

MEMORANDUM OF UNDERSTANDING

between

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT

BUS TRANSIT DIVISION

and

AMALGAMATED TRANSIT UNION, LOCAL DIVISION #1575

Administrative Employees

For the Term of May 11, 2024 Through August 31, 2025

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ARTICLE 1. DEFINITIONS

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

The term “party” shall refer to either the Union or the affected employee or the District, as appropriate.

The term “parties” shall refer to the District and the Union or the affected employee, as appropriate.

The term “designated hearing official” shall mean the representative of the District who has been designated by the District to preside at and render a decision upon any hearing or appeal hearing.

The term “grievance” shall mean a written complaint by an employee, group of employees, the Union or the District concerning the interpretation, application or noncompliance with the provisions of this Memorandum of Agreement.

The term “employee” or “employees” shall mean persons employed by the District in the Bus Division's administrative employees unit, composed of schedules analysts, senior schedules and data analysts, office coordinators, office assistants, office specialists, operations technicians, operations analysts, senior operations analysts, and safety and training coordinators, but excluding managers, supervisors, and confidential employees.

This Memorandum of Agreement is intended by all parties to comply with the Meyers-Milias-Brown Act concerning Memoranda of Understanding.

ARTICLE 2. RECOGNITION

A. The District recognizes the Union as the formally recognized employee organization for the Amalgamated Transit Union Local 1575 Administrative Employees Unit, which unit includes the classifications listed in Appendix C and all other classifications as deemed appropriate by the Board of Directors.

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

ARTICLE 3. UNION SECURITY

A. The Union will be granted permission by the District to have the regular dues and/or COPE contributions of its member employees deducted from their paychecks, in accordance with the procedures prescribed by the District. Dues and/or COPE deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in Section 300 of the California Labor Code. Dues and/or COPE deduction

authorizations may be revoked and the dues/COPE check-off payroll discontinued at any time by the Union member upon voluntary written notice to the District.

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

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

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

E. The Union shall provide the District with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The District may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request and each pay period thereafter, the District shall make membership fee or other fee deductions, as appropriate, from the regular periodic payroll warrant of each District employee, and each pay period thereafter, the District shall make membership fee or other fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the District will promptly pay over to the Union all sums withheld for membership or other service fees.

F. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.

ARTICLE 4. NON-DISCRIMINATION

Both the District and the Union agree that all qualified applicants will receive consideration for employment and Union membership without regard to race, creed, ancestry, color, age, sex, gender, sexual orientation, or national origin.

All employees of the District, as defined above, shall have the right to become and remain members of the Union during the period of this Memorandum of Agreement.

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

ARTICLE 5. EMPLOYEE LIST

The District will provide the Union with the following data for each employee on a bi-annual basis within legal and reasonable administrative constraints.

Name
Employee Number
Department and Section
Current Classification
Work Location

ARTICLE 6. UNION STEWARDS

The District agrees to recognize one (1) shop steward and one (1) alternate shop steward to represent employees in the ATU 1575 Admin bargaining unit. The Union must inform the District, in writing, of an employee's designation as a shop steward or alternate.

The shop steward, as much as possible, shall perform his/her/their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time off in advance to perform his//their duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least forty-eight (48) hours in advance. The release of shop stewards from work to perform their duties will depend on the District's operational needs as determined by the District.

The District will not compensate the shop steward for performing any duties as a shop steward as provided for in this Memorandum of Understanding. The shop steward shall be allowed time off during his/her normal working hours to handle grievances or meet with District representatives concerning matters affecting employees' working conditions without loss of pay, provided that such meetings shall not exceed one hour unless mutually agreed upon by the parties.

A maximum of two (2) employees shall serve on the Union bargaining team. A maximum of one (1) employee shall be released from work by the District to attend negotiations between the Union and the District. Negotiating on behalf of the Union shall be unpaid time.

However, the employee released by the District will be paid his/her regular rate of pay for negotiations held during his/her regularly scheduled work hours.

ARTICLE 7. UNION ACCESS TO WORK LOCATIONS

Within reasonable circumstances, a Union business representative shall have access to the District premises at a mutually agreeable time to investigate or adjust grievances, or conduct other necessary Union business.

ARTICLE 8. UNION INFORMATION

The District agrees to state, on any postings for positions covered by this Agreement, that the position is a bargaining unit position represented by Amalgamated Transit Union Local 1575, AFL-CIO.

ARTICLE 9. MANAGEMENT RIGHTS

All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the District, subject to such limitations as are set forth elsewhere in this Agreement.

ARTICLE 10. JOINT LABOR MANAGEMENT COMMITTEE

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

The Committee will meet on a regular basis to discuss matters of mutual concern. The Union will provide to the Deputy General Manager, Bus Division an agenda of items to be discussed no later than one week before the meeting. Pay for performance, supervisor performance appraisals, status of recruitments, and career development and training could be topics of discussion raised by the Union.

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

The Committee members will be the Deputy General Manager, Bus Division and/or designee(s) and a minimum of one (1) bargaining unit member and a representative from the Union to be designated by the Union.

This Committee process, and the matters discussed, shall not be subject to the grievance or arbitration procedure set forth in Article 11, and is not a meet and confer session. This process does not preclude represented employees and the Union from filing grievances otherwise covered in Memorandum of Agreement.

ARTICLE 11. GRIEVANCE/ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. INFORMATION TO BE FURNISHED BY THE PARTIES

The District shall forward to the Union each month the names of all employees in the bargaining unit, as defined above, entering or leaving its employ, together with the designation of the department, division, classification or work unit title to which such employees are or were assigned, noting such employees who are leaving or returning from military service. Upon any permanent transfer of a unit employee from one department to another, the District shall notify the Union thereof.

The District will furnish to the Union a seniority list for all employees covered in this Memorandum of Agreement.

The District will furnish to the Union the name and position of District administrative personnel with whom the Union is to transact business under the terms of this Memorandum of Agreement and any permanent changes that may occur.

The Union will furnish to the District the names and positions of Union personnel and officials with whom the District is to transact business under the terms of this Memorandum of Agreement and any permanent changes that may occur.

All Union Stewards will be granted access to all unit employee payroll records, and the District will cooperate with the Steward in supplying information about specific job duties and evaluations.

The Union Officers, or their designated alternates, shall be permitted by the District to transact any Union business on the premises of the District, but at no time delay the scheduled work assignment of the employees.

ARTICLE 13. EXISTING DISTRICT RULES

The District will consult with the Union before establishing rules and regulations which might be detrimental to the employee. Upon request, the District will furnish the Union with a complete list of existing rules and regulations

ARTICLE 14. DISCIPLINE

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

In the event of an employee's breach of rules or regulations, the District will notify the employee, in writing, as speedily as proper investigation will permit, but no more than fifteen (15) working days, absent extenuating circumstances, from the date of knowledge of the occurrence by the Supervisor of the intent to render discipline for such breach. A copy of the notice will be sent to the Union.

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

- a. Dishonesty
- b. Insubordination
- c. Intoxication or use of alcoholic beverages or illegal drugs while on District property
- d. Harassment of fellow employees
- e. Physical violence or the threat of physical violence

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

In cases of immediate discharge or removal from service, an employee shall be given a hearing before the Deputy General Manager, Bus Division or designee within five (5) working days from date of discharge or removal from service. The time and place of such hearing shall

be set in writing within two (2) working days from date of discharge or removal from service, with a copy of same transmitted to the Union involved.

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

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

If the Deputy General Manager, Bus Division determines that the discipline, suspension, or discharge is found to have been made without just cause or should be mitigated, and if time has been lost, the employee will be paid for such loss of time in accordance with the amount he/she would have received had he/she not been held from service. If the Union is not satisfied with the decision of the Deputy General Manager, Bus Division, the matter may be taken to arbitration. Upon decision receipt from Deputy General Manager, Bus Division the Union must request arbitration in writing within thirty days (30) or after the next scheduled Union meeting, whichever is earlier. Failure of the Union to request arbitration within this period will constitute a forfeiture of the claim.

ARTICLE 15. PERSONNEL FILES

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

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

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

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

In case of discharge and/or discipline because of unsatisfactory performance, notations in an employee's record more than one (1) year as of the date of the matter or matters under investigation will not be taken into consideration provided that there are no subsequent notations for unsatisfactory performance within with that one (1) year period. This means that said matter or matters will not be taken into consideration at any stage in the grievance process and shall not be held against the employee.

Notations involving serious misconduct including dishonesty, theft, physical violence or threat of physical violence, or harassment remain a part of the employee's record and can be used as a basis for progressive discipline for a period of two (2) years from the date of the notation.

Notations involving intoxication or use of drugs or alcohol while on duty remain a part of the employees record and can be used as a basis for progressive discipline for a period of five (5) years from the date of the notation.

ARTICLE 16. PROBATIONARY PERIOD

The probationary period shall be a trial period during which the District evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.

All new employees shall be on probation for 180 days immediately following their date of hire. If an employee is absent from work for good cause during the probationary period, probation may be extended day for day by the District to allow the employee to complete the full 180 days.

Newly hired probationary employees may be disciplined or discharged at the total discretion of the District and such actions shall not be subject to review under any provision of this Memorandum of Understanding. If a tenured employee fails to complete such probation successfully, they will be returned to their former position, provided their former position is available and without loss of seniority

ARTICLE 17. TIME OFF FOR VOTING

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

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

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

ARTICLE 18. HEALTH AND SAFETY

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

A. Upon request from any bargaining unit member, the District will arrange for an ergonomic assessment of the member's work station.

B. Within thirty (30) days of any assessment, the District will implement any reasonable recommendations for changes or alterations to a member's workspace.

