MEMORANDUM OF UNDERSTANDING

BETWEEN

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT, BRIDGE DIVISION

AND

PUBLIC EMPLOYEES UNION, LOCAL ONE
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ARTICLE I -- PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING, entered into on this date by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT, BRIDGE DIVISION, its successors, lessees and assignees, hereinafter referred to as the DISTRICT, and PUBLIC EMPLOYEES UNION, LOCAL ONE, hereinafter referred to as the LOCAL ONE or the UNION, in compliance with the amended Meyers-Milias-Brown Act of the State of California.

ARTICLE II -- RECOGNITION

The Union has been acknowledged as the formally recognized employee organization for Painters employed by the Bridge Division.

The parties agree that required meetings have been held between the representatives of the Union and of the District concerning wages, hours, and other terms and conditions of employment, and both the Union and the District have complied with the requirements of the Meyers-Milias-Brown Act providing for such meetings and discussions.

ARTICLE III -- COMPLIANCE WITH LAW

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 Resolution Number 7293. 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. Should any provision or provisions of this Memorandum of Understanding be found 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, such provision or provisions 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 that any provision of this Memorandum of Understanding is held invalid, the parties shall meet promptly concerning such provisions and enter into negotiations concerning the substance thereof.

ARTICLE IV -- UNION SECURITY, EMPLOYMENT AND TERMINATION

A. The District and the Union agree that all qualified applicants will receive consideration for employment and Union membership without regard to race, religion, color, age, sex, or national origin.

B. Union membership or fee payer status shall be required of all employees covered by this Memorandum of Understanding.
C. All employees hired after the effective date of this Memorandum of Understanding will be on probation with the District for a period of six (6) months. This period can be extended by the Deputy General Manager, Bridge Division.

D. The District reserves the right in its sole opinion to reject persons for employment it deems unsatisfactory for service because of lack of expertise, background, or experience.

E. The parties to this Memorandum of Understanding will continue their policies of nondiscrimination because of race, religion, color, age, sex, or national origin.

F. No employee shall be discharged or discriminated against for activity in or representation of the Union.

G. The District shall be the sole judge of the qualifications of all employees, and may, on such grounds, discharge any of them.

H. No employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he or she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure.

I. Personnel hired on a temporary basis shall be afforded the same wages, hours, and working conditions, except the accrual of vacation, sick leave, and seniority, and benefits, as is applicable to personnel hired on a regular basis. The District shall deduct and provide Local One with the dues or fees for said temporary employees.

J. Recruitment: 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. In-house employees will be the first source of recruitment. The District requires several applicants to apply for any one position. The Union agrees to comply with the District's Affirmative Action program. If there is not, in the District's determination, a sufficient number of qualified applicants, including minorities and/or women, then the District before interviewing may recruit from other sources.

K. Screening and Interviewing: Applicants who meet the qualifications of the position description will undergo a selection process. This process may include, but is not limited to, screening of the most qualified for job suitability, skills assessment, such as written, hands-on, video, and/or interview. If a panel interview is conducted by the District, the panel will consist of either one or two members from the hiring department and one or two members from unaffected departments, depending on the availability of panel participants. All reasonable efforts will be made to have two members from an unaffected department. A fourth member of the panel shall be provided by Local One. The Local One panel member is a non-voting panel member. Local One shall designate a liaison person to notify when the interview process is about to take place. A representative of the District shall notify the liaison person and inform same as to the date, time, location and other relevant particulars of the interviews. The notice to the liaison person of such interview shall be communicated to the liaison person at the same time as the notice of interview is delivered to the interviewees, but in no event shall said notice be less than five (5) days. The liaison person shall then be responsible for notifying and making
arrangements for the Local One representative to attend and participate in the interviewing process. If the Local One representative fails to appear at the designated time and place, the interviews shall take place with the remainder of the panel as set forth above.

L. **Employment:** Upon completion of the interview process the General Manager will make the selection. The accepted applicant will be notified and required to take and pass a District physical on his or her own time as a condition of employment.

The District will notify the Union within five (5) days from the employee's first day of hire.

**ARTICLE V -- SENIORITY**

A. In reduction and restoration of forces, when the senior employee is qualified to perform the required task, seniority shall prevail.

B. When two or more employees start work on the same day, seniority shall be based on date of birth.

C. No seniority rights shall apply during the first sixty (60) days of employment with the District.

D. Seniority shall be considered broken by:

1. Discharge for just cause.

2. Resignation, including failure to respond to recall within forty-eight (48) hours from receipt of registered mail.

3. Twenty-four (24) consecutive months of unemployment, unless employee is unable to work due to an on-the-job injury or illness, in which case this period is extended to thirty-six (36) months.

**ARTICLE VI -- LAYOFF NOTICE AND SEVERANCE PAY**

A. Regular employees with seniority subject to lay off due to curtailment of forces shall be given two (2) weeks' advance notice of such lay off or two (2) weeks' pay in lieu of such notice. The provisions of this section shall not apply if notice or lay off is prevented by reason of fire, storm, major breakdown, labor dispute, or other cause beyond the control of the District. 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.

B. Regular employees who quit without notice or who give less than two (2) weeks' notice, shall be paid only for time worked and accrued vacation.
ARTICLE VII -- NO WORK STOPPAGES

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

ARTICLE VIII -- NO LIMITATION OF PRODUCT

Subject to all State and Federal rules and regulations governing or applicable to the safety of employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work. The District will notify the Union thirty (30) days prior to introduction of new types of equipment or work practices to permit the Union opportunity to consider the safety of employees.

ARTICLE IX -- SAFETY AND TRAINING

A. The District shall furnish any safety equipment including eye protection, hard hats, safety belts and protective clothing required by the California Department of Industrial Relations, Occupational Safety and Health Division, for the employee's position. Employees working in rain or water shall be furnished with waterproof clothing and boots. Such equipment shall be furnished by the District free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before re-issue. If employee loses such equipment through negligence, it shall be replaced at cost and such cost charged to the employee.

The District will conduct and log a safety inspection on all personal full protect equipment no less than every year.

The District shall provide those employees required to wear corrective lenses one (1) pair of prescription safety glasses per fiscal year during the term of this Agreement. District will agree to replace frames for safety glasses more than once a year when damaged or loss is not due to negligence of employee. District agrees to provide lens options for safety glasses which are necessary for the job.

B. The Union shall cooperate with the District and with each employee in carrying out all pertinent rules and regulations dealing with health, safety, and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty as a whole.

C. Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Memorandum of Understanding. The District shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is
injured on the job and may require doctor’s care, hospitalization, or both. The District shall post
the name and address of its doctor and of the Workers’ Compensation Insurance Carrier.

D. The District and the Union agree to meet and develop a safety training program
for employees covered by this Agreement during the term of this Memorandum of
Understanding.

E. The District agrees to have performed on all painters all medical tests, which are
required (for painters) by OSHA.

F. The District agrees to provide painters with one clean coverall each workday.

ARTICLE X -- WORK SCHEDULE

A. The regular work day shall consist of eight (8) hours of work.

B. Five (5) consecutive days of eight (8) hours each, Monday through Friday, shall
constitute a week’s work.

C. The hours between 7:00 a.m. and 3:30 p.m. shall constitute the regular working
hours with a lunch period of one-half (½) hour at noon. Starting time may be changed by mutual
written consent between the District and the Union.

Each employee shall receive, during his/her work shift, the equivalent of two (2) fifteen
(15) minute breaks. The times for taking such breaks shall be as agreed upon in such
Department. Such breaks shall start and stop at work stations.

