

**AMERICAN ARBITRATION ASSOCIATION
ARBITRATOR MARTIN SCHEINMAN**

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	:	
LOCAL 1205, IBT,	:	
	:	
Union,	:	CONSENT AWARD
	:	
v.	:	AAA Case Nos.
	:	13 300 03136 10 – Min. Bids/Guar.
BAUMANN & SONS BUSES, INC, et al.,	:	13 300 01552 11 – 39 Week Guar.
	:	
Company.	:	
_____	X	

In full settlement (except as set forth in paragraph 8(c) and (d) herein) of the arbitrations between Local 1205, IBT ("Union") and Baumann & Sons Buses, Inc., et al. ("Company"), American Arbitration Association Case No. 13 300 03136 10 and American Arbitration Association Case No. 13 300 01552 11 (the "Arbitrations"), the parties stipulate and agree to the execution of this Consent Award by Arbitrator Martin Scheinman.

WHEREAS, the parties desire to amicably resolve the above grievances and arbitrations in full;

THEREFORE, the Parties agree to the following clarifications to their collective bargaining agreement ("CBA"), which shall resolve any and all matters relating to the subjects herein:

1. ARTICLE 10 - WEEKLY/DAILY GUARANTEES - The minimums set forth in Article 10.2 preamble and in 10.2 (a), (b) and (c) of the CBA are clarified as follows:

10.2 Non-probationary Drivers and Driver's Assistants are guaranteed to be paid at least the following number of hours for each complete workday (defined as an entire route, both a.m. and p.m. – any Driver or Driver's Assistant that refuses to work an a.m. or p.m. run that is part of her regular bid package and works only one of her reports will only be paid for that portion of the bid package worked or actual time worked, whichever is greater) or the following number of hours in the event that a Driver/Driver's Assistant has only one report, each as specified below:

(a) Big Bus Driver: Five (5) hours per day for two reports (excluding Late Runs, Mid-Days or Fill-Ins) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 ½ hours each). Two and one half (2 ½) hours for a Big Bus Driver that is working only a single report (excluding Late Runs, Mid-Days or Fill-Ins).

(b) Van Drivers and Driver Assistants: Four and one half (4 ½) hours for two reports (excluding Late Runs, Mid-Days or Fill-Ins) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 ¼ hours each). Two and one quarter (2 ¼) for Van Driver or Driver Assistant that is working a single report (excluding Late

Runs, Mid-Days or Fill-Ins). Morning, or a.m., runs are defined as incoming routes completed prior to 10:00 a.m. Afternoon, or p.m., runs are based on school dismissals between 1:30 p.m. and 4:00 p.m. Any routes worked outside of those parameters shall be paid for actual driving time only (this provision does not alter the guarantees for Late Runs, Mid-Days or Fill-Ins addressed elsewhere).

- (c) Spare Drivers and Spare Drivers Assistants: Spare Drivers and Spare Driver Assistants who are not assigned to cover a run will be guaranteed four (4) hours per day for two reports (this provision does not alter the guarantees for Late Runs or Mid-Days addressed elsewhere) in any combination (the reports do not need to be evenly split, but each of the am and pm reports must be at least 2 hours each). Spares assigned to cover a run will be paid their respective classification rate of pay for all actual time worked.

2. **PACKAGE NOT RUNNING AT ALL** – The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows: In the event that (a) an employee's entire regular bid package is closed and/or not running, (b) it is not a holiday, snow/emergency day, or due to a circumstