

Workers' Compensation
Alternative Dispute Resolution Program Agreement

Between

Golden Gate Bridge, Highway and Transportation District
and Amalgamated Transit Union, Local No. 1575

This Workers' Compensation Alternative Dispute Resolution Agreement ("Agreement") is entered into on the 26th day of July, 2016, by and between the Golden Gate Bridge, Highway and Transportation District ("District") and the Amalgamated Transit Union, Local 1575 ("ATU"), on behalf of its represented members, pursuant to the authority granted to the parties in California Labor Code section 3201.7.

RECITALS

Whereas the parties are desirous of entering into an agreement whereby represented employee members of ATU will receive benefits and resolve all disputes for claims arising under Division 4 of the California Labor Code ("Workers' Compensation Law") pursuant to the process and procedures authorized under California Labor Code section 3201.7; and,

Whereas the parties intend that this Agreement not diminish certain statutorily guaranteed rights of employees or the District; nor erode or impair the rights of individual employees to compensation payments for total or partial disability, supplemental job displacement benefits, medical treatment, and any other benefits as may be required by California law; and

Whereas the parties intend that the implementation of the Alternative Dispute Resolution program ("ADR program") will generate savings to the District, and as the agreement of the ATU is required to implement this ADR program, it is agreed that the ATU will receive an agreed upon portion of the net savings per Article 26, Section 5, of the "Memorandum of Understanding between Golden Gate Bridge, Highway and Transportation District Bus Transportation Division and Amalgamated Transit Union, Local Division #1575" for the term of March 1, 2015, through August 31, 2018.

Wherefore, the parties hereto agree as follows:

PURPOSE AND INTENT

The parties to this Agreement recognize that protracted case resolution resulting from the technical and complex nature of the statutory dispute resolution process inhibits the ability of the District to provide service to the public and delays injured members covered by this Agreement to prompt and efficient access to all Workers' Compensation benefits, including quality medical treatment and timely return to work. The parties to this Agreement also recognize that a program that accelerates the delivery of quality medical treatment, return to work, and overall claim resolution also reduces loss development that in some cases grows at a protracted rate over time. Further, the parties seek to improve labor-management relations between the District and the ATU through the cooperation necessary to construct and oversee this program.

It is the intent of the parties to this Agreement to construct an ADR program authorized by California law which will provide those injured ATU retired and active members covered by this Agreement, who claim to have sustained injuries or illnesses compensable pursuant to the Workers' Compensation laws of the State of California with:

- a) timely and efficient determination of claims status;
- b) timely and efficient access to high quality medical care;
- c) the best opportunity reasonably possible to return to work in a timely fashion;
- d) an alternative dispute resolution program that provides the best opportunity reasonably possible to:
 - i. promote the efficient, timely, and fair resolution of all disputes that arise in the processing of claims including, but not limited to, the compensability of claims within the jurisdiction of this program;
 - ii. prevent disputes, and reduce the frequency and severity of disputes that do arise, that otherwise delay treatment, a timely return to work, and the ultimate resolution of the claim; and
 - iii. provide the foregoing on a stable and long-term basis.

The parties intend that this Agreement will not:

- a) diminish, erode, or impair the substantive rights of the District or of individual retirees or active employees to compensation payments for total or partial disability, supplemental job displacement benefits, medical treatment, and any other benefits as required by California law to be fully paid for by the District; or
- b) impair, restrict, or condition the rights of the District or of a retired or active employee member to be represented by legal counsel of the individual's choosing throughout the entire ADR program; or
- c) impair, restrict, or condition the rights of the District or of a retired or active employee to pursue legal remedies and appeals after exhausting the ADR program procedures as allowed under the Labor Code.

The parties further intend that this Agreement create an enhanced method to provide Workers' Compensation benefits in a way that improves labor-management relationships, and has the potential to benefit all parties. It is understood that there will be certain inefficiencies associated with the implementation of this Agreement. Such inefficiencies shall be recognized by the parties through ongoing communication, participation, and assessment of the effectiveness of the ADR program.

