

Date Issued: April 15, 2020



SUMMARY OF ACTIONS
SPECIAL BOARD OF DIRECTORS MEETING OF APRIL 10, 2020

Resolution No. 2020-018 (April 10, 2020 Board of Directors meeting)

Approves the following actions relative to the Amalgamated Transit Union, Local No. 1575 (ATU) Memoranda of Understanding:

1. Approves the terms of a Memoranda of Understanding with the ATU, whose contract expired on August 31, 2018, and which ratified these terms by a vote of its membership on March 30, 2020, with the major terms as summarized by Director Fredericks at the April 10, 2020, meeting; and,
2. Implements all terms and conditions of the approved Memoranda of Understanding effective March 30, 2020 and through August 31, 2021, with the exception of the ATU Pension Board recommendations, which recommendations will become effective upon action by the ATU Pension Board. In addition, implementation of the recommendations related to CalPERS health benefits will require further action by the Board at a later date.

AMK:EIE:plw

A handwritten signature in blue ink, appearing to read "Amorette M. Ko-Wong". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Amorette M. Ko-Wong, Secretary of the District

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RESOLUTION NO. 2020-018

**AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION
DISTRICT AND THE AMALGAMATED TRANSIT UNION LOCAL NO. 1575**

April 10, 2020

WHEREAS, the Golden Gate Bridge, Highway and Transportation District (District) has engaged in negotiations with Amalgamated Transit Union, Local No. 1575; now, therefore, be it

RESOLVED that the Board of Directors (Board) of the Golden Gate Bridge, Highway and Transportation District hereby authorizes execution of a Memorandum of Understanding between the District and the Amalgamated Transit Union (ATU), Local No. 1575, representing the Bus Operators, for a term commencing on March 30, 2020, through August 31, 2021, which contains the following key elements:

1. An hourly wage rate increase from \$28.80 to \$31.00 on March 30, 2020, followed by an hourly wage rate increase from \$31.00 to \$32.09 on September 1, 2020;
2. An increase in the District's annual contribution to the ATU pension plan, for a total contribution of 32.5% of wages per year;
3. A recommendation to the ATU Trust Board to implement a pension service credit calculation such that an employee will earn a year of pension service credit only if they are in a District-paid status for 215 days per year, calculated on a pro-rata basis, per quarter;
4. Implementation and/or modification of several programs intended to address excessive absenteeism; and,
5. Contracting with CalPERS to provide medical benefits to all current and retired Bus Operators, thereby eliminating the District's own group health plans for Bus Operators.

ADOPTED this 10th day of April 2020, by the following vote of the Board of Directors:

AYES (16): Directors Arnold, Belforte, Fewer, Fredericks, Garbarino, Hernández, Hill, Mastin, Moylan, Rabbitt, Sears, Sobel and Yee; Second Vice President Cochran; First Vice President Theriault, President Pahre.

NOES (0): None.

ABSENT (1): Director Grosboll.

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



Barbara L. Pahre
President, Board of Directors

ATTEST:



Amorette M. Ko-Wong
Secretary of the District

Attachment: Golden Gate Bridge, Highway and Transportation District's and Amalgamated Transit Union Local 1575's Tentative Agreement

ATTACHMENT

Golden Gate Bridge, Highway and Transportation District's and Amalgamated Transit Union Local 1575's Tentative Agreement

The Parties' Tentative Agreement is as follows:

I. **Term:** March 30, 2020 to August 31, 2021.

II. **Wages:**

Date of ratification: Hourly wage increase from \$28.80 to \$31.00.

September 1, 2020: Hourly wage increase from \$31.00 to \$32.09.

III. **Pension:**

1. **Increase in District Contribution:** The District will increase its annual contribution to the ATU pension plan, for a total contribution of **32.5%** of wages per year. There will be no increase in the bus operators' contributions, unless required by law.

2. **Eliminate Deferrals to Health and Welfare Trust:**

a. To help pay for the pension contribution increase, the 2% of wages that currently is deferred to the ATU Health and Welfare trust will be eliminated.

b. Per an earlier agreement with the ATU, the District currently defers \$160,000 of its pension contribution to the ATU Health and Welfare Trust. This deferral will be eliminated, and the \$160,000 will be directed back to the pension.

3. **Implement A Standard For Earning Service Credit:** To help the pension plan become financially solvent, the awarding of service credit to employees who are not working (and thus not making pension contributions) must be curtailed. Thus, the District and the ATU agreed to recommend to direct their ATU Pension Board Trustees to modify the pension plan such that **bus operators must work a total of 215 days in a fiscal year to earn a full year of service credit.**

The Pension Board will implement these changes by July 31, 2020. If it fails to do so, the District's additional contribution to the pension plan will cease.

IV. **Attendance:**

1. Language related to patterns of absence will be eliminated as it has been confusing and largely ineffective.

2. **Educational Program:** The District and the Union will work together to create a program to educate the bus operators on the importance of having a workforce that understands all of the elements of and effects involved in excessive absenteeism in the workplace.

