

SORTA and ATU Local 627 – SIDE LETTER

April 4, 2017

Upon execution of this Side Letter, the parties agree to the following revision to Section 31(g). This revision will not become effective until open enrollment for the 2018 Health Insurance plan year. Thereafter and for the remainder of the current bargaining agreement, this revision will remain in effect.

The parties further agree to incorporate this revision as a Tentative Agreement when they meet to negotiate a successor to the current bargaining agreement which expires on October 31, 2018.

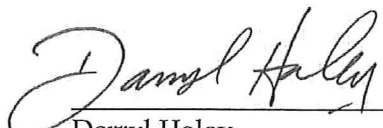
Section 31(g): CURRENT AND NEWLY HIRED OPERATORS

(g) Operators covered by this section will be eligible for High Deductible Health Plan or PPO medical coverage and CIGNA or Dental Care Plus dental coverage, in accordance with Sections 11 and 12 of the Agreement respectively. However, Operators covered by this Section 31 are not eligible for the Health Insurance "OPT-OUT" Plan.


The waiting period for these benefits will comply with the "Affordable Care Act" dated March 23, 2010, as amended. The Authority reserves the right to modify the coverage, plan, or carrier based on the cost, subject to Section 11(a).

Section 125 Plan

Metro will offer to operators covered by this section on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified medical/dental/vision expenses and dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

 4-4-17

Darryl Haley date
SORTA Executive Vice President

 4-5-17

Troy Miller date
President/Business Agent ATU Local 627

SETTLEMENT AGREEMENT

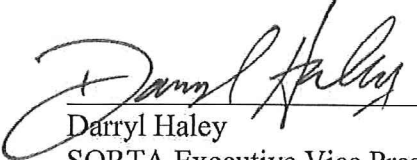
This Settlement Agreement (“Agreement”) is entered into by Amalgamated Transit Union, Local 627 (“Union”), and the Southwest Ohio Regional Transit Authority (“SORTA”). On June 9, 2016, the Union, on behalf of Operators covered by Section 31 of the labor agreement, grieved the eligibility of these Operators for the Section 125 Plan Flexible Spending Account (FSA) benefit (“the Grievance”).

Further review of the circumstances involved in this matter has led ATU 627 and SORTA to agree to the following terms and conditions in resolution of this grievance.

1. In resolution of the grievance, the parties shall execute a separate Side Letter that revises Section 31(g) of the labor agreement. Upon execution of the Side Letter and this Settlement Agreement, the Union shall withdraw the Grievance with prejudice. The parties shall split and pay for, in equal shares, the costs and expenses of neutral arbitrator Thomas Skulina for his attendance at the March 13, 2017 hearing.
2. By agreeing to the terms herein, neither the Union nor SORTA waive its right to advance a bargaining proposal at the next collective bargaining negotiations to address this issue moving forward after the expiration of the current CBA.
3. The parties agree that if any part, term, or provision of this Settlement Agreement is found to be illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other terms or provisions of this Agreement and/or the parties’ labor agreement. This Agreement shall be governed by Ohio law.
4. The parties acknowledge and agree that acceptance of these terms and conditions is a full and final settlement of this matter, including but not limited to the grievance.
5. All parties agree that they are freely and voluntarily entering into this Agreement with a full and complete knowledge and understanding of its contents.

SORTA

ATU Local 627


Darryl Haley 4-5-17
date
SORTA Executive Vice President


Troy Miller 4-5-17
date
President/Business Agent ATU Local 627