

SETTLEMENT AGREEMENT
KCATA and ATU Local 1287
Grievance No. 2012-MN-14

WHEREAS KCATA and ATU Local 1287 entered into an agreement in 2012 whereby KCATA agreed to provide five uniform tee-shirts to employees in the Maintenance Department, at no cost to the employees; and

WHEREAS KCATA initially informed employees on November 5, 2012, that they would be eligible to turn in their uniform tee-shirts for laundering through KCATA's uniform rental and laundry provider; and

WHEREAS KCATA informed employees on November 14, 2012, that they would not be eligible for commercial cleaning services for the tee-shirts through KCATA's uniform rental and laundry provider; and

WHEREAS employee John J. Cullinan filed a grievance on December 17, 2012, stating that he was aggrieved because he would be required to launder his tee-shirts; and

WHEREAS KCATA does not believe it is under any obligation to provide such laundry service to employees, who may still elect to wear regular KCATA uniforms and obtain free laundry service for those uniforms through KCATA; and

WHEREAS the Parties mutually desire to settle the pending grievance on a voluntary basis;

NOW THEREFORE, the parties agree as follows:

1. Beginning as soon as arrangements can be made with Walker Towel and Uniform Services, and in any event no later than November 1, 2013, KCATA will make commercial laundering available to all Maintenance Seniority Unit personnel, for up to five KCATA uniform tee-shirts per week, at no cost to the employees. Shirts laundered may include any combination of uniform tee-shirts and standard uniform shirts for each employee, totaling no more than five total shirts per employee per week.
2. Employees who have not purchased additional uniform tee-shirts at their own expense, in addition to the five tee-shirts they received from KCATA, should keep in mind that if they turn in their uniform tee-shirts for laundering, they will not get those shirts back from the laundry service until the following week. They will therefore be required to wear the regular uniform shirt to work until their tee-shirts are laundered and returned to them.
3. The parties mutually acknowledge that KCATA cannot guarantee that the commercial laundering processes will not damage tee-shirts or cause them to wear out more quickly than tee-shirts laundered in residential washing machines. Therefore, each employee shall have the option to either submit uniform tee-shirts for commercial laundering at KCATA's expense, or launder them at home, on the employee's own time and at the employee's own expense. If tee-shirts are damaged, lost, or destroyed during the laundering process, employees will have the

option to purchase replacements at their own expense, or to instead wear regular uniform shirts. KCATA will not be under any obligation to provide replacement uniform tee-shirts.

4. The parties mutually acknowledge that the tee-shirts are not currently marked to identify individual ownership. KCATA will provide instructions to employees, after consulting with Walker Uniform, so that employees can mark or otherwise make arrangements to identify their own shirts, to enable them to receive those same shirts back after they are laundered. KCATA will not be responsible for marking shirts or for paying to have them marked. That responsibility will rest with the individual employees.

5. Employees remain responsible for laundering their own jeans and other attire (aside from five weekly uniform tee-shirts or regular shirts and five regular uniform pants).

6. The above terms shall be in effect from execution of this Agreement through March 31, 2014, at which time the provisions of Section 3.04, as negotiated, take effect with respect to tee-shirts.

7. KCATA agrees to issue a one-time settlement payment to John Cullinan in the amount of \$99, which shall be treated as wages.

8. In exchange for the commitments set out above, the Union withdraws Grievance No. 2012-MN-14, with prejudice. This settlement covers all claims arising out of KCATA's decision not to provide laundry service for uniform tee-shirts through and including the date on which such service commences under this settlement agreement, for all employees who received uniform tee-shirts from KCATA.

9. The parties agree to split any cancellation fee or expenses charged by the Arbitrator equally between them.

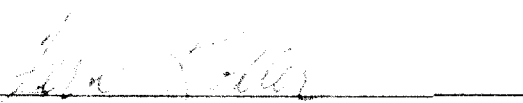
10. The above settlement shall not establish any precedent between the parties. This settlement agreement shall not be referred to or admissible in any future arbitration matter, nor does it have any bearing on the meaning of Section 3.4, regarding the provision of uniforms after March 31, 2014.

Dated this 18th day of September, 2013.



Jonathan P. Walker, Sr.
ATU Local 1287

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Fern Kohler, Deputy General Manager
Kansas City Area Transportation Authority