ARTICLE 19. REMOTE WORK

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

ARTICLE 20. 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 21. EMPLOYEE BENEFIT COVERAGE

All employees shall continue to be covered by Social Security, Workers' Compensation, State Disability (or other Disability Income Plan) and Unemployment Compensation.

ARTICLE 22. SALARY STEP PLAN

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

Eligibility for Advancement in Pay from Step 1 to Step 5.

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

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

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

ARTICLE 23. WAGE RATES

All employees within bargaining group of ATU 1575 Administrative Unit.

Effective July 1, 2024: 2.5%

Effective July 1, 2025: 2.5%

Plus "me too" provision with Coalition wage increases. The wage increase will match the Local 21 Allied Admin Unit wage increase.

This Agreement becomes effective at ratification. It will remain in effect until and including August 31, 2025, and thereafter shall only be renewed from year to year when either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify or terminate the Agreement. If such notice or notices are not given, the Agreement shall be deemed to be renewed for the succeeding year.

ARTICLE 24. RECLASSIFICATION

When job vacancies occur at the District, qualified District employees meeting performance standards in their current positions are welcome to make application for such positions. In instances where job responsibilities in current position are upgraded on an extended or regular basis, or job duties are substantially changed, consideration will be given to requests for reclassification.

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

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

ARTICLE 25. ACTING PAY/OUT OF CLASS WORK

When a vacancy occurs, the General Manager or designee may appoint a capable employee to serve in the position in an "acting" capacity on an interim basis not to exceed a period of nine (9) months. When an employee assumes all or the great majority of the duties of a temporarily vacant position, the employee will be eligible for acting pay under this policy. When the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for acting pay. Acting assignments will be limited to a period of nine

(9) months unless the acting assignment is for covering a unit employee on a long-term leave. The nine (9) month period may be extended by mutual agreement.

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

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

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

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

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

ARTICLE 26. TEMPORARY ASSIGNMENTS

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

If the temporary employee is hired into a permanent position, their time worked as a temporary employee will count toward District service credit, eligibility for district service awards and vacation accruals based on years of service. Employees who convert from a temporary position to a regular part-time or full-time position may also purchase CalPERS service credit to the extent allowed by CalPERS rules and the District's CalPERS agreement.

The District agrees that it will not use temporary workers as a means of diminishing the unit. Temporary assignments will be limited to a period of nine (9) months unless the temporary assignment is for covering the duties of a unit employee on a long term leave or it is for a clearly

defined project with a predetermined duration and scope. The nine (9) month period may be extended by mutual agreement.

ARTICLE 27. OVERTIME AND COMPENSATORY TIME OFF

Bargaining Unit Employees are compensated for overtime work according to their exempt or non-exempt status and tier classification, as set forth in the District's Human Resources Guide.

A. Exempt Employees

Exempt bargaining unit employees fall under Tier Two. Tier Two exempt positions meet the exempt employee test under the Fair Labor Standards Act, but are permitted under District policy to earn compensatory time at straight time up to an 80 hour maximum accrual-

Tier Two employees may accumulate compensatory time off only for hours worked exceeding the employee's regularly scheduled workweek of 40 hours, to a maximum of 80 hours. Tier Two exempt employees accrue compensatory time off at straight time. For the employee to earn compensatory time off, all work performed in excess of the employee's standard hours must be approved in writing by the supervisor before being worked, with the exception of emergency situations.

Any paid time off, such as, but not limited to vacation, sick leave, and holiday pay, does not count as hours worked for the purpose of accruing compensatory time.

B. Non-Exempt Employees

Non-exempt (no tier) employees shall be compensated at the rate of time and a half for hours worked during any workweek over their normal work schedule of 40 hours.

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

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

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

Call-Back Pay. If an employee is called at home to resolve a problem that can be handled externally due to technology, the employee shall report this as time worked. If the employee must return to work to resolve an issue outside of regular work hours, the employee will be paid for time worked. In addition, the employee will be paid one hour from the time the call is received until the employee arrives at the workplace.

ARTICLE 28. LAYOFF

When the District determines it necessary to reduce the workforce, employees shall be laid off in inverse seniority order within bus division classification. A layoff is an involuntary separation and is not subject to the grievance and arbitration procedure.

The District shall give thirty (30) days' notice to employees that they will be laid off. If the District elects not to give thirty (30) days' notice, the District shall pay the employee their regular rate of pay for each day that notice was not given, up to a maximum of two (2) weeks' pay. The provisions shall not apply if notice of layoff is prevented due to fire, storm, major breakdown, labor dispute, or other cause beyond the control of the District.

Employees on layoff will be recalled to work in bus division seniority order within bus division classification. Employees on layoff shall remain on the seniority list for purpose of recall for a period not to exceed twenty-four (24) months following layoff. Employees who are recalled within twenty-four (24) months will retain all benefits and seniority accrued in prior service. Benefits do not accrue during a layoff period. Employees will have vacation cashed out and any accrued sick leave will remain on the books and will be restored in the event of recall. The District will pay three (3) months of the employee's COBRA coverage, provided the employee has one or more years of service.

Any employee who rejects a recall offer, fails to respond to the notice of recall within ten (10) days of receipt of certified mail, or fails to return to work within thirty (30) days after a recall notice shall be removed from the seniority list.

In a case of a layoff, the District will meet and confer with the Union over the effects of the layoff.

Recognizing the concerns of the employees, the District acknowledges it is not its intent to reduce positions in bargaining units by subcontracting. The District commits to meet and bargain in a reasonable time in good faith with Amalgamated Transit Union Local 1575 that has concerns with the District's subcontracting.

ARTICLE 29. TRAINING AND EMPLOYEE DEVELOPMENT

The District encourages employees to keep their job-related skills current and to look for opportunities to enhance those skills. Managers will meet with bargaining unit employees at minimum of once a year to assess individual training and career development needs.

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

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

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

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

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

ARTICLE 30. SICK LEAVE

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

Each regular or introductory part-time employee who works thirty (30) hours or more per week on a regular and continuous basis will be allowed 1.385 hours credit for sick leave with pay for each two- (2) week period of service (equal to six (6) days per year), credited at the first day of the following two- (2) week period. An employee who is collecting under State Disability Leave or Workers' Compensation temporary disability benefits, or both, when such compensation is less than the amount of sick leave benefits provided herein, shall be entitled to have such compensation supplemented by sick leave benefits provided herein up to an amount that equals the dollar amount of the sick leave benefits to which they are entitled, and in no event shall total benefits exceed the amount of the employee's regular pay.

Reporting and Verification. An employee must personally contact his or her supervisor, or Department Head if the supervisor is unavailable, no later than fifteen minutes before the start of the workday for which the employee is requesting sick leave. Employees on continuing sick leave must maintain adequate communication with supervisors, which generally will require being in contact either via phone or email at the beginning of each work day or week for extended absences for which sick leave is requested unless other arrangements have been approved by the supervisor. Employees who are absent more than five (5) days for medical reasons must complete a "Family Medical Leave Certification" form. When sick leave credits are exhausted or when sick leave use suggests abuse, employees may be asked to provide physician verification of illness and/or continued disability

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

Report of Sick Leave. The employee shall request sick leave use in the electronic timekeeping system,. Requests will be subject to supervisor approval in the electronic timekeeping system.

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

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

Family Care. Employees are entitled, in any calendar year, to use his or her sick leave that would be accrued during six months at the employee's then current rate of entitlement (a maximum of six (6) days), to attend to the an illness of an immediate family member. "Immediate family member" shall include mother, father, step-mother, step-father, husband, wife, domestic partner, son, daughter, stepchildren, adopted child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents of the District employee.

Bereavement. Employees may use not more than five (5) days sick leave to attend to the death of an immediate family member. "Immediate family member" Immediate family shall include mother, father, step-mother, step-father, husband, wife, domestic partner, son, daughter, stepchildren, adopted child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents of the District employee. An employee may take additional days for bereavement using accrued vacation time with the approval of the employee's manager.

Payment for Unused Sick Leave Credits Upon Retirement or Death. An employee will be paid for unused sick leave credits only upon separation from employment as the result of death or District retirement at 50 percent (50%) of the basic rate in effect at retirement or death. An employee who leaves District employment as a result of resignation or termination will not receive any payment for unused sick leave credits. Employees who leave the District while retiring from CalPERS but do not qualify for District retirement under the eligibility requirements set forth in Board Resolution No. 2022-019 are considered to have resigned and do not qualify for the sick leave payout. Neither shall unused sick leave credits be used to extend the effective date of separation from employment on any basis.

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

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

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

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

ARTICLE 31. HEALTH INSURANCE

A. Group Insurance Plan

The District provides active employees and retirees with comprehensive health insurance through the CalPERS Health Program, in compliance with the Public Employees' Medical & Hospital Care Act (PEMHCA). The negotiated terms related to health benefits are set forth in Appendix B, attached hereto.

1. Dental and Vision Coverage: Dental insurance coverage begins the first of the month following one (1) full month of employment. Vision insurance coverage begins the first of the month following the date of initial employment, or eligibility for coverage.

2. Definition of Dependents: Dependents include: (a) Employee's wife or husband spouse or domestic partner; (b) Employee's children under twenty-six (26) years of age unless they are insured as employees of the Bridge District; and, (c) eligible dependents of the 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 their medical treatment.

4. Life Insurance Conversion: Employees may replace their 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 so that employees will receive total compensation and not in excess of their regular salary.

6. Medical Benefits for Retirees/Dependents: Eligibility for medical benefits for retirees/dependents is set forth in Appendices A and B.

