer-Employee Resolution No. 7293. The parties agree that this Memorandum of Understanding shall be administered in a non-discriminatory manner.

3.2 For the purpose of determining the conformance of the provisions of this Memorandum of Understanding with the applicable laws of the state of California, each provision of this Memorandum of Understanding shall be deemed separate and severable from all other provisions of this Memorandum of Understanding.

3.3 If any provision(s) of this Memorandum of Understanding are found to be or become contrary to the applicable laws of the state of California either by judicial decision or amendment to the applicable laws of the state of California, then such provision(s) shall be deemed void and invalid for all purposes, but all other provisions of this Memorandum of Understanding shall remain in full force and effect unless the parties shall agree that to hold such other provision or provisions in full force and effect shall be inconsistent with the purpose and intention of this Memorandum of Understanding. In the event any provision is held invalid, the parties shall meet promptly regarding such provision.

3.4 Neither the Union nor the District shall discriminate against any employee by reason of protected union activity, race, political affiliation or activities, color, religion, age, sex, sexual orientation, or on any other basis protected by applicable state or federal law.

ARTICLE 4 -- EMPLOYEE LIST

4.1 The District will provide the Union the following data for each employee on a quarterly basis within legal and reasonable administrative constraints.

1. Name
2. Employee Number
3. Department and Section
4. Current Classification
5. Work Location

ARTICLE 5 -- DUES CHECK OFF AND AGENCY SHOP

5.1 The Union is responsible for all decisions to initiate, change, and cancel contributions from represented employees' pay, and for all matters regarding an employee's revocation of an authorization, and the District shall rely solely on information provided by the Union on such matters. "Contributions" as used in this section means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union. The District shall direct all employee requests to change or cancel contributions, or to revoke an authorization for contributions, to the Union. The District shall not seek to resolve disputes between the Union and represented employees about Union membership, the amount of contributions, or revoking authorizations for contributions. The District or its managers shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The parties agree that the District has no role, responsibility, or decision making authority over the terms of Union membership, including revocation of such membership, or over revocation of an employee's authorization for deductions of contributions, except to cancel deductions upon notice from the Union.

5.2 The District will make available to the Union upon request a list or database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the District; home address; and any contribution amount deducted. The Union shall submit any request to initiate, change, or cancel deductions of contributions from represented employees' pay. The District shall deduct contributions from a represented employee's pay upon submission by the Union of a request and a certification by an authorized representative of the Union that for each employee for whom the Union has requested deduction of contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. The District shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the District receives the request after that time, the District will implement the changes in two following pay periods. Except as otherwise provided in this section, the District shall continue to deduct and remit contributions until it receives notice to change or cancel deductions from the Union, or it receives an order from a court or administrative body directing the District to change or cancel the deductions for one or more employees. Within nine (9) working days following payday, the District will promptly pay over to the Union all contributions.

5.3 Contributions 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.

5.4 If an employee asks the District to deduct contributions, the District shall direct the employee to the Union to obtain the Union authorization form. If a represented employee hand delivers the official Union form authorizing such deductions to the District, the District shall process the authorization and begin the deduction within thirty (30) days. The District will send the Union a copy of any authorization form that it receives directly from a represented employee. Union rules provide that for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary date on which the employee signed the employee's form.

5.5 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. This subsection shall not apply to any claim against the District where the District failed to process a timely and proper request to change or cancel a contribution deduction.

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

ARTICLE 6 -- UNION ACTIVITY

6.1 Use of District Facilities. District facilities shall be made available for meetings upon timely application by employees or the Union. Such use shall not occur during regular business hours, other than the lunch period. Request for such use shall be made to the District Deputy General Manager, Administration and Development.

6.2 Bulletin Boards. The District shall provide reasonable space on specified bulletin boards at the Bridge Administration Building at the Toll Plaza and the Administration Building at

San Rafael for use by the Union to communicate with District employees working in the represented unit about business pertaining to the Union. The Union shall exclude material pertaining to political matters or to any matter in dispute involving any other employer than the District or any other labor organization than the Union. All posted material shall be authenticated by the signature of a duly authorized representative, shall be neatly displayed and shall be removed when no longer timely. The District reserves the right to remove any unauthorized and or untimely posted material.

6.3 Official Representative/Stewards. The Union shall select one member from the Unit whose workplace is located in San Francisco and one member from the Unit whose workplace is located in San Rafael as representatives or stewards of the Unit. The San Francisco member shall represent only those members located in the San Francisco workplace and the San Rafael steward shall represent those members located in the San Rafael workplace. There will be no switching or substituting of representatives or alternates, except in cases of emergency. The Union will designate such representatives.

6.4 Union Access. The Union shall be permitted to contact individual employees working within the represented bargaining unit in District work areas during business hours on matters within the scope of representation providing proper arrangements have been made for each such contact with the employee's supervisor or the Human Resources Director or the Deputy General Manager of Administration and Development.

6.5 Information. The District agrees to provide the Union, on a monthly basis, a Deduction Register listing, at a minimum, the name and social security number of the member/employee, the department in which the employee/member works and the amount of dues paid.

ARTICLE 7 -- UNION INFORMATION

7.1 The District agrees to state, on any postings for positions covered by this Agreement, that the position is a bargaining unit position represented by International Federation of Professional and Technical Engineers, Local 21, AFL-CIO.

ARTICLE 8 -- MANAGEMENT RIGHTS

8.1 The rights of the District in the operation of its business, including but not limited to, the type and kind of service to be rendered to the public, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for just cause, are limited only by the express provisions of this Memorandum of Understanding.

ARTICLE 9 -- JOINT LABOR MANAGEMENT COMMITTEE

9.1 A Joint Labor Management Committee will be established and will be comprised of the following:

9.1.1. The Committee will meet on a quarterly basis to discuss matters of mutual concern.

9.1.2. The Union will provide to the Deputy General Manager of Administration and Development an agenda of items to be discussed no later than one week before the meeting. Pay for performance, supervisor performance appraisals, status of recruitments, and career development and training could be topics of discussion raised by the Union.

9.1.3. The Committee will meet for up to, but no more than, two (2) hours. At the sole discretion of the Director of Human Resources or designee, the length of the meeting may be extended. A maximum of two (2) bargaining unit employees will be on paid status while attending a Joint Labor Management Committee meeting.

9.1.4. The Committee members will be the Director of Human Resources and the Deputy General Manager of Administration and Development or designees for each and two (2) labor members and a representative from the Union to be designated by the Union.

9.2 This Committee process, and the matters discussed, shall not be subject to the grievance or arbitration procedure set forth in Article 10, and is not a meet and confer session. This process does not preclude represented employees and the Union from filing grievances otherwise covered under Article 10.

ARTICLE 10 -- GRIEVANCE PROCEDURE

The District and the Union recognize the value of discussing concerns from Union members about matters within the scope of representation. Before filing any grievance under this section, the Union agrees to meet with a District representative on questions relating to the interpretation or application of the provision of this Agreement or the alleged non-compliance with or misinterpretation or misapplication of any working condition, rule or Board resolution or District or Department rule or policy.

10.1 A grievance must be in writing and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding, any applicable Board rules, policies or resolutions and any District and Department rules and policies within the scope of representation.

10.2 Step 1. Grievances shall be submitted to the District, in this case, the grievant's Department Head or his or her designee, by the Union in writing within ten (10) working days of the occurrence or date they may have reasonably learned of the occurrence upon which the grievance is based. Any grievance not submitted within the prescribed time shall be waived. Following the submission of the grievance, the employee and the Union representative shall meet with a District representative within ten (10) working days to attempt to resolve the grievance. Notice of the decision shall also be transmitted to the Union and the employee of the decision.

10.3 Step 2. Should the Union representative and the District representative fail to resolve the grievance, it shall be referred in writing within ten (10) working days after receipt of the decision by the Union or the grievant to the Deputy General Manager, Administration and Development. The Deputy General Manager, Administration and Development shall meet with the Union representative and the aggrieved employee within ten (10) working days to attempt to resolve the grievance. The Deputy General Manager shall issue a decision to the Union on the grievance within fifteen (15) working days.

10.4 Step 3 (Arbitration). In the event that the parties are unable to reach an agreement concerning the resolution of a grievance, the arbitration procedure outlined below shall govern.

10.4.1. Only the Union shall give notice of a desire to invoke the arbitration process within ten (10) working days after the receipt of the decision of Step 2 of the grievance procedure has been issued in writing.

10.4.2. The parties shall jointly select an arbitrator who shall be able to hear the dispute within a reasonable time following his/her selection. If the parties are unable to agree upon an arbitrator, they shall request a list from the State Mediation and Conciliation Service. By coin toss, the winning party shall strike the first name of an arbitrator, and so on, alternating, from such list, until one name is remaining. The decision of the arbitrator shall be final and binding on all parties.

10.4.3. The expenses of the arbitrator and/or transcript expenses shall be jointly paid by the Union and the District.

10.4.4. The arbitrator shall be requested to expedite his/her decision as the parties normally expect a decision to be issued within twenty (20) working days after the conclusion of the hearing.

10.4.5. The arbitrator, in deciding any matter, is bound by the terms of the Memorandum of Understanding. The arbitrator may not add to, delete from, or otherwise modify, the rules and regulations of the District or the Memorandum of Understanding.

10.5 Upon the request of either party, and upon mutual agreement, time limits set forth above may be extended or suspended. Failure of the District to respond within the time limit shall automatically advance the grievance to the next level.

10.6 Step 1 and Step 2 grievance meetings and arbitration hearings shall be taken up during office working hours. If a meeting or hearing is scheduled outside of the grievant's normal working hours, the grievant shall not be on paid time. It is the expectation of the parties that, except in emergency situations, determined in the sole discretion of the District, as part of the investigation into any matter that is the subject of a suspension or discharge, the employee and his or her representative will have an opportunity to meet with the employee's supervisor.

10.7 The parties may agree on which step is most appropriate to file a grievance. A grievance affecting more than one employee shall be filed at the level having authority over all employees affected by the grievance. If the District disagrees with the level at which the grievance is filed, it shall submit the matter to the step it believes is appropriate for consideration.

ARTICLE 11 -- DISCIPLINE

11.1 No employee covered by this Agreement will be disciplined except for just cause.

11.2 In the event of an employee's breach of rules or regulations, the District will notify the employee, in writing, as speedily as proper investigation will permit, but no more than fifteen (15) working days, absent extenuating circumstances, from the date of knowledge of the

occurrence by the Supervisor of the intent to render discipline for such breach. A copy of the notice will be sent to the Union.

11.3 The causes for which an employee may be disciplined, discharged or withheld from service shall include, but not be limited to, the following:

1. Dishonesty
2. Insubordination
3. Intoxication or use of alcoholic beverages or illegal drugs while on District property
4. Harassment of fellow employees
5. Physical violence or the threat of physical violence

11.4 Except in cases of immediate discharge or removal from service, an employee having been furnished notice of the District's intention to render discipline, or his duly authorized Union representation on his or her behalf, shall, before rendition of the discipline, be entitled to a fair and impartial hearing before the Deputy General Manager or designee. The request for a hearing must be made to the Deputy General Manager in writing, within ten (10) working days of receipt, of the intent to impose discipline, by the employee and Union. Failure of the employee to request a hearing within ten (10) working days will constitute forfeiture of any claim. Such hearing will be held as soon as possible and in no event later than ten (10) working days after receipt of request made, unless the parties mutually agree that the time herein stated shall be continued. The employee will be afforded a fair and impartial hearing; and shall be furnished with a full, complete and clear written statement of the charges made against him/her prior to the hearing at the time the recommendation is made in writing. No discipline by suspension shall be administered any employee which shall permanently impair seniority rights.

11.5 In cases of immediate discharge or removal from service, an employee shall be given a hearing before the Deputy General Manager or designee within five (5) working days from date of discharge or removal from service. The time and place of such hearing shall be set in writing within two (2) working days from date of discharge or removal from service, with a copy of same transmitted to the Union involved.

11.6 The employee shall have the right to have his case presented, in writing, for a decision or by appearance through his representative. The Union representative, or his duly authorized representative, will be privileged to attend all such hearings. Witnesses will be allowed and statements admitted as evidence. The employee and his representative will be allowed to read all papers and question all witnesses prior to the hearing.

11.7 The Deputy General Manager will issue a written decision within fifteen (15) working days from the date the hearing is concluded and a copy furnished to the local union.

11.8 If the Deputy General Manager determines that the discipline, suspension, or discharge is found to have been made without just cause or should be mitigated, and if time has been lost, the employee will be paid for such loss of time in accordance with the amount he/she would have received had he/she not been held from service. If the Union is not satisfied with the decision of the Deputy General Manager, the matter may be taken to arbitration, provided that the

Union requests arbitration in writing within fifteen (15) working days of receipt of the Deputy General Manager's decision. Failure of the Union to request arbitration within this period will constitute a forfeiture of the claim.

ARTICLE 12 -- PERFORMANCE EVALUATION

12.1 The District shall provide copies of performance evaluations to employees within five (5) working days after the evaluation is fully executed.

ARTICLE 13 -- PERSONNEL FILES

13.1 The District shall maintain one (1) official personnel file in the Human Resources Department for each employee in the bargaining unit.

13.2 An employee has the right to arrange for an appointment to inspect his or her personnel file upon request to the Human Resources Director or his or her designee. The employee has the right to invite a Union representative or steward to review the contents of his or her personnel file.

13.3 The District will promptly notify the employee of any adverse material placed in his or her personnel file.

13.4 The employee has the right to respond in writing to any and all materials in the personnel file.

13.5 In case of discharge and/or discipline because of unsatisfactory performance, notations in an employee's record more than one (1) year as of the date of the matter or matters under investigation will not be taken into consideration except for notations involving serious misconduct including dishonesty, intoxication or use of drugs while on duty, physical violence or serious threat of physical violence or racial or sexual misconduct. This means that said matter or matters will not be taken into consideration at any stage in the grievance process and shall not be held against the employee.

ARTICLE 14 -- TIME OFF FOR VOTING

14.1 Section 14350 of the State Election Code provides that a voter who does not have sufficient time outside of working hours to vote during state or national elections, may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the voter to vote. No more than two (2) hours of the time taken off for voting will be District-paid time. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed by the employee and the supervisor.

14.2 If the employee knows or has reason to believe that time off will be necessary to enable the employee to vote on election day, the employee shall give his or her supervisor at least two (2) working days' notice that time off for voting is desired.

14.3 Accordingly, employees who are registered voters and who need time off to vote should make arrangements with their supervisor in accordance with these requirements and procedures. Employees who may need to take time off to vote are encouraged to vote by absentee ballot.

ARTICLE 15 -- HEALTH AND SAFETY

15.1 The District acknowledges its responsibility to provide safe, healthful work environments for employees and users of District facilities. Each employee has the right to safe and healthful working conditions. The District agrees to comply with all pertinent and applicable health and safety rules, regulations and laws.

ARTICLE 16 --- REMOTE WORK

16.1 Remote work will be permitted at the discretion of the Deputy General Manager of Administration. In accordance with the District's remote work policy, requests to work remotely will not be unreasonably denied. The Union understands and agrees that not all positions in the unit can be done remotely, and some employees will be required to work in-person.

16.2 The District agrees to provide ergonomic assessments by Risk Management of employees' remote work spaces upon request. If Risk Management recommends specific equipment to prevent injury or to reasonably accommodate a disability, the District will provide the equipment, either new or used. The Union understands and agrees that in certain circumstances, Risk Management may recommend that the employee work in the office rather than remotely to address ergonomic issues and/or disability accommodations.

ARTICLE 17 --WORKWEEK

17.1 The District administrative offices are open from 8:30 a.m. to 4:30 p.m., Monday through Friday of each week. The offices are closed on Saturdays, Sundays, legal holidays, and such other occasions authorized by the Board of Directors.

17.2 Regular work hours for District employees may differ among and within divisions, and may be designed to accommodate the operating needs of each division/department. District Officers/Deputy General Managers/Department Heads may authorize individual work schedules for employees.

17.3 The privilege of using flexible scheduling may be revoked at any time at the discretion of the supervisor or District Officers/Deputy General Manager, except this privilege shall not be revoked in an arbitrary, capricious or discriminatory manner.

17.4 Employees may use flexible scheduling for work assignments if authorized in writing by the District Officer/Deputy General Manager/Department Head, and if it satisfactorily serves operational requirements. Most administrative staff should begin work between 7:00 a.m. – 9:00 a.m., and end work between the hours of 3:00 p.m. – 6:00 p.m. However, other hours may be approved when operationally beneficial. It is the supervisor's responsibility to ensure that sufficient staff is present during the District's regular work hours of 8:30 a.m. to 4:30 p.m.

17.5 Pay periods that have a holiday may require an employee to adjust his or her schedule. Eligible employees receive either seven and one-half or eight hours' pay as designated holiday pay. When a holiday falls on a day that the employee normally works more than the seven and one-half or eight hours, the employee may supplement holiday pay by using vacation or compensatory time off accrual to equal the hours he or she would normally work on that day. If the holiday falls on the employee's "flex" day off, the employee must adjust his or her schedule so that the total number of paid hours does not exceed 40 hours in a week. All changes to the flexible schedule must have prior approval from the employee's supervisor or Deputy General Manager/Department Head. For purposes of computing overtime pay and compensatory time accrual for employees who work a voluntary flexible schedule, non-worked time such as sick leave, compensatory time off, jury duty, holiday and vacation pay, is not included in the calculation of hours for determining earned compensatory time or overtime pay.

17.6 Employees on flex schedules shall be subject to the same rules as employees on regular schedules; namely, non-worked time such as sick leave, compensatory time off, jury duty, holiday, and vacation pay, is not included in the calculation of hours for determining earned compensatory time or overtime pay.

ARTICLE 18 -- SALARY STEP PLAN AND ADMINISTRATION

18.1 Initial Employment Salary. The initial salary of a new employee shall be at Step 1 in the pay range; provided, however, that the Human Resources Director, with written approval by the General Manager, may appoint a new employee at a higher Step depending on the overall qualifications of the new employee and/or labor market conditions.

18.2 Eligibility for Advancement in Pay From Step 1 to Step 5.

18.2.1. An employee hired at Step 1 and who has successfully completed his/her introductory period shall advance to Step 2 in six months. All subsequent Step pay increases shall be made on the annual anniversary date of the employee's increase to Step 2 until Step 5 is reached.

18.2.2. An employee hired at a higher Step shall advance to the next higher step after one year. All subsequent Step pay increases shall be made on the annual anniversary date of the employee's date of hire until Step 5 is reached.

18.2.3. If an employee demonstrates outstanding work performance, he/she may request in writing, to the General Manager, through the District Officer/Deputy General Manager/Department Head, an accelerated Step increase prior to the scheduled Step increase.

ARTICLE 19 -- WAGE RATES

Wage rates for employees during the term of this agreement are included in Appendix C.

ARTICLE 20 -- RECLASSIFICATION

20.1 When job vacancies occur at the District, qualified District employees meeting performance standards in their current positions are welcome to make application for such positions. In instances where job responsibilities in current position are upgraded on an extended

or regular basis, or job duties are substantially changed, consideration will be given to requests for reclassification.

20.2 When an employee is promoted or reclassified, the employee will be appointed to the entry level Step of the salary range for the new position classification or to that Step in the salary range of the promoted class which represents an adjustment closest to a 10 percent (10%) increase in the District's salary schedule over the employee's salary level in the previous classification.

20.3 An employee within thirty (30) calendar days of receiving a step increase in his or her current position will have the 10 percent (10%) promotional increase calculated from the higher Step upon reclassification and promotion. In the event that 10 percent (10%) is midway between two (2) Steps in the range for the promoted class, the higher Step will be granted. After six (6) months in the new classification, the employee will be eligible for an increase to Step 2 of the salary range if he or she entered the new pay range at Step 1. Reclassified employees do not serve a six- (6) month introductory period.

ARTICLE 21 -- ACTING PAY

21.1 When a vacancy occurs, the General Manager may appoint a capable employee to serve in the position in an "acting" capacity on an interim basis. When an employee assumes all or the great majority of the duties of a temporarily vacant position, the employee may be eligible for acting pay under this policy. When the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for acting pay

21.2 The General Manager is authorized to grant an acting employee a pay increase for the entire appointment period if the appointment is expected to or does last 20 or more working days for administrative positions, and five or more working days for positions that supervise 24-hour per day operations. The employee will be appointed to the entry level of the higher classification or to that step in the salary range of the higher class which represents an adjustment closest to a 10% increase over the employee's previous pay level.

21.3 This policy also may be followed to fill temporary vacancies. Examples of temporary vacancies include when the incumbent employee is absent from work for an extended period of time due to vacation, sick leave, or other types of leaves.

21.4 When a pay increase is warranted, the Division Manager/Department Head should forward the request outlining the circumstances through the Human Resources Department to the General Manager for approval. If the acting status extends beyond three months, a performance appraisal shall be conducted.

21.5 When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in an acting capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the appointment. From the date of appointment for a period of six months, the employee will serve an introductory period in the new position. During this introductory period, the employee may receive two performance appraisals, one appraisal after three months, and one appraisal at the end of the six-month period.

Assuming fully satisfactory performance after six months in an acting capacity, and if the employee entered the position at step one pay, a pay increase to step two will be given. Employees entering a position at a higher step will be eligible for an increase on the anniversary date of the date of appointment to the acting assignment.

ARTICLE 22 --- TEMPORARY ASSIGNMENTS

22.1 The District agrees to notify the union whenever it hires a temporary employee to do unit work and will tell the Union the purpose of the temporary assignment as well as the estimated duration of the assignment. If the District determines that the temporary assignment needs to be converted to a regular full-time position, the temporary employee will be notified and allowed to apply for the position as an internal candidate for this position only.

22.2 If the temporary employee is hired into a permanent position, their time worked as a temporary employee will count toward eligibility for District service awards and vacation accruals based on years of service. This crediting provision shall be retroactive for bargaining unit employees who converted from temporary to permanent status in the last seven (7) years (since 2015). Employees who convert from a temporary position to a regular part-time or full-time position may also purchase CalPERS service credit to the extent allowed by CalPERS rules and the District's CalPERS agreement.

22.3 The District agrees that it will not use temporary workers as a means of diminishing the unit.

ARTICLE 23 --OVERTIME OR COMPENSATORY TIME OFF

23.1 The District shall compensate full-time employees at the rate of time and a half for hours worked during any workweek over their normal work schedule of 40 hours.

23.2 Employees shall not perform work that exceeds their normal workweek unless required and authorized in advance by their supervisors or managers. Overtime authorization shall be in writing and shall indicate whether the employee requested and was granted compensatory time off in lieu of overtime pay for overtime hours.

23.3 Full-time employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of compensatory time off-hours has been accrued, the full-time employee shall receive overtime pay for all hours worked that exceed his or her normal workweek. Any full-time employees who have accrued over eighty (80) hours must use their accrued time and reduce their balance to below eighty (80) hours before they may again accrue compensatory time off. Full-time employees may take compensatory time off upon request, provided the time off will not unduly disrupt operations. Upon separation from employment, employees shall be entitled to compensation for any accumulated compensatory time.

23.4 Part-time employees are entitled to earn overtime or compensatory time off at the rate of time and a half for hours worked in excess of 40 hours per week.

23.5 **Call-Back Pay.** If an employee is called at home to resolve a problem that can be handled externally due to technology, the employee shall report this as time worked. If the

employee must return to work to resolve an issue outside of regular work hours, the employee will be paid for time worked. In addition, the employee will be paid one hour from the time the call is received until the employee arrives at the workplace.

ARTICLE 24 -- LAYOFF

24.1 Notice of Prospective Layoff. When the District Board of Directors decides to lay off a position or group of positions, the Human Resources Director, under the direction of the General Manager, shall compile a list of the designated positions. A written notice shall be sent to the Union and to each potentially affected employee of the decision to eliminate the position(s) or of the decision for a temporary layoff, and of the effective date of action. This notice of prospective layoff shall be issued at least thirty days prior to the effective date of the layoff.

24.2 Methods of Implementing Mandated Reductions in Workforce

24.2.1. Categorical Order of Layoffs by Employment Status. When the opportunities to reduce the workforce by attrition are insufficient to accomplish the level of reduction required, or when specific positions are designated for layoff, the order in which layoffs within a job classification in a Division will be implemented, by employment status, is as follows:

(a) Employees who volunteer for layoff by sending written notice thereof to the Human Resources Director within five working days of receipt of notice of prospective layoff shall be the first category of employees to be laid off;

(b) Temporary, Seasonal and/or casual employees shall be the second category of employees to be laid off; and,

(c) New Introductory and Regular employees shall be the last category of employees to be laid off.

24.2.2. Procedure for Layoffs Within Job Classifications. Employees' past work performance and ability to contribute operationally will be considered as factors when the layoff of one or more positions within a job classification is required. When employee performance distinctions within a classification are not discernible, seniority will prevail.

24.2.3. Final Notice on Layoffs. At least five working days prior to the date that the reassignments and layoff are to take effect, the Human Resources Director shall give notice to all affected employees. The effective date shall be on the date designated by the Board of Directors for the official layoff action.

24.3 Rights of Employee Upon Layoff

24.3.1. Vacation, Severance Pay and Other Benefits. Each employee who is laid off shall receive two weeks' severance pay and any and all vacation pay, compensatory time accrual in accordance with District policy, and floating holidays which have been earned and not used through the date of layoff. Each laid off employee must return his or her employee identification card, keys, and all other District property.

24.3.2. All employees who are laid off shall be eligible for unemployment insurance benefits in accordance with applicable state laws or regulations.

24.3.3. In accordance with state laws and regulations, employees who are laid off may have available to them several alternatives with respect to any benefits to which they may be entitled under the California Public Employees' Retirement System (CalPERS). Employees should consult with the Benefits Administrator in the Human Resources Department and the State of California.

24.3.4. Layoff List. The names of all employees who have been laid off shall be placed on a layoff list which shall document for each employee the position held, the corresponding employment status, and the date of layoff. This list shall be kept in the Human Resources Department.

24.3.5. Recall Status. For twenty-four (24) months following layoff, the employees on the layoff list who had introductory and regular status shall be in a "recall status." In the event that, during this period, the position(s) eliminated by a layoff action is reestablished or a vacancy occurs in the same position/job classification within the Division, the Human Resources Director shall notify persons in the recall status of the opportunity to be reinstated to the position. Recall shall be in the opposite order of layoff.

24.3.6. While on recall status, employees may respond to any District recruitment to fill vacant positions at the District as "internal" applicants.

24.3.7. While on recall status, employees may elect to continue at their own expense their medical benefit coverage under the District's medical plan in accordance with COBRA. Accrued vacation will be cashed out and paid to the employee at the time of layoff. Accrued sick leave will remain on the books and will be restored upon recall/reinstatement. Regular employees with one (1) or more years of service will receive three months of paid COBRA coverage for health, dental and vision insurance coverage if the employee was covered under the plans at the time of layoff.

24.4 Reinstatement

24.4.1. The right to reinstatement shall prevail for a period of twenty-four (24) months from the date layoff took effect. Employees on the layoff list who are notified of the reestablishment of their prior position, or of a vacancy in the same position/job classification within the same Division, and who resume employment with the District in that position, will accrue vacation credits based upon actual years of service with the District. This does not include time laid off. For all other employment purposes, including but not limited to opportunities for promotion and transfer, the reinstated employee shall maintain his or her original seniority date and the employee shall assume any unused sick leave credits that had accumulated at the time of layoff.

24.4.2. If the employee held the original position in an introductory status, the employee shall resume such status upon reinstatement.

24.4.3. Employees may be reinstated to District employment in positions other than the ones from which they are laid off. In the event an employee accepts another position, the employee will be reinstated with vacation accrual levels equivalent to that when laid off. No credit will be given for the time period of actual layoff. Accumulated sick leave accruals at the time of layoff will be credited to the employee. If reinstated to a full-time regular position, the employee may still apply for open positions including any opening in the job classification to which the employee was assigned at the time of layoff.

24.4.4. Employees also may be eligible for temporary assignments during their layoff period. In the event an employee laid off while in Regular or Introductory (other than new hires) status is returned to work for a temporary assignment, the employee will be eligible for medical benefits (health, dental and vision only) provided the employee works the first scheduled day of the month. The employee will receive sick and vacation accruals at the rate earned at the time of layoff. No service credit will be given for the actual layoff period or for the time spent in a temporary assignment. These employees will not be eligible for District leave policies other than as required by state or federal laws, such as the California Family Rights Act and the Family and Medical Leave Act.

24.5 Services of Human Resources Department

24.5.1. During the course of a prospective layoff, representatives in the Human Resources Department shall be available to assist and advise affected employees as to their rights under these procedures, job opportunities within the District that might be available, and other pertinent information such as medical and CalPERS benefits.

24.5.2. During the layoff process and the period of recall, the Human Resources Department shall provide out-placement services to affected employees, upon request. Such services shall include, but not be limited to, career counseling, assistance in resume preparation, and notice of related job opportunities outside of the District (where available and known).

24.5.3. If a determination is made to reduce its workforce, the District shall meet and confer in good faith with the Union before such layoffs and shall consider employee workloads and alternative assignments with the District. The District shall attempt, in so far as is possible, to accomplish any workforce reduction by attrition rather than by layoff. An employee who is scheduled to be laid off shall receive notification in writing at least thirty (30) days prior to the effective date of the proposed layoff. The Union shall receive copies of any layoff notice.

ARTICLE 25 -- TRAINING AND EMPLOYEE DEVELOPMENT

25.1 The District encourages employees to keep their job-related skills current and to look for opportunities to enhance those skills. Managers will meet with bargaining unit employees once a year to assess individual training and career development needs. The Joint Labor Management Committee will discuss how to educate employees about resources available for career development and training.

25.2 When appropriate, the District will provide employees the opportunity to attend job-related training, including, but not limited to, conferences or seminars. Employees desiring

job-related training must submit a Request for Employee Training to his or her supervisor. Voluntary training sessions attended after an employee's work hours are unpaid.

25.3 Upon approval by the District, the employee will be reimbursed for expenses related to attending job-related, pre-approved training. Mileage allowance for use of personally-owned vehicles while attending training will be paid at the allowable Internal Revenue Service Mileage reimbursement rate.

25.4 Employees may include attendance at such programs in their work time schedules, if applicable, with the approval of the District. When an employee, governed by the provisions of this agreement, requests to attend a voluntary training and travel is required, the employee will not be compensated for any overtime unless previously authorized by the District.

25.5 Payment for mandatory training is governed by Fair Labor Standards Act.

ARTICLE 26 -- PRIVATE AUTO USE ALLOWANCE

26.1 The District shall reimburse mileage at the standard business rate as prescribed by the Internal Revenue Service and all related tolls and parking for employees who are authorized to use their private vehicles to conduct District business.

ARTICLE 27 -- SICK LEAVE

27.1 Eligibility. Each regular and introductory full-time employee will be allowed 3.693 hours (8 hour employee) credit for sick leave with pay for each two-week period of service (equal to twelve days per year), credited on the first day of the following two-week period. New employees, or employees on authorized leave without pay, must be in a paid status five days during a given two-week period to be eligible for paid sick leave credit for that two-week period. Each employee shall be allowed to accrue sick leave credits at the rates established while on sick leave or vacation with pay. Employees must exhaust sick leave and accrued vacation in excess of twenty (20) days before taking absence without pay for medical reasons.

27.1.1. Each regular or introductory part-time employee who works thirty (30) hours or more per week on a regular and continuous basis will be allowed 1.385 hours credit for sick leave with pay for each two- (2) week period of service (equal to six (6) days per year), credited at the first day of the following two- (2) week period.

27.1.2. An employee who is collecting under State Disability Leave or Workers' Compensation temporary disability benefits, or both, when such compensation is less than the amount of sick leave benefits provided herein, shall be entitled to have such compensation supplemented by sick leave benefits provided herein up to an amount that equals the dollar amount of the sick leave benefits to which (s)he is entitled, and in no event shall total benefits exceed the amount of the employee's regular pay.

27.2 Reporting and Verification. An employee must personally contact his or her supervisor, or Department Head if the supervisor is unavailable, no later than fifteen minutes after the start of the workday for which the employee is requesting sick leave. Employees on continuing sick leave must maintain adequate communication with supervisors, which generally will require

personally calling in at the beginning of each work day or week for extended absences for which sick leave is requested unless other arrangements have been approved by the supervisor. Employees who are absent more than five (5) days for medical reasons must complete a "Family Medical Leave Certification" form. When sick leave credits are exhausted or when sick leave use suggests abuse, employees may be asked to provide physician verification of illness and/or continued disability.

27.3 Accumulation. If an employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limitation. Accrued sick leave credits are carried on the books, and an employee's use of sick leave credits is charged against the employee's account at the time of use.

27.4 Report of Sick Leave. The employee shall report sick leave use on his or her Time Report, signed by the employee, and certified by the supervisor, Department Head, or Deputy General Manager.

27.5 Medical and Dental Appointments. Employees are encouraged to schedule medical and dental appointments during non-working hours when possible or to minimize the time away from work by scheduling appointments early or late in the day or to coincide with lunch periods. Not more than four (4) hours of sick leave credit in one (1) day may be used for a routine medical or dental appointment unless the employee can justify the need of additional time.

27.6 Holidays. All employees regularly scheduled to work on a fixed holiday who become ill on that day, or employees who are away from work on a scheduled vacation during which time a fixed holiday falls, will receive holiday pay rather than sick leave or vacation pay. The employee's sick leave or vacation credits will not be charged for that holiday. In no instance will both sick leave or vacation and holiday pay be received for the same day.

27.7 Family Care. Employees are entitled, in any calendar year, to use his or her sick leave that would be accrued during six months at the employee's then current rate of entitlement (a maximum of six (6) days), to attend to the an illness of a child, parent, or spouse of the employee.

27.8 Bereavement. Employees may use not more than five (5) days sick leave to attend to the death of an immediate family member or a daughter-in-law or son-in-law. An "immediate family member" includes the employee's mother, father, step-mother, step-father, husband, wife, domestic partner, son, daughter, step-children, adopted child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

27.9 Payment for Unused Sick Leave Credits Upon Retirement or Death. An employee will be paid for unused sick leave credits only upon separation from employment as the result of death or retirement at 50 percent (50%) of the basic rate in effect at retirement or death. An employee who leaves District employment as a result of resignation or termination will not receive any payment for unused sick leave credits. Neither shall unused sick leave credits be used to extend the effective date of separation from employment on any basis.