It is agreed that the parties will make every good faith effort to apply the terms of this Agreement consistent with the intent of the parties as expressed above.

Section 1. General Provisions

1.1 Term of Agreement. This Agreement shall become effective on the issuance of a recognition letter by the Administrative Director of the Division of Workers' Compensation of the Department of Industrial Relations and is subject to approval of the Board of Directors of the District, the ATU, and the California Department of Industrial Relations. The Agreement shall remain in effect until August 31, 2018, and continuing year to year thereafter unless otherwise agreed by the parties. However, either party may give written notice to the other party at least

sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Agreement. Any such change or termination must be through mutual consent. Unless otherwise specifically noted in this Agreement, any reference to "days" shall mean calendar days. If this program is terminated, it is the intent of the parties that those claims (including cumulative injuries that allegedly began before the Agreement but the claim was not filed until after the Agreement was in effect) with dates of injury or illness occurring during the period of the program, or those claims which have been submitted pursuant to the "opt in" provision of Section 1.3(b), shall continue to be covered by the terms of this Agreement. Regardless of the effective date of this Agreement, the formal jurisdiction of this program shall commence on a date agreed upon by the Joint Committee and reduced to writing in a memorandum issued by the Joint Committee to the District and the ATU, as described in Section 1.8 of this Agreement.

1.2 This Agreement shall constitute the complete understanding of the parties with regard to the issues addressed herein, as well as Article 26, Section 5, of the bargained Memorandum of Understanding (MOU) between the two parties. Nothing in this Agreement shall be considered or construed as a modification of the substantive provisions of California Workers' Compensation Law except as specifically set forth herein in accordance with Labor Code section 3201.7 or any rules adopted pursuant to this Agreement.

This Agreement is not intended to diminish any right to compensation that injured employees, or the District as the employer, are entitled to under the Workers' Compensation laws of the State of California. The parties acknowledge that no retired or active employee covered by this Agreement or the program established herein will lose or compromise any substantive right allowed by law.

1.3 Workers' Compensation Appeals Board Jurisdiction. As to all **claims with dates of injury on or after the effective date of this ADR program**, as agreed to by the District and the ATU, it is the intent of the parties to replace all dispute resolution procedures set forth in the California Labor Code with those dispute resolution procedures outlined herein to the greatest extent allowed by law. In any conflict, the provisions of this Agreement shall take precedence over the provisions of the California Labor Code, but only so far as permitted by Labor Code

section 3201.7. This program shall be used in place of the filing of an application with the State of California Workers' Compensation Appeals Board ("WCAB") for any injuries or claims that would otherwise be subject to the initial jurisdiction of the WCAB. **This program is the sole means of dispute resolution, and no dispute shall proceed to the WCAB until it has completed the processes defined and established by this Agreement.**

- a) Any application filed with the WCAB with an alleged date of injury occurring on or after the effective date of this ADR program shall be dismissed and removed to the jurisdiction of this ADR program unless this program is terminated in accordance with the terms of the Agreement.
- b) Any retired or active employee with an active or pending **claim filed with the WCAB before the effective date of this ADR program may be permitted to "opt in" to the ADR program.** Upon written request by the retired or active employee to the District and the ADR Director of the intent to participate in the ADR program, the ADR Director shall take all necessary and appropriate steps to evaluate the feasibility of transitioning the previously filed claim(s) and proceedings to the ADR program. As a condition of the retired or current employee's participation in the ADR program, the Joint Committee shall establish conditions and requirements for participation including, but not limited to, dismissing any and all pending applications with the WCAB (see Section 2.3(c)), executing written acknowledgements of the terms of this ADR Agreement and waivers of certain procedural Workers' Compensation rights. The ADR Director shall make recommendations to the Joint Committee as to whether a previously filed claim shall be accepted into the ADR program.

1.4 The terms of this Agreement shall apply only to District employees and retirees who are, or upon retirement were, members of Local 1575 of the ATU.