- a. Where both spouses are employed by the District and eligible dependent children are to be covered, the employee who is senior in terms of length of service with the District shall cover eligible dependent children only under his/her plan. The spouse with the lesser length of service shall be covered as an employee only. This applies to all benefit plans in force for eligible employees of the District and their dependents.
- b. To certify dependent eligibility, the employee must provide appropriate documentation such as a marriage certificate, affidavit of domestic partnership, birth certificate, or other legal documents giving employee legal custody. It is the responsibility of the employee to notify immediately the Benefits Administrator in the Human Resources Department of any dependent changes.

B. Initial Health Plan Coverage

1. Employees should consult with the District's Benefits Administrator for the first day of coverage for their selected health plan. Usually initial medical coverage for newly hired employees begins the first of the month following the date of employment. (Contact the Benefits Administrator for a copy of the Summary Plan Description for your selected health plan).

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

ARTICLE 32. 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 that employee to receive all medical, surgical, and hospital treatment essential to the care or relief of the effects of the employee's injury. In those cases where an employee receives benefits under this plan and is granted sick leave during a disability resulting from on-the-job-injury, the District shall receive credit against any Workers' Compensation Temporary Disability payments granted to the employee, until such leave is exhausted.

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

ARTICLE 33. VACATION

A. Full-Time, Regular Employees shall accrue vacation with pay up to a maximum of forty (40) days at the following accrual rates:

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

B. Part-Time, Regular Employees

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

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

C. General Rules Governing the Use of Vacation

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

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

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

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

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

ARTICLE 34. HOLIDAYS

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

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Cesar Chavez
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) Floating Holidays

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

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

Holiday Pay: Holiday pay shall be paid provided:

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

The floating holidays may be taken at a time mutually agreed to between the employee and the supervisor and must be taken as a full day (no increments) by December 31 of each

calendar year. Any unused floating holidays will be assigned by the employee's supervisor to be taken in January of the following year. A new employee shall be eligible to take one (1) floating holiday after the completion of six (6) months of employment with the District.

Part-time employees (regardless of hours) do not receive holiday pay for fixed or floating holidays.

ARTICLE 35. LEAVES OF ABSENCE

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

Catastrophic Leave Program

Eligibility:

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

Definition:

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

Type of Leave to Be Donated:

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

Limits:

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

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

Integration of Other Leave Policies:

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

Processing and Administration:

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

Accrual:

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

Conversion From Donor to Recipient:

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

Family Medical Leave Act:

Employees are entitled to leaves of absence for their own serious health condition or to care for a family member with a serious health condition in accordance with the federal Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). In order to be eligible for FMLA/CFRA leave, an eligible employee must have worked for the District at least 12 months (which need not be consecutive) and worked at least 1,250 hours during 12 month period immediately preceding the commencement of the leave request, using the rolling calendar year method. FMLA/CFRA leave is administered in accordance with the District's Family Medical Leave policy as set forth in the Human Resources Guide.

Type and Duration of Leave and Reasons for Taking Leave. Employees may take FMLA/CFRA leave for the following purposes:

1. For bonding leave for the birth or adoption of an employee's child or the placement of a foster child with the employee. Bonding leave must conclude within one year of the birth, adoption or foster care placement of the child (Note: If both parents are employees and the leave is taken for the birth, adoption or

foster care placement, parents do not have to “split” the 12 weeks of leave; each parent is entitled to up to 12 weeks of leave);

2. To care for the employee’s child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship (“designated person”) with a serious health condition;
3. For an employee’s own serious health condition that makes the employee unable to perform the essential functions of the employee’s job either non-industrially or industrially;
4. Any qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces of the United State;
5. Military caregiver leave for a service member with a serious health condition who is the employee's spouse, domestic partner, child, parent or next of kin. FMLA/CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition. Within the single 12-month period described above, an eligible employee may take a total of twenty-six (26) weeks of military caregiver leave, including up to twelve (12) weeks of leave for any other CFRA/FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single 12-month period, an eligible employee may take up to sixteen (16) weeks of CFRA/FMLA leave to care for a covered service member when combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

The District will evaluate all employee absences for medical reasons that exceed five days (employees’ health condition) to determine if the situation meets the criteria under FMLA/CFRA protection. District paid health insurance coverage will continue for the twelve weeks.

The benefits available under this policy run concurrently with any other applicable leave policies or procedures with exception of Pregnancy Disability Leave, which is cumulative. Employees may use accrued sick leave credits for a family member or domestic partner for an approved FMLA leave. Employees must use accrued sick leave for his or her own FMLA leave.

If an employee who is eligible for FMLA/CFRA leave under the District’s policy has exhausted the available leave under that policy due, in whole or in part, to an industrial accident or injury, the employee shall be granted an unpaid personal leave of absence for the birth, adoption or foster care placement of a child with the employee or the serious health condition of a FMLA defined family member or domestic partner. The unpaid personal leave shall not exceed the length of time that the employee was on Family Care and Medical leave due to an industrial accident or injury. The employee shall be

responsible for the payment of medical benefit premiums during such a personal leave and shall not accrue paid vacation or sick leave benefits. Seniority rights shall be retained unless the employee takes employment somewhere else during his/her personal leave of absence.