27.10 Each employee or beneficiary will be paid in cash for unused sick leave only at time of death or retirement in accordance with the following provisions:

27.10.1. Sick leave earned but not used will be reimbursed 50 percent (50%) of the basic rate in effect at death or retirement.

27.10.2. Sick leave credits earned are cumulative and with no time limitation. Sick leave is carried on the books as a credit to the employee's account irrespective of what year it was earned, and current use of it is simply to be charged to that account.

27.10.3. As used in this Article, "sick leave" means the absence from duty of an employee because of his/her illness or injury, medical or dental appointments, his exposure to contagious disease, his/her attendance upon a member of his/her immediate family or domestic partner who is seriously ill or injured and requires the care or attendance of the employee, or death in the immediate family or the domestic partner daughter-in-law or son-in-law of the employee.

ARTICLE 28 -- HEALTH INSURANCE

28.1 Group Insurance Plan

The District provides active employees and retirees with comprehensive health insurance through the CalPERS Health Program, in compliance with the Public Employees' Medical & Hospital Care Act (PEMHCA). The Amended Memorandum of Understanding Regarding Transition to CalPERS Medical Plans for All Union Coalition Employees and Retirees, which sets forth the terms of the agreement regarding CalPERS health coverage, is attached hereto as Appendix E.

(a) Dental Coverage: Dental insurance coverage begins the first of the month following one (1) full month of employment.

(b) Definition of Dependents: Dependents include: (a) Employee's wife or husband; (b) Employee's unmarried children under twenty-six (26) years of age residing in the United States of America and any other jurisdictions that may be provided by the individual health plan and is not a member on active duty with the armed forces (c) Employee's unmarried children under the age of twenty-six (26) who are dependent upon employee for support and are attending school on a full-time basis, unless they are insured as employees of the Bridge District; (d) Employee's domestic partner; and, (e) eligible dependents of the Employee's domestic partner.

(c) Coordination of Benefits: Benefits received under group policies will be coordinated with any other employer-provided benefits an employee or dependent may have. This means an employee may not collect from two (2) or more employer-paid sources in an amount more than the actual cost of his medical treatment.

(d) Life Insurance Conversion: Employee may replace his Group Life Insurance with one of several individual policies with no medical examination or other evidence of insurability if insurance is terminated due to termination of employment. See the conversion privilege section of the certificate for further information.

(e) State Disability: Employees are covered by California State Disability Insurance which is paid for by the employer. This benefit shall be coordinated with sick leave so that an employee will receive total compensation and not in excess of his regular salary.

(f) Medical Benefits for Retirees/Dependents: Eligibility for medical benefits for retirees/dependents is set forth in Appendices D and E.

(1) Where both spouses are employed by the District and eligible dependent children are to be covered, the employee who is senior in terms of length of service with the District shall cover eligible dependent children only under his or her plan. The spouse with the lesser length of service shall be covered as an employee only. This applies to all benefit plans in force for eligible employees of the District and their dependents.

(2) To certify dependent eligibility, the employee must provide appropriate documentation such as a marriage certificate, affidavit of domestic partnership, birth certificate, or other legal documents giving employee legal custody. It is the responsibility of the employee to notify immediately the Benefits Administrator in the Human Resources Department of any dependent changes.

28.2 Initial Health Plan Coverage

28.2.1. Employees should consult with the District's Benefits Administrator for the first day of coverage for their selected health plan. Usually initial medical coverage for newly hired employees begins the first of the month following the date of employment. Dental and vision coverage begins the first of the month following one full month of employment. (Contact the Benefits Administrator at 257-4528 for a copy of the Summary Plan Description for your selected health plan).

28.2.2. Part-time regular employees who work twenty-four (24) hours or more per week on a regular and continuous basis shall be eligible for employee-only health, dental and vision coverage. The employee may purchase dependent coverage at the employee's expense. Employees and their dependents only shall be eligible to enroll in the HMO plans. Health benefits for part-time employees will be provided in compliance with PEMHCA as set forth in Appendix E.

ARTICLE 29 -- WORKERS' COMPENSATION

29.1 Workers' Compensation is a plan established by state law under which payments are made to employees who become disabled due to accident or disease occurring as a direct result of their job. The cost of Workers' Compensation Insurance is paid entirely by the District. If an employee suffers an industrial injury, this coverage entitles that employee to receive all medical, surgical, and hospital treatment essential to the care or relief of the effects of the employee's injury. In those cases where an employee receives benefits under this plan and is granted sick leave during a disability resulting from on-the-job-injury, the District shall receive credit against any Workers' Compensation Temporary Disability payments granted to the employee, until such leave is exhausted.

29.2 Employees injured on the job and required by the District's physician to return for any additional visit(s) to a physician shall be allowed time off without loss of pay or without such visit(s) being charged to sick leave.

ARTICLE 30 -- VACATIONS

30.1 Employees hired prior to October 31, 1981, shall accrue vacation with pay up to a maximum of forty (40) days at the following accrual rates:

First through tenth year of service	15 days
Eleventh through sixteenth year	20 days
Seventeenth year	21 days
Eighteenth year	22 days
Nineteenth year	23 days
Twentieth year	24 days
Twenty-first through twenty-ninth years	25 days
Twenty-ninth years thereafter	30 days

30.2 Employees hired between October 30, 1981 and January 1, 1983 shall accrue vacation benefits with pay up to a maximum of forty (40) days at the following accrual rates:

First year of service	10 days
Second year	10 days
Third year	12 days
Fourth year	12 days
Fifth - tenth year	15 days
Eleventh - sixteenth years	20 days
Seventeenth year	21 days
Eighteenth year	22 days
Nineteenth year	23 days
Twentieth year	24 days
Twenty-first - twenty-eight years	25 days
Twenty-nine years thereafter	30 days

30.3 Full-Time, Regular Employees Hired on or After January 1, 1983 shall accrue vacation with pay up to a maximum of forty (40) days at the following accrual rates:

First through fourth year of service	10 days
Fifth through tenth year of service	15 days
Eleventh through twentieth year of service	20 days
Twenty-first through twenty-ninth year of service	25 days
Twenty-nine years and thereafter	30 days

30.4 Part-Time, Regular Employees

30.4.1. Part time regular employees who work thirty (30) hours or more per week on a regular and continuous basis shall accrue vacation with pay at the rate of 2.077 hours each two-week period.

30.4.2. Part time regular employees who work fewer than 30 hours per week are not entitled to vacation benefits.

30.5 General Rules Governing the Use of Vacation

30.5.1. Accrual: If any employee accrues forty (40) days of vacation, that employee will cease to accrue further vacation benefits until his or her vacation bank has fallen below forty (40) days. Accumulation of additional vacation days over the maximum of forty (40) days may, in unusual cases, be granted by the General Manager or his/her designee, up to forty-five (45) days. Any accumulation beyond forty-five (45) days requires the approval of the Board of Directors. Each employee shall continue to accrue whatever vacation benefits to which they are entitled while absent on paid sick or vacation leave.

30.5.2. Probationary Period: Employees begin to accrue vacation benefits upon commencement of employment. A new employee serving an initial probationary period shall not take vacation during this period. Time off may be granted on a case-by-case basis with written approval of the District Officer/Deputy General Manager/Department Head, Human Resources Director, and the General Manager or their designees. Should such employee separate from District employment for any reason prior to successful completion of the probationary period, the employee shall receive prorated vacation pay for the period of employment.

30.5.3. Scheduling Vacations: Vacations must be arranged so as not to interfere with the operations of the District and the employee's work requirements. Vacations should be used as a time away from work and generally should be taken during the year in which it accrues. All vacation schedules must be approved by an employee's supervisor and should be submitted in writing. Vacation requests of five days or more should be submitted, at a minimum, two weeks before the time requested. When conflicts exist in vacation schedules, the employee who requested the vacation time first will receive priority.

30.5.4. Use of vacation time after July 23, 1987, shall first be deducted from the employee's bank of vacation with pay accrued and accumulated after July 23, 1987. If the employee's bank of vacation with pay accrued and accumulated after July 23, 1987, is exhausted, vacation time shall be deducted from the employee's bank of vacation accumulated prior to July 23, 1987.

30.5.5. Vacation Recall: In an emergency, District Officer/Deputy General Manager/Department Head may recall an employee from vacation to report to work. Compensation to bargaining unit employees for hours actually worked on a vacation recall shall be paid at one and one-half times regular pay rate.

30.5.6. Vacation Transfer: A District employee transferring to a position which has different vacation benefits may carry over up to three weeks of existing vacation credits. Any amount of vacation credits in excess of three weeks may be transferred only upon the approval of the new District Officer/Deputy General Manager/Department Head. If such a carry-over is not approved, the employee must either:

(a) Use the additional vacation time in excess of three weeks prior to transferring to the new position; or,

(b) Accept payment for the additional vacation time at the rate of compensation applicable to the former position at the time of transfer.

If an employee is transferring to a position where accrual is different or procedures for bidding vacation are followed, the employee may be required to use or accept payment for all accrued vacation credits as specified in a. and b. above before transferring to the new position.

30.5.7. Separation from Employment. When an employee separates from employment for any reason, unused vacation credits shall be paid at the rate of compensation in effect for the employee at the time of separation. Vacation credits may not be used to extend the effective date of separation from employment thereby allowing an employee to earn additional vacation, sick leave or benefit credits.

ARTICLE 31 -- HOLIDAYS

31.1 The designated paid holidays for regular, full-time employees covered by this Memorandum of Understanding are:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Cesar Chavez
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
12. Two (2) Floating Holiday*

31.2 Whenever a designated holiday falls on a Sunday, time off with pay is allowed on the following Monday. Whenever a designated holiday falls on a Saturday, time off with pay is provided on the preceding Friday.

31.3 All regular, full-time employees who are members of the bargaining unit who are required to work on a fixed holiday, shall receive time and one-half for hours worked on the holiday, in addition to the holiday pay. All holiday work must be approved by the District Officer/Deputy General Manager/Department Head or designee prior to being worked.

31.4 **Holiday Premium:** Part-time employees shall be paid at the rate of time and one-half of work performed on a fixed District holiday.

* Floating holidays may be taken at a time mutually agreed between the employee and the Deputy General Manager/Department Head and must be taken by December 31 of each year or be lost. Unused floating holidays will be paid upon separation of employment for the year in which they are earned.

31.5 Holiday Pay: Holiday pay shall be paid provided:

31.5.1. The employee worked was on vacation, holiday, floating holiday, paid sick leave or jury duty leave, the regularly scheduled workday prior to and the first scheduled workday following the holiday.

31.5.2. A new employee shall be eligible to take one (1) floating holiday after the completion of six (6) months of employment with the District.

31.5.3. Regular, part-time employees (regardless of hours) do not receive holiday pay for fixed or floating holidays.

ARTICLE 32 -- LEAVE OF ABSENCE

32.1 All regular employees covered in this Agreement, who have completed his or her initial probationary period, may request a leave of absence. Requests for leaves of absence shall be submitted in writing to the Human Resources Director through the Department Head/District Officer/Deputy General Manager. When the need for leave is foreseeable, employees are expected to submit their requests at least thirty days in advance. When it is not possible to give thirty (30) days' notice, employees are requested to provide as much notice as possible. Such leaves of absence are unpaid except to the extent that employees use accrued sick leave, vacation, floating holidays, and compensatory time, as appropriate. Employees on leave, in an unpaid status, do not receive holiday pay, vacation, or sick leave accrual. An employee absent from work on a leave of absence on a regularly scheduled workday either the day before or the day after a fixed holiday will not be paid for that holiday. No employee will be allowed to split sick leave or vacation credits with unpaid time in order to accrue sick leave, vacation credits, or to extend benefits.

32.1.1. Catastrophic Leave Program

(a) Eligibility

The Catastrophic Leave Sharing Program is available to all regular employees of the District who have completed their initial probationary period, have applied for and been approved for leave, and have exhausted all paid leave or anticipate exhausting all paid leave within the next two pay periods.

(b) Definition

Catastrophic leave is defined as a verifiable, long-term, incapacitating illness or injury of the employee or immediate family member or domestic partner that will require the prolonged absence of the employee from duty.

(c) Type of Leave to Be Donated

Donations may include sick leave, vacation, and compensatory time accrual.

(d) Limits

Donors must maintain a sick leave balance of 50% of his or her current sick leave balance, or 80 hours of sick leave credit, whichever is greater. Vacation accrual must leave a 40 hour balance. A recipient may receive up to a maximum 450 hours; additional hours are subject to the General Manager's written approval.

If an employee receives sick leave benefits from this system for an absence resulting from an accident, and the employee later receives an award for lost time in a civil suit, the employee will be required to pay back wages received under this program.

(e) Integration of Other Leave Policies

Donated leave will be integrated with other disability plans including but not limited to State Disability Insurance, Workers' Compensation, Social Security, or any other disability plan. In no case will the total of any disability payment and donated leave total more than the employee's regular wages.

(f) Processing and Administration

The Catastrophic Leave Sharing Program will be administered by the Human Resources Department. Approval will be at the discretion of the Human Resources Director after consultation with the department head. Requests must be made on the District's Catastrophic Leave Sharing Program Request form and submitted to the Human Resources Director.

(g) Accrual

Recipient may not accrue vacation or sick leave credit while on catastrophic leave.

(h) Conversion From Donor to Recipient

Donated leave will be converted to sick leave at its cash value at the donor's base rate of pay and then credited to the recipient in hours of leave at the recipient's base rate of pay. Any unused donated leave will be returned to the donor at his or her option.

32.1.2. Family Medical Leave Act

The first twelve weeks of leave for either an employee's own serious health condition (whether during use of sick leave credits or approved medical leave), either work or non-work related, or to care for immediate family members specified under FMLA or the District's domestic partner policy. The District will evaluate all employee absences for medical reasons (employees' health condition) exceeding five consecutive days to determine if the situation meets the criteria under FMLA protection. District paid benefits continue for the twelve weeks. The benefits available under this policy run concurrently with any other applicable leave policies or procedures with exception of Pregnancy Disability Leave, which is cumulative. Employees may use accrued sick leave credits for a family member or domestic partner for an approved FMLA

leave. Employees must use accrued sick leave for his or her own FMLA leave. If an employee who is eligible for Family Care and Medical Leave under the District's policy has exhausted the available leave under that policy due, in whole or in part, to an industrial accident or injury, the employee shall be granted an unpaid personal leave of absence for the birth, adoption or foster care placement of a child with the employee or the serious health condition of a FMLA defined family member or domestic partner. The unpaid personal leave shall not exceed the length of time that the employee was on Family Care and Medical leave due to an industrial accident or injury. The employee shall be responsible for the payment of medical benefit premiums during such a personal leave and shall not accrue paid vacation or sick leave benefits.

32.1.3. Medical

(a) Medical Leave of Absence

If the employee is unable to perform the work due to his or her own serious health condition, either work or non-work related, he or she may apply for a medical leave of absence not to exceed six months. District paid benefits will continue for the duration of the medical leave. The employee must use available sick leave, and must exhaust the accrued vacation credits that exceed twenty (20) days. Treating health care provider certification must be provided every thirty days. If the employee is unable to return to work at the end of the Medical Leave, the employee may request a Personal Leave of Absence. No more than six (6) months of medical leave in a two-year period may be taken. An employee may buy back service credit lost while out on industrial leave, and the District will pay 50% of the cost, if the employee exercises the option within 120 days of returning to work. This option is available only three times during an employee's District service.

32.1.4. Pregnancy Disability Leave. Employees medically disabled by pregnancy, childbirth or related conditions shall be granted a pregnancy disability leave of absence for a period of up to four months. An employee who has taken pregnancy disability leave and wishes to spend time at home caring for her newborn may take an additional twelve weeks of family care leave, if she meets eligibility requirements set forth in section B.1 of the Family Care and Medical Leave Policy.

(a) Employees requesting pregnancy disability leave shall be required to give the District reasonable advance written notice of the date the leave will begin and the expected duration of the leave. The notice must include physician verification of the dates of disability. The District will continue to pay the employee's and dependent's premiums on District-offered insurance benefits during the leave for basic medical, major medical, accidental death and dismemberment, life, vision, prescription, and dental coverage.

32.1.5. Personal Leave of Absence

(a) If an employee who is eligible for Family Care and Medical Leave under the District's policy has exhausted the available leave under that Policy due, in whole or in part, to an industrial accident or injury, the employee shall be granted an unpaid personal leave of absence for the birth, adoption or foster care placement of a child with the employee or the serious health condition of a family member as defined under the District's Family Care and Medical

Leave Policy. The employee must provide to the District a completed Family Care and Medical Leave Medical Certification Form in accordance with the terms of the Family Care and Medical Leave Policy. The unpaid personal leave shall not exceed the length of time that the employee was on Family Care and Medical Leave due to an industrial accident or injury. The employee shall be responsible for the payment of medical benefit premiums during such a personal leave and shall not accrue paid vacation or sick leave benefits. Seniority rights shall be retained unless the employee takes employment somewhere else during his/her personal leave of absence.

