

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



July 22, 2022

Mokhtee Ahmad, Regional Administrator
Federal Transit Administration, Region VII
901 Locust Street, Ste. 404
Kansas City, MO 64106

Re: U.S. Department of Labor 49 U.S.C. § 5333(b) Certification
FTA Grant Application MO-2022-021-00
Kansas City Area Transportation Authority
And On Behalf of Other Recipient(s) of Funds Under the Grant

Dear Regional Administrator:

This is in reply to the U.S. Department of Transportation, Federal Transit Administration's request for certification of employee protective provisions for the above-referenced grant application under 49 U.S.C. § 5333(b). The protective arrangements identified below provide protections that satisfy the requirements of 49 U.S.C. § 5333(b). Revisions and/or amendments to this grant may be subject to additional certification in accordance with 29 C.F.R. § 215.

Amalgamated Transit Union Local 1287	Operating Assistance, if any: Agreement dated 03/04/1988 supplemented by paragraph 17 of the 04/24/1973 Agreement with the condition below substituted for the interest arbitration provisions.
Amalgamated Transit Union Local 1287	Capital Assistance, if any: Agreement dated 04/24/1973 with the condition below substituted for the interest arbitration provisions of paragraph 17.
Int'l Brotherhood of Electrical Workers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
N/A	Capital and Operating Assistance: See numbered conditions below.

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Amalgamated Transit Union Local 1287	Operating Assistance, if any: Agreement dated 03/04/1988 supplemented by paragraph 17 of the 04/24/1973 Agreement with the condition below substituted for the interest arbitration provisions.
Amalgamated Transit Union Local 1287	Capital Assistance, if any: Agreement dated 04/24/1973 with the condition below substituted for the interest arbitration provisions of paragraph 17.
N/A	Capital and Operating Assistance: See numbered conditions below.
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N/A	Capital and Operating Assistance: See numbered conditions below.
Amalgamated Transit Union Local 1287; Int'l Brotherhood of Electrical Workers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Amalgamated Transit Union Local 1287	Capital and Operating Assistance: Agreement dated 08/01/1990 for funds as a subrecipient of MO DOT, 08-01-1990 Agreement with substitution of Appendix A and Appendix B.

N/A	Capital and Operating Assistance: See numbered conditions below.
Amalgamated Transit Union Local 1700	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011 for any intermodal projects
Amalgamated Transit Union Local 1287	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
Amalgamated Transit Union Local 1287; Int'l Brotherhood of Electrical Workers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
N/A	Capital and Operating Assistance: See numbered conditions below.
Amalgamated Transit Union Local 1287	Capital and Operating Assistance: Agreement dated 12/21/1989 as supplemented by 07/20/1993 side letter.
Amalgamated Transit Union Local 1287	Capital and Operating Assistance: Agreement dated 12/21/1989 as supplemented by 07/20/1993 side letter.
Int'l Brotherhood of Electrical Workers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
N/A	Capital and Operating Assistance: See numbered conditions below.
N/A	Capital and Operating Assistance: see numbered conditions below.

Amalgamated Transit Union Local 1237	Capital and Operating Assistance: Agreement dated 09/28/1989
Amalgamated Transit Union Local 1237	Capital and Operating Assistance: Agreement dated 09/28/1989
Int'l Brotherhood of Electrical Workers	Capital and Operating Assistance: Unified Protective Arrangement dated 01/03/2011
N/A	Capital and Operating Assistance: see numbered conditions below

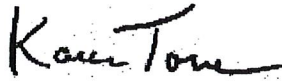
The Department of Labor makes the certification called for under the statute for the instant project on condition that:

1. This letter and the terms and conditions of the respective protective arrangements referenced above, shall be made applicable to the instant project and made part of the contract of assistance between Grantee and U.S. Department of Transportation, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and such Recipient(s), by reference; Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;
3. The term "project" as used in each of the respective protective arrangements referenced above shall be deemed to cover and refer to those portions of the instant project to which they have been applied;
4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of

Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;

5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
6. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project. Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize another final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to arbitrate and render a final and binding determination of the dispute.
7. For KCATA: In the event that the dispute resolution procedures contained in the parties' current collective bargaining agreement are determined not to be applicable to any interest dispute, the procedures contained in Appendix "A" of the Department of Labor's certification for project MO-90-X033, dated December 29, 1986, shall be used as a substitute for (in lieu of) the inapplicable collective bargaining agreement procedures.
8. For KCATA: The protective agreement/arrangement hereby certified for KCATA by the Secretary of Labor shall be effective and in full force according to its terms and shall continue in effect from year to year during the period of the Federal Contracts of Assistance and/or, thereafter, for as long as necessary to satisfy its intended purpose to protect potentially affected employees from the impact of Federal assistance;

Sincerely,



Karen Torre
Chief, Division of Interpretations and Regulations
Office of Labor-Management Standards
Department of Labor
OLMS-DSP@dol.gov
(202) 693-1209

cc: Margaret Brown / KCATA
TRACEY LOGAN / KCATA
Josh Powers / JCT
Larissa Westenkirchner / Kansas City MO
tba / Wyandotte Co. and Kansas City
ATU / ATU
Bill Bohne / IBEW
Lonnie Stephenson / IBEW

APPENDIX D

MO-2022-021-00

**FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT**

WEBSITE LINK TO COMPLETE DOCUMENTS AND REQUIREMENTS:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>

Note: Obtain a copy of this agreement and retain on file.

Do Not return to KCATA.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	