Disability Leave:

If the employee is unable to perform the work due to his or her own serious health condition, either work or non-work related, for longer than 12 weeks, he/she/they may request for a medical leave of absence pursuant to the Americans with Disabilities Act ("ADA") s. The District and the employee will then engage in the interactive process to determine if there are other reasonable accommodations that would allow the employee to continue to work. If a continued leave of absence is reasonable under the circumstances and does not cause undue hardship to the District, the employee will be given disability leave under the ADA. District paid health insurance benefits will continue for a maximum of 6 months, including benefits paid during FMLA/CFRA leave. The employee must continue to pay his/her/their own premium share. The employee must use available sick leave, and must exhaust the accrued vacation credits that exceed twenty (20) days. Treating health care provider certification must be provided every thirty days.

If the employee is unable to return to work at the end of FMLA/CFRA leave that was taken for the serious health condition of a covered family member,, the employee may request a personal leave , as appropriate. Personal leaves of absence are at the sole discretion of the General Manager of the District.

If an employee is on industrial leave, he/she/they may buy back service credit lost while out on industrial leave, and the District will pay 50% of the cost, if the employee exercises the option within 120 days of returning to work. This option is available only three times during an employee's District service.

Pregnancy Disability Leave. Employees medically disabled by pregnancy, childbirth or related conditions shall be granted a pregnancy disability leave of absence for a period of up to four months. An employee who has taken pregnancy disability leave and wishes to spend time at home caring for her newborn may take an additional twelve weeks of FMLA/CFRA leave, if she meets eligibility requirements set forth in the Family Care and Medical Leave Policy and has not otherwise used all of her FMLA/CFRA leave.

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

Personal Leave of Absence:

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.

The District may provide a personal leave of absence not to exceed six months for non-medical reasons such as special training or sabbatical, or other circumstances not related to the employee's own health condition. If an employee's FMLA/CFRA leave is exhausted, a personal leave may be granted for the birth, adoption or foster care placement of a child, or the serious health condition of a family member or registered domestic partner. Accrued vacation and compensatory time must be exhausted prior to the commencement of a personal leave. During a personal leave of absence, the employee does not accrue vacation or sick leave, does not receive holiday pay and neither gains nor loses seniority/District service credit. The District will not pay for continued health insurance benefits, but employees may continue healthcare coverage as allowed by COBRA. The position the employee holds may be filled on a regular basis if operational necessity requires.

Approval is at the discretion of the General Manager or his/her/their designee after consultation with the employee's supervisor, EEO Compliance Programs Manager, District Officer, or Deputy General Manager , Bus Division.

APPROVAL PROCEDURE

Requests must be made on the Personal Leave of Absence Program Request form located on the Employee Intranet. All requests for personal leave must be submitted to the EEO Compliance Programs Department at least thirty calendar days in advance for consideration. Upon referral by the EEO Compliance Programs Department, the General Manager or his or her designee will have final approval for all cases requiring special or immediate consideration.

Military Leave

The District will grant military leaves of absence for periods of time and under the terms and conditions prescribed in Sections 389, et seq., of the California Military and Veterans Code and any other relevant federal or state law.

If the employee's absence is more than six months, the employee will be responsible for payment of medical benefits. Employees may continue healthcare coverage as allowed by COBRA.

Returning to Work

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

If the employee is unable to return at the end of an approved leave and no additional leave is available and or reasonable or additional leave would be indefinite, the employee may be medically separated from District employment and the, the position the employee holds may be filled on a regular basis if operational needs so require.

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

Abuse of Leave - Workers' Compensation, Sick Leave, Medical or Family Care, or Other Leaves of Absence

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

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

ARTICLE 36. LUNCH AND REST BREAKS

A. Employees receive a thirty-minute unpaid lunch period once a day, normally at mid shift (twelve noon), or corresponding to the employee's approved flex schedule, and two (2) paid fifteen- (15) minute rest breaks. Typically, employees working a scheduled eight (8) hour shift would take a fifteen (15) minute rest break in the first half of day and a fifteen (15) minute rest break in second half of scheduled workday.

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

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

ARTICLE 37. DEFERRED COMPENSATION

Any full-time or part-time regular employee of the Golden Gate Bridge, Highway and Transportation District is eligible to participate in the District's 457 deferred compensation plan upon date of hire. Employees may defer up to the statutory limit.

There is a one-time only provision that allows for "catch-up" as provided for by law. Deferred income is not taxable until it is received, and considerable tax can be postponed as the amount of the deferred compensation accumulates with interest.

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

ARTICLE 38. TRANSPORTATION BENEFIT

Regular and provisional employees enjoy the privilege of free, regularly scheduled transportation service on the District's Bus and Ferry systems using their District Identification Card. Employees must pay for transit fares for special services such as the Baseball Ferry.