(b) Family Care and Medical Leave. The District shall provide a leave of absence for the birth, adoption or foster care placement of a child with the employee or the serious health condition of an employee or an employee's family member in accordance with the terms of the District's Family Care and Medical Leave Policy.

32.1.6. Military Leave

(a) The District will grant military leaves of absence for periods of time and under the terms and conditions prescribed in Sections 389, et seq., of the California Military and Veterans Code.

(b) If the employee's absence is more than one month, the employee will be responsible for payment of medical benefits.

32.1.7. Return to Work

(a) All employees returning to work from an approved leave status granted for the employee's medical condition (FMLA, Medical Leave or Personal Leave) must provide a Fitness for Duty Certification from the treating physician. If medical restrictions are placed upon the employee, it is the employee's responsibility to give the supervisor sufficient time to review the employee's restriction to determine if a reasonable accommodation can be made.

(b) If the employee is unable to return at the end of a six-month Medical Leave, the position the employee holds may be filled on a regular basis if operational needs so require. To continue District employment, the employee must request a Personal Leave. Depending on circumstances, the General Manager may approve the request for Personal Leave and the employee will remain on the payroll without a regular position. If the employee is unable to return to work at the end of the Personal Leave, he or she will be separated from District employment. If the employee is released to return to work during the Personal Leave and the employee's former position is no longer available, he or she will remain in a leave status for the duration of the leave. During this time the employee is eligible to apply for vacant positions as an internal applicant. If the employee is still on leave status at the end of the six-month Personal Leave, he or she will be separated from District employment.

32.1.8. School Visitation. Pursuant to The Family School Partnership Act, employees are entitled to up to forty (40) hours per school year to participate in their children's school activities. Parents, guardians, and custodial grandparents are covered by the Act. To be eligible for leave, the employee must provide reasonable written notice to his or her supervisor. Leave may not exceed eight (8) hours in any calendar month. Employees must exhaust existing

vacation leave, compensatory time, or floating holiday (if entire day), before an unpaid absence will be approved.

32.2 Abuse of Leave – Workers’ Compensation, Sick Leave, Medical or Family Care, or Other Leaves of Absence

32.2.1. An employee will be subject to discipline, including discharge, if the employee:

- (a) Abuses the use of leave for a claimed injury or illness on or off the job;
- (b) Submits a fraudulent or otherwise improper claim for Workers’ Compensation benefits, sick leave benefits, or medical or family care leave, pregnancy disability, or other leave of absence benefits;
- (c) Fails immediately to notify the District if the employee is receiving, or is entitled to receive, pay for work done for another employer or in any self-employment while the employee is absent from work for illness or while receiving sick leave benefits or while on leave of absence. This notice must be submitted in writing to the employee’s District Officer/Deputy General Manager/Department Head;
- (d) Submits false documentation regarding any leave of absence; or
- (e) Is found to be engaging in activities contrary to reported medical findings.

ARTICLE 33 -- LUNCH AND REST PERIODS

33.1 Employees receive a thirty-minute unpaid lunch period once a day, normally at mid-shift (twelve noon), or corresponding to the employee’s approved flex schedule, and two (2) paid fifteen- (15) minute rest breaks. Typically, employees working 8:30 a.m. to 4:30 p.m. take a fifteen- (15) minute rest break mid-morning and mid-afternoon.

33.2 If operationally appropriate, and with the supervisor’s approval, an employee may combine his or her two (2) fifteen- (15) minute paid rest breaks with the thirty- (30) minute unpaid lunch break. In this case, no additional breaks will be granted. If an employee combines the break time with the lunch break and is required to work during lunch, the eligible employee earns one-half hour of overtime.

33.3 Employees are not entitled to overtime for unused rest breaks.

ARTICLE 34 -- DEFERRED COMPENSATION

34.1 Any full-time or part-time regular employee of the Golden Gate Bridge, Highway and Transportation District is eligible to participate upon date of hire. Employees may defer up to the statutory limit. There is a one-time only provision that allows for “catch-up” as provided for

by law. Deferred income is not taxable until it is received, and considerable tax can be postponed as the amount of the deferred compensation accumulates with interest.

34.2 Separation. Upon separation from the District, the employee must notify the deferred compensation provider within sixty (60) days of the decision regarding money disbursement.

ARTICLE 35 -- JURY DUTY

35.1 It is recognized that jury service is a civic duty and as such, the District will assist the employee in avoiding financial hardships while serving. The following policy has been adopted by the District:

35.1.1. Jury summons or examination: Employee is paid for time off.

(a) If the employee is excused from duty after two (2) hours or less, he is required to report back to work for the remainder of his shift. The amount paid by the court for jury duty will be turned over to the District.

(b) If when dismissed from jury duty there are at least four (4) hours remaining of the employee's shift, he is required to return to work. He shall receive a full day's pay and the amount paid by the court for jury duty will be turned over to the District. Employee may be required to have the time of dismissal verified.

35.2 If an employee serves as a witness, on behalf of the District, in connection with his regular District post, he is allowed leave with pay. Any witness fees received by an employee must be relinquished to the District.

35.3 An employee is allowed time off for serving as a witness in connection with his duties as a private citizen, but such leave must be charged to vacation or unpaid leave. An employee may in this case retain any fees which he receives.

ARTICLE 36 -- RECRUITMENT

The District shall notify the Union of all job openings within the Bargaining Unit covered by this Memorandum of Understanding. When regular positions become available and authorized, the District will post the vacancy within the District, advertise outside as appropriate and at the same time notify the Union of such opening. Positions shall be posted for a minimum of five (5) workdays. The Union may refer applicants for such openings.

The District will provide internal candidates whose applications are rejected with feedback that specifically details why they were not selected and what steps they should take in order to be successful should another position become available.

The Union agrees to comply with the District's Affirmative Action Program and include in their referrals minorities and or female applicants. If there is not, in the District's determination, enough qualified applicants, including minorities and/or women, the District may recruit from other sources before interviewing.

If the District holds a panel interview for a position covered in the bargaining unit, the shop steward shall serve as an observer. The District shall notify the Union member and the Union of the designated time and place for the interviews at least five (5) working days prior to the interview. If the shop steward is unavailable, the shop steward may appoint another bargaining unit member to serve in their place. If the Union representative fails to appear at the time of the designated panel interviews, the interviews shall take place without the Union representative.

The District shall notify the Union within five (5) working days from the employee's first date of hire, of the employee's employment.

ARTICLE 37 -- PENSION PLAN

37.1 The District and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations. During the term of this Memorandum of Understanding, the District shall not pass on to employees governed by the terms of said Memorandum of Understanding any increased costs assessed on the District by the Public Employees' Retirement System.

37.2 Pursuant to the terms of the May 7, 2012 Union Coalition Settlement, incorporated herein by reference and attached as Appendix A, employees hired after the effective date of the new CalPERS Retirement Plan (2% @ age sixty (60)), shall be covered by the terms of that Retirement Plan. Employees hired before that date shall remain in the current CalPERS Retirement Plan (2.5% @ age fifty-five (55)). As a result of the Pension Reform Act of 2013, employees hired after January 1, 2013, will be enrolled in the CalPERS Retirement Plan (2% @ Age 62) unless they are eligible for reciprocal rights, as defined by the Act. If they are eligible for reciprocity, the employee will be enrolled in the District's 2% at Age 60 Retirement Plan.

ARTICLE 38 -- CONTRACTING OUT

38.1 When Departments that have employees covered by this Agreement conduct contracting out of work or services, the Union will be notified at the time the proposals are sent out as a result of the competitive bid process.

ARTICLE 39 -- COALITION AGREEMENT

39.1 The District shall incorporate into and be made a part of this Memorandum of Understanding the terms and conditions of the September 4, 2021 Tentative Agreement Between Golden Gate Bridge Highway and Transportation District and Union Coalition and the April 4, 2022 Golden Gate Bridge Highway and Transportation District/Union Coalition Tentative Agreement attached hereto as Appendix F.

ARTICLE 40 -- PUBLICATION OF MEMORANDUM OF UNDERSTANDING

40.1 The District shall deliver to the Union a copy of the Memorandum of Understanding within thirty (30) days after full execution by the Union and the District. The District shall also notify the Union when the Memorandum of Understanding is available electronically for represented employees.

ARTICLE 41 -- NO STRIKES, WORK STOPPAGES OR LOCKOUTS

41.1 In view of the grievance and arbitration provisions of this Agreement it is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union will not authorize any strike, slowdown or stoppage or work in any dispute arising under the terms and conditions of this Agreement and the District will not authorize any lockout. It shall not be a violation of this Agreement for an employee to honor a picket line sanctioned by the San Francisco Labor Council, the San Francisco Building and Construction Trades Council or the Joint Council of Teamsters.

ARTICLE 42 -- SUCCESSOR CLAUSE

42.1 This Agreement shall be binding upon the successor and/or the assignees of the parties hereto, and no provisions, terms or obligations herein contained nor the certification of the exclusive bargaining agent shall be affected, modified, altered or changed in any way by a consolidation, merger, sale, transfer, affiliation or assignment of either party hereto, nor affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise, in the location or place of business of either party.

ARTICLE 43 -- TERM OF AGREEMENT

43.1 This Memorandum of Understanding shall become effective July 5, 2023, and remain in effect to and including June 30, 2024, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Memorandum of Understanding. If such notice or notices are not given, the Memorandum of Understanding shall be deemed to be renewed for the succeeding year.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this _____ day of _____, 2023.

FOR THE DISTRICT

Michael Theriault
President, Board of Directors

Denis J. Mulligan
General Manager

FOR THE UNION

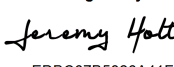
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Angela Long
Labor Representative, IFPTE Local 21

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Jeremy Holt
Member Leader/Bargaining Team Member

Kellee Hopper
Deputy General Manager
Administration and Development

APPROVED AS TO FORM:

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Molly Kaban
Labor Negotiator

ATTEST:

Amorette Ko-Wong
District Secretary

APPENDIX A

UNION COALITION AGREEMENT, MAY 7, 2012 AND MEMORANDUM OF UNDERSTANDING REGARDING RETIREE MEDICAL BENEFITS FOR MEDICARE-ELIGIBLE RETIREES, SPOUSES, DEPENDENTS AND DOMESTIC PARTNERS

Golden Gate Bridge and Union Coalition
Settlement of Term, Wages, Employee HealthCare Contribution, Extend Health MOU for Retiree
Medical Benefits, Pension for New Hires, Domestic Partners, Vacation and Agency Shop Language

May 7, 2012

1. Term: Effective upon ratification through June 30, 2014.

2. Wages:

2% effective upon approval of Board and ratification of all resolved issues by Union.
2% July 1, 2012
2% July 1, 2013
plus lump sum payment of \$500 per Union Coalition
employee upon approval by the Union Coalition and
ratification by applicable bargaining unit representative.

3. Employee Healthcare Contribution:

Effective September 1, 2012

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Blue Shield PPO	\$45	\$95	\$140
Blue Shield HMO	\$35	\$75	\$110
Kaiser HMO	\$30	\$65	\$100
Kaiser HMO (Mech)	\$30	\$65	\$100

Effective July 1, 2013: \$5 increase in all premiums

4. Extend Health MOU regarding retiree medical benefits for Medicare-eligible retirees, spouses, dependents and domestic partners:

Effective September 1, 2012, the District will grant requests for increased funding from current active employees when they retire and current retirees when they see a doctor who does not participate in Medicare, if (1) they have a relationship with that doctor for treatment prior to the expiration of the MOU; or (2) there are no doctors that participate in Medicare in the area. Retirees may choose to see a new doctor who does not participate in Medicare even when there are Medicare doctors available; however, requests for increased funding to cover those expenses will not be granted.


5. Pension for New Hires: 2% at 60 CalPERS benefit based on high one year.

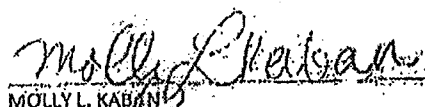
6. Domestic Partners: Changes to conform to CCSF on tax rules as permitted by state and federal tax laws.

7. Vacation: All employees eligible for 30 days' annual vacation after 29 years of service.

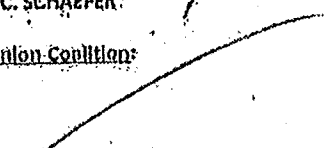
8. Agency Shop language in all Union Coalition MOUs not to take effect until after a secret ballot election conducted by the California State Mediation and Conciliation Service.

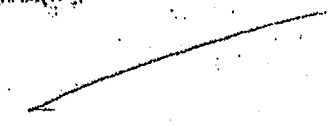
For the District:

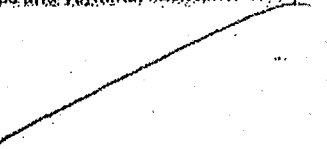

JERNOLD C. SCHAEFER

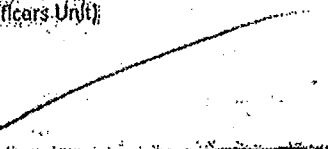

MOLLY L. KABAN

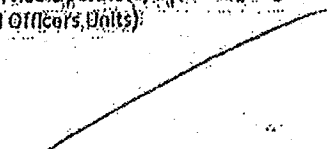
For the Union Coalition:

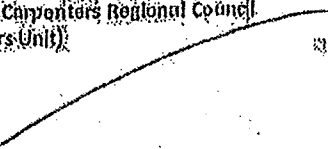

Inland Boatmen's Union of the Pacific
(Deckhands and Terminal Assistants Units)

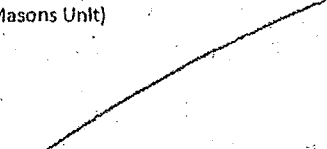

Transport Workers Union of America
Local 250-A, AFL-CIO
(Bridge Officers Unit)

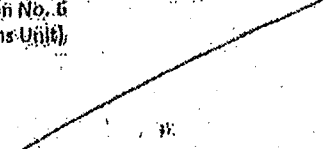

Operating Engineers, Local Union No. 3
(Bridge Service Operators, Operating Engineers
and Patrol Officers Units)


United Brotherhood of Carpenters and Joiners of
America, Local Union No. 22 and Northern
California Carpenters Regional Council
(Carpenters Unit)


Plasterers and Cement Masons Local Union #301
(Cement-Masons Unit)


International Brotherhood of Electrical Workers
Local Union No. 6
(Electricians Unit)


International Association of Bridge, Structural,
Ornamental, Reinforced Iron Workers, Riggers
and Machinery Movers, Local Union 377
(Ironworkers Unit)


Laborers' International Union of North America,
AFL-CIO, Local Union No. 261
(Laborers Unit)

Teamsters Local Union No. 665
(Lane Workers and Bus Servicers Units)

International Association of Machinists &
Aerospace Workers, AFL-CIO, Machinists
Automotive Trades District Lodge 190, Peninsula
Auto Mechanics Local Lodge 1414
(Bridge, Bus Transit and Ferry Mechanics Units)

Local Union No. 38 of the United Association of
Journeymen and Apprentices of the Plumbing and
Pipe Fitting Industry
(Plumbers Unit)

International Brotherhood of Teamsters Local 856
(Bus Dispatchers, Transportation Supervisors,
Ferry Supervisors, and Customer Service
Representatives Units)

District No. 1-PCO, Marine Engineers' Beneficial
Association (AFL-CIO)
(Vessel Masters Unit)

International Federation of Professional and
Technical Engineers, Local 21, AFL-CIO
(Engineers and Allied Administrative
Employees Units)

MEMORANDUM OF UNDERSTANDING
GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT
and
UNION COALITION

REGARDING RETIREE MEDICAL BENEFITS FOR MEDICARE-ELIGIBLE
RETIREES, SPOUSES, DEPENDENTS AND DOMESTIC PARTNERS

This Agreement is entered into the 7th day of May, 2012, by and between Golden Gate Bridge, Highway and Transportation District, its successors and assignees, hereinafter called the "District" and Union Coalition.

PURPOSE OF AGREEMENT - The parties to this Agreement understand that the purpose of this plan is to reduce the District's cost for retiree medical benefits and maintain the benefit levels previously provided by having Medicare-eligible retirees participate in extremely large group insurance plans overseen by the Centers for Medicare and Medicaid Services ("CMS"), administered by Extend Health. This Retiree Medical Benefits Plan shall provide medical benefits to Medicare-eligible Union Coalition retirees and eligible spouses, domestic partners, and dependents pursuant to enrollment in an Individual Medicare Plan as set forth herein and financed by a Health Reimbursement Account ("HRA") provided by the District. The District's annual HRA contribution is intended to provide Eligible Individuals with a financial contribution that will enable the Eligible Individual to select an Individual Medicare Plan that is equal or equivalent to the District's current Blue Shield PPO and also finance a pharmaceutical plan and expenses thereunder.

DEFINITIONS

Definitions of terms applicable throughout the Memorandum of Agreement are as follows:

1. Claims Targets: categories of annual claims for a covered individual. Catastrophic (annual claims in excess of \$50,000); Chronic (annual claims between \$25,000 - \$50,000); Episodic (annual claims between \$5,000 - \$25,000); and, Healthy (annual claims less than \$5,000). (See Exhibit A.)
2. Eligible Individual/Person: means retired District employees and their dependents, spouse or domestic partner who meet the criteria for eligibility for medical benefits as set forth in District Resolution No. 2010-105.
3. Eligible Expense for HRA: means those eligible medical expenses paid for care as described in Internal Revenue Code section 213(d).
4. Individual Retiree Plan: means those Individual Medicare Plans managed by the Centers for Medicare and Medicaid Services ("CMS").
5. Open Enrollment Period: means October 1 through December 31.

