

SETTLEMENT AGREEMENT

WHEREAS, on May 15, 2009, following discussions between Union and Authority represents regarding the scheduling of Union Executive Board meetings and the release of Union representatives and employees to attend those meetings, the Union requested that Fred Ersery, Richard Hernandez and Ronnie Love, all bus operators and Union Executive Board members, be released from work to attend a Union Executive Board meeting scheduled to be held on May 22, 2009; and

WHEREAS, the Authority advised the Union that it could not excuse the three individuals on the date requested; and

WHEREAS, Fred Ersery, Richard Hernandez and Ronnie Love, reported off work in order to attend the May 22 Executive Board meeting and did attend said meeting and holiday pay was withheld; and

WHEREAS, Fred Ersery, Richard Hernandez and Ronnie Love were each assessed an "occurrence" under the KCATA attendance policy for having missed work on May 22, and, holiday pay was withheld; and

WHEREAS, a grievance (2009-TR-20) was filed by the Union on May 28 2009 challenging the actions taken by the KCATA; and

WHEREAS, the parties now mutually desire to settle Grievance 2009-TR-20, and thereby avoiding incurring additional expenses of arbitration

NOW THEREFORE, the parties agree as follow:


1. The Union acknowledges that Article 1 Section 1.1 of the Agreement states:

The purposes of this Agreement are: to assure adequate and dependable local transit service to the public without interruption or impairment by labor disputes or controversies, it being recognized by the parties hereto as a fundamental principle of public utility operation that the public interest is paramount and is not to be adversely affected by any dispute or controversy which may arise hereunder between the parties hereto; to provide procedures for the adjustment of all grievances and disputes arising hereunder, including final resort to arbitration if necessary, to recognize the Union as the duly certified collective bargaining agency for the classifications of employees in the collective bargaining unit and to provide for its security; to prescribe the wage rates, hours of work, working conditions and other conditions of employment for said classifications of employees; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the contracting parties hereto and of those affected hereby; all upon the terms and conditions hereinafter stated.

2. The Union will continue, in good faith, as it has in the past, to make reasonable efforts to notify the Authority of the date on which an Executive Board meeting has been scheduled and those individuals who need to be released in order to attend well in advance of said meeting. Unless prohibited from doing so by extraordinary circumstances, the Union will notify the Authority at least two (2) weeks in advance of the scheduled meeting.

3. The Union agrees that it will not schedule its November Executive Board meeting on the Friday following the Thanksgiving holiday.

4. Operators Fred Ersery, Richard Hernandez and Ronnie Love shall be made whole for the holiday pay lost. In addition, the attendance "occurrence" assessed against each of them under the KCATA attendance policy shall be removed.



William Wilson, President
ATU Local 1287



Mark Huffer, General Manager
KCATA

Dated: 5/3/11

Dated: 05/03/11