Regular and provisional employees will receive a Toll Tag (FasTrak) Transponder unique to the District upon hire. The Toll Tag allows employees to cross the Golden Gate Bridge for free when traveling in an automobile as a driver or passenger. Employees must sign an acknowledgement and terms of use agreement in order to receive this benefit. Toll Tags are not valid for toll payments at other facilities, including other bridges, toll lanes, parking lots, etc.

ARTICLE 39. 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.

- a. the employee is excused from duty after two (2) hours or less, the employee is required to report back to work for the remainder of their shift. The amount paid by the court for jury duty will be turned over to the District.
- b. If when dismissed from jury duty there are at least four (4) hours remaining of the employee's shift, the employee is required to return to work. The employee shall receive a full day's pay and the amount paid by the court for jury duty will be turned over to the District. The employee may be required to have the time of dismissal verified.

B. If an employee serves as a witness, on behalf of the District, in connection with their regular District post, the employee is allowed 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 the employee's 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 the employee receives.

ARTICLE 40. RECRUITMENT

Recruitment. The District shall notify the Union of all job openings within the Bargaining Unit covered by this Memorandum of Understanding. When regular positions become available and authorized, the District will post the vacancy within the District, advertise outside as appropriate and at the same time notify the Union of such opening. Positions shall be posted for a minimum of ten (10) workdays. The Union may refer applicants for such openings. The District will provide internal candidates whose applications are rejected with feedback that specifically details why they were not selected and what steps they should take in order to be successful should another position become available.

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

ARTICLE 41. PENSION PLAN

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

Employees hired after the effective date of the CalPERS Retirement Plan (2% @ age sixty (60)), shall be covered by the terms of that Retirement Plan. Employees hired before that date shall remain in the CalPERS Retirement Plan (2.5% @ age fifty-five (55)). As a result of the Pension Reform Act of 2013, employees hired after January 1, 2013, will be enrolled in the CalPERS Retirement Plan (2% @ age 62) unless they are eligible for reciprocal rights, as defined by the Act. If they are eligible for reciprocity, the employee will be enrolled in the District's 2% at age 60 Retirement Plan.

ARTICLE 42. PUBLICATION OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 43. NO STRIKES, WORK STOPPAGES OR LOCKOUTS

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

ARTICLE 44. APPLICABLE LAW AND TERM OF MEMORANDUM OF AGREEMENT

A. The parties hereby acknowledge that this Memorandum of Agreement is subject to the provisions of the Meyers-Milias-Brown Act (Sections 3500 through 3510 of the California Government Code) and all other applicable laws of the State of California.

B. For the purpose of determining the conformance of the provisions of this Memorandum of Agreement with the applicable laws of the State of California, each provision of this Memorandum shall be deemed separate and severable from all other provisions of this Memorandum of Agreement. Should any provision or provisions of this Memorandum of Agreement be found to be 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 Agreement 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 intent of this Memorandum of Agreement.

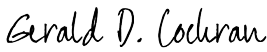
C. In the event that any provision of this Memorandum of Agreement is held invalid, which provision deals with monetary benefits to individual employees, the parties shall meet promptly concerning such provisions.

D. This Agreement became effective May 11, 2023. It will remain in effect until and including August 31, 2025, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify or terminate the Agreement. If such notice or notices are not given, the Agreement shall be deemed to be renewed for the succeeding year.

E. The parties agree that in the event Marin County expresses an interest in having the District operate van service on behalf of Marin County, the parties may, by mutual agreement, agree to reopen the MOIL. The scope of the reopener shall be determined by mutual agreement of the parties.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on this 17th day of May, 2024.

FOR THE DISTRICT

DocuSigned by:

B83F0277FC5A465...
GERALD D. COCHRAN
President, Board of Directors


DocuSigned by:


7AC04E373B3B41A...
DENIS J. MULLIGAN
General Manager

DocuSigned by:


C2E4DB8DB39E43A...
LES BELTON
Deputy General Manager, Bus Division

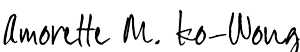
FOR THE UNION

DocuSigned by:

103231DA40E2471...
SHANE WEINSTEIN
President

DocuSigned by:

D6E077FAF30D410...
DAVID HERRERA
Financial Secretary

APPROVED AS TO FORM:

DocuSigned by:

19C3FE91762904DC...
MOLLY L. KABAN
Labor Negotiator/Attorney

DocuSigned by:

F24E4276E3A9411...
AMORETTE KO-WONG
Secretary of the District

APPENDIX A

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

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RESOLUTION NO. 2022-019

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

March 25, 2022

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2022-019
BOARD OF DIRECTORS MEETING OF MARCH 25, 2022
PAGE 2

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

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

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

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

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

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

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

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BOARD OF DIRECTORS MEETING OF MARCH 25, 2022
PAGE 4