MEDICAL PLAN ENROLLMENT: Eligible Individuals who are eligible for Medicare shall enroll in an Individual Medicare Plan or enroll in the District's Kaiser Senior Advantage Plan. Effective September 1, 2012, the District will no longer provide Blue Shield PPO coverage to Eligible Individuals who are eligible for Medicare. Eligible Individuals must enroll and maintain enrollment in Medicare Plan B to be eligible to receive retiree medical benefits.

Medicare-Eligible Individuals will have the option to enroll in the District's Kaiser Senior Advantage HMO program or elect to participate in an Individual Medicare Plan financed by a

Health Reimbursement Account (HRA) provided by the District. Medicare-Eligible Individuals must enroll in an Individual Medicare Plan through Extend Health to be credited with an HRA (this means that if an individual enrolls in a plan directly through a broker, he/she does not get the HRA). The parties agree to meet and confer regarding the use and availability of individual Kaiser Medicare plans if and when such plans become economically more competitive as compared to non-Kaiser plans and/or the Kaiser Group Plans. Non-Medicare-eligible individuals will participate in the District's available group plans and will not receive benefits under the HRA.

Eligible Individuals who are enrolled in an Individual Medicare Plan must use Providers who accept Medicare subject to the following exceptions: The District will grant requests for increased funding from current active employees when they retire and current retirees when they see a doctor who does not participate in Medicare if (1) they have a relationship with that doctor for treatment prior to the expiration of the MOU; or (2) there are no doctors that participate in Medicare in the area. Retirees may choose to see a new doctor who does not participate in Medicare even when there are Medicare doctors available; however, requests for increased funding to cover those expenses will not be granted.

IMPLEMENTATION DATE: The parties agree that the plan shall be implemented effective September 1, 2012 with Extend Health providing assistance to Eligible Individuals with regard to the selection of an Individual Medicare Plan; enrollment in an Individual Medicare Plan; and enrollment in an HRA commencing no later than August 1, 2012.

TRANSITION IMPLEMENTATION: The Plan will be implemented on September 1, 2012; each Eligible Individual who enrolls in an Individual Medicare Plan shall have a 4-month HRA contribution from the District credited to his or her HRA. Thereafter, every January 1, each such Eligible Individual shall have a 12-month HRA contribution credited to his or her HRA.

ANNUAL ENROLLMENT: Eligible Individuals must re-enroll in the same or different Individual Medicare Plan annually through Extend Health. There shall be an annual Open Enrollment Period during which time Extend Health will provide enrollment assistance to Eligible Individuals. The annual elections will be effective every January 1.

MID-YEAR ENROLLMENT: If a Medicare-eligible individual enrolls in an Individual Medicare Plan on an effective date other than January 1, that individual shall have a prorated 12-month HRA contribution from the District credited to his or her HRA. Effective the following January 1, that individual shall have a 12-month HRA contribution from the District credited to his or her HRA. Thereafter, every January 1, that individual shall have a 12-month contribution credited to his or her HRA.

PAYMENT OF INDIVIDUAL MEDICARE PLAN PREMIUM: Retirees and Eligible Individuals who are enrolled in an Individual Medicare Plan shall be responsible for the payment of all premiums. Payment may be made by automatic credit card deduction, by automatic withdrawal from a checking account, or by check.

HEALTH REIMBURSEMENT ACCOUNT: The District with the assistance of its Third Party Vendor, Extend Health, will enroll Eligible Individuals who are eligible for Medicare in a Health Reimbursement Account if they elect to participate in an Individual Medicare Plan. The HRA shall be a tax-free benefit established in compliance with the applicable provisions of the Internal Revenue Code.

Eligible Individuals shall be enrolled in an HRA when they are Medicare-eligible and are enrolled in an Individual Medicare Plan. If both the retiree and the retiree's spouse are Medicare-eligible, they shall be enrolled in a Joint HRA, each having the right of survivorship to the HRA upon the death of the other (if the other remains eligible for District retiree medical benefits). Any Medicare-eligible dependents will also be enrolled in the HRA. The HRA, upon

the death of the Eligible Individual, shall revert to the District. In the case of a Joint HRA, the HRA shall revert to the District upon the death of the surviving spouse or domestic partner.

At the time of enrollment, retirees shall be provided with the HRA rules and instructions on how to use the HRA, the procedures for applying for additional funds and the necessary forms, and the appeals procedure.

The District will make an annual contribution credited to the HRA, or joint HRA, on behalf of each Eligible Individual who enrolls in an Individual Medicare Plan. The District will credit \$4,208 to the HRA for each eligible person annually.

The parties acknowledge that they will renegotiate the amount of the HRA contribution in conjunction with expiration of the term of the Union Coalition Agreement. The following formula has been used for determining the District's initial HRA contribution: using the Chronic utilization model for the San Rafael, CA, zip code, the cost of enrollment in Anthem Plan F + Aetna PDP plus the Chronic claims target model's anticipated Part D Out-of-Pocket expenses less the model's anticipated Out-of-Pocket expenses under enrollment in the current Blue Shield PPO. This formula will be used to determine the HRA credit for the second year. The District will increase this contribution for Eligible Individuals who reside in zip codes with higher plan premiums than the San Rafael, CA, zip code. The District will credit the amount to each eligible person annually as needed.

The District shall have responsibility to fund the HRA to maintain the benefits levels previously provided under the District's Blue Shield PPO and CareMark plans. The Joint Committee shall approve a request for additional financial contribution by an Eligible Individual because the dollar value of medical costs that have been incurred or are anticipated to be incurred in a calendar year which were previously covered by the Blue Shield PPO and CareMark exceed the amount available under the HRA. The standard for approving an

additional financial contribution for Plan benefit costs to the HRA shall be a comparison of the Eligible Individual's actual or anticipated expenses compared to those expenses set forth in the Chronic claims model which assumes enrollment in Anthem Plan F and Aetna PDP or their equivalents and the Eligible Individual's current out-of-pocket costs under the current Blue Shield PPO.

Any funds remaining in the HRA at the end of the year shall roll over to the next year. The District's HRA distribution formula shall be subject to review by the parties at the time of the next negotiation with the Union Coalition.

THIRD PARTY VENDOR: The parties agree the District will engage a Third Party Vendor to integrate Eligible Individuals into the Individual Medicare Plan market and to provide each Eligible Individual with a Personal Benefit Advisor to assist with the selection and enrollment in an Individual Retiree Plan, to assist in the enrollment in a District-provided Health Reimbursement Account, to assist with medical claims made pursuant to an Individual Retiree Plan, and to notify and contact retirees and eligible spouses at least 60 days before they reach Medicare eligibility to alert them to the provisions of this Agreement. The Third Party Vendor will be able to help resolve coverage issues experienced by the retirees.

JOINT COMMITTEE: The parties shall establish a Joint Committee consisting of three (3) persons appointed by the District and three (3) persons appointed by the Union. Parties may also appoint alternates to replace a member who is not available. The Joint Committee shall meet quarterly and shall be responsible for ensuring that the Plan is working effectively and as intended by the parties. If a special meeting is called by either party, the Joint Committee will meet within five (5) workdays unless a later date is mutually agreed upon.

The Joint Committee shall have the authority to review and approve, deny or modify a request for an additional financial contribution. The Joint Committee shall also have authority to

review and approve requests for increased funding related to use of Providers who do not take Medicare provided the Eligible Individual meets the criteria set forth in the Medical Plan Enrollment paragraph of this Agreement and the Union Coalition settlement of May 7, 2012. In the event the parties cannot agree upon a resolution of the request, the request will be submitted to an arbitrator according to the dispute resolution procedure attached hereto as Exhibit B.

The Joint Committee will adopt policies and procedures to document the method for submitting a claim for additional financial contributions, the review process, and criteria for approving a request; however, requests can only be rejected if they are not a benefit of the District's Blue Shield PPO/Caremark Plan or not an IRC § 213(d) expense. It is understood when applying for additional funds, any expense previously incurred in the plan year for IRC § 213(d) expenses that are not covered by the District's Blue Shield PPO or CareMark plans will be deducted from the amount of the request.

FUNDING FOR ADDITIONAL FINANCIAL CONTRIBUTION REQUESTS: Requests for additional financial contributions authorized by the District or by the Joint Committee after review of a denial by the District shall be paid by funds from the District.

FILING A REQUEST FOR ADDITIONAL FINANCIAL CONTRIBUTION: An Eligible Individual who experiences or anticipates experiencing annual costs in excess of his or her HRA may request additional financial assistance by submitting a request in writing to the District detailing the annual expenses that are covered by IRC § 213(d) incurred or anticipated to be incurred and providing a description of the Eligible Individual's medical condition which is generating the additional annual costs.

If the District denies or modifies the request, the Eligible Individual may appeal the District's denial or modification of the request to the Joint Committee. The Eligible Individual

must submit the appeal in writing to the Joint Committee within sixty (60) days of the District's denial or modification of the request.

The Joint Committee shall be empowered to investigate the request and obtain supporting information from the Eligible Individual and/or other sources as it deems necessary to reach a determination of the request. Expenses from health care providers which do not accept Medicare will be favorably considered for Eligible Individuals if they meet the criteria set forth in this Agreement and the Union Coalition Settlement of May 7, 2012. The District will also recognize expenses for chiropractic services and acupuncture services consistent with the benefits provided under the Blue Shield PPO plan. Requests or appeals involving the use of a health care provider which does not accept Medicare should include information such as the Eligible Individual's historical use of such health care practitioner and/or the unavailability of health care providers which accept Medicare.

An Eligible Individual who files a request shall also be required to execute a HIPAA Release form as a condition of filing a request. Members of the Joint Committee will execute a Confidentiality Agreement obligating them to comply with the applicable HIPAA requirements, including requirements to keep medical information acquired in processing a request confidential.

THIRD PARTY VENDOR: The parties to this Agreement agree to the District's selecting Extend Health as the Third Party Vendor to administer the program described in this Agreement during its first two years.

ANNUAL REPORT: The District agrees to provide the Union Coalition with an Annual Report which will compare the costs of providing medical benefits under this Agreement for Medicare-Eligible Individuals with the costs previously incurred for providing medical benefits

under the District's Group Benefit Plans. Fiscal Year 2010/2011 shall be the baseline for these Annual Reports.

NEWLY DISCOVERED ISSUES: If either party identifies any issue which the parties overlooked in preparing this Agreement, such issues shall be referred to the Joint Committee for resolution, and if not resolved, the parties then agree to negotiate with the Coalition to reach a resolution regarding the issues. Furthermore, the parties agree that if there are subsequent changes to Medicare-related laws or regulations, Eligible Individuals shall not be adversely impacted. To that end, the parties will meet and negotiate any unforeseen issues to resolve such adverse impact.

COORDINATION OF BENEFITS: Coordination of Benefits is intended to avoid duplication of benefits while preserving certain rights to coverage under all plans the Eligible Individual is covered under. An Eligible Individual may be covered for health benefits by more than one plan. For instance, he or she may be covered by the HRA as an employee of the District and by another plan as a dependent of his or her spouse. There are established rules for determining which plan is the primary and secondary payor. To the extent allowable by law, the HRA is the secondary payor of benefits. The coordination of benefits rules will be spelled out further in the HRA plan document.

CODE COMPLIANCE: It is intended that this Plan meet all applicable requirements of the Internal Revenue Code, and all regulations issued thereunder. If any benefits provided under this Plan cannot be provided as structured, to the extent possible, the District and the Union Coalition will resolve to provide such benefits under an arrangement that complies with the Code and its regulations.


DOMESTIC PARTNER BENEFITS: Under federal tax law, benefits paid to non-dependent domestic partners under this plan are provided on a taxable basis.

REOPENER: The parties agree that the terms and conditions of this Agreement are subject to review and revision at the time of the negotiation of the next Union Coalition Agreement.

The parties also agree to assess the effectiveness of the Plan as it relates to the purpose of reducing costs and maintaining benefit levels of this Agreement. If it is determined that it is not effective, the District agrees to reinstate the retirees to the Blue Shield PPO and CareMark plans for active employees.

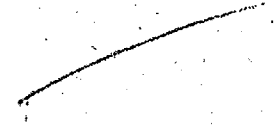
FOR THE DISTRICT:

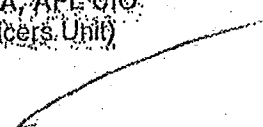

JANET REILLY, President
Board of Directors

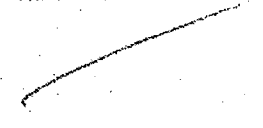

DENIS J. MULLIGAN
General Manager

FOR THE UNION COALITION:


Inlandboatmen's Union of the Pacific
(Deckhands and Terminal Assistants Units)


Transport Workers Union of America
Local 250-A, AFL-CIO
(Bridge Officers Unit)


Operating Engineers, Local Union No. 3
(Bridge Service Operators, Operating Engineers and Patrol Officers Units)


United Brotherhood of Carpenters and
Joiners of America, Local Union No. 22
and Northern California Carpenters
Regional Council
(Carpenters Unit)

Plasterers and Cement Masons Local Union #300
(Cement Masons Unit)

International Brotherhood of Electrical
Workers, Local Union No. 6
(Electricians Unit)

International Association of Bridge,
Structural, Ornamental, Reinforced Iron
Workers, Riggers and Machinery Movers,
Local Union 377
(Ironworkers Unit)

Laborers' International Union of North
America, AFL-CIO, Local Union No. 261
(Laborers Unit)

Teamsters Local Union No. 665
(Lane Workers and Bus Servicers Units)

International Association of Machinists &
Aerospace Workers, AFL-CIO, Machinists
Automotive Trades District Lodge 190,
Peninsula Auto Mechanics Local
Lodge 1414
(Bridge, Bus Transit and Ferry Mechanics
Units)

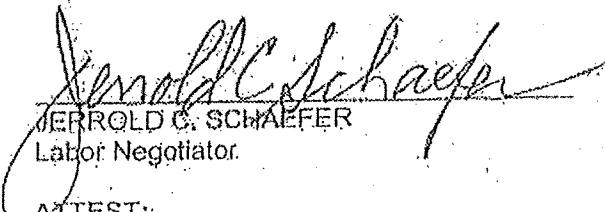
Local Union No. 38 of the United
Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry
(Plumbers Unit)

International Brotherhood of Teamsters
Local 856
(Bus Dispatchers, Transportation Supervisors,
Ferry Supervisors, and Customer Service
Representatives Units)

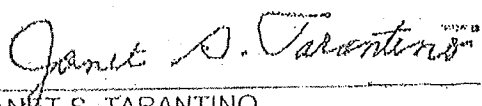
District No. 1-PCD, Marine Engineers
Beneficial Association (AFL-CIO)
(Vessel Masters Unit)

International Federation of Professional
and Technical Engineers, Local 21,
AFL-CIO
(Engineers and Allied Administrative
Employees Units)

APPROVED AS TO FORM:


TERROLD C. SCHAEFER
Labor Negotiator

ATTEST:


JANET S. TARANTINO
District Secretary

Golden Gate Bridge, Highway and Transportation District

Impact to Retiree Costs based on Catastrophic, Chronic, Episodic and Healthy Utilization

EXHIBIT A

Catastrophic Utilization - Individual Medicare Plans versus Blue Shield PPO				
Item	Details	Anthem Plan F-Aetna PDP	Blue	
Premium - Retiree	Annual Retiree Premium	\$2,825	\$0	
Medical OOP	Medical based on utilization and plan design	\$0	\$0	
Part D OOP	Includes any Donut hole exposure for Extend plan for Rx fills and co-pays	\$1,864	\$481	
Total Cost		\$4,689	\$481	
Difference		\$4,208		
Chronic Utilization - Individual Medicare Plans versus Blue Shield PPO				
Item	Details	Anthem Plan F-Aetna PDP	Blue	
Premium - Retiree	Annual Retiree Premium	\$2,825	\$0	
Medical OOP	Medical based on utilization and plan design	\$0	\$0	
Part D OOP	Includes any Donut hole exposure for Extend plan for Rx fills and co-pays	\$1,864	\$481	
Total Cost		\$4,689	\$481	
Difference		\$4,208		
Episodic Utilization - Individual Medicare Plans versus Blue Shield PPO				
Item	Details	Anthem Plan F-Aetna PDP	Blue	
Premium - Retiree	Annual Retiree Premium	\$2,825	\$0	
Medical OOP	Medical based on utilization and plan design	\$0	\$0	
Part D OOP	Includes any Donut hole exposure for Extend plan for Rx fills and co-pays	\$904	\$339	
Total Cost		\$3,729	\$339	
Difference		\$3,390		
Healthy Utilization - Individual Medicare Plans versus Blue Shield PPO				
Item	Details	Anthem Plan F-Aetna PDP	Blue	
Premium - Retiree	Annual Retiree Premium	\$2,825	\$0	
Medical OOP	Medical based on utilization and plan design	\$0	\$0	
Part D OOP	Includes any Donut hole exposure for Extend plan for Rx fills and co-pays	\$181	\$127	
Total Cost		\$3,006	\$127	
Difference		\$2,879		

Golden Gate Bridge, Highway and Transportation District Retiree Health Status - Categories

Generally Healthy Retiree

No significant on-going health issues;
general routine care and minor acute
illness (e.g. sinusitis, thyroid maintenance,
dermatology procedures)

Limited primary care and specialty
doctor visits, no emergency room visit
and limited outpatient hospital
services. No hospital admissions.