1.5 This Agreement shall apply only to injuries or illnesses compensable or alleged to be compensable under the Workers' Compensation laws of the State of California, including all claims, defenses, lien claims, and Serious and Willful Misconduct claims (Labor Code Section 4551, et seq.). Further, this Agreement applies to injuries, as defined by Workers' Compensation Law, claimed by:

- a) active employees who are injured on or after the effective date of this agreement;
- b) active employees who were injured before the effective date of this agreement who would like to “opt in” to this program;
- c) retirees who, while active employees, made a claim alleging injury or illness;
- d) retirees who, while active employees, made a report, consistent with District policy, of an industrial incident that may lead to injury or illness; and
- e) any retiree or active employee who “opts in” to the ADR program pursuant to Section 1.3(b) above. Subject to the “opt in” provisions of Section 1.3(b), this Agreement does not cover post-retirement amendments to claims filed prior to the term of the Agreement.

1.6 Since section 132a of the Labor Code is not contained within Division 4 of the Labor Code, and since section 3201.7 applies only to Division 4 of the Labor Code, discrimination claims filed under section 132a may be litigated only within the program by the written agreement of the injured member/employee and the District.

1.7 The District may delegate to its Third Party Administrator for managing Workers’ Compensation claims the performance of its obligations under this Agreement, but it may not relieve itself of the legal responsibility for those obligations.

1.8 Joint Committee. This Agreement establishes a Joint Committee which shall:

- a) hold the exclusive authority to administer the ADR program including, but not limited to, the authority to enforce the terms of the Agreement, establish policies, manage the implementation of the ADR program, and promulgate and modify any rules of the program;
- b) establish rules and procedures to guide the internal governance of the Joint Committee;
- c) be made up of three (3) members selected by the ATU and three (3) members selected by the District. The Joint Committee shall vote in blocks, with the Union contingent having one vote and the District having one vote. An alternate may be predesignated and substituted for a regular member of the Joint Committee who is unable to attend a Joint Committee meeting;
- d) meet as they deem necessary, but no less than once each month for the first six (6) months from the date of this Agreement, and quarterly thereafter. The meetings shall be held alternatively at the District offices and the ATU office unless otherwise agreed by the parties.

An agenda of each meeting shall be provided to all members of the Joint Committee at least one (1) week prior to the meeting date;

- e) select an ADR Director, Ombudsperson, and authorized Mediators and Arbitrators. The Joint Committee also has the authority to adopt rules of practice and procedure for the ADR Director, Ombudsperson, Mediators, and the Arbitrators as they deem necessary to execute the letter and spirit of this Agreement. The Joint Committee may establish other duties and assignments consistent with the position of ADR Director or the Ombudsperson. The Joint Committee may establish other positions which are necessary to effectively accomplish the goals and purposes of this Agreement; and
- f) refer all issues of safety that it becomes aware of during the course of this process to the joint labor-management Safety Committee established by the parties pursuant to Article 54 of the MOU. This Agreement obligates the parties to continue the Safety Committee even independent of the requirement in the MOU.

1.9 Dispute Resolution Committee. Any disputes that arise between the members of the Joint Committee where action must be taken to administer the program and cannot be resolved, shall be submitted to a three-member "Dispute Resolution Committee" comprised of the ADR Director, and one Joint Committee member each from the ATU and District. Any two members shall be authorized to seek resolution of a dispute by the Dispute Resolution Committee upon impasse. The Dispute Resolution Committee is to be guided by the terms of this Agreement and authorized to interpret this Agreement but not create additional terms. Unless agreed by the parties, any meetings of the Dispute Resolution Committee shall be scheduled within sixty (60) days and an award issued thirty (30) days after submission.

