

**KCATA and ATU Local 1287
Settlement Agreement**

The undersigned parties hereby agree to settle the Gaylord Salisbury discharge grievance matter on the following terms:

1. Salisbury shall be placed in an ~~Information Serviceworker~~ ^{Infu agent} job effective Monday, September 24, 2007, and paid at the contract rate for ~~Information Serviceworker~~ ^{agent} employees. Any step-rates that would be applicable to new employees in the job are hereby waived.

2. Salisbury shall be permanently prohibited from holding any position that would require him to drive a KCATA vehicle. Salisbury shall not drive any KCATA vehicle under any circumstances.

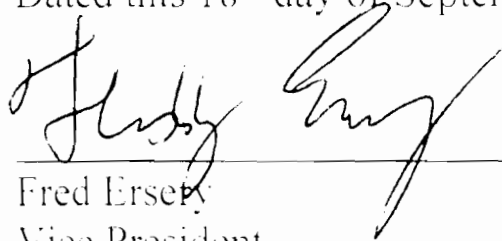
3. Salisbury's reinstatement shall be without back pay, but he shall keep his KCATA-wide seniority for employee benefit purposes.

4. Salisbury shall be subject to all of the normal performance and behavior expectations applicable to any other person holding the ~~Information Serviceworker~~ ^{Agent} job. Because this job has important customer service expectations, it is highly recommended that Salisbury seek voluntary EAP assistance for anger management and customer service matters.

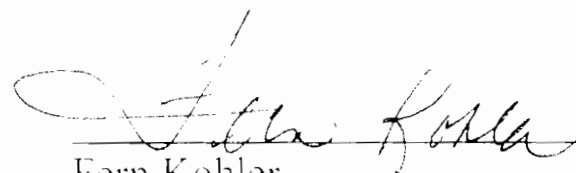
5. ~~Salisbury shall have the benefit of the full regular training period for new Information Serviceworkers, and shall receive all of the training normally provided to new Information Serviceworkers.~~ ^{Agent} ~~new Information Serviceworkers.~~ ^{agent}

6. This settlement agreement shall not set a precedent for any other case, and shall be inadmissible in all hearings of any kind, other than a hearing to enforce this Agreement between KCATA and Salisbury/ATU Local 1287.

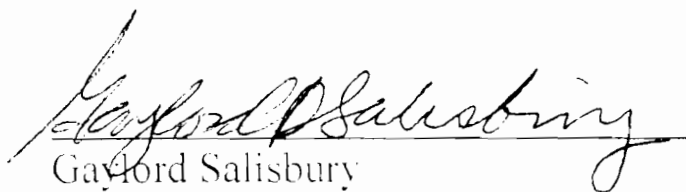
Dated this 18th day of September, 2007.



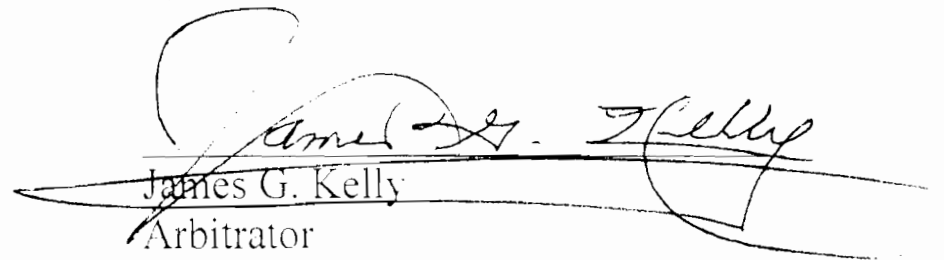
Fred Ersety
Vice President
ATU Local 1287



Fern Kohler
Deputy General Manager
KCATA



Gaylord Salisbury
Grievant



James G. Kelly
Arbitrator
FMCS Arbitration Panel