D. One and one-half (1½) the regular straight time hourly rate will be paid for work
performed in excess of eight (8) hours in any one day and for work on Saturdays. Double the
regular straight time hourly rate will be paid for work on Sundays. One and one-half (1½) the
regular straight time hourly rate will be paid for work on holidays designated in Article XI of this
Memorandum of Understanding in addition to regular holiday pay.

E. If an employee is called back to work after the regular work day or on Saturdays,
Sundays, and holidays, he or she shall be paid a minimum of four (4) hours at the overtime rate.
All work beyond the first four (4) hours shall be paid by the hour at the overtime rate.

F. Special Shift. Employee(s) may be assigned to a special shift for a minimum of
five (5) days established by the District to meet special conditions. Employees assigned to a
special shift shall receive eight (8) hours of pay at the straight-time rate for seven and one-half
(7½) hours of work.

ARTICLE XI -- HOLIDAYS

A. The designated paid holidays for employees covered by this Memorandum of
Understanding are:

1. New Year’s Day

-5-
2. Martin Luther King, Jr.'s Birthday
3. Washington’s Birthday
4. Cesar Chavez’s Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Three floating holidays to be taken when mutually agreeable between the employee and department head.

B. Whenever a designated holiday falls on a Sunday, time off with pay is allowed on the following Monday.

C. Whenever a designated holiday falls on a Saturday, time off with pay is allowed on the previous Friday.

D. For employees hired or leaving District employment during the annual term of this agreement, floating holidays will be prorated, e.g. an employee will earn one floating holiday for each period of up to four (4) months of employment.

ARTICLE XII -- VACATION

A. On the day following completion of six (6) months of continuous service, each full-time employee of the District shall be allowed seven and one-half (7½) working days' credit for vacation with pay. For the remaining six (6) months of the first year of employment, vacation shall be earned in the manner set forth in paragraph C of this Article. Upon the completion of one year of continuous service with the District, an employee shall be entitled to fifteen (15) days of paid vacation per year.

B. Upon completion of ten (10) years of continuous service with the District, employees shall earn vacation credit at a rate equivalent to twenty (20) days of vacation with pay per year. Upon completion of twenty (20) years of continuous service with the District, employees shall earn vacation credit at a rate equivalent to twenty-five (25) days of vacation with pay per year. Upon completion of twenty-nine (29) years of continuous service with the District, employees shall earn vacation credit at a rate equivalent to thirty (30) days of vacation with pay per year. Employees shall commence earning vacation credit as set forth above in the first full pay period following the pay period during which the employee completed the tenth
(10th) or twentieth (20th) year of continuous service with the District, respectively. Each employee shall be allowed to accrue vacation credits at the established rate while absent on paid vacation or paid sick leave.

C. Vacation credit shall be accrued on a biweekly basis coinciding with the biweekly pay periods. During any particular biweekly pay period an employee shall earn 1/26 of whatever the appropriate annual entitlement is for the particular employee subject, however, to the first sentence in paragraph A of this Article. For purposes of accruing vacation credit, any absence from work (on an unpaid status) for more than five (5) days in a biweekly pay period shall nullify accruing said vacation credit for that particular biweekly period.

D. Vacation credits may accumulate from year to year up to a maximum of forty (40) working days. Accumulation of additional vacation days over the maximum of forty (40) days may, in unusual cases, be granted by the General Manager up to a maximum of forty-five (45) days. Any accumulation beyond forty-five (45) days requires the approval of the Board of Directors.

E. Employee vacation schedules shall be approved by the Department Head. Vacations must be scheduled to meet work requirements. Whenever possible, both seniority and preference will be considered when vacation schedules are arranged.

F. Upon termination of employment, unused vacation credits shall be paid at the rate of compensation currently in effect.

G. **Vacations:** Vacation credit shall be earned as follows:

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<td>After four years</td>
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<td>After ten years</td>
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<td>After twenty years</td>
<td>25</td>
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<tr>
<td>After twenty-nine years</td>
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**ARTICLE XIII -- VACATION PAY**

A. The District agrees to pay to the employee, prior to the employee going on vacation, that payroll check which would normally be paid during the employee’s vacation, upon the following conditions:

1. The employee provides the District with a minimum one (1) month notice of his/her vacation schedule;

2. This provision will apply only in those situations wherein the employee making the request for a vacation check is at that time taking a single vacation of at least five (5) working days; and

3. An employee shall be entitled to utilize this section on not more than two (2) occasions during a fiscal year.
ARTICLE XIV -- SICK LEAVE

A. Each employee is entitled to twelve (12) days of sick leave with pay per year. Sick leave shall be accrued on a biweekly basis coinciding with the biweekly pay period. Sick leave may be used as accrued. For purposes of accruing sick leave, any absence from work on a non-pay status for more than five (5) working days in a biweekly pay period shall nullify accruing sick leave for that particular biweekly period.

Each employee shall be allowed sick leave credits at the rate herein established while on sick leave and/or vacation with pay.

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

1. Sick leave earned but not used will be reimbursed at 50% of the basic rate in effect on the last day of the year in which said sick leave accrued, except that during the year in which retirement or death occurs the rate used shall be the rate in effect at termination of employment.

2. Sick leave credits earned are cumulative and with no time limitation. It 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.

3. RULES

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

b. Evidence of Sickness. The Deputy General Manager, Bridge Division may require a physician’s certificate or other evidence to substantiate an employee’s request for sick leave if there is evidence of abuse of sick leave.

c. Family Care. Not more than six (6) days of sick leave within any calendar year may be granted to an employee for the care of members of his or her immediate family. Not more than five (5) days of sick leave may be granted to an employee for each absence due to death in his or her immediate family or of a daughter-in-law or son-in-law. Immediate family shall include only mother, father, stepmother, stepfather, spouse, son, daughter brother, sister, mother-in-law, father-in-law, adopted children, stepchildren, employee’s domestic partner, and grandparents and grandchildren of the District employee.

d. Medical or Dental Appointment. Not more than three (3) hours of sick leave credit may be used for routine medical or dental appointments unless the employee can justify the need for a longer time. Employees are urged to schedule appointments whenever possible to minimize time away from the job to conserve sick leave credits.
e. Accumulation. If an employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken will be accumulated from year to year.

f. Call In. Employees must call the Toll Sergeant when possible prior to the start of their shift to report that they will be absent from work in order to be eligible for sick leave.

ARTICLE XV -- HEALTH AND LIFE INSURANCE

Group Insurance Plan

At appropriate normal open enrollment periods or other enrollment periods as arranged by the District, the District’s group insurance plans shall be made available to employees covered by this agreement.

1. Initial Coverage. With the exception of dental insurance, initial coverage begins the first of the month following the date of employment. This applies to probationary employees. Dental insurance coverage begins the first of the month following one (1) full month of employment.

2. Definition of Dependents. Dependents include: (a) Employee’s wife or husband; (b) Employee’s unmarried children over fourteen days and under twenty-six (26) years of age residing in the United States of America, Puerto Rico, and Canada; (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; and, (d) Employee’s domestic partner.

3. 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 or her medical treatment.

4. Life Insurance Conversion. Employee may replace his or her 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.

5. 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 and vacation pay so that an employee will receive total compensation and not in excess of his or her regular salary.

6. Maintenance of Benefits. The Golden Gate Bridge, Highway and Transportation District shall maintain the existing Health and Welfare Plan for the life of this Agreement except as modified by Appendices A, B, C and F.
7. **Medical Benefits for Retirees/Dependents.** Eligibility for medical benefits for retirees/dependents is set forth in Appendices A and D.

