

**SIDE LETTER AGREEMENT
PARTA and OAPSE/AFSCME Local 4/AFL-CIO**

The parties met on October 25, 2013 for purposes of a re-opener limited to Articles 24 and 25 only of the December 7, 2012 through December 6, 2015 collective bargaining agreement ("Agreement"). On that date, the parties reached tentative agreement on the re-opener issues. The parties' agreement on re-opener issues is detailed and memorialized below:

1. Article 25, Sections 4-7, Insurance Benefits, of the Agreement is amended to read:

Section 4.

~~During the term of this Agreement, the Employer plans to make available a limited medical and prescription drug insurance coverage to all eligible employees in the Part-time Driver 2 and Part-time Driver 1 classifications who have completed the first 90 days of the probationary period defined in Article 7, provided that a sufficient number of employees, as determined by the insurance carrier, elect coverage. This insurance is a basic plan different than the plan offered to full-time employees in Sections 1 and 2 of this Article. If an eligible employee elects coverage, the premiums for such insurance will be paid as follows:~~

~~Part-time Driver 2 employees:~~

~~Employer — \$90.00 per month — Employee — balance of premium~~

~~Eligible Part-time Driver 1 employees:~~

~~Employer — none — Employee — entire premium~~

Section 54. During the term of this Agreement, the Employer plans to make available supplemental insurance through AFLAC or another provider to all employees who have completed the probationary period defined in Article 7. The premiums for such insurance will be paid as follows:

Full-time and Part-time Driver 2 employees:

Employer — no contribution Employee — entire premium.

Eligible Part-time Driver 1 employees:

Employer — \$20.00 per month Employee — balance of premium.

Section 65. Based on the recent passage of federal healthcare legislation, if on or after January 1, 2014, the Employer elects not to or cannot make available medical and prescription drug insurance coverage under Section 1 of this Article ~~and/or limited medical and prescription drug insurance coverage under Section 4 of this Article~~ and/or supplemental insurance under Section ~~5-4~~ of this Article, this Agreement will be re-opened for the purposes of negotiating this Article and Article 24, Wages.

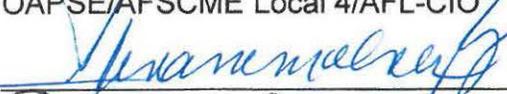
Section 76. With respect to each of the preceding insurance benefits, the Employer may change the insurance carrier, benefit plan, level of coverage or mechanism of delivery at any time during the term of this Agreement.

2. To address the loss of limited medical and prescription drug insurance coverage reflected in the above amendment to Article 25, the parties agree that:

- A. The Employer currently offers to Part-time Driver 1 and Part-time Driver 2 employees limited medical and prescription drug insurance coverage. Prior to the re-opener, this coverage is reflected in the Agreement in Article 25, Section 4. This limited medical and prescription drug insurance coverage will be terminated by and no longer available from CIGNA (or available from other carriers), effective December 31, 2013. (Please note that, following the changes made as a result of the re-opener, Article 25, Section 4 will no longer refer to limited medical and prescription drug insurance coverage, but rather describe supplemental insurance through AFLAC or another provider).
- B. On January 31, 2014, the Employer shall pay each of the three Part-time Driver 2 employees that are enrolled in the limited medical and prescription drug insurance coverage as of October 25, 2013 a lump sum payment of \$178.50.
- C. As of October 25, 2013, no former employees are on COBRA continuation of the limited medical and prescription drug insurance coverage. If, however, on or before December 31, 2013, an employee becomes eligible for COBRA continuation of the limited medical and prescription drug insurance coverage, upon execution of and in exchange for a written waiver of his or her COBRA rights, on January 31, 2014 the Employer shall provide to each such employee a lump sum payment of \$100.00.
- D. On or before November 30, 2013, the Employer will meet individually with the four employees currently enrolled in the limited medical and prescription drug insurance coverage to explain the impact of the loss of such coverage. A union representative may attend each of these four meetings.

OAPSE/AFSCME Local 4/AFL-CIO

PARTA



Ronald L. Beams



Douglas B. Amel

11/12/13

Date

11-22-2013

Date

RESOLUTION #2013-11-02

A RESOLUTION BY THE PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (PARTA) BOARD OF TRUSTEES TO ACCEPT AND APPROVE A SIDE LETTER AGREEMENT BETWEEN PARTA AND OAPSE/AFSCME LOCAL 4/AFL-CIO (UNION) NEGOTIATED TO ADDRESS THE LOSS OF LIMITED MEDICAL AND PRESCRIPTION DRUG INSURANCE PLAN COVERAGE FOR PART-TIME EMPLOYEES, AS PART OF A LIMITED RE-OPENING OF THE COLLECTIVE BARGAINING AGREEMENT (AGREEMENT):