1.10 Roles of Positions Authorized by the Joint Committee

- a) Payment. For purposes of this Agreement only, the parties recognize that all costs of the ADR program are expected to be included in the calculation of any savings realized from the program. In accordance with Article 26, Section 5 of the MOU, the savings formula based on the Third Party Administrator's check registry paid during a fiscal year shall be interpreted to include all costs associated with the ADR program. Costs for professionals who have been part of the Workers' Compensation process historically, shall be allocated to

the employee's case file. This includes, but is not limited to, the Mediators, Arbitrators, Medical Provider Network, Nurse Advocates, Medical-Legal Experts, Court Reporters, Interpreters, etc.

- b) Independent Discretion. All ADR professionals retained to provide professional ADR services within the jurisdiction of this ADR program, shall exercise independent discretion in fulfilling the responsibilities required under this ADR Agreement on a case-by-case basis. While the Joint Committee holds the responsibility for supervising these ADR professionals to assure quality performance in fulfilling their obligations under this ADR Agreement, it is also understood by the parties to this ADR Agreement that in order for these ADR professionals to maximize their effectiveness, their independence and credibility with all parties involved in claims within the jurisdiction of this ADR program must be protected.
- c) ADR Director shall:
- i. oversee the work of the Ombudsperson and other ADR professionals on an ongoing basis, train the other ADR professionals in conjunction with training the claims staff assigned to this program, attend Joint Committee meetings, and assist in the gathering and submission of data required to be provided to the Division of Workers' Compensation annually or as required by law;
 - ii. conduct mediations and provide a written report outlining the issues in dispute and the disposition of the mediation session. While the ADR Director may act as a Mediator in certain circumstances, a panel of Mediators will be available for use when the Director deems it in the best interest for the parties; and
 - iii. take all necessary and appropriate steps to evaluate the feasibility of transitioning previously filed claim(s) and proceedings to the ADR program. The ADR Director shall make recommendations to the Joint Committee as to whether a previously filed claim shall be accepted into the ADR program.
- d) Ombudsperson shall:
- i. consider the interests of the District and the injured ATU members in performing his/her duties. In that regard, he/she should provide aid, counsel, and advocacy for an individual injured ATU member in an effort to establish common interests with the District so that disputes can be prevented or efficiently resolved within the ADR

- program;
- ii. be proactive and seek to identify potential disputes before they occur, where possible, and attempt to ensure that all injured ATU members are receiving the compensation to which they are entitled;
 - iii. not be responsible for timely completing or filing ADR forms or other documents for the employee, as this is the employee's responsibility. However, the Ombudsperson may assist in the completion of forms if requested; and
 - iv. receive all documents filed with the ADR program and will assign case numbers to each claim filed and will keep an electronic claims file containing all documents related to the claim. To the extent possible, claim numbers shall be consistent with claim numbers customarily established by the Third Party Administrator Claims Examiner, the WCAB, or the District.
- e) Three (3) Arbitrators shall:
- i. be selected and assigned to the Arbitrators Panel by the Joint Committee;
 - ii. be attorneys or retired Workers' Compensation Judges knowledgeable in the field of California Workers' Compensation. The Arbitrators shall be responsible for adjudicating all disputes between the injured employee and the District arising out of the submission and processing of Workers' Compensation claims covered by this Agreement; and
 - iii. have authority to include in any award all relief available from a Workers' Compensation Judge including, but not limited to, enhancements to compensation due to any unreasonable delay in the payment of compensation by the District as provided for by law, and/or Labor Code section 4553 and/or attorneys' fees and costs. The Arbitrator is authorized to resolve all liens not settled by the parties, provided that written notice of the time and place of the arbitration is given to the lienholders advising them of the right to appear and present argument and testimony in support of their lien claim. The Arbitrator does not have the authority to award any relief that is not available to a Workers' Compensation Judge.

1.11 If any provision of this Agreement or its application is held invalid, the invalidity will not affect other provisions or applications of this Agreement that can be given without the invalid provisions or applications, and thus the provisions of this Agreement are deemed to be

severable.

1.12 From time to time, this Agreement may be modified by the mutual written agreement of the District and ATU. While the initial term ends August 31, 2018, it may be necessary to adjust the program prior to that date to assure the program is being maximized and is consistent with the program intent.