8. Effective July 1, 2017, employees will contribute to the cost of group insurance plans according to the premium share contribution chart incorporated into and made a part of this Agreement and attached hereto as Appendix F. Appendix F modifies the premium share contributions previously agreed to by the parties, reflected in Appendices A, B and C.

**ARTICLE XVI --PENSION**

A. The District and regular employees shall continue to contribute to the Public Employees’ Retirement System in accordance with the applicable rules and regulations. During the term of this agreement the District shall not pass on to employees governed by the terms of said agreement any increased costs assessed on the District by the Public Employees’ Retirement System.

B. Pursuant to the terms of the Union Coalition Settlement of May 7, 2012, attached hereto as Appendix A and incorporated by reference, employees hired after the effective date of the new CalPERS Retirement Plan (2% @ Age 60) shall be covered by the terms of that retirement plan. Employees hired before that shall remain in the current CalPERS Retirement Plan (2.5% @ Age 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 XVII --WORKERS' COMPENSATION**

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 the employee to receive all medical, surgical, and hospital treatment essential to the care or relief of the effects of your injury. In those cases where an employee receives benefits under this plan and is granted sick leave during a disability resulting from an on-the-job injury, the District shall receive credit against any Workers’ Compensation Insurance granted to him/her, until such leave is exhausted.

Employees injured on the job and required by the District’s physician, or the employee’s pre-designated 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.

**On-the-Job Injuries.** Employees covered by this Agreement, who are injured while on the job and in the actual process of attempting to apprehend a trespasser or prevent a suicide or are injured by a bomb blast while on the job and attempting to locate said bomb(s), shall receive full compensation coordinated with Workers’ Compensation for a period of up to six (6) months after completing an initial waiting period of twenty (20) working days. For purposes of this paragraph, "on the job injuries" shall include roadway or sidewalk injuries, which are defined as an injury to an employee which occurs to the employee when he/she is working in the roadway.
or sidewalk or toll lanes and the injury is caused by a vehicle, or bicycle, driven by someone other than a District employee.

**ARTICLE XVIII – LEAVES OF MEDICAL ABSENCE**

**A. Medical.**

In those cases where an employee has exhausted available compensation including hourly accrued sick leave, vacation in excess of twenty (20) days, etc., the General Manager, at his/her discretion, may grant a medical leave of absence for a period not to exceed six (6) months and in accordance with insurance requirements under which District employees receive coverage for basic medical, major medical, accidental death and dismemberment, life insurance and dental insurance. During the time that medical leave of absence is in effect, the District continues to pay premiums on insurance benefits just as if the employee remained on the payroll. During this time an employee shall not earn holiday pay, vacation, or sick leave.

**B. Personal 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 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. When necessary for personal reasons, after all usable vacation credits have been used, the General Manager may grant a voluntary leave of absence for a period not to exceed six (6) calendar months. In such cases, an employee, if he or she wishes his or her benefits to continue, would have to pay the monthly insurance premium. Seniority, if applicable, does not accrue.

**C. 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.

**D. Coordination of Benefits.**

An employee who is collecting benefits under the California State Disability (SDI) Program and/or Workers’ Compensation Program for his/her own serious medical condition or injury must coordinate his/her benefits with accrued sick leave and vacation pay. In no event shall total benefits exceed the amount of the employee's regular pay.
An employee who is collecting benefits under the California Paid Family Leave (PFL) insurance program while caring for a seriously ill child, spouse, domestic partner, or parent, or to bond with a new child, may coordinate his or her accrued sick leave and vacation pay, but is not required to do so. In no event shall total benefits exceed the amount of the employee's regular pay.

**ARTICLE XIX -- ABUSE OF LEAVE (WORKERS' COMPENSATION, SICK LEAVE, MEDICAL LEAVE OF ABSENCE)**

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

1. Abuses the use of leave for a claimed injury on the job; or

2. Submits a fraudulent or otherwise improper claim for Workers' Compensation benefits, sick leave benefits, or medical leave or absence benefits; or

3. Fails to immediately 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 five (5) days or more due to a work-related injury or illness or while receiving sick leave benefits or while on medical leave of absence. This notice should be submitted in writing to the employee's Department Head/Division Manager.

**ARTICLE XX -- MILITARY LEAVE**

Employees will be granted leaves of absence for service with U.S. Military Forces in accordance with those State and Federal laws that are applicable to the District. Employees must provide documentation on military stationery with unit heading showing dates and times of such military training participation to support an authorized absence from work and to receive consideration for pay if the absence qualifies as a paid military leave.

**ARTICLE XXI -- OUTSIDE EMPLOYMENT**

Employees have a responsibility to perform the duties of their position properly. Part of their responsibility is to refrain from paid occupations in off-duty hours which affect ability for correct performance on the job.

**ARTICLE XXII -- JURY DUTY**

A. 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:

1. Jury summons or examination: Employee is paid for time off. If the employee is excused from duty after less than eight (8) hours of jury service, he/she is required to report promptly to work. Alternately, the employee may elect to call off for the rest of that
day. Employees exercising this option must use their vacation time to cover any time remaining in their shift. In either case employees will be required to have the time of dismissal verified. Any jury duty fees received by the employee must be relinquished to the District.

B. If an employee serves as a witness in connection with his/her regular District post, he or she is allowed to leave with pay. Any witness fees received by an employee must be relinquished to the District.

C. An employee is allowed time off for serving as a witness in connection with his/her 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/she receives.

**ARTICLE XXIII -- DUES**

A. Local One shall have the sole and exclusive right to have membership dues, initiation, and/or assessment fees voted by its membership deducted for employees in the bargaining unit by the District. The District shall upon appropriate written authorization from any employee in the bargaining unit, deduct and make appropriate remittances for insurance premiums, credit union payments, savings bonds, or other plans or programs jointly approved by Local One and the District. The District shall initiate payment to the designated payee within ten (10) days of the deduction of all sums so deducted.

B. **Maintenance of Membership:** Employees who are members of Local One and have authorized, or who may authorize in the future, deductions of their Local One dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.

C. **Agency Shop:** Employees who are not members of Local One shall have a service fee, equivalent to dues, deducted from their salary commencing with the paycheck for the first full calendar month following the approval of this Agreement by the District. Such deduction shall continue as a condition of employment for the duration of this Agreement.

D. **Remittance of Dues:** The amounts deducted pursuant to Paragraphs A, B and C, above, shall be remitted promptly to Local One with an alphabetical list of the employees from whom they were deducted.

E. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, or financially support Local One as a condition of employment; except that such employee shall pay in lieu of a service fee sums equal to such service fee to one of the following, non-religious, non-labor organizations and charitable funds exempt from taxation under section 501(c)(3) of Table 26 of the Internal Revenue Code:

1. American Red Cross
2. American Heart Association
3. United Way
F. **Indemnification:** It is specifically agreed that the District assumes no obligations or liability, financial or otherwise, pursuant to payroll deductions other than those specified in this article. Local One agrees that it will reimburse the District for any cost and indemnify the District harmless from any claims, actions, or proceedings by any person or entity arising from deductions made by the District pursuant to this article.

**ARTICLE XXIV -- DISCIPLINE**

A. The District agrees that in the event of breach of rules or regulations on the part of employees, the District will notify the employee in writing as speedily as proper investigation will permit, and in any event within fifteen (15) working days from the date of knowledge of the occurrence by a Supervisory Officer of the intent to render discipline. A copy of the notice will be sent to the local union involved.