Whereas, the General Manager is responsible for negotiations in the collective bargaining process; and

Whereas, PARTA and the Union are parties to a successor collective bargaining agreement effective December 7, 2012 through December 6, 2015; and

Whereas, Article 25, Insurance Benefits, defines the medical and prescription drug insurance coverage made available to full-time employees, and the limited medical and prescription drug insurance coverage made available to eligible part-time employees; and

Whereas, Article 25, Section 6 of the Agreement calls for the reopening of Article 24, Wages, and Article 25, Insurance Benefits, in the event that PARTA elects not to or cannot make available medical and prescription benefits on or after January 1, 2014, due to the passage of federal health care legislation; and

Whereas, on August 23, 2013, CIGNA notified PARTA that the limited medical and prescription drug insurance coverage available to part-time employees will not meet the minimum coverage requirements of the Affordable Care Act (PPACA) in 2014, and the limited benefit policy(s) offered by CIGNA will end no later than 11:59 pm on December 31, 2013; and

Whereas, on October 25, 2013, after negotiating in good faith, the parties reached tentative agreement on the terms of a side letter agreement to address the loss of the limited medical and prescription drug insurance coverage available to part-time employees; and

Whereas, PARTA agreed to meet individually with the affected employees on or before November 30, 2013 to explain the impact of the loss of coverage, allowing a union representative to attend each meeting; and

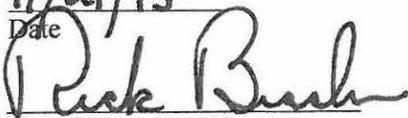
Whereas, November 19, 2013, the finance committee of the PARTA Board of Trustees reviewed the terms of the tentative agreement and moved to recommend that the Board of Trustees accept and approve the side letter agreement at its November meeting; and

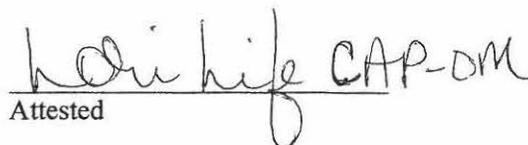
Whereas, Portage Area Regional Transportation Authority (PARTA) Board wishes to ratify the agreement.

LET IT NOW BE RESOLVED by the Portage Area Regional Transportation Authority (PARTA) Board of Trustees that:

1. As set forth above, the terms of the tentative agreement reached between PARTA and OAPSE/AFSCME Local 4/AFL-CIO are mutually agreeable to both parties.
2. PARTA accepts and approves the side letter agreement between PARTA and OAPSE/AFSCME Local 4/AFL-CIO.
3. The General Manager is authorized to execute the terms of the side letter agreement between PARTA and OAPSE/AFSCME Local 4/AFL-CIO.

11/21/13
Date


Rick Bissler, President
Board of Trustees


Attested

SERB

65 East State Street 12th Floor
Columbus Ohio 43215-4213



W. Craig Zimpher, Chair
, Vice Chair
N. Eugene Brundige, Board Member

Christine A. Dietsch, Executive Director

John R. Kasich, Governor
Mary Taylor, Lt. Governor

October 8, 2013

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Richfield, OH 43286
tmolnar@oapse.org

Thomas Evan Green
3480 West Market Street, Suite 300
Akron, OH 44333
tgreen@kwwlaborlaw.com

RE: Case No. 2013-MED-10-1324
OAPSE/AFSCME Local 4 and Portage Area Regional Transit Authority

Dear Ms. Bock and Mr. Green:

CORRECTED

The referenced case number has been assigned to the Notice to Negotiate filed by the Employer. A negotiation period of 60 days has been established based upon the information on the Notice to Negotiate. In review of the Notice to Negotiate, we understand that the parties have a mutually agreed dispute settlement procedure to resolve any impasses in current negotiations.

If your dispute settlement procedure provides for mediation by the Federal Mediation and Conciliation Service, FMCS send your written request for mediation to:

Robert Ditillo, Regional Director - FMCS
6161 Oak Tree Boulevard, Suite 100 (216) 520-4800
Independence, OH 44131

If your dispute settlement procedure provides for mediation by the State Employment Relations Board, please send your written request to: Mary E. Laurent, Administrative Assistant, her email address is mary.laurent@serb.state.oh.us.

When a tentative agreement has been reached please notify the Bureau of Mediation at MED@serb.state.oh.us. If you have questions, contact the Bureau of Mediation at (614) 644-8716.

Please notify Tjohnson@serb.state.oh.us in the Research and Training Section when you have **ratified the agreement**. The Research and Training section will send you Clearinghouse reports to help you fill out the **required** Contract Data Summary sheet that is to be filed with the signed collective bargaining agreement in accordance with OAC 4117-9-07.

Sincerely,

Donald M. Collins
General Counsel
DMC:mel