Episodic Retiree

Some acute illness and general routine
health needs

same as healthy retiree plus some
additional physician visits, ER visit,
outpatient surgeries, and additional
DME and prescription drug needs.

Chronic Retiree

On-going medical issues (e.g. Diabetes,
Asthma, high blood pressure) in addition to
some acute illness and general routine
healthcare needs

Requires multiple primary care and
specialty doctor visits, emergency
room care, additional outpatient
surgeries, hospital services and
hospital care, DME and prescription
drug needs.

Catastrophic Retiree

Significant and complex healthcare issues;
multiple co-morbid conditions

Requires constant and on-going
healthcare intervention across
delivery system settings: multiple
primary care and specialty doctor
visits, emergency room care, DME,
outpatient surgery and hospital
services and hospital admissions.

EXHIBIT B

DISPUTE RESOLUTION PROCEDURE

For Retiree Medical Benefits For Medicare-Eligible Retirees, Spouses,
Dependents and Domestic Partners

Expedited Arbitration

The parties agree to an expedited arbitration process as follows:

1. Disputes as to additional financial contributions by the District to Individual HRA accounts that have not been resolved by the Joint Committee shall be resolved through an expedited arbitration process.
2. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve (12) months, whichever comes first. A standing expedited arbitration shall take place once a calendar quarter, unless the parties mutually agree to cancel or postpone a scheduled arbitration date.
3. An arbitration hearing for a single dispute shall last a maximum of two (2) hours. The parties may agree to modify this time limit, and the arbitrator can also modify the time limit at his/her discretion.
4. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
5. The arbitrator will make every effort to issue a bench decision. If the arbitrator does not make a bench decision, a written decision shall be made within (2) two business days of the arbitration. Decisions of the arbitrator shall be final and binding and shall not constitute precedent in any other cases.
6. The District shall pay the arbitrator's fees and costs for four (4) single-day arbitration dates during the first year and again during the second year of this Agreement. Costs for additional arbitration dates will be split by the parties.
7. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.

APPENDIX B

**DISTRICT OCTOBER 16, 2014 LAST, BEST AND
FINAL OFFER TO UNION COALITION**

**Golden Gate Bridge, Highway & Transportation District's
10/16/14 Package Proposal to Union Coalition With
Memoranda of Understanding Expiring 6/30/14**

THIS IS THE DISTRICT'S LAST, BEST AND FINAL OFFER

The District's package proposal to the Union Coalition is as follows:

1. **Term of New MOU:** 36 months.

Tentative Agreement.

2. **Wages:** 3.0% - 3.0% - 3.0%

****The District's agreement to go to 3% per year on wages is **expressly contingent** upon the Union Coalition's agreement to the premium share figures proposed in #6 below. If the Coalition does not agree to those premium share figures, the District will revert back to its prior wage proposal.

3. **Retiree Medical:**

a. Debit cards with ExtendHealth for prescriptions only.

b. Joint Committee to manage implementation of debit card.

4. **Medical:** Increase wage tiers/brackets by amount of any wage increase – will consider as part of overall settlement.

5. **Medical:** Establish health insurance opt-out program. Employees who have other employer-sponsored group health insurance can opt out of the District's coverage in exchange for a monthly payment of \$400.

Tentative Agreement.

6. **Medical:** Active employees will pay a share of their health plan premium as follows:

Effective July 1, 2014: No change in premium shares for 2014. No premium share for bronze plans for 2014 (although the District does not expect to have the bronze plans ready for open enrollment until July 2015).

Effective July 1, 2015:

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Blue Shield PPO	\$72	\$122	\$167
Blue Shield HMO	\$62	\$102	\$137
Kaiser HMO	\$47	\$82	\$117

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Kaiser HMO (Mech)	\$47	\$82	\$117

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Blue Shield PPO Bronze	\$10	\$30	\$45
Blue Shield HMO Bronze	\$10	\$20	\$30
Kaiser HMO Bronze	\$10	\$10	\$10
Kaiser HMO (Mech) Bronze	\$10	\$10	\$10

Effective July 1, 2016:

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Blue Shield PPO	\$87	\$154	\$214
Blue Shield HMO	\$69	\$124	\$163
Kaiser HMO	\$57	\$107	\$147
Kaiser HMO (Mech)	\$57	\$107	\$147

Healthcare Plan	Wage Under \$32	Wage Between \$32-\$50	Wage Over \$50
Blue Shield PPO Bronze	\$35	\$60	\$90
Blue Shield HMO Bronze	\$25	\$35	\$75
Kaiser HMO Bronze	\$10	\$10	\$25
Kaiser HMO (Mech) Bronze	\$10	\$10	\$25

7. **Medical:** High-deductible Bronze Plans will be established for the all three health plans (Kaiser, Blue Shield PPO and Blue Shield HMO) in anticipation of the 40% excise tax applicable in 2018 under the Affordable Care Act.

- Enrollment is optional for all employees (current and new).

NOTE: new employees still must enroll in an HMO for two enrollment cycles, as is currently required, but it does not have to be a Bronze HMO.

- Health Reimbursement Accounts (HRAs) will be established for all Bronze Plan enrollees to offset the costs of the deductible and other qualified medical expenses and will be funded by the District in the following amounts:

Employee's First Year of Enrollment

Coverage Type	Blue Shield "Bronze" HMO	Blue Shield "Bronze" PPO	Kaiser "Bronze" HMO
Employee	Out of pocket max	Out of pocket max	Out of pocket max
Employee plus One	Out of pocket max	Out of pocket max	Out of pocket max
Family	Out of pocket max	Out of pocket max	Out of pocket max

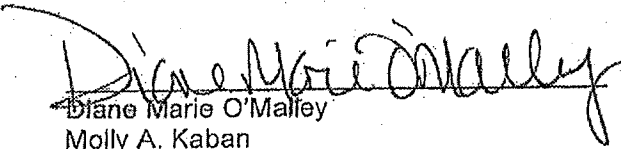
Employee's Subsequent Years of Enrollment

Coverage Type	Blue Shield "Bronze" HMO	Blue Shield "Bronze" PPO	Kaiser "Bronze" HMO
Employee	Deductible	Deductible	Deductible
Employee plus One	Deductible	Deductible	Deductible
Family	Deductible	Deductible	Deductible

- On retirement, leftover HRA funds will roll over into the retiree's HRA account after a waiting period.
- Early retirement premiums (tied to Medicare Part B premium, i.e., \$104.90/mo. for 2014) will be waived for all pre-65 retirees and dependents who are enrolled in a Bronze Plan. This provision automatically ends at the expiration of the MOU.
- Extra cash stipend annually to those who enroll in the Kaiser Bronze Plan for the first three enrollment years:
 - Employee only = \$750
 - Employee plus one = \$1000
 - Family = \$2200
- Employees can opt to place the Kaiser cash stipend in pre-tax 457 or deferred comp. Employees must affirmatively decide to do this by designating the funds for the 457. The District cannot make the election for the employee.

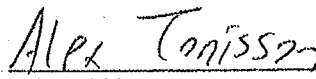
- District agrees to allow employees to update FSA accounts after MOU is settled. Please note that if an employee goes into a bronze plan with an HRA account, he or she can only use the FSA for dependent care.
 - Employees who choose to enroll in a bronze plan can opt out of the bronze plan and back into one of the District's current health plans during annual open enrollment periods.
 - When an employee's employment with the District terminates for any reason except retirement, any remaining HRA funds will revert back to the District. Similarly, if an employee who was enrolled in bronze plan chooses to go to one of the District's current non-bronze plans during open enrollment, any remaining HRA funds will revert back to the District.
8. **Medical:** If and when enrollment in the Blue Shield PPO drops to 200 employees or below District-wide, the District agrees to meet with Union Coalition designees to explore the possibility of providing the Blue Shield PPO on a fully insured basis (instead of self-insured) for the purposes of participating in a pooled PPO program.
9. **Town Hall Meetings Regarding Health Care:** to be held semi-annually at which the District will review the costs of the health care program, any changes in the law (e.g. ACA), potential plans for the future, etc. Open to the whole Coalition bargaining team. Attendees can ask questions and provide feedback.
10. **Life Insurance:** \$25k for life; \$25k for AD&D; current benefit for retirees.
Tentative Agreement.
11. **Tuition Reimbursement:** \$2000 per year.
Tentative Agreement.

FOR THE DISTRICT


Diane Marie O'Malley
Molly A. Kaban
Labor Negotiator

FOR THE UNION


Signature


Printed Name

APPENDIX C

BARGAINING UNIT POSITIONS AND WAGE RATES

HOURLY WAGE RATES - EFFECTIVE JULY 1, 2022

<u>Rates</u>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Accounting Specialist	\$32.54	\$34.11	\$35.77	\$37.51	\$39.33
Art Supervisor	\$41.27	\$43.26	\$45.37	\$47.58	\$49.88
System Administrator – PC Support	\$41.63	\$43.61	\$45.73	\$47.95	\$50.28
Human Resources Coordinator	\$34.26	\$35.94	\$37.68	\$39.49	\$41.41
Marketing Coordinator	\$34.26	\$35.94	\$37.68	\$39.49	\$41.41
Marketing Representative	\$32.54	\$34.11	\$35.77	\$37.51	\$39.33
Office Coordinator	\$34.26	\$35.94	\$37.68	\$39.49	\$41.41
Senior Engineering Contracts Asst	\$44.38	\$46.53	\$48.79	\$51.14	\$53.63
Engineering Contracts Assistant	\$39.74	\$41.68	\$43.67	\$45.79	\$48.02
Senior Engineering Document Control Asst	\$41.27	\$43.26	\$45.37	\$47.58	\$49.88
Engineering Document Control Assistant	\$36.98	\$38.73	\$40.62	\$42.60	\$44.67
Office Specialist – DSO	\$32.54	\$34.11	\$35.77	\$37.51	\$39.33
Senior Network Administrator	\$52.67	\$55.21	\$57.90	\$60.71	\$63.67
Senior Systems Administrator	\$49.22	\$51.59	\$54.13	\$56.73	\$59.48
Senior Desktop Systems Administrator	\$49.22	\$51.59	\$54.13	\$56.73	\$59.48
Traffic Audit Specialist	\$32.54	\$34.11	\$35.77	\$37.51	\$39.33

HOURLY WAGE RATES - EFFECTIVE JANUARY 1, 2023

<u>Rates</u>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Accounting Specialist	\$33.68	\$35.30	\$37.02	\$38.82	\$40.71
Art Supervisor	\$42.71	\$44.77	\$46.96	\$49.25	\$51.63
Systems Administrator – PC Support	\$43.09	\$45.13	\$47.33	\$49.63	\$52.03
Human Resources Coordinator	\$35.46	\$37.20	\$39.00	\$40.87	\$42.86
Marketing Coordinator	\$35.46	\$37.20	\$39.00	\$40.87	\$42.86
Marketing Representative	\$33.68	\$35.30	\$37.02	\$38.82	\$40.71
Office Coordinator	\$35.46	\$37.20	\$39.00	\$40.87	\$42.86
Engineering Contracts Assistant	\$41.13	\$43.14	\$45.20	\$47.39	\$49.70
Engineering Document Control Assistant	\$38.27	\$40.09	\$42.04	\$44.09	\$46.23
Office Specialist - DSO	\$33.68	\$35.30	\$37.02	\$38.82	\$40.71
Senior Network Administrator	\$54.51	\$57.14	\$59.93	\$62.83	\$65.90
Senior Systems Administrator	\$50.94	\$53.40	\$56.02	\$58.72	\$61.56
Senior Desktop Systems Administrator	\$50.94	\$53.40	\$56.02	\$58.72	\$61.56
Traffic Audit Specialist	\$33.68	\$35.30	\$37.02	\$38.82	\$40.71

HOURLY WAGE RATES - EFFECTIVE JULY 1, 2023

<u>Rates</u>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
Accounting Specialist	\$34.86	36.54	\$38.32	\$40.18	\$42.13
Art Supervisor	\$44.20	\$46.34	\$48.60	\$50.97	\$53.44
Systems Administrator – PC Support	\$44.60	\$46.72	\$48.99	\$51.37	\$53.85
Human Resources Coordinator	\$36.70	\$38.50	\$40.37	\$42.30	\$44.36
Marketing Coordinator	\$36.70	\$38.50	\$40.37	\$42.30	\$44.36
Marketing Representative	\$34.86	\$36.54	\$38.32	\$40.18	\$42.13
Office Coordinator	\$36.70	\$38.50	\$40.37	\$42.30	\$44.36
Engineering Contracts Assistant	\$42.57	\$44.65	\$46.78	\$49.05	\$51.44
Engineering Document Control Assistant	\$39.61	\$41.49	\$43.51	\$45.63	\$47.85
Office Specialist - DSO	\$34.86	\$36.54	\$38.32	\$40.18	\$42.13
Payroll Coordinator	----	----	----	----	----
Senior Network Administrator	\$56.42	\$59.14	\$62.03	\$65.03	\$68.21
Senior Systems Administrator	\$52.72	\$55.27	\$57.98	\$60.78	\$63.71
Senior Desktop Systems Administrator	\$52.72	\$55.27	\$57.98	\$60.78	\$63.71
Traffic Audit Specialist	\$34.85	\$36.54	\$38.32	\$40.18	\$42.13

APPENDIX D

**DISTRICT RESOLUTION NO. 2022-019
SETTING FORTH MEDICAL BENEFITS FOR
CERTAIN DISTRICT RETIREES,
THEIR SPOUSES, DEPENDENTS AND
SURVIVORS AND SURVIVORS OF
ACTIVE EMPLOYEES**

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RESOLUTION NO. 2022-019

**SETTING FORTH MEDICAL BENEFITS FOR CERTAIN DISTRICT RETIREES,
THEIR SPOUSES, DEPENDENTS AND SURVIVORS AND SURVIVORS OF
ACTIVE EMPLOYEES**

March 25, 2022

WHEREAS, the District has provided medical benefits for employees, retirees, their spouses, dependents and survivors for many years;

WHEREAS, these benefits are described in various Resolutions, including Resolution Nos. 7807, 82-412, 83-244, 86-217, 86-355, 91-159, 97-183, 2000-141, 2004-004, 2004-101, 2006-093, 2006-094 and 2010-105 and actions of the District Board of Directors, the Human Resources Guide, and Memoranda of Understanding with various unions;

WHEREAS, said benefits in the past have differed depending upon whether service to the District was rendered as an administrative employee or as a union employee (excluding bus operators);

WHEREAS, it is the desire of the District to update, consolidate, and clarify said benefits and the basis of their availability to the survivors of employees and survivors of retired employees and their dependents (excluding bus operators), and to set forth those benefits in a single Resolution;

WHEREAS, in order to clarify the availability of said benefits to union employees, their survivors and dependents, the District has complied with the meet-and-confer requirements of District Resolution 7293;

WHEREAS, all bargaining units of the Union Coalition have ratified the Coalition Agreement and individual unit agreements as of March 11, 2022,

WHEREAS, the Rules, Policy and Industrial Relations Committee, at its meeting of March 24, 2022, has so recommended; now, therefore, be it

RESOLVED, that for regular full-time administrative and union employees (excluding bus operators), and regular part-time administrative employees, the medical benefits for retired employees, their spouses, dependents, and survivors, and the survivors of active employees, shall be as set forth below and subject to the conditions which follow:

1. **Continuation of medical benefits for the survivors of employees who die while in active District employment**

- a. The survivors (including eligible dependents) of an employee who has more than two (2) years of continuous service but less than fifteen (15) years of continuous service at the time of his/her death, shall be entitled, at District expense, to a three (3)-month continuation of the medical, dental, vision, and prescription drug coverage, which was in existence at the time of the employee's death. The three (3)-month period shall begin on the first day of the month following the month in which occurs the employee's death.
- b. The survivors (including eligible dependents) of an employee who dies while in active employment and who meets the retiree medical eligibility requirements set forth in No. 2.b herein, shall be entitled, at the District's expense, subject to a designated monthly contribution as outlined in No. 3 and No. 4 herein, to the continuation of medical, dental, vision, and prescription drug coverage to the normal age limitations for children and to eligibility for Medicare for spouses and, provided further, that the District's payment in excess of the minimum employer contribution amount required by CalPERS for such coverage shall cease upon the survivor's employment with another employer or the remarriage of the survivor spouse provided said survivor is eligible for medical coverage with the new employer or is eligible for spousal coverage with the employer of the new spouse.