B. The District agrees to notify the employee and the Union, in writing, of the placing of anything for or against his or her in his or her record. An employee will not be disciplined or dismissed from service nor will entries be made against his/her record without sufficient cause; the employee shall be furnished with a full, complete and clear written statement of the charges made against him/her. The employee will be afforded a fair and impartial hearing; and provided with findings ten (10) days after said hearing. No discipline by suspension shall be administered any employee which shall permanently impair seniority rights.

C. The causes for which an employee may be discharged or withheld from service shall include the following:

1. Theft of District property
2. Insubordination
3. Incompetency or unsatisfactory record
4. Intoxication or use of alcoholic beverages or illegal drugs while on District property during a work shift
5. Sexual harassment
6. Engaging in violence or threats of violence to other District personnel or members of the public.

D. Before discharge or removal from service of an employee for a cause not specified above or for a cause specified in subsections (2) and (3) above, the employee shall be afforded a hearing before his/her Supervisory Officer. The employee may be represented by the Union at such hearing. If the decision of the Supervisory Officer is adverse to the employee, the discharge or removal from service shall not be effective until the decision is affirmed at the hearing on appeal.

E. In cases of discharge because of unsatisfactory record, notations on an employee's record more than two (2) years old, as of the date of the infraction under investigation, will not
be taken into consideration. This means that said infraction will not be taken into consideration at any stage in the grievance machinery and shall not be held against the employee. The only time said infractions can be used in the grievance machinery is when the Union or employee attempts to set forth the favorable good past record of the employee which is not in accordance with the true statement of facts.

F. Employees not at fault and required to appear at hearings at any level will not suffer any loss of pay. Any adverse entry in any employee’s personal record will be regarded as discipline; however, oral or written counselings and/or warnings are not arbitrable and are not subject to the arbitration provisions set forth in Article XXVI - Arbitration.

G. 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/her duly authorized Union representative on his/her behalf, shall before rendition of the discipline, be entitled to a fair and impartial hearing before a Supervisory Official appointed to conduct the hearing. The request for a hearing must be made to the District in writing, within seven (7) working days of receipt of the infraction notice by the employee and Union. Failure of the employee to request a hearing within seven (7) 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) days after receipt of request made therefore, unless the parties mutually agree that the time herein stated shall be continued.

H. In cases of immediate discharge or removal from service, an employee shall be given a hearing before the Supervisory Officer 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. The employee, the Union and the District may agree to reasonable extensions of the time limitations set forth herein.

I. The employee shall have the right to have his/her case presented, in writing, for a decision or by appearance through his/her representative. The Business Agent of the Union or his/her duly authorized representative will be privileged to attend all such hearings. Witness statements can be admitted as evidence. The employee and his/her representative will be allowed to read all witness statements. Where a person has made a complaint against an employee that may involve dismissal of said employee, the complainant will be produced at the initial hearing before a Supervisory Officer, when requested by the Union.

J. A written decision will be rendered within ten (10) days from the date the hearing is concluded and a copy furnished to the local union.

**ARTICLE XXV – HEARINGS ON APPEAL**

A. Employees dissatisfied with the decision of the District’s Supervisory Officer, rendered as a result of hearing on other than dismissal cases held in accordance with Article XXIV and employees of more than 180 days of service dissatisfied with the decision rendered as a result of a hearing on their dismissal from service, held in accordance with Article XXIV, shall have the right to appeal through their representative to the Deputy General
Manager, Bridge Division. Appeals provided for in this section shall be filed within five (5) working days after the employee is notified of the decision of the hearing. Employees shall have the right to elect to present their case on appeal in writing for a decision or by appearing through their representative. Witness statements may be submitted for consideration. Live witness testimony will be allowed upon mutual consent.

Hearings on appeal shall be held within fifteen (15) days after receipt of demand unless such hearings on appeal are continued through mutual consent. A transcript of the proceedings will be made at the request of either party.

B. A decision on a hearing of discharge and other discipline cases shall be rendered in writing within ten (10) days after conclusion of the hearing. All interested parties will be advised of the decision.

C. If, as a result of the hearing in the District’s Supervisory Officer’s office or upon appeal, the discipline, suspension, or dismissal is found to have been made without sufficient cause, the record of the employee will be cleared; 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 District on the hearing on appeal, the matter may be taken to arbitration.

ARTICLE XXVI -- ARBITRATION

A. The District agrees to meet with the Union on all questions relating to the interpretation or application of the provisions of this Memorandum pertaining to disputes over the discipline, suspension, discharge, seniority or payment of any employee in accordance with this Memorandum of Understanding; and should any differences arise between them which cannot be mutually adjusted, the same shall be submitted at the written request of either party to an Arbitrator to be selected forthwith in the following manner:

B. The party desiring the arbitration shall give notice of a desire to invoke the arbitration process within fifteen (15) days after the completion of the grievance procedure or hearing set forth. In the event that more than one grievance or dispute subject to arbitration is then pending, the same arbitrator may hear and determine both disputes in the same proceeding.

If the parties are unable to agree upon an arbitrator, they shall request a list from the State Conciliation Service of arbitrators experienced in arbitrations and the San Francisco Bay Area, and shall select, by striking names, from such list the arbitrator. The decision of arbitrator on any grievance or matter shall be final and binding.

C. The expenses of such arbitration shall be split between the parties.

D. The arbitrator shall be requested to expedite his/her decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing. No arbitrator shall have the power to change, modify, or amend any provision of the Memorandum of Agreement.
E. A stenographic report and transcript of the proceeding shall be made. This section may be waived by mutual agreement of the parties.

F. The District agrees to meet and confer with the Union on the question of what disputes may be subject to arbitration should existing applicable laws be amended during the term of this Memorandum of Understanding by the highest court in the State of California.

ARTICLE XXVII -- GRIEVANCES

A. A grievance shall be defined as a dispute or difference of opinion, excluding disciplinary matters, raised by the District or by an employee or by a group of employees (with regard to a single common issue) covered by this MOU involving as to him/her the meaning, interpretation, or application of the express provisions of this agreement.

B. A grievance must be presented in writing to the other party within fifteen (15) working days from the date of knowledge of the facts upon which the grievance is based on the party submitting the grievance.

C. If a grievance is alleged by the District, it shall be presented in writing to the Union and if appropriate, to the affected employee.

D. If a grievance is alleged by a party other than the District, it shall first be presented in writing by such party to the appropriate Department Head. If satisfactory adjustment cannot be made, it shall be presented to the Deputy General Manager, Bridge Division.

E. After submission of a grievance as set forth above, the parties shall meet promptly, and in any event within ten (10) days, excluding Saturdays, Sundays, and holidays, from the receipt thereof, unless the time is extended by mutual written agreement of the parties, and endeavor to adjust the grievance.

F. At the completion of the grievance hearing, a written decision of such hearing shall be rendered as soon as possible, but in no event later than ten (10) days, exclusive of Saturdays, Sundays, and holidays and copies furnished to the Union and the employee. If such written decision has been transmitted to neither the affected employee, if appropriate, nor the Union within ten (10) days, the District shall forfeit the case.

G. Employees not at fault required to attend investigations, grievance meetings or hearings, will be reimbursed for lost time. Any employee or employees ultimately found to be entitled to reinstatement upon the resolution of a grievance shall be reimbursed for regular wages lost.

ARTICLE XXVIII -- UNION ACTIVITY

Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights to engage in Union activity.
ARTICLE XXIX -- NOTICE OF RECOGNIZED UNION

The Union may post within the employee work or rest area a written notice which sets forth the classifications included within the representation unit and the name and address of the Union, the recognized employee organization for such unit.