3. Modify occurrence program as follows:

Occurrences do not roll off when an employee is absent for five or more days. The employee will return to work after the absence with the same number of occurrences as prior to the absence. The dates occurrences are scheduled to roll off will be extended by the number of days of the absence.

	A	B
OCCURRENCE #	Current	District Proposal for: Unexcused Absences, No Shows & sick/injury absences
Freebie	Nothing	NO CHANGE
Freebie	Nothing	NO CHANGE
1	Nothing	No Change
2	Nothing	No Change
3	Nothing	No Change
4	Verbal (in writing)	No Change + Educational Materials
5	Nothing	Written Reprimand + in person counseling ("Serious" meeting)
6	Written Reprimand	1-Day Suspension
7	Nothing	5-Day Suspension
8	Up to 5-day suspension	30-Day Suspension
9	Nothing	DISCHARGE
10	Discharge	Eliminate
2 nd 8 th	30-day suspension	Eliminate
3 rd 8 th	Discharge	Eliminate

4. Medical Certification as evidence in support of request for medical leave:

Before a Medical Leave of Absence (MLOA) is granted, employees must provide a written **doctor's note from the treating medical provider** stating that the employee has a serious medical condition within the meaning of the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA), with sufficient information as to the employee's functional limitations and providing the probable duration of the medical condition. The District will review the request to determine whether the employee can be accommodated on the job or if a MLOA is most reasonable. MLOA will be provided as allowed as long as the employee submits an updated written doctor's note every 30 days. The District may request a Fitness for Duty upon release to return to work.

Alternatively, an employee may apply for FMLA/CFRA according to District policy. **MLOA runs concurrently with unpaid FMLA/CFRA.**

5. **Medical Benefits While On Leaves Of Absence:** To eliminate patterns of repeated, extended medical leaves, Article 17.5 will be modified as follows:

. . . During such medical leaves of absence the District shall only be obligated to maintain the employees' health and welfare benefits for a period of nine (9) months. An employee who is on sick leave or disability leave and returns to work for a period of less than ~~forty-five (45)~~ **one hundred (120) calendar** days and then goes back on sick leave or disability leave shall be considered as not having broken the leave period from which he or she presently returned.

6. **Increase Required Notice For A Sick Call:** When calling in to notify the District that they will not report to work, employees must give at least 45 minutes notice prior to the scheduled report time for a run. If the employee fails to give proper notice, the absence will be considered a no-call/no-show.

7. **Extend the Perfect Attendance Bonus:**

Modify Article 43.2.E as follows: All operators with perfect attendance for the full calendar year will ~~be eligible for an additional incentive drawing of a \$600 cash award. Only one such cash amount will be awarded for the full year~~ receive a \$600 cash award.

V. Active Medical:

The District will contract with CalPERS to provide medical benefits to the bus operators. All bus operators will enroll in medical plans in the CalPERS system. The District will no longer maintain its own group health plans for bus operators. This will allow the District to provide the same or similar benefits to the operators at a significantly lower cost.

VI. Retiree Medical:

1. The District will contract with CalPERS to provide medical benefits to the ATU retirees. All ATU retirees will enroll in medical plans in the CalPERS system. The District will no longer maintain its own group health plans for ATU retirees. This will allow the District to provide the same or similar benefits to the retirees at a significantly lower cost.
2. Retirees that are covered by a spouse's medical benefits may opt out of District coverage. They will receive an annual payment of \$3000 in lieu of retiree medical benefits.
3. Consistent with the rest of the District, a point system will be implemented to determine eligibility for full retiree medical, as follows:

FOR CURRENT EMPLOYEES

Minimum Age of retirement is increased from 50 years to **52** years.

When minimum age (52) plus years of service total a number of points equal to:

- 75 points, retiree receives health benefits at same levels as active employees.

- 70-74 points, retiree pays **20%** of COBRA cost base of health benefits plus same benefits as active employees;
- Less than 70 points, retiree has access to CalPERS medical plan but receives only the minimum required contribution, implemented in steps over a 20 years period, starting at \$1 for the first year.

Employees will be eligible for family medical benefits when they achieve 15 years of service.

FOR NEW EMPLOYEES (HIRED AFTER RATIFICATION)

Minimum Age of retirement is increased from 50 years to **55** years.

When minimum age (55) plus years of service total a number of points equal to:

- 80 points or higher, retiree receives health benefits at same benefits levels as active employees;
- 75-79 points, retiree pays 20% of COBRA cost base of health benefits plus same benefits levels as active employees;
- 70-74 points, retiree pays 30% of COBRA cost base of health benefits plus same benefits levels as active employees;
- Less than 70 points, retiree has access to CalPERS medical plan but receives only the minimum required contribution, implemented in steps over a 20 years period, starting at \$1 for the first year.

Employees will be eligible for family medical benefits when they achieve 15 years of service.

VII. *Miscellaneous:*

1. **Article 64. Probation:** The probationary period begins on the first day of scheduled work following graduation from the new bus operator training program instead of the hire date.
2. The ATU will revoke its notice to discontinue the workers' compensation alternative dispute resolution procedure.