

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**Grievance Settlement Agreement**  
**(Grievance 2005-TR-26, filed 9/20/05)**

**Background**

On September 20, 2005, Mr. William Wilson, President of ATU Local 1287, filed grievance #2005-TR-26. The grievance reads as follows: *It has come to my attention that the KCATA is not paying operators their contractual rate of pay during remedial training. This is a violation of Sections 1.1, 8.1, 8.3, 8.5 and other relevant provisions of the collective bargaining agreement. Local 1287 asks that this practice be stopped and all affected operators be made whole for any lost monies.*

Even though management feels strongly that no such alleged violation of the Agreement has occurred, management proposes the following settlement as stipulated below (Agreement), thus changing a longstanding policy/practice.

**Agreement**

This Agreement between the Kansas City Area Transportation Authority and the Amalgamated Transit Union -- Local 1287, hereinafter referred to as Union, sets forth provisions for the settlement of the grievance matter:

1. Management will continue to assign operators to remedial training as a disciplinary/correctional step when appropriate to do so. This step is most likely to be invoked in conjunction with infractions involving Rules 2.5 and 6.8 of the Transportation Department Manual of Instruction, Operating Rules and Discipline Code, and the Accident Discipline Policy.
2. Operators assigned to remedial training will be paid their contractually prescribed rate of pay, rather than the student rate (55% of the top operator rate), which is the current and longstanding practice, effective with the signing date of this agreement. Management will not make retroactive payments to operators having served time in remedial training prior to the signing date of this agreement.
3. Pay for remedial training will not exceed eight (8 hours). Extra board operators will not be made whole for the equivalent pay of forfeited assignments due to remedial training, nor will regular, relief or vacation board operators be made whole for the equivalent time of their respective run assignments forfeited due to remedial training.

The provisions of this Agreement shall set no precedent, nor be referred to, in any other incident or circumstances with any other employee or matter.

In signing this Agreement, the Union does waive all rights to grievance arbitration guaranteed under the Collective Bargaining Agreement on this particular grievance matter only, as referenced above in the background.

This agreement settles grievance #2005-TR-26 in its entirety.

  
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Willie Wilson, President ATU Local 1287

10/6/05  
Date

  
\_\_\_\_\_  
Bob Kohler, Director of Transportation

10-6-05  
Date

Cc: Fern Kohler, KCATA  
Tom Morgan, KCATA  
Gloria Young, KCATA  
Larry Phillips, KCATA  
Instructor Unit, KCATA  
William Wilson, ATU