ARTICLE XXX -- BULLETIN BOARDS

Reasonable space shall be allowed on bulletin boards as specified by the District for use by the Union to communicate with its members. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the District or its relations with District employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

ARTICLE XXXI -- MEETINGS AND USE OF FACILITIES

District facilities may be made available for meetings upon timely application by employees and Union. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the designated District Representative under whose control the facility is placed.

ARTICLE XXXII -- BUSINESS REPRESENTATIVE ACCESS

Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by their organization in District work areas during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the District or its designated representative.

ARTICLE XXXIII -- STEWARDS

The Stewards will be a working Journeyman employed by the District and elected by the membership of the Golden Gate Bridge Unit. The Union shall notify the District in writing of the election of two (2) Stewards. The Steward’s duties, in addition to his/her work as a journeyman, shall consist aiding in the enforcement of the provisions of this Memorandum of Understanding. Such duties, to be performed during work hours, shall be performed as expeditiously as possible. In no event shall the District be required to pay both Shop Stewards at the same time for the same duties. If both Shop Stewards elect to attend to the same duties, such as attending negotiations, they will notify the District which one is to be paid. The Stewards shall promptly take care of the personal needs (non-medical) of a workman injured on the job without loss of time and/or pay when requested during their regular schedule shift on the day the injury occurs. In no event shall the District discriminate against a Steward, or lay him/her off on account of any action taken by him/her in the proper performance of his/her union duties.

The Stewards will report to their Business Representative all violations of this Memorandum of Understanding.
The Stewards, in performing their duties, will restrict all of their activities to the Golden Gate Unit jurisdiction.

ARTICLE XXXIV -- WAGES AND CLASSIFICATIONS

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>07/01/17</th>
<th>07/01/18</th>
<th>07/01/19</th>
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<tr>
<td>Chief Bridge Painter*</td>
<td>$57.62</td>
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<tr>
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<td>Lead House Painter</td>
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<tr>
<td>Housepainter</td>
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</table>

*This hourly rate of pay reflects a 12.5% hourly premium over the journeyman basic hourly rate of pay.

A. ACTING PAY:

Any employee who is appointed to perform the duties of the Superintendent, in the absence of the Superintendent, for twenty (20) or more consecutive working days will be compensated at Step I of the Superintendent's pay during the time in which he/she is performing that appointment from the twentieth day. The selection and appointment of the Acting Superintendent is within the sole discretion of the Deputy General Manager, Bridge Division.

The position of Acting Foreman shall be rotated on a monthly basis within the Journey classification. In order to be eligible to serve as Acting Foreman, the employee must: (a) have at least 24 hours of accrued sick leave on the books and must maintain at least 24 hours of sick leave on the books for the entire month he or she serves as acting foreman, (b) must not have been issued discipline/counseling for abuse of sick or other leave within the prior twelve months (measured from the date of the infraction), (c) must not have been disciplined for any reason at a level more serious than a written warning in the prior six (6) months (measured from the date of the infraction), and (d) must meet minimum qualifications for the position of Chief Bridge Painter. Any employee who meets the eligibility requirements and is interested in serving as Acting Foreman must notify the Paint Superintendent in writing. At the end of each month, the Paint Superintendent will review the list of those employees interested in serving as Acting Foreman and will make the selection based on employees' seniority, skills and experience. The Paint Superintendent will review the performance of the Acting Foreman on a weekly basis, or as needed, and can change the assignment as performance or departmental needs dictate. No employee shall be compelled to accept the position of Acting Foreman.
B. PREMIUM PAY:

If an employee is assigned to perform and actually performs, during an employee's work shift, duties involving bomb threats and searches, the employee shall be paid at the double time rate for the time spent performing those assigned duties.

C. PAYDAY:

The District agrees to pay employees governed by the terms of this Agreement on a biweekly basis (26) pay periods in a fiscal year.

D. APPRENTICE PROGRAM

1. The District acknowledges that Local One desires to identify and/or develop a painters' apprenticeship program. The District agrees to actively support Local One in that endeavor. Both parties agree that they will meet at periodically to discuss the implementation of the apprentice program during the 2013 calendar year.

2. The following provisions are subject to the approval by the Board of Directors of the District and the Executive Board of PEU Local 1:

   a. The District will contribute up to $7,000 for start-up costs incurred in the first year of the program. The District also agrees to provide financial support for the program in future years. The Parties agree to meet to discuss how much that financial support will be once the program is running.

   b. The District will participate in a joint labor/management committee which will determine program policy, such as curriculum and trainer qualifications.

   c. The District agrees to implement a graduated pay scale for apprentices.

   d. The District agrees that apprentices who successfully complete the program will be offered the next available journey position with the District.

   e. The Union will set up and run the program. The Union will assume all administrative duties and responsibilities, including all interactions with DAS and NCCER.

If any of these provisions are not approved by both governing bodies, this section shall be null and void. In that case, the parties agree to meet to discuss alternatives.

ARTICLE XXXV -- SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors 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 the 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 XXXVI -- TERM OF AGREEMENT

This Memorandum of Understanding shall become effective as of the 1st day of July 2017, and shall remain in full force and effect until the 30th day of June, 2020, and shall be considered to be renewed from year to year thereafter between the respective parties, unless either party to the Memorandum shall give written notice to the other of its desire to modify or terminate the same, such notice to be given at least sixty (60) days prior to the expiration date. If such notice or notices are not so given, the Memorandum of Understanding shall be deemed to be renewed for the succeeding years.

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 __________________, 2017.

FOR THE DISTRICT

Sabrina Hernandez
President, Board of Directors

Denis J. Mulligan
General Manager

FOR THE UNION

Lisa Davis
Senior Business Agent

APPROVED AS TO FORM:

Molly L. 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:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
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</thead>
<tbody>
<tr>
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<td>$95</td>
<td>$140</td>
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<td>Blue Shield HMO</td>
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<td>$75</td>
<td>$110</td>
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<tr>
<td>Kaiser HMO</td>
<td>$30</td>
<td>$65</td>
<td>$100</td>
</tr>
<tr>
<td>Kaiser HMO (Mech)</td>
<td>$30</td>
<td>$65</td>
<td>$100</td>
</tr>
</tbody>
</table>

   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:

[Signature]

JERROLD C. SCHAEFER

MOLLY L. KABAN

For the Union Coalition:

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

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 Unit)

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)
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)
Cement Masons Union Local 680
(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 1444
(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:

JERROLD C. SCHAEFER
Labor Negotiator

ATTEST:

JANET S. TARANTINO
District Secretary
### Catastrophic Utilization - Individual Medicare Plans versus Blue Shield PPO

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Anthem Plan P</th>
<th>Aetna PDP</th>
<th>Blue Shield PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium - Retiree</td>
<td>Yearly Retiree Premium</td>
<td>$2,825</td>
<td>$2,825</td>
<td>$2,825</td>
</tr>
<tr>
<td>Medical OOP</td>
<td>Medical based on utilization and plan design</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Part D OOP</td>
<td>Includes any Donut hole, co-pay for Extended plan for Rx fills and co-pay</td>
<td>$3,093</td>
<td>$3,054</td>
<td>$3,054</td>
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<tr>
<td>Total Cost</td>
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<td>$5,918</td>
<td>$6,054</td>
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<tr>
<td>Difference</td>
<td></td>
<td>$-466</td>
<td>$-554</td>
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### Chronic Utilization - Individual Medicare Plans versus Blue Shield PPO