2. **Continuation of medical benefits for retirees, their spouses, and dependents and for the survivors of retired employees (excluding bus operators) hired after June 30, 1983, for union employees and December 31, 1982, for administrative employees**

- a. The retiree who was hired after June 30, 1983, for union employees and December 31, 1982, for administrative employees and at the time of retirement is at least fifty-five (55) years of age with at least ten (10) years of continuous service shall, at District expense, be entitled to a continuation of medical, dental, vision, and prescription drug coverage for the life of the retiree or until the retiree obtains other employment, provided the effective date of the retiree's retirement under CalPERS or other public agency pension plan is within 120 days of separation from the District. In the event the retiree is not Medicare-eligible and obtains other employment and is eligible for medical benefits with the new employer, the District's coverage will continue but will become secondary coverage. If the retiree is Medicare-eligible, the retiree must be enrolled in Medicare Parts A and B and cannot enroll in any other coverage. The retiree shall be subject to a designated monthly contribution as outlined in No. 4 herein. In order to be covered under the District's dental and vision plans, the retiree must elect coverage under the District's medical plan. Retirees who enroll in the District's medical coverage will automatically be enrolled in the District's dental and vision coverage.

- b. The retiree, his/her spouse, and eligible dependents of a retiree who was hired after June 30, 1983, for union employees and December 31, 1982, for administrative employees and at the time of retirement is at least fifty-five (55) years of age with at least fifteen (15) years of continuous service shall, at District expense, be entitled to a continuation of medical, dental, vision and prescription drug coverage, provided the effective date of the retiree's retirement under CalPERS or other public agency pension is within 120 days of separation from the District. In the event the retiree is not Medicare-eligible and obtains other employment and is eligible for medical benefits with the new employer, the District's coverage will continue but will become secondary coverage. If the retiree is Medicare-eligible, the retiree must be enrolled in Medicare Parts A and B and cannot enroll in any other coverage. Upon the death of the retiree, the surviving spouse and eligible dependents shall be entitled, at District expense, to a continuation of medical, dental, vision, and prescription drug coverage to the normal age limitations for children, provided the retiree selects a spousal survivor pension benefit option and, provided further, that the District's payment in excess of the minimum employer contribution amount required by CalPERS, if any, for such coverage shall cease upon the survivor spouse's employment or the remarriage of the survivor spouse provided said survivor is eligible for medical coverage with the new employer or is eligible for spousal coverage with the employer of the new spouse. The surviving spouse and eligible dependents shall be subject to a designated monthly contribution as outlined in No. 4 herein.
- c. In the event an employee has transferred between administrative and union positions, the employee's eligibility for benefits will be determined with respect to employment before August 9, 1991, based on the date which results in a more favorable result. These will be evaluated on a case-by-case basis, and the circumstances of the employee's service dates as an administrative or Union employee will be considered.

3. Continuation of medical benefits for retirees, their spouses, and dependents and for the survivors of retired employees (excluding bus operators) who were hired after August 9, 1991

- a. All employees hired on or after August 9, 1991, who receive a pension from CalPERS upon retirement, shall be eligible for retirement health benefits coverage (same benefits coverage, co-payments, deductibles, and out-of-pocket limits as for active employees unless otherwise specified) under the rules set forth in the section immediately preceding this one and subject to the following formula, and No. 3.c, below:

Minimum Age of 55 years plus Years of District Service (10 years minimum for employee only or 15 years minimum for employee, spouse, and dependents) which total a number of points equal to:

- 80 points or higher, per Public Employees' Medical and Hospital Care Act (PEMHCA), monthly health benefit premium is deducted from retiree's monthly CalPERS pension check, and retiree receives reimbursement of 100% of health benefit premium pension deductions from the District through the District's CalPERS Retiree Reimbursement Program, except as provided in No. 4 herein;
 - 75-79 points, per PEMHCA, monthly health benefit premium is deducted from retiree's monthly CalPERS pension check, and retiree receives reimbursement of 80% of health benefit premium less the District's required minimum employer contribution from the District through the District's CalPERS Retiree Reimbursement Program, except as provided in No. 4 herein;
 - 70-74 points, per PEMHCA, monthly health benefit premium is deducted from retiree's monthly CalPERS pension check, and retiree receives reimbursement of 70% of health benefit premium less the District's required minimum employer contribution from the District through the District's CalPERS Retiree Reimbursement Program, except as provided in No. 4 herein;
 - Less than 70 points, retiree does not receive any retiree health benefits paid in whole or in part by the District, other than the CalPERS required minimum employer contribution.
- b. Employees who are covered by this policy but have a pension other than CalPERS, and who were hired on or after August 9, 1991, shall be eligible for retirement health benefits coverage (same benefits coverage, co-payments, deductibles, and out-of-pocket limits as for active employees unless otherwise specified) under the rules set forth in the section immediately preceding this one and subject to the following formula:

Minimum Age of 55 years plus Years of District Service (10 years minimum for employee only or 15 years minimum for employee, spouse, and dependents) which total a number of points equal to:

- 80 points or higher, District pays 100% of health benefit premiums, except as provided in No. 4 herein;
- 75-79 points, District pays 80% and bills retiree for 20% of health benefit premiums, except as provided in No. 4 herein;
- 70-74 points, District pays 70% and bills retiree for 30% of health benefit premiums, except as provided in No. 4 herein;

- Less than 70 points, retiree does not receive any retiree health benefits paid in whole or in part by the District, other than the CalPERS required minimum employer contribution.
- c. The District's reimbursement for pre-65 retirees who meet the eligibility requirements described above is limited to the applicable percentage of the premium cost for the lower of either the CalPERS Kaiser or Gold plans. The District's reimbursement for Medicare-eligible retirees who meet the eligibility requirements described above is limited to the applicable percentage of the premium cost for the lower of the CalPERS Medicare Gold or Medicare Platinum plans.

4. **Contributions/Coverage Applicable to All Retirees (other than bus operator retirees)**

- a. **Pre-Medicare Eligible “Early” Retirees:** Retirees under age 65 who are eligible for District-provided retiree health benefits shall pay a contribution equivalent to the Medicare Part B base premium (as established annually by the Centers for Medicare and Medicaid Services) for the retiree and also for the retiree’s eligible spouse until each individual reaches age 65. The retiree’s age and the spouse’s age are considered separately for determining the contribution owed. These payments shall be made to the District in accordance with District procedures.
- b. **Medicare-Eligible Retirees:** Retirees over 65 and any eligible spouse over 65 must be enrolled in Medicare Parts A and B and must pay their monthly Medicare Part B premiums. Medicare becomes the primary coverage and the CalPERS -provided supplemental Medicare plan becomes secondary.
- c. A retiree or his/her spouse who is under age 65 and is covered under Medicare due to a disability shall make the contribution to Medicare. They also must notify the District of their early eligibility for Medicare.
- d. District policies and benefits programs will include a domestic partner and/or domestic partner dependents in instances where provisions for a “spouse” apply, including any provisions/limitations herein. In no event will the District be responsible for situations where a benefits provider or law does not provide for domestic partner rights and benefits. A domestic partner/dependents must be registered in accordance with the District’s domestic partner policies and program.
- e. If a spouse/domestic partner and/or dependents is added to a retiree’s medical benefits after the date of retirement, the retiree must pay any additional cost for such coverage. The new spouse or dependent is not eligible for the District's dental, vision or health reimbursement arrangement ("HRA") coverage.

- f. Generally, retirees have medical plans with provisions equivalent to those of active employees. However, there are special provisions in some cases.
- g. An employee with ten (10) years of service who retires due to an industrial disability, and who has been approved for a disability pension by CalPERS or another appropriate pension plan, may elect to receive health care coverage for the retiree in CalPERS Kaiser or Gold medical plans, provided the effective date of their disability retirement under CalPERS or other public agency pension is within 120 days of separation from the District. The retiree's age or hire date are not factors in determining eligibility for this benefit. The retiree will pay the same contribution as other retirees, based on point system outline in No. 3 herein. However, no spousal and/or dependent coverage will be paid by the District. If the retiree wishes to cover a dependent, the retiree will enroll in CalPERS Kaiser or Gold plan and elect two-party or family coverage, and the retiree will pay the difference between single and two-party or family coverage for the eligible dependent(s). An eligible dependent is defined as one of the following: spouse, domestic partner, or dependent child. The spouse and/or dependent is not eligible for the District's dental, vision or health reimbursement arrangement ("HRA") coverage.

An employee with at least ten (10) years of continuous service who retires due to a non-work related disability, and who has been approved for a pension by CalPERS or another appropriate pension plan, may elect to receive health care coverage for the retiree only under CalPERS Kaiser or Gold medical plans, provided the effective date of their disability retirement under CalPERS or other public agency pension is within 120 days of separation from the District. The employee's age or hire date are not factors in eligibility for this benefit. The retiree will be allowed to enroll in CalPERS Kaiser or Gold plans, and will pay the same monthly amount as other retirees, based on age. In the event a retiree on disability cannot be covered under CalPERS Kaiser or Gold plan, the retiree may elect retiree only coverage in another CalPERS plan, but the difference in cost will be paid by the employee. If the retiree wishes to cover a dependent, the retiree will enroll in CalPERS Kaiser or Gold plan and elect two-party or family coverage, and the retiree will pay the difference between single and two-party or family coverage for the eligible dependent(s). An eligible dependent is defined as one of the following: spouse, domestic partner, or dependent child. The spouse and/or dependent is not eligible for the District's dental, vision or health reimbursement arrangement ("HRA") coverage.

- 5. For regular non-represented part-time employees who are classified in 30-hour or more work week positions, service credit will be prorated for part-time service. The total of the prorated service credit will apply toward requirements for retiree benefits eligibility.

6. To the extent that a provision in a bargaining unit's Memorandum of Understanding is more favorable than this resolution, the collective bargaining agreement will prevail; and, be it further

RESOLVED, that this Resolution modifies and supersedes Resolution Nos. 7807, 82-412, 83-244, 86-217, 86-355, 91-159, 97-183, 2000-141, 2004-004, 2004-101, 2010-105 and any other District resolutions, policies, practices or procedures, to the extent such resolutions, policies, practices or procedures are inconsistent or conflict with the provisions of this Resolution; be it further

RESOLVED, that the General Manager is authorized and directed to make conforming changes to the District *Human Resources Guide* and to take such other actions necessary and appropriate to implement the policies enunciated herein; and, be it further

RESOLVED, that the effective date of this Resolution is upon Board ratification.

ADOPTED this 25th day of March 2022, by the following vote of the Board of Directors:

AYES (13): Directors Garbarino, Grosboll, Hernández, Mastin, Melgar, Pahre, Rabbitt, Rodoni, Snyder and Thier; Second Vice President Hill; First Vice President Cochran; President Theriault.

NOES (0): None.

ABSENT (4): Directors Arnold, Conroy, Giudice and Stefani.

[Note: On this date, there were two vacancies on the Board of Directors.]


Michael Theriault
President, Board of Directors

ATTEST:


Amorette M. Ko-Wong
Secretary of the District

Reference:

March 24, 2022, Rules, Policy & Industrial Relations Committee, Agenda Item No. 4
<https://www.goldengate.org/assets/1/25/2022-0324-rulescomm-no4-apprecodifyretirementreso.pdf>

APPENDIX E
AMENDED MEMORANDUM OF
UNDERSTANDING REGARDING TRANSITION
TO CALPERS MEDICAL PLANS FOR ALL UNION
COALITION EMPLOYEES AND RETIREES

AMENDED MEMORANDUM OF UNDERSTANDING
GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT
and
UNION COALITION
REGARDING TRANSITION TO CALPERS MEDICAL PLANS FOR
ALL UNION COALITION EMPLOYEES AND RETIREES

This Agreement is entered into the April 4, 2022, by and between Golden Gate Bridge, Highway and Transportation District, its successors and assignees, hereinafter called the "District" and the Union Coalition.

1. PURPOSE OF AGREEMENT: The parties to this Agreement understand that the purpose of this Agreement is to reduce the District's cost for medical benefits by transitioning all Coalition employees and retirees from the District's current medical plans to medical plans provided by CalPERS under the Public Employees' Medical and Hospital Care Act ("PEMHCA"). This Agreement is entered into independently of the currently expired Memoranda of Understanding, which will remain open and subject to further negotiation.

2. TERM OF AGREEMENT: This Agreement will become effective after ratification by the Coalition members and the District's Board of Directors, whichever is later. This agreement will become incorporated into the next Memoranda of Understanding ("MOU") and will have the same term as the MOUs.

3. IMPLEMENTATION DATE:

(a) The District will transition all Coalition employees and retirees to CalPERS medical plans effective as of October 1, 2021. Employees and retirees will remain in their current plans until that date, and there will be no open enrollment on July 1, 2021. Employees enrolled in a Bronze Plan as of July 1, 2021 will not receive a stipend. They will receive a pro

rata (1/4) share of the bronze plan HRA funding which can only be used for deductibles, co-pays (medical and prescription), and co-insurance. Extra funds will be provided when medically necessary for the three month period of July 1, 2021 to September 30, 2021 only up to the full annual amount they would have been entitled to for a full plan year in the bronze plans.

(b) Employees transitioning to CalPERS plans on October 1, 2021 who are entitled to a stipend based on plan choice will receive prorated stipends (1/4th of the total annual stipend) equivalent to the remaining three months of the year. For 2022 and subsequent years, employees who are entitled to a stipend based on plan choice for the 2022 plan year will receive full stipends effective as of January 1, 2022 for the 2022 plan year and continuing from year-to-year thereafter.

(c) Employees transitioning to CalPERS plans as of October 1, 2021 that are entitled to an HRA contribution based on their CalPERS plan choice will receive the full HRA contribution, provided, however, that unused HRA funds will not roll over to the following year and will be forfeited, following the HRA plan's run-out period. For 2022 and subsequent years, employees that are entitled to an HRA contribution based on their CalPERS plan choice as of January 1, 2022 will receive the HRA full contribution amount that applies for the 2022 plan year and continuing from year-to-year thereafter.

4. PREMIUM SHARES: Effective as of October 1, 2021, employees will pay \$60 per month as a premium share for the CalPERS Kaiser HMO Basic Plan ("Kaiser") or CalPERS Gold PPO Basic Plan ("CalPERS Gold") or \$150 per month for the CalPERS Platinum PPO Basic Plan ("CalPERS Platinum"). Employees who enroll in a CalPERS plan other than Kaiser, CalPERS Gold or CalPERS Platinum will pay the difference between the cost of the premium for the selected plan and the premium for CalPERS Gold. They will also have to pay the premium share for CalPERS Gold (\$60 per month).

5. CALPERS MEDICAL PLAN ENROLLMENT FOR ACTIVE EMPLOYEES: Active employees may enroll in any CalPERS plan that is available to them; however, the parties agree to incentivize employees to choose Kaiser, CalPERS Gold or CalPERS Platinum under the following terms:

(a) KAISER

1. Kaiser Stipend: Active employees enrolling in Kaiser will receive an annual stipend in the following amounts:

- Single: \$1000
- EE+1: \$2000
- Family: \$3000

2. Kaiser HRA: Active employees enrolling in Kaiser will receive annual health reimbursement arrangement (HRA) contributions in the following amounts:

- Single: \$1500
- EE+1: \$3000
- Family: \$3000

(b) CalPERS GOLD:

1. CalPERS Gold Stipend: Participants enrolling in CalPERS Gold will receive an annual stipend in the following amounts:

- Single: \$1000
- EE+1: \$1000
- Family: \$2000

2. CalPERS Gold HRA: Participants enrolling in CalPERS Gold will receive annual health reimbursement arrangement (HRA) contributions in the following amounts:

- Single: \$3500
- EE+1/Family: \$7000

(c) CalPERS PLATINUM:

1. PERS Platinum HRA: Participants enrolling in CalPERS Platinum will receive annual health reimbursement arrangement (HRA) contributions in the following amounts:

- Single: \$3500
- EE+1/Family: \$7000

6. BUSINESS RULES FOR ALL ACTIVES (Enrolled in Kaiser, CalPERS Gold and CalPERS Platinum):

(a) Expenses eligible for reimbursement with HRA funds are limited to deductibles, co-insurance and co-pays (medical and prescription). No other expenses listed in IRS Code Section 213(d) are permissible.

(b) Requests for additional HRA funding are not permitted.

(c) HRA balances do not carry over from year-to-year.

(d) The HRA Plan Administrator determines whether or not expenses are eligible for reimbursement from the HRA plan. If an employee disagrees with the Plan Administrator's determination that a claim is not eligible for reimbursement, he or she may appeal the determination directly with the Plan Administrator in accordance with the HRA Plan's claims and appeals procedures.

(e) Employees who are currently in a high deductible "bronze" plan for actives (both PPO and Kaiser) will have a one-time balance transfer (after a 90 days run out period) into the new HRA plans. After that, all funds will be subject to the rules and limitations of the new HRA Program. Any balances remaining at the end of 2022 will not roll over and will be forfeited.

7. ACTIVE EMPLOYEES ENROLLED IN ALL OTHER CALPERS PLANS: Employees who select a plan other than Kaiser or CalPERS Gold or CalPERS Platinum will not receive any annual HRA funding or annual stipend, and they will pay the difference between the cost of the premium for the selected plan and the premium for PERS Gold. They will also have to pay the premium share for CalPERS Gold (\$60 per month).

8. NEW EMPLOYEES: New employees who do not chose to enroll in Kaiser during the first two open enrollment cycles, (1) do not receive the annual HRA funding; and (2) pay the difference between the premium of the selected plan and Kaiser premium (in addition to the employee's premium sharing for plan selected).

