

SETTLEMENT AGREEMENT

On February 1, 2011, a grievance was filed by Erika Howard regarding her January 21, 2011 termination. Pursuant to the grievance process, the Union, Amalgamated Transit Union, Local 627, demanded arbitration of the grievance. The arbitration was assigned FMCS Case No. 110329-02139-6. After further considering the matter, SORTA and the Union have decided to settle the above-referenced grievance on the terms and conditions set forth below.

1. The parties agree that acceptance of these terms and conditions is a full and final settlement of this matter, including but not limited to FMCS Case No. 110329-02139-6. The parties acknowledge and agree that the terms of this settlement agreement set forth in paragraph 2 below are being made on a no-precedent basis. All parties agree that they are freely and voluntarily entering into this Agreement with a full and complete knowledge and understanding of its contents.

2. Erika Howard shall be reinstated by SORTA as an Operator, without back pay or benefits, and further contingent upon (a) Howard being medically released to return to work and demonstrating proof of such status to SORTA; (b) Howard contacting SORTA's Human Resources department by the close of business Friday, December 2, 2011 to begin the return to work process; (c) Howard possessing a valid CDL license consistent with the requirements of the Operator position; and (d) Howard completing in a timely manner, but in no event later than December 31, 2011, any and all other prerequisites for return to work. If Howard does not meet these requirements, then SORTA will not be required to reinstate her.

3. Further, it is agreed that solely for purposes of coverage under the January 8, 1960 Agreement between Cincinnati Transit Company and the Union, and for no other purposes, 28-hour employees will become subject thereto only after being employed by SORTA for at least twelve (12) continuous months of service and working 2080 hours. The probationary period for 28-hour employees will count toward the twelve (12) months and 2080 hours of work requirement hereunder. Nothing in this agreement affects or modifies the current Memorandum of Agreement between SORTA and the Union.

SORTA

By: [Signature]

Title: EXEC. DIR., LEGAL/HR

Date: 12/9/11

[Signature]

Troy Miller  
President/Business Agent, Local 627

Date: 12/8/11

[Signature]  
Erika Howard

Date: 12.8.11

*File*

*1. n. 2nd*  
*"Inactive" Employees*

A G R E E M E N T

This Agreement made this 8 day of January, 1960, by and between THE CINCINNATI TRANSIT COMPANY, hereinafter called "Transit", and DIVISION NO. 627, AMALGAMATED ASSOCIATION OF STREET & ELECTRIC RAILWAY EMPLOYEES OF AMERICA, hereinafter called "Division",

W I T N E S S E T H

WHEREAS, a question has arisen concerning the status and payment of certain benefits for persons who have been actively employed by Transit but who, because of injury or sickness, are unable to continue in their jobs, and

WHEREAS, the Division has demanded arbitration of such questions by letters dated July 3 and July 24, 1959, and

WHEREAS, the Division has also requested that payments be made to August Schillmoeller equivalent to normal retirement, and

WHEREAS, the parties desire amicably to settle all such questions between them.

NOW, THEREFORE, in consideration of the premises and of the promises hereinafter contained, the parties hereto agree as follows:

1. In the event that any person who is a Transit employee (as defined in Article I, Section 2 of the Pension Plan) becomes ill or is injured and as a result is unable to continue in his employment, Transit will continue to guarantee such person life insurance in the amount of \$1,000, and will also bear and pay the cost and expense of hospital and surgical benefit insurance, either single or family

*3/40/59*

*There is no evidence that this agreement was ever recorded - can't even find any reference to it in subsequent labor contracts.*  
*MS*

coverage, dependent upon the employee's status, with financial benefits equal in amount to those obtainable from Ohio Hospital Care Corporation of Cincinnati, Ohio, and Ohio Medical Indemnity, Inc. of Columbus, Ohio, for a period of time set forth in the table below:

<u>Total years of Continuous Service</u>	<u>Period of Coverage</u>
Over 1 year but less than 10 years	✓ 1 year
Over 10 years but not more than 11 years	✓ 1 year, 6 months
Over 11 years but not more than 12 years	✓ 2 years
Over 12 years but not more than 13 years	✓ 2 years, 6 months
Over 13 years but not more than 14 years	✓ 3 years
Over 14 years but not more than 15 years	✓ 3 years, 6 months
Over 15 years but not more than 16 years	✓ 4 years
16 years or over	○ No maximum