<table>
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<tr>
<th>Item</th>
<th>Details</th>
<th>Anthem Plan P</th>
<th>Aetna PDP</th>
<th>Blue Shield PPO</th>
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<tr>
<td>Premium - Retiree</td>
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<td>$2,825</td>
<td>$2,825</td>
<td>$2,825</td>
</tr>
<tr>
<td>Medical OOP</td>
<td>Medical based on utilization and plan design</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Part D OOP</td>
<td>Includes any Donut hole, co-pay for Extended plan for Rx fills and co-pay</td>
<td>$1,864</td>
<td>$481</td>
<td>$481</td>
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<tr>
<td>Total Cost</td>
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<td>$4,685</td>
<td>$5,306</td>
<td>$5,306</td>
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<tr>
<td>Difference</td>
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<td>$-621</td>
<td>$-666</td>
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### Epidemic Utilization - Individual Medicare Plans versus Blue Shield PPO

<table>
<thead>
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<th>Item</th>
<th>Details</th>
<th>Anthem Plan P</th>
<th>Aetna PDP</th>
<th>Blue Shield PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium - Retiree</td>
<td>Yearly Retiree Premium</td>
<td>$2,825</td>
<td>$2,825</td>
<td>$2,825</td>
</tr>
<tr>
<td>Medical OOP</td>
<td>Medical based on utilization and plan design</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Part D OOP</td>
<td>Includes any Donut hole, co-pay for Extended plan for Rx fills and co-pay</td>
<td>$564</td>
<td>$564</td>
<td>$564</td>
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<tr>
<td>Total Cost</td>
<td></td>
<td>$5,324</td>
<td>$5,388</td>
<td>$5,388</td>
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<tr>
<td>Difference</td>
<td></td>
<td>$-64</td>
<td>$-60</td>
<td>$-60</td>
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</table>

### Healthy Utilization - Individual Medicare Plans versus Blue Shield PPO

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Anthem Plan P</th>
<th>Aetna PDP</th>
<th>Blue Shield PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium - Retiree</td>
<td>Yearly Retiree Premium</td>
<td>$2,825</td>
<td>$2,825</td>
<td>$2,825</td>
</tr>
<tr>
<td>Medical OOP</td>
<td>Medical based on utilization and plan design</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Part D OOP</td>
<td>Includes any Donut hole, co-pay for Extended plan for Rx fills and co-pay</td>
<td>$181</td>
<td>$127</td>
<td>$127</td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td>$3,006</td>
<td>$1,127</td>
<td>$1,127</td>
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<tr>
<td>Difference</td>
<td></td>
<td>$-3,879</td>
<td>$-7,177</td>
<td>$-7,177</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generally Healthy Retiree</td>
<td>No significant on-going health issues; general routine care and minor acute illness (e.g. sinusitis, thyroid maintenance, dermatology procedures).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Episodic Retiree</td>
<td>Some acute illness and general routine health needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chronic Retiree</td>
<td>On-going medical issues (e.g. Diabetes, Asthma, high blood pressure) in addition to some acute illness and general routine healthcare needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Catastrophic Retiree</td>
<td>Significant and complex healthcare issues; multiple co-morbid conditions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limited primary care and specialty doctor visits; no emergency room visit and limited outpatient hospital services. No hospital admissions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Same as healthy retiree plus some additional physician visits, ER visit, outpatient surgeries, and additional DME and prescription drug needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Requires multiple primary care and specialty doctor visits, emergency room care, additional outpatient surgeries, hospital services and hospital care, DME and prescription drug needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT'S AND PUBLIC EMPLOYEES UNION LOCAL ONE'S JUNE 26, 2014 TENTATIVE AGREEMENT
Golden Gate Bridge, Highway & Transportation District’s and Public Employees Union Local One’s (Painters Unit) 6/26/14 Tentative Agreement

The District’s proposals to the Painters are as follows:

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

2. **Wages:**
   
   A. 2%-2%-2%
   
   B. If the District settles with the Union Coalition and agrees to give the Coalition a wage increase of more than 2.5% per year, the District will increase the painters’ wages so that their wage increase is not more than .5% less than the Coalition’s wage increase in each year of the MOU.

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

**YEAR ONE:**

Current employees who opt to stay in the District’s existing plans will pay a share of their healthcare premiums as follows:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO</td>
<td>$100</td>
<td>$150</td>
<td>$195</td>
</tr>
<tr>
<td>Blue Shield HMO</td>
<td>$80</td>
<td>$120</td>
<td>$155</td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td>$65</td>
<td>$100</td>
<td>$135</td>
</tr>
<tr>
<td>Kaiser HMO (Mech)</td>
<td>$65</td>
<td>$100</td>
<td>$135</td>
</tr>
</tbody>
</table>

Current employees who opt to enroll in a new bronze plan and new hires will pay a share of their healthcare premiums as follows:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO Bronze</td>
<td>$45</td>
<td>$70</td>
<td>$100</td>
</tr>
<tr>
<td>Blue Shield HMO Bronze</td>
<td>$35</td>
<td>$45</td>
<td>$85</td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### YEAR TWO:

Current employees who opt to stay in the District’s existing plans will pay a share of their healthcare premiums as follows:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO</td>
<td>$130</td>
<td>$180</td>
<td>$225</td>
</tr>
<tr>
<td>Blue Shield HMO</td>
<td>$100</td>
<td>$140</td>
<td>$175</td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td>$75</td>
<td>$110</td>
<td>$145</td>
</tr>
<tr>
<td>Kaiser HMO (Mech)</td>
<td>$75</td>
<td>$110</td>
<td>$145</td>
</tr>
</tbody>
</table>

Current employees who opt to enroll in a new bronze plan and new hires will pay a share of their healthcare premiums as follows:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO Bronze</td>
<td>$75</td>
<td>$100</td>
<td>$130</td>
</tr>
<tr>
<td>Blue Shield HMO Bronze</td>
<td>$55</td>
<td>$65</td>
<td>$105</td>
</tr>
<tr>
<td>Kaiser HMO Bronze</td>
<td>$15</td>
<td>$30</td>
<td>$45</td>
</tr>
<tr>
<td>Kaiser HMO (Mech) Bronze</td>
<td>$15</td>
<td>$30</td>
<td>$45</td>
</tr>
</tbody>
</table>

### YEAR THREE:

Current employees who opt to stay in the District’s existing plans will pay a share of their healthcare premiums as follows:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO</td>
<td>$160</td>
<td>$210</td>
<td>$255</td>
</tr>
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</table>
6/26/14 Tentative Agreement with Painters

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO Bronze</td>
<td>$105</td>
<td>$130</td>
<td>$160</td>
</tr>
<tr>
<td>Blue Shield HMO Bronze</td>
<td>$75</td>
<td>$85</td>
<td>$125</td>
</tr>
<tr>
<td>Kaiser HMO Bronze</td>
<td>$25</td>
<td>$40</td>
<td>$55</td>
</tr>
<tr>
<td>Kaiser HMO (Mech) Bronze</td>
<td>$25</td>
<td>$40</td>
<td>$55</td>
</tr>
</tbody>
</table>

Current employees who opt to enroll in a new bronze plan and new hires will pay a share of their healthcare premiums as follows:

4. **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.