9. CALPERS MEDICAL PLAN ENROLLMENT FOR PRE-65 RETIREES: Employees who retire before the age of 65 (and are thus not Medicare eligible) will enroll in CalPERS medical plans according to the following terms:

(a) Kaiser, CalPERS Gold and CalPERS Platinum: Pre-65 retirees enrolled in one of these three plans will receive stipends and/or HRA account contributions under the same rules as the active employees.

(b) All pre-65 retirees pay a monthly premium sharing amount equal to the standard Medicare Part B premium equivalent to the District. Those entitled to a stipend based on plan choice will pay the amount of the standard Medicare Part B premium less the stipend.

(c) For Pre-65 retirees who are receiving a CalPERS pension, in addition to their annual HRA funding, if any, they will receive a monthly direct deposit into their bank accounts (up to the amount eligible based on the retiree's health benefit points¹) in the amount of the

¹ The points-based system for retiree medical benefit eligibility is set forth in District Resolution No. 2010-105, which is incorporated herein by reference.

premium deduction from their CalPERS pension checks, less the Minimum Employer Contribution, which the District pays to CalPERS directly. For those who do not enroll in Kaiser, CalPERS Gold, or CalPERS Platinum, the monthly amount is limited to the amount of the premium of CalPERS Gold, less the Minimum Employer Contribution, which the District pays to CalPERS directly.

(d) Pre-65 retirees who are not in CalPERS pension (IBU, MEBA) will be billed by the District for any amounts due above the amount of the premium covered by the District.

(e) Pre-65 retirees who do not choose CalPERS Kaiser, CalPERS Gold or CalPERS Platinum will not receive the annual HRA funding or any stipend. In addition, they will be responsible for paying for the difference between the premium of the plan they enroll in and the premium of CalPERS Gold, as well as paying the full amount of the standard Medicare Part B premium equivalent to the District.

10. CALPERS MEDICAL PLAN ENROLLMENT FOR POST-65 RETIREES:

(a) Medicare: all Medicare-eligible retirees must enroll in Medicare and must pay their own Medicare Part B premiums.

(b) Supplemental coverage for all retirees receiving a pension: CalPERS requires that all District retirees who qualify for a pension be offered a minimum level of retiree health care funding, regardless of eligibility under District rules, called the Minimum Employer Contribution ("MEC"). Thus, retirees who enroll in CalPERS before they are eligible for retiree medical benefits under the current points-based system are required to pay the District the difference between the MEC required by CalPERS and the relevant plan premium.

(c) Minimum Employer Contribution: To determine the MEC, the District will use the graduated method, which allows the employer to gradually increase funding to meet the MEC

over a twenty year period, starting with \$1 in year 1.

(d) HRA Contributions: Post-65 retirees enrolling in Kaiser Senior Advantage, CalPERS Gold Medicare Plan or CalPERS Platinum Medicare Plan will receive annual health reimbursement account contributions in the following amounts:

- Kaiser Senior Advantage: \$550
- Gold Medicare Plan: \$400
- Platinum Medicare Plan: \$400

(e) Plans other than Kaiser Senior Advantage, Gold Medicare or Platinum Medicare: Retirees who do not choose to enroll in Kaiser Senior Advantage, CalPERS Gold Medicare Plan, or CalPERS Platinum Medicare Plan will not receive annual HRA funding. In addition, they will be responsible for paying for the difference in premium of the plan they enroll in and the premium for the CalPERS Gold Medicare Plan.

11. BUSINESS RULES FOR POST-65 RETIREE HRAs:

(a) Post-65 retirees will be allowed to carry over unused HRA balances from year to year.

(b) Expenses eligible for reimbursement with HRA funds are limited to co-insurance and co-pays (medical and prescription). Medicare Part B premiums are not eligible for HRA reimbursement.

(c) Requests for additional funding are not permitted, except for those made pursuant to the Transitional HRA plan, described below. The current system for additional funding of retiree HRA accounts will be eliminated.

(d) Retirees who are currently enrolled in a Towers Watson/Via Benefits HRA program may roll unused balances (after a 6-month run out period) into the new CalPERS Medicare HRA. Because they will receive HRA funding on October 1, 2021 under this

Agreement, the annual \$4208 HRA contribution received for the 2021 calendar year will be prorated to \$3156 (for time period January 1, 2021 to September 30, 2021).

12. THE PUBLIC EMPLOYEES' MEDICAL & HOSPITAL CARE ACT ("PEMHCA") RULES:

(a) When an employee separates from the District, he/she must have a retirement date for receiving their pension (CalPERS, MEBA and IBU pensions) that is within 120 days of separation from District employee to be eligible for retiree medical benefits.

(b) In order for a retiree's surviving spouse to receive retiree medical benefits, the retiree must elect a spousal survivorship form of their pension benefit. If the pension benefit option a retiree elects does not provide for a survivor pension benefit to be paid to the surviving spouse, the surviving spouse will not be covered by CalPERS health coverage after the death of the retiree—even if he/she qualified for District surviving spousal retiree benefits. Individuals who retired before the transition to CalPERS health coverage and who did not elect a survivorship form of CalPERS pension benefit will be grandfathered in such that their surviving spouse will be eligible for CalPERS health coverage.

13. TRANSITIONAL HRA: In order to assist with the transition to CalPERS and the new HRA plan structure for retirees who have been eligible to receive additional funding under the current HRA plan structure, the District will establish a Coalition Medicare-Eligible Retiree Transition HRA ("Transition HRA Plan") to provide reimbursement of certain expenses incurred by eligible retirees between the effective date of the transition of Coalition employees and retirees to PEMHCA coverage (October 1, 2021) and June 30, 2023. Eligible retirees under the Transition HRA will be those retirees who applied for and received additional funding during the 2020 Plan Year under the District's HRA for Medicare-Eligible Union Coalition Retirees (effective as of 9/1/12, amended and restated as of 7/1/17) (the "Prior Coalition Retiree HRA"). Under the Transition HRA, eligible retirees may request reimbursement for qualifying medical

expenses, subject to the following:

(a) The Transition HRA will reimburse only those qualifying medical expenses for which no coverage is provided under the CalPERS Medicare plans, and which would have been eligible for additional funding consideration (medical and prescription out-of-pocket expenses, not including Medicare Part B premiums) under the Memorandum of Understanding Regarding Retiree Medical Benefits For Medicare-Eligible Retirees, Spouses, Dependents and Domestic Partners, dated May 7, 2012.

(b) Reimbursement for eligible expenses will be capped at a total of \$30,000 for all retirees who are eligible for Transition HRA Plan funding.

(c) Requests for reimbursement of qualifying medical expenses under the Transition HRA Plan must be made in writing to the Plan Administrator, with appropriate substantiation. The retiree must first submit the claim for reimbursement under the regular HRA. If the claim is denied, the retiree must submit the denied claim to the District. The District will determine the appropriate amount, if any, to be reimbursed under the terms of this Agreement and the Transition HRA Plan and will notify the Plan Administrator of the reimbursable amount. The Administrator will then reimburse the retiree according to the District's instructions automatically, without the need for an additional submission. If the retiree disagrees with the District's determination that a claim is not eligible for reimbursement from the Transition HRA Plan, he or she may appeal the decision to the District's Deputy General Manager ("DGM") of Administration. If the DGM of Administration denies the appeal, then retiree may appeal the determination in accordance with the Transition HRA Plan's claims and appeals procedures.

(d) The Transition HRA Plan will terminate on June 30, 2023.

14. SIGNING BONUSES: In recognition of the employees' and retirees' agreement to enter

into this agreement before settling other outstanding negotiation issues, including the amount of any wage increase, if any, the District agrees to provide signing bonuses in the following amounts:


(a) For all active Coalition employees: \$750 payable in the first full pay period of July 2021.

(b) For all active Coalition employees currently enrolled in Bronze plans: an additional \$500 in the first full pay period of October 2021 (for a total of \$1250).

FOR THE DISTRICT:


MICHAEL THERIAULT, President
Board of Directors

FOR THE UNION COALITION:



Inlandboatmen's Union of the Pacific
(Deckhands and Terminal Assistants Units)

DENIS J. MULLIGAN
General Manager



Operating Engineers, Local Union No. 3
(Bridge Service Operators, Operating
Engineers and Patrol Officers Units)

**United Brotherhood of Carpenters and
Joiners of America, Local Union No. 22
and Northern California Carpenters
Regional Council
(Carpenters Unit)**

**Plasterers and Cement Masons Local Union #300
(Cement Masons Unit)**

**International Brotherhood of Electrical
Workers, Local Union No. 6
(Electricians Unit)**

**International Association of Bridge,
Structural, Ornamental, Reinforced Iron
Workers, Riggers and Machinery Movers,
Local Union 377
(Ironworkers Unit)**

**Laborers' International Union of North
America, AFL-CIO, Local Union No. 261
(Laborers Unit)**

**Teamsters Local Union No. 665
(Lane Workers and Bus Servicers Units)**

**International Association of Machinists &
Aerospace Workers, AFL-CIO, Machinists
Automotive Trades District Lodge 190,
Peninsula Auto Mechanics Local
Lodge 1414**

(Bridge, Bus Transit and Ferry Mechanics
Units)

**Local Union No. 38 of the United
Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry**

(Plumbers Unit)

**International Brotherhood of Teamsters
Local 856**

(Bus Dispatchers, Transportation Supervisors,
Ferry Supervisors, and Customer Service
Representatives Units)

**District No. 1-PCD, Marine Engineers'
Beneficial Association (AFL-CIO)**

(Vessel Masters Unit)

DocuSigned by:


291CC6F9450E4C5...

**International Federation of Professional
and Technical Engineers, Local 21,
AFL-CIO**

(Engineers and Allied Administrative
Employees Units)

APPROVED AS TO FORM:



MOLLY L. KABAN
Labor Negotiator

ATTEST:

AMORETTE KO-WONG
District Secretary

APPENDIX F

**SEPTEMBER 24, 2021 TENTATIVE AGREEMENT
BETWEEN GOLDEN GATE BRIDGE HIGHWAY
AND TRANSPORTATION DISTRICT AND UNION
COALITION AND APRIL 4, 2022 GOLDEN GATE
BRIDGE, HIGHWAY AND TRANSPORTATION
DISTRICT / UNION COALITION TENTATIVE
AGREEMENT**

**TENTATIVE AGREEMENT
BETWEEN
Golden Gate Bridge, Highway and Transportation District
AND
Union Coalition
September 24, 2021**

The District and the Union Coalition*agree to the following terms:

1. Term: Agreement expiring 1/31/2022
- 2.* Wages: Upon ratification: 2.5% (paid in the first day of the pay period within which the Board approves the agreement following employee ratification)
- 3.* One-time lump sum non-pensionable payment of \$500
4. Employees of the District who have other employer- sponsored group health insurance can opt out of the District's coverage in exchange for a monthly payment of: \$500
5. Boots:

(a) If the District requires the employees in the unit to wear work boots (i.e. if the employees is allowed to wear sneakers at work, they do not get the boot allowance), they will receive up to \$450 over the course of the contract as a reimbursement when purchasing or repairing boots.

(b) Deckhands represented by the IBU and captains represented by MEBA will have their monthly uniform allowance increased by \$10 (an addition \$120 per year). The extra money can be used to purchase safety shoes if desired.
6. As a convenience to employees, the District agrees to allow employees to punch in and out of Kronos via their own devices within an approximate 30 foot radius of a working Kronos device. Employees are responsible for ensuring that the data transfer is complete. If the system does not confirm the transfer, it is the employees' responsibility to use the nearby Kronos device to complete the data entry.
7. In addition to the transportation benefits currently offered to employees, the District shall adopt a commuter benefit program that allows employees to use their income to pay for transportation and parking costs on a pre-tax basis in accordance with section 132(F) of the Internal Revenue Code.
8. The Parties agree to include the following Janus language in their Memorandum of Understanding (attached).
9. CalPERS Transition Clarification: To clarify implementation of the May 2021 CalPERS agreement, the District agrees that expenses incurred through September

30, 2021 are eligible for reimbursement with employees' pre-existing HRA funds under the same rules used prior to the CalPERS agreement (i.e. IRS Code 213(d) expenses, and deductibles, co-pays, and co-insurance for medical, dental and vision care). Starting October 1, 2021, expenses eligible for reimbursement with HRA funds are limited to deductibles, co-insurance and co-pays (medical and prescription). Vision and dental expenses and other 213(d) expenses are not reimbursable. Employees must submit receipts to the District for reimbursement of expenses incurred prior to October 1, 2021; HRA cards cannot be used for these purposes.

* The 2.5% wage increase and the \$500 lump sum payment are conditioned upon execution of the May 2021 Memorandum of Understanding Regarding Transition to CalPERS Medical Plans for All Union Coalition Employees and Retirees.

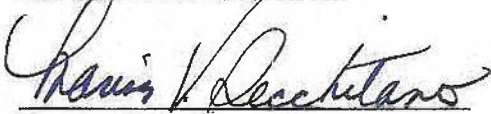
Date: _____

For the District:

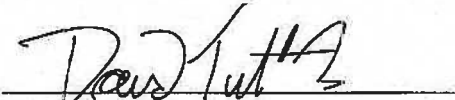


Molly L. Kaban
Labor Negotiator

For the Union Coalition:



Marina V. Secchitano
Patrolman
Inlandboatmen's Union of the Pacific



David Tuttle
Public Sector Business Agent
Operating Engineers, Local Union #3

**Golden Gate Bridge, Highway and Transportation District
GGBD Union Coalition
TENTATIVE AGREEMENT
2022 Successor MOU Negotiations
April 4, 2022**

1. Term: On ratification through June 30, 2024.

2. Wages: General wage increase on current base wage as follows;

On ratification	1%
7/1/22	3.5%
1/1/23	3.5%
7/1/23	3.5%

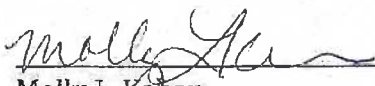
3. Wages effective upon the date listed – not contingent on side tables. This agreement is non-precedential.

4. IBEW will receive the difference between this offer and their settlement amounts.

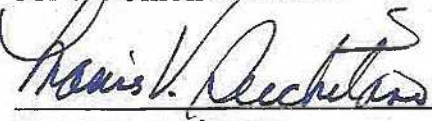
5. Execution and implementation of the 9/24/21 Union Coalition Agreement

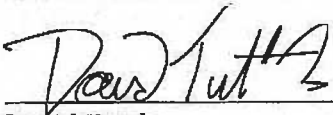
Date: _____

For the District:


Molly L. Kaban
Labor Negotiator

For the Union Coalition:


Marina V. Secchitano
Patrolman
Inlandboatmen's Union of the Pacific


David Tuttle
Public Sector Business Agent
Operating Engineers, Local Union #3

The District reserves the right to add to, amend or otherwise alter this proposal through the course of bargaining.

18459246.1

APPENDIX G

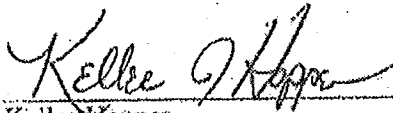
LETTERS OF AGREEMENT AND/OR UNDERSTANDING

- 1. Sittingsafe Ergonomic Training (2012)**
- 2. Desk Audit Side Letter of Understanding (2015)**

SIDE LETTER OF UNDERSTANDING
BETWEEN
GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
AND
LOCAL 21, ALLIED ADMINISTRATIVE EMPLOYEES UNIT

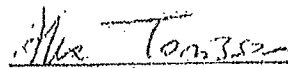
1. Once during the term of this Agreement, the District will provide Sittingsafe or an equivalent vendor, to conduct a training session for bargaining unit employees.
2. Upon request from any bargaining unit member, the District will arrange for Sittingsafe, or an equivalent vendor, to provide an ergonomic assessment of the member's work station.
3. Within ninety (90) days of any assessment, the District will work with Sittingsafe, or an equivalent vendor, to provide any reasonable recommendations for changes or alterations to a member's workspace.

FOR THE DISTRICT



Kellee Hopper
Deputy General Manager, Administration and
Development

FOR THE UNION



Alex Tonisson
Representative/Organizer

**SIDE LETTER OF UNDERSTANDING
BETWEEN
GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
AND
LOCAL 21, ALLIED ADMINISTRATIVE EMPLOYEES UNIT
(Desk Audit)**

1. Once during the term of this Agreement, the Director of Human Resources, or designee (hereinafter referred to as "HR"), will review information and perform a desk audit within six months of ratification, of the following positions:

Art Supervisor

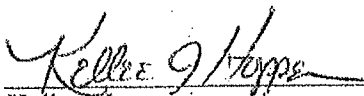
Marketing Coordinator

Marketing Representative

Human Resources Coordinator

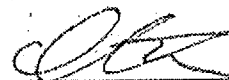
2. The employee's Supervisor and HR will meet with the incumbent in the position to review the job description against current duties. A wage survey will then be performed in accordance with the indicators established in the RFP that resulted in the Segal Compensation Study. The District will provide the Union with the result of that study and agrees to meet with the Union over the results of such study.

FOR THE DISTRICT



Kellee Hopper
Deputy General Manager, Administration and
Development

FOR THE UNION



Paul Kim
Representative/Organizer