

KANSAS CITY AREA TRANSPORTATION AUTHORITY
Grievance Settlement Agreement
Grievance Number TR23-2006

Background

Fred Ersery, Vice President of ATU Local 1287 and Large Bus Extra Board Operator, filed the following grievance (TR23-2006) on July 28, 2006: *Local 1287 on behalf of all affected operators grieve the refresher training class pay. It is a violation of Sec. 1.44 of the labor agreement. We seek as a remedy to be made whole for all lost wages and benefits due to training class pay* (Essentially, the Union contends that extra board operators assigned to refresher training class be compensated for the work and pay time that they would have earned had they worked the actual extra board and relevant assignments). A second-step grievance meeting was held on July 31, 2006 at which time Tom Morgan, Superintendent of Transportation, denied the grievance. A third-step hearing was held on August 11.

Management remains adamant that it has not violated any provision of the current labor agreement between the parties, but instead followed the usual and contractually permissible process compensating extra board operators for refresher training assignments. Nevertheless, in light of the backlog of arbitration matters now pending, and in an effort to avoid the need for any party to incur the time and expense of resolving this dispute through the contractual arbitration process, the Authority has offered, and the Union and grievants have agreed, to settle this dispute on the basis set out below.

Agreement

The Parties agree as follows:


1. The Union and the grievants acknowledge that settlement of this matter does not imply that violations of the relevant governing contractual provisions have occurred. Rather, the Union and grievants acknowledge that KCATA vigorously denies that any violation has occurred.
2. Extra board operators **who have already attended recent refresher training** classes (through August 16, 2006), including Mr. Ersery (management will provide a list of affected extra board bus operators to the Union), will be compensated in the manner that the Union has prescribed. This does not apply to extra board operators who have volunteered to attend refresher-training classes on their regular days off.

3. Going forward **from August 16, 2006**, active **extra board operators so assigned to refresher training will only be compensated for the amount of time spent in the assigned training, and in the current training, the assignment is eight hours** for the training. Further, active extra board operators will be offered the option of working any available overtime either prior to and/or following the assigned refresher training. Extra board practices and overtime rules will apply in assigning any such overtime work.
4. Additionally, active and eligible revolving work list operators so assigned to refresher training will be given the option of working available overtime assignments prior to and/or following the assigned refresher training class. Overtime rules will apply in assigning any such overtime work.
5. In signing this Agreement, each of the aforementioned employees, as well as the Union, waive all rights to grievance arbitration guaranteed under the Collective Bargaining Agreement on these particular grievance matters only, as referenced above in the background.



Willie Wilson, President ATU Local 1287

8/22/06
Date



Bob Kohler, Director of Transportation

8-22-06
Date

Cc: Fern Kohler, KCATA
Tom Morgan, KCATA
Gloria Young, KCATA
Eloyce Moore, KCATA