5. **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 current employees.
- Enrollment in an HMO Bronze Plan will be mandatory for new hires for a minimum of two complete enrollment periods.
- 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:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Blue Shield &quot;Bronze&quot; HMO</th>
<th>Blue Shield &quot;Bronze&quot; PPO</th>
<th>Kaiser &quot;Bronze&quot; HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$5,000</td>
<td>$5,500</td>
<td>$6,250</td>
</tr>
<tr>
<td>Employee plus One</td>
<td>$10,000</td>
<td>$11,000</td>
<td>$12,500</td>
</tr>
<tr>
<td>Family</td>
<td>$15,000</td>
<td>$11,000</td>
<td>$12,500</td>
</tr>
</tbody>
</table>

-3-
Subsequent years of enrollment

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Blue Shield &quot;Bronze&quot; HMO</th>
<th>Blue Shield &quot;Bronze&quot; PPO</th>
<th>Kaiser Bronze HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$2,000</td>
<td>$4,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>Employee plus One</td>
<td>$4,000</td>
<td>$8,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Family</td>
<td>$6,000</td>
<td>$8,000</td>
<td>$9,000</td>
</tr>
</tbody>
</table>

- 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 who are enrolled in a Bronze Plan at the time of retirement.

- 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.

6. **Medical**: Any medical benefit enhancements given to the Union Coalition that are not already reflected in this tentative agreement will also be given to the painters. This includes any decrease in the employee's premium share.

7. **Compensatory Time Off**: To be eliminated. Overtime will be paid instead each pay period at the applicable MOU rate.

8. **Acting foreman**: The District agrees to rotate the acting foreman position on a monthly basis. The Union agrees that a) the acting foreman must maintain 24 hours of sick leave for the whole month that she/he is in the position and b) employees who have been disciplined for any reason at a level more serious than a written warning in the past 6 months (measured by the date of the infraction) and employees who have been disciplined for absenteeism/sick leave abuse at any level in the past 12 months (measured by the date of the infraction) are ineligible to serve as acting foreman. This provision will become effective September 1, 2014.
9. **Time for request for disciplinary hearing:** tentative agreement to extend from 5 working days to 7 working days.

10. **Apprenticeship program:**

The following provisions are subject to the approval by the Board of Directors of the District and the Executive Board of PEU Local 1:

a. The District will contribute up to $7,000 for start-up costs incurred in the first year of the program. The District also agrees to provide financial support for the program in future years. The Parti's agree to meet to discuss how much that financial support will be once the program is running.

b. The District will participate in a joint labor/management committee which will determine program policy, such as curriculum and trainer qualifications.

c. The District agrees to implement a graduated pay scale for apprentices.

d. The District agrees that apprentices who successfully complete the program will be offered the next available journey position with the District.

e. The Union will set up and run the program. The Union will assume all administrative duties and responsibilities, including all interactions with DAS and NCCER.

If any of these provisions are not approved by both governing bodies, this section shall be null and void. In that case, the parties agree to meet to discuss alternatives.

**FOR THE DISTRICT**

Molly A. Kaban
Labor Negotiator

**FOR THE UNION**

Signature

LISA A. DAVIS
Printed Name
APPENDIX C

DISTRICT'S OCTOBER 16, 2014 LAST, BEST AND FINAL OFFER TO THE 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:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO</td>
<td>$72</td>
<td>$122</td>
<td>$167</td>
</tr>
<tr>
<td>Blue Shield HMO</td>
<td>$62</td>
<td>$102</td>
<td>$137</td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td>$47</td>
<td>$82</td>
<td>$117</td>
</tr>
<tr>
<td>Healthcare Plan</td>
<td>Wage Under $32</td>
<td>Wage Between $32-$50</td>
<td>Wage Over $50</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Kaiser HMO (Mech)</td>
<td>$47</td>
<td>$82</td>
<td>$117</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO Bronze</td>
<td>$10</td>
<td>$30</td>
<td>$45</td>
</tr>
<tr>
<td>Blue Shield HMO Bronze</td>
<td>$10</td>
<td>$20</td>
<td>$30</td>
</tr>
<tr>
<td>Kaiser HMO Bronze</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Kaiser HMO (Mech) Bronze</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
</tr>
</tbody>
</table>

Effective July 1, 2016:

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO</td>
<td>$87</td>
<td>$154</td>
<td>$214</td>
</tr>
<tr>
<td>Blue Shield HMO</td>
<td>$69</td>
<td>$124</td>
<td>$163</td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td>$57</td>
<td>$107</td>
<td>$147</td>
</tr>
<tr>
<td>Kaiser HMO (Mech)</td>
<td>$57</td>
<td>$107</td>
<td>$147</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Healthcare Plan</th>
<th>Wage Under $32</th>
<th>Wage Between $32-$50</th>
<th>Wage Over $50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield PPO Bronze</td>
<td>$35</td>
<td>$60</td>
<td>$90</td>
</tr>
<tr>
<td>Blue Shield HMO Bronze</td>
<td>$25</td>
<td>$35</td>
<td>$75</td>
</tr>
<tr>
<td>Kaiser HMO Bronze</td>
<td>$10</td>
<td>$10</td>
<td>$25</td>
</tr>
<tr>
<td>Kaiser HMO (Mech) Bronze</td>
<td>$10</td>
<td>$10</td>
<td>$25</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Blue Shield &quot;Bronze&quot; HMO</th>
<th>Blue Shield &quot;Bronze&quot; PPO</th>
<th>Kaiser &quot;Bronze&quot; HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
</tr>
<tr>
<td>Employee plus One</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
</tr>
<tr>
<td>Family</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
<td>Out of pocket max</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Blue Shield &quot;Bronze&quot; HMO</th>
<th>Blue Shield &quot;Bronze&quot; PPO</th>
<th>Kaiser &quot;Bronze&quot; HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>Deductible</td>
<td>Deductible</td>
<td>Deductible</td>
</tr>
<tr>
<td>Employee plus One</td>
<td>Deductible</td>
<td>Deductible</td>
<td>Deductible</td>
</tr>
<tr>
<td>Family</td>
<td>Deductible</td>
<td>Deductible</td>
<td>Deductible</td>
</tr>
</tbody>
</table>

- 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 D

DISTRICT RESOLUTION NO. 2010-105
SETTING FORTH MEDICAL BENEFITS FOR
DISTRICT RETIREES, THEIR SPOUSES,
DEPENDENTS AND SURVIVORS
GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RESOLUTION NO. 2010-105

APPROVE CODIFICATION OF THE MEDICAL BENEFITS POLICY
IN THE HUMAN RESOURCES GUIDE
FOR REPRESENTED AND ADMINISTRATIVE RETIREES
(EXCLUDING BUS OPERATIONS),
THEIR SPOUSES, DEPENDENTS AND SURVIVORS

December 17, 2010

WHEREAS, the Golden Gate Bridge, Highway and Transportation District (District) has provided medical benefits for represented and administrative retirees (excluding bus operators), their spouses, dependents and survivors; and

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, and 2006-094, and by actions of the Board of Directors, the Human Resources Guide and the various Memoranda of Understanding with the unions; and

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); and,

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; and,

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 Resolution No. 7293; and,

WHEREAS, all bargaining units of the Union Coalition have ratified the Coalition Agreement and the individual Unit Agreements as of May 21, 2007; and,

WHEREAS, the Rules, Policy and Industrial Relations Committee 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, the survivors of employees, their spouses, dependents, and survivors 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 has more than fifteen (15) years of continuous service at the time of his/her death shall be entitled, at the District's expense, subject to a designated monthly contribution as outlined in No. 5 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 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) who were hired before July 1, 1983, for union employees and January 1, 1983, for administrative employees**

   a. The retiree, his/her spouse, and eligible dependents of a retiree who was hired before July 1, 1983, for union employees and January 1, 1983, for administrative employees and at the time of retirement is at least fifty (50) years of age with at least five (5) 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. In the event the retiree obtains other employment and is eligible for medical benefits with the new employer, the District's coverage will continue but will become secondary coverage. The retiree shall be subject to a designated monthly contribution as outlined in No. 5 herein.