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

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

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

- Less than 70 points, retiree does not receive any retiree health benefits paid in whole or in part by the District, other than the CalPERS required minimum employer contribution.
 - c. The District's reimbursement for pre-65 retirees who meet the eligibility requirements described above is limited to the applicable percentage of the premium cost for the lower of either the CalPERS Kaiser or Gold plans. The District's reimbursement for Medicare-eligible retirees who meet the eligibility requirements described above is limited to the applicable percentage of the premium cost for the lower of the CalPERS Medicare Gold or Medicare Platinum plans.
- 4. Contributions/Coverage Applicable to All Retirees (other than bus operator retirees)**
- a. **Pre-Medicare Eligible “Early” Retirees:** Retirees under age 65 who are eligible for District-provided retiree health benefits shall pay a contribution equivalent to the Medicare Part B base premium (as established annually by the Centers for Medicare and Medicaid Services) for the retiree and also for the retiree’s eligible spouse until each individual reaches age 65. The retiree’s age and the spouse’s age are considered separately for determining the contribution owed. These payments shall be made to the District in accordance with District procedures.
 - b. **Medicare-Eligible Retirees:** Retirees over 65 and any eligible spouse over 65 must be enrolled in Medicare Parts A and B and must pay their monthly Medicare Part B premiums. Medicare becomes the primary coverage and the CalPERS -provided supplemental Medicare plan becomes secondary.
 - c. A retiree or his/her spouse who is under age 65 and is covered under Medicare due to a disability shall make the contribution to Medicare. They also must notify the District of their early eligibility for Medicare.
 - d. District policies and benefits programs will include a domestic partner and/or domestic partner dependents in instances where provisions for a “spouse” apply, including any provisions/limitations herein. In no event will the District be responsible for situations where a benefits provider or law does not provide for domestic partner rights and benefits. A domestic partner/dependents must be registered in accordance with the District’s domestic partner policies and program.
 - e. If a spouse/domestic partner and/or dependents is added to a retiree’s medical benefits after the date of retirement, the retiree must pay any additional cost for such coverage. The new spouse or dependent is not eligible for the District's dental, vision or health reimbursement arrangement ("HRA") coverage.

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

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

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

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

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

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

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

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

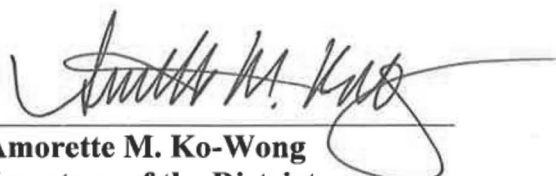
AYES (13): Directors Garbarino, Grosboll, Hernández, Mastin, Melgar, Pahre, Rabbitt, Rodoni, Snyder and Thier; Second Vice President Hill; First Vice President Cochran; President Theriault.

NOES (0): None.

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

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


Michael Theriault
President, Board of Directors

ATTEST: 
Amorette M. Ko-Wong
Secretary of the District

Reference:

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

APPENDIX B

AGREEMENT REGARDING HEALTH CARE BENEFITS PROVIDED PURSUANT TO PEHMCA

APPENDIX B

AGREEMENT REGARDING HEALTH CARE BENEFITS PROVIDED PURSUANT TO PEHMCA

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

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

(a) KAISER

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

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

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

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

(b) CALPERS GOLD:

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

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

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

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

(c) CalPERS PLATINUM:

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

- Single: \$2500
- EE+1/Family: \$5000

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

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

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

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

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

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

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

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

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

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

(c) For Pre-65 retirees who are receiving a CalPERS pension, in addition to their annual HRA funding, if any, they will receive a monthly direct deposit into their bank accounts (up to the amount eligible based on the retiree's health benefit points¹) in the amount of the premium deduction from their CalPERS pension checks, less the Minimum Employer Contribution, which the District pays to CalPERS directly. For those who do not enroll in Kaiser, CalPERS Gold, or CalPERS Platinum, the monthly amount is limited to the amount of the premium of CalPERS Gold, less the Minimum Employer Contribution, which the District pays to CalPERS directly.

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

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

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

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

(c) Minimum Employer Contribution: To determine the MEC, the District will use the graduated method, which allows the employer to gradually increase funding to meet the MEC over a twenty year period, starting with \$1 in year 1.

¹ The points-based system for retiree medical benefit eligibility is set forth in District Resolution No. 2022-019, which is incorporated herein by reference.

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

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

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

7. BUSINESS RULES FOR POST-65 RETIREE HRAs:

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

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

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

(a) When an employee separates from the District, they must have a retirement date for receiving their pension that is within 120 days of separation from District employee to be eligible for retiree medical benefits.

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

APPENDIX C

BUS ADMINISTRATIVE EMPLOYEE JOB CLASSIFICATIONS

APPENDIX C

**Job Classifications
Bus Transit Division
Administrative Employees Unit**

Office Coordinator

Safety and Training Coordinator

Office Assistant

Schedules Analyst

Office Specialist

Senior Operations Analyst

Operations Technician