

**SETTLEMENT AGREEMENT**  
**KCATA and ATU Local 1287**  
**Grievance Nos. 2005-FC-06 & 2005-FC-12**

WHEREAS ATU Local 1287 has filed grievances challenging KCATA's decision to contract out certain landscaping work, and argues that the work has previously been performed by bargaining unit employees and should not have been contracted out; and

WHEREAS KCATA asserts that its contracting decisions were fully consistent with its obligations under the labor agreement; and

WHEREAS the parties mutually desire to settle the pending grievances without the need to resort to arbitration, and further desire to establish a mutually understood basis for determining when KCATA will retain the right to contract out landscaping services in the future;

NOW THEREFORE, the parties agree as follows:

1. At the KCATA Main Campus (property east of Forest, at 17<sup>th</sup> and 18<sup>th</sup> Streets), 39<sup>th</sup> & Bales, 44<sup>th</sup> & Brooklyn, Antioch Park & Ride; and Blue Ridge Park & Ride, Class A Facilities Serviceworkers shall have the exclusive right to perform the following lawn and landscaping duties or services:

- (a) spreading of mulch;
- (b) replacement of dead or damaged flowers and shrubs on an as-needed basis any time when the flowers or shrubs in question are not under warranty from the initial supplier;
- (c) low pruning and shaping of bushes and trees (defined as work that does not require the use of an extension ladder or bucket truck);
- (d) placement of decorative rock or gravel;
- (e) lawn mowing.

2. The work described in Paragraph 1(b), above, shall not include any work performed in connection with seasonal plantings performed by an outside contractor. Seasonal plantings typically include planting of bulbs early in the year; a Spring planting, and a Fall planting. KCATA shall retain the right to contract out seasonal plantings, and to have any contractor who performed any such seasonal planting replace any plant under warranty.

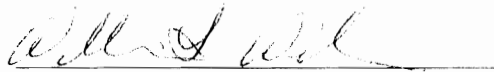
3. The duties described in Paragraph 1 shall not be contracted out without the prior written consent of the Union, except for the plantings exempted under Paragraph 2, above.

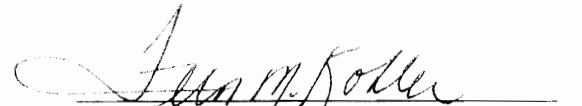
4. The Director of Plant Management, or his designee, may, in his discretion, assign to Class A Facilities Serviceworkers additional or other lawn and landscaping duties as may be needed. The Director's decision to assign such work to Class A Facilities Serviceworkers will not serve as a binding precedent or create an obligation on the part of KCATA to assign such duties to bargaining unit employees in the future.

5. KCATA may contract out lawn and landscaping duties not described in Paragraph 1, above, as it deems necessary.

6. This settlement agreement is entered into on a no-precedent, no-referral basis. It shall resolve the current dispute only, and shall not limit the parties in taking positions in future cases involving other, non-lawn and landscaping tasks, performed by Facilities Maintenance personnel.

Dated this 15 day of February, 2008.

  
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William Wilson, President  
ATU Local 1287

  
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Fern Kohler, Deputy General Manager  
KCATA