Section 2. Workers' Compensation Claim Dispute Prevention and Resolution

2.1 All disputes involving Workers' Compensation claims within the jurisdiction of this ADR program, including medical disputes, shall be subject to this dispute prevention and resolution process. It is the intent of the parties to this ADR Agreement that the filing of a DWC Form 1 Claim Form shall satisfy the statute of limitations and commence proceedings for all purposes for all claims within the jurisdiction of this ADR program.

2.2 The component steps of this dispute prevention and resolution process are:

- a) The Ombudsperson;
- b) The ADR Director in his/her mediation role;
- c) Arbitration; and
- d) Appeal by Petition for Reconsideration to the Workers' Compensation Appeals Board

2.3 Step A – Ombudsperson.

- a) In the event of the reporting of an injury or illness regarding an employee covered by this Agreement, the District or its Third Party Administrator shall notify the Ombudsperson within one (1) working day of receipt by the Third Party Administrator of the first notice of injury/illness, and provide the name, address, and telephone number of the injured employee. Thereafter, copies of the initial claim form, all medical treatment reports, all medical-legal reports, all notices to the injured employee denying, reducing, terminating, or renewing compensation, all pleadings, and any other documents of significance, other than documents that constitute attorney work product or other privileged documents, shall be served on the

- Ombudsperson electronically as soon as possible, but no later than two (2) days of receipt.
- b) The Ombudsperson shall contact each injured member within the jurisdiction of the program as soon as possible, but no later than two (2) days of receipt of notice of the injury, unless extended on a showing of good cause. Conversations between the Ombudsperson and the injured member, or the Ombudsperson and the District, or its Third Party Administrator, are confidential (see Evidence Code section 1115, et seq.). Injured members may contact the Ombudsperson with any questions to seek clarification, or when they believe they are not receiving compensation to which they are entitled, or have any other concern or dispute arising out of the processing of any claim.
 - c) **Applications filed with the WCAB** with an alleged date(s) of injury occurring on or after the effective date of this ADR program, and those applications that were filed prior to the effective date and have been accepted by the Joint Committee, shall be immediately dismissed and removed to the jurisdiction of this ADR program which is the sole means of dispute resolution for claims within the jurisdiction of this program. Every issue regarding the transfer of a claim from the WCAB to this program shall first be submitted to the Ombudsperson who shall seek a voluntary resolution of the issue, prior to filing any petitions, motions, declarations of readiness to proceed, or any other documents or actions with the WCAB.
 - d) Where there is an acceptance, delay, or denial of a claim, or there is a change of position by the Third Party Administrator's Claims Examiner, the Ombudsperson shall be advised forthwith by the claims department and shall then advise each injured member no later than five (5) working days of the stated position of the Claims Administrator. The five-day period may be extended by agreement, or on a showing of good cause.

2.4 Step B. Mediation.

- a) No dispute may proceed to mediation until the Ombudsperson has been advised of all the issue(s) in dispute and has had an opportunity to resolve the dispute. Where the Ombudsperson is unable to resolve a dispute, any party, including the Ombudsperson, may request mediation of the dispute.
- b) The Ombudsperson shall, in his/her discretion, schedule a mediation where it is necessary to

move a case toward resolution or is in the best interest of the program. With the approval of the ADR Director, the Ombudsperson may, at his/her discretion, attend any mediation if necessary to move the claim toward resolution or if necessary to further the interests of the program.

- c) Except where good cause exists, or unless the parties agree otherwise, the mediation process will be conducted by the ADR Director and be concluded within thirty (30) calendar days of the request for mediation.
- d) In cases where the ADR Director determines it is in the interest of the parties, a Mediator will be selected from a preapproved panel of Mediators.
- e) The Mediator (or ADR Director who is acting as a Mediator) shall conduct the mediation and shall provide a written report outlining the issues in dispute and the disposition of the mediation session.

2.5 Step C - Arbitration. In the event that any dispute is not resolved in mediation, the matter may be set for arbitration at the request of either party.

- a) The Ombudsperson shall, as soon as practical, appoint an Arbitrator from the list of those Arbitrators chosen by the Joint Committee.
- b) The Ombudsperson may, at his/her discretion, attend any arbitration if necessary to move the claim toward resolution or if necessary to further the interests of the program. The Ombudsperson shall secure the approval of the ADR Director when attending an arbitration. The Ombudsperson may provide general assistance to the injured member, if unrepresented, but may not act as the injured member's attorney or representative.
- c) The Arbitrator shall apply the same presumptions of compensability statutory construction and rules of admissibility of evidence as would a Workers' Compensation Administrative Law Judge, and shall have the same authority as a Workers' Compensation Administrative Law Judge over discovery, the production of documents, the issuance of subpoenas, and other procedural matters related to the hearing.
- d) The Joint Committee shall promulgate specific rules for the location of the hearings, but unless good cause exists, all arbitration hearings must take place in the greater Bay Area.
- e) All arbitration hearings shall be recorded by a certified court reporter and such record, including documentary evidence, shall be retained by the Arbitrator unless the parties

agree to other methods of creating a record.

- f) The Arbitrator shall file with the Ombudsperson and serve on the parties and counsel his/her findings of fact, conclusions of law, orders and opinion within thirty (30) days of the submission of the matter for decision which shall be final and binding except for any appeal to the WCAB Appellate Panel.

2.5 Step D – Appeal to WCAB. Any such appeal to the California Workers' Compensation Appeals Board shall be in the same manner as provided for reconsideration of a final order, decision, or award made and filed by a Workers' Compensation Judge and by the California Court of Appeals. Any finding of fact, award, order, or decision of the Arbitrator shall be in the same form and have the same force and effect as findings of fact, award, order, or decision of a California Workers' Compensation Judge.

2.6 Nothing in this Agreement shall be interpreted as restricting in any way the District's or an injured member's right to retain legal counsel, per Labor Code section 3201.7. The ATU, the District, and the Joint Committee shall not be responsible or liable for any attorneys' fees associated with representation of any member. Attorneys' fees shall be established consistent with California Workers' Compensation law. The terms and conditions of any agreement between an employee and the employee's retained legal counsel are not subject to this Agreement nor does this Agreement in any fashion alter or replace any or all California law applicable to an agreement between an attorney and a worker pursuing Workers' Compensation benefits.

2.7 All parties shall have the right to discovery as per the California Labor Code and California Code of Regulations.

2.8 In the event of a lien dispute, any lien claimant allowed to file a lien claim in the statutory system shall be allowed to file a lien claim in this ADR program where the alleged right to file stems from activity in a claim within the jurisdiction of the ADR program. The Ombudsperson, at the request of the District or a lien claimant, may bypass the mediation step in the dispute resolution process and set the lien dispute immediately for arbitration, if the Ombudsperson is unable to resolve the dispute.

2.9 The scheduling and cost of interpreters will be handled pursuant to Workers' Compensation law. The ADR Director and/or Ombudsperson shall have the authority to select an appropriate interpreter if one is required.

2.10 The ADR Director and/or Ombudsperson shall have the authority to appoint assigned permanent disability raters as necessary.

2.11 The ADR Director or an assigned Arbitrator must approve all settlements by determining their adequacy based upon the evidentiary record and standards consistent with the Workers' Compensation laws.

2.12 All documents filed by any party with the ADR program regarding claims within the ADR program shall be filed with the Ombudsperson or any other place or designee as determined by the Joint Committee.

Section 3. Medical Treatment

3.1 Medical Provider Network (MPN). The parties shall review the existing MPN for health care providers authorized to provide treatment to those injured within the jurisdiction of the ADR program.

- a) This network shall be identified in writing and made available to those utilizing this program. It is recognized that the MPN will require periodic review to assure that health care providers are available in various geographic areas as well as for various specialties. Except in emergencies, this network shall be the exclusive source of all medical treatment provided under this program.
- b) An injured employee shall have the right to choose any of the authorized medical providers that offer treatment consistent with the nature of the injuries. A pre-designated medical provider may be used at the onset of the ADR program; however, this option is subject to review by the Joint Committee and may be changed at the discretion of the Joint Committee.

- c) In the event that there is no authorized provider within the appropriate medical specialty to provide the treatment required, the authorized primary treating physician shall recommend a provider or providers that he/she believes is best qualified to provide the treatment required.
- d) In an emergency, an injured employee covered by this Agreement may seek treatment from a health care provider or facility not authorized by this Agreement for the purpose of obtaining emergency treatment only. Treatment shall be transferred to an authorized provider as soon as possible, consistent with sound medical practices.

3.2 Nurse Advocates. The parties shall select Nurse Advocates who shall be accessible to those District employees and representatives responsible for processing, facilitating, or evaluating injured workers' claims; any injured employee within the jurisdiction of this ADR program; the Ombudsperson; and the Claims Examiner, for the purpose of answering medical questions and interacting with medical providers as medically appropriate for the purpose of facilitating the provision of the best possible medical care as efficiently as possible. Nurse Advocates shall both promptly respond to any contact by an injured employee within the jurisdiction of the program and contact injured employees when instructed to do so by the Ombudsperson or the ADR Director. The dissemination of information from any communications between the Nurse Advocate and the District representative is subject to the privacy rights of the injured worker. This Agreement is not meant in any way to abrogate, impair, or curtail the privacy rights of an injured worker.

3.3 Disputed Compensability. Where compensability is in dispute and the District is denying responsibility for the payment of medical treatment, the injured employee is not required to obtain treatment by an authorized provider, pending the resolution of the issue of compensability.

3.4 Structured Return-to-Work Program. It is the intent of the parties and a primary goal of the ADR program, and therefore a directive to the Joint Committee, that to the greatest extent reasonably possible, injured employees shall be returned to work as soon as practical. Such early return to work shall occur only where the light or modified work offered is consistent with any restrictions imposed by the injured employee's treating physician. Modified work shall be based

on the ATU and District's Structured-Return-to-Work program for Bus Operators which was negotiated separate from this Agreement.

Section 4. Medical Evaluation

4.1 The parties shall establish a network of Medical-Legal Examiners to serve as the exclusive source of comprehensive medical-legal evaluations within the jurisdiction of this program. Any issue of the appropriateness of medical treatment shall be resolved in this program and shall be submitted to the appointed Medical-Legal Examiner. It is the parties' intent to not utilize the independent medical review provisions of Labor Code section 4616.4 and the regulations thereunder.

4.2 The injured employee and the District may each schedule an appointment with a Medical-Legal Examiner in any medical specialty relevant to the case in dispute. Absent good cause to the contrary, the injured employee shall be entitled to one examination with a Medical-Legal Examiner in each relevant specialty. Any dispute regarding whether a report in any particular medical specialty is relevant shall be submitted to mediation and, if necessary, arbitration. The Ombudsperson shall also have the authority to schedule a medical-legal exam if necessary to move the case toward resolution or it is found to be in the best interests of the program. The selected Medical-Legal Examiner in each case has the authority to resolve any question that requires independent medical-legal review.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on this 26th day of July, 2016.

Executed at San Rafael, California

FOR THE DISTRICT

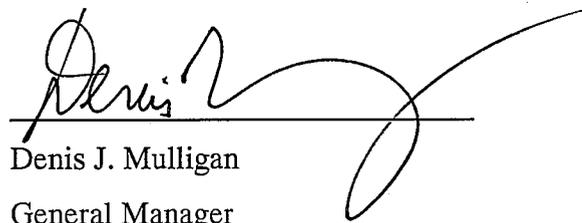
FOR THE UNION



Dick Grosboll
President, Board of Directors



Blake Lewis
President



Denis J. Mulligan
General Manager



Shane Weinstein
Executive Board Member



Teri Wheeldon Mantony
Deputy General Manager
Bus Transit Division



David Herrera
Executive Board Member