   b. The retiree, his/her spouse, and eligible dependents of a retiree who was hired before July 1, 1983, for union employees and January 1, 1983, for administrative employees and at the time of retirement is at least fifty (50) years of age with at least twenty (20) years of continuous service shall, at District expense, be entitled to a continuation of medical, dental, vision, and prescription drug coverage. Upon
RESOLUTION NO. 2010-105  
BOARD OF DIRECTORS MEETING OF DECEMBER 17, 2010  
PAGE 3

the death of the retiree, the survivor 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 and, provided further, that 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. 5 herein.

c. The retiree, his/her spouse, and eligible dependents of a retiree who was hired before July 1, 1983, for union employees and January 1, 1983, for administrative employees and who retired at age fifty-five (55) 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. Upon the death of the retiree, the survivor 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 and, provided further, that 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. 5 herein.

d. 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 January 1, 1983, or July 1, 1983, based on the date that 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) 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. In the event the retiree obtains other employment and is eligible for medical benefits with the new employer, the District's coverage will continue but will become secondary coverage. The retiree shall be subject to a designated monthly contribution as outlined in No. 5 herein.
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. In the event the retiree obtains other employment and is eligible for medical benefits with the new employer, the District’s coverage will continue but will become secondary 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 and, provided further, that 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. 5 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 January 1, 1983, or July 1, 1983, based on the date that 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.

4. 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, 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 Service which total a number of points equal to:

- 80 points or higher, retiree receives health benefits at same benefits levels as active employees;
- 75-79 points, retiree pays 20% of COBRA cost base of health benefits plus same benefits levels as active employees;
- 70-74 points, retiree pays 30% of COBRA cost base of health benefits plus same benefits levels as active employees;
- Less than 70 points, retiree does not receive any retiree health benefits paid in whole or in part by the District.
b. The designated COBRA percentage will be in addition to the normal contribution paid by the retirees as described in No. 5 herein.

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

a. Retirees under age 65 who are eligible for District-provided retiree health benefits shall pay a contribution equivalent to the Medicare contribution for the retiree and also for the retiree’s eligible spouse until the 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. Retirees over 65 and any eligible spouse over 65 must be enrolled in Medicare and shall pay their contribution to Medicare Part B. Medicare becomes the primary coverage and the District-provided 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.

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. No spouse/domestic partner and/or dependents can be added to a retiree’s medical benefits after the date of retirement. If the retiree marries or has a child after retirement, that spouse/domestic partner and/or dependents cannot be added to any District medical plans.

f. Generally, retirees have medical plans with provisions equivalent to those of active employees. However, there are special provisions in some cases.

- A separate benefits plan structure is adopted for retirees who retired on or before July 1, 2003. These plan provisions are available in documents provided to retirees as well as in the Human Resources Department.

- Due to the possibility that a July 1, 2003, or earlier retiree and an active employee spouse may be eligible for different benefits by virtue of plan structure design, the retiree in a one-time election must declare the spouse and any dependents before or upon the date of retirement, but the active employee spouse may defer being listed as a retiree dependent, along with other dependents, on the retiree’s medical plan until such time that the
active employee spouse is no longer an active employee with the District.
In the event the active employee spouse elects to exercise active employee
benefits, the employee and any eligible dependents will be subject to
active benefits only. The retiree must remain in the retiree’s benefit plan.
The election to be added to the retiree’s plan must occur before or at the
time the active employee leaves District service or the individuals are
subject to losing spousal/dependent retiree coverage. If the active
employee spouse and eligible dependents remain on the retiree’s plan,
they shall be subject to a designated monthly contribution as outlined in
No. 5 herein.

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 a District HMO plan. 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 age.
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 a District HMO plan and elect two-party coverage, and the retiree will
pay the difference between single and two-party coverage for one eligible
dependent. If no HMO plan is available to the retiree, the retiree will be
given the option to pay the difference between single and two-party
coverage in the PPO plan. An eligible dependent is defined as one of the
following: spouse, domestic partner, or dependent child.

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 District health care coverage for the retiree only. The employee’s
age or hire date are not factors in eligibility for this benefit. The retiree
will be allowed to enroll in an HMO option, and will pay the same
monthly amount as other retirees, based on age. In the event a retiree on
disability cannot be covered under an HMO plan, the retiree may elect
retiree only coverage in the PPO plan, but the difference in cost will be
paid by the employee. No dependents may be covered when the disability
is due to a non-work-related condition.

6. 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.

7. 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
RESOLUTION NO. 2010-105
BOARD OF DIRECTORS MEETING OF DECEMBER 17, 2010
PAGE 7

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 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; and, 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 17th day of December 2010, by the following vote of the Board of Directors:

AYES (17): Directors Campos, Chu, Cochran, Dufty, Elsbernd, Grosboll, Kerns, McGlashan, Moylan, Newhouse Segal, Pahre, Sanders, Snyder and Stroeh; First Vice President Reilly; Second Vice President Eddie; President Boro.

NOES (0): None

ABSENT (2): Directors Brown and Sobel

Albert J. Boro
President, Board of Directors

ATTEST: Janet S. Tarantino
Secretary of the District
APPENDIX E

SEE SUMMARY PLAN DESCRIPTIONS ("SPD") FOR KAISER HMO, BLUE SHIELD PPO, BLUE SHIELD HMO, KAISER BRONZE AND BLUE SHIELD HMO BRONZE AND PPO BRONZE
APPENDIX F

2017-2020 PREMIUM SHARING RATES
### 2017-2020 PREMIUM SHARING RATES

#### July 1, 2017

<table>
<thead>
<tr>
<th>Base Hourly Wage Rates</th>
<th>$36.03 and below</th>
<th>$36.04 - $56.27</th>
<th>$56.28 and above</th>
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<tr>
<td>Traditional Plans</td>
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<tr>
<td>Blue Shield PPO</td>
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<th>Bronze Plans</th>
<th>Monthly Premium Sharing Employee Contribution</th>
<th>(Note 1)</th>
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#### July 1, 2018

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<th>Monthly Premium Sharing Employee Contribution</th>
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<tbody>
<tr>
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July 1, 2019

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Note 1: Deducted from the second paycheck of each month in one lump sum on a pre-tax basis.
APPENDIX G

LETTERS OF AGREEMENT
AND/OR UNDERSTANDING

SIDE LETTER OF UNDERSTANDING

This Agreement is by and between the Golden Gate Bridge, Highway and Transportation District ("District") and the Public Employees Union, Local 1 ("Union").

All employees covered by the 2017-2020 MOU (Painters Unit) between the District and the Union will receive reimbursement in any amount up to $100 for one pair of work boots purchased for each year of the three-year MOU. The District will not deduct employment tax withholdings from the reimbursements. Employees must purchase boots and submit reimbursement forms along with receipts to the District between July 1 and October 31 of each year (July - October 2017, July - October 2018 and July - October 2019) to receive reimbursement.

This Letter of Understanding sunsets at the expiration of this Agreement and does not continue from year to year thereafter.

FOR THE DISTRICT

Denis Mulligan
General Manager

Date: 8/25/17

FOR THE UNION

Lisa Davis
Senior/Business Agent

Date: 8/7/2017

APPROVED AS TO FORM:

Molly L. Kaban
Labor Negotiator