

SETTLEMENT AGREEMENT

WHEREAS the Union filed grievance No. 2012-FC-01. Challenging KCATA's decision to contract out certain concrete work that it believed had historically been performed by bargaining unit employees;

WHEREAS section 1.45 of the bargaining agreement provides that maintenance work that exceeds the workload capability of the existing employees may be contracted out if such contracting does not cause lay-off of employees of the bargaining unit;

WHEREAS KCATA contracted out said concrete repair work because it exceeded the work load capability of existing employees, and no employees were laid off as a result, and

WHEREAS both parties now wish to settle the pending grievance and desire to establish a mutual understanding of when KCATA may contract out concrete patching and repair in the future;

NOW THEREFORE, the parties agree as follows:

1. Concrete patching and/or maintenance repair work at KCATA's Central Services Complex that is 200 square feet or less, that in the judgment of the Plant Manager is within the capabilities with minimal training of existing employees and within the department's capacity, shall be performed by bargaining unit employees.
2. Concrete repair work at the Central Service Complex between 200 and 500 square feet will be assessed by the Plant Manager to determine if there is sufficient capability and capacity within the Plant Management Department. The assessment will include work load, seasonal projects, and manpower and overtime requirements.
3. Concrete projects larger than 500 square feet are considered "Concrete Construction Projects" and will be contracted out.
4. The above settlement shall not establish any precedent between the parties except with regard to the work specifically addressed in this Agreement (i.e. concrete patching and repair at the Central Service Complex), and shall not be referred to in any future arbitration matter involving any other type of work, or any other issue.
5. In the event that disagreements of differences of opinion arise with respect to the Plant Manager's determination regarding the work described in paragraphs 1 and 2 of this agreement that cannot be resolved, the parties agree that the Union shall have the right to file a grievance and proceed to arbitration in accordance with the grievance/arbitration procedures outlined in the bargaining agreement.

James R. Dabner
Local 1287 President

6/28/2012
Date

Richard Garand
KCATA Sr. Director of Engineering &
System Development

6/26/2012
Date

Thomas A. Hernandez
Maintenance Union Representative

6/28/2012
Date

John Marcus
KCATA Plant Manager

6/26/2012
Date