2. The Provisions of Sections 1 through 5 shall also apply to living employees who have heretofore become injured or sick since December 15, 1957, while in the employ of Transit and were thus unable to continue in their employment and shall specifically include the following employees for the period of time shown commencing 30 days after the date of execution of this agreement:

Earl Baker	1 year
John Duncan	1 year
Frank Reynolds	1 year
Lou Lynch	2 years
George Kromer	2 years
Robert B. Sloan	1 year

3. Transit shall have the right to require that a person who is being provided life insurance and hospital care and surgical benefit insurance, as above provided, permit a physical examination to determine whether his injury or sickness continues to prevent him from returning to active employment with Transit. If such person

declines to permit such physical examination by Transit's doctor to be made within one week after the request of Transit, (unless a doctor's appointment cannot be scheduled within one week, in which case the time shall be extended until after such appointment has been scheduled and the examination completed) or if a qualified physician selected by Transit certifies that such person is no longer incapacitated from returning to active employment, or if the person is profitably employed elsewhere earning at least 75% of his base<sup>2</sup> weekly Transit earnings, then in any of such events Transit may, at its option, discontinue providing such life insurance and hospital care and surgical benefit insurance. Notice to take an examination shall be sent by registered mail to the last known address of such person.

4. In the event that a person being paid benefits in accordance with this Agreement regains his health sufficiently to return to work, Transit will permit him to return to work, providing there is a job covered by the collective bargaining agreement which he is capable of performing and which he has sufficient seniority to pick, together with his company seniority.

5. Division hereby cancels its request for arbitration and both parties agree that all matters referred to in said letters dated July 3 and July 24, 1959 are settled, and that except for the purposes set forth herein, that is, life insurance benefits, hospital care and surgical benefit insurance, and terms of employment, the term "employee" means a person regularly employed by and rendering service to Transit, excluding, however, persons employed on a temporary, probationary or casual basis.

6. Effective January 1, 1960 Transit will pay August Schillmoeller the sum of Sixty Dollars (\$60.00) per month, subject

to the same rules as are contained in the Pension Plan.

7. Transit will guarantee that One Thousand Dollars *← Paid about 1/2/44*  
(\$1,000) life insurance will be paid on the life of Harry Pendergraph.

IN WITNESS WHEREOF, the parties hereto have caused this  
agreement to be duly executed as of the day and year first above  
written.

THE CINCINNATI TRANSIT COMPANY

By Herbert L. Miller  
*Vice-President & Operating Manager*

DIVISION NO. 627, AMALGAMATED  
ASSOCIATION OF STREET & ELECTRIC  
RAILWAY EMPLOYEES OF AMERICA

By Orville T. Harrison  
*President & Business Agent*

THE CINCINNATI TRANSIT COMPANY  
PENSION PLAN AS AMENDED  
AS OF APRIL 1, 1955

THE CINCINNATI TRANSIT COMPANY for itself, its successors and assigns (herein called the "Company") hereby amends its Pension Plan to read as follows, effective as of April 1, 1955:

ARTICLE I - DEFINITIONS

The following terms used in this Plan shall have the following meanings:

1. "Continuous Service" means the last continuous period of employment with the Company of an Employee prior to Retirement as determined by rules adopted by the Joint Pension Board or Pension Committee, as the case may be. Such rules may take into account the different conditions of employment of different classifications of Employees.
2. "Employee" means a person regularly employed by and rendering services to the Company, except a person employed on a temporary, probationary, or casual basis.
3. "Joint Pension Board" or "Board" means the Board appointed by the Company and the Union pursuant to Article III to administer the Plan with respect to Employees represented by the Union.
4. "Pension Committee" or "Committee" shall mean the Committee appointed by the Company pursuant to Article IV to administer the Plan with respect to Employees not represented by the Union.
5. "Normal Retirement Date" means the first day of the calendar month coinciding with or next following the 55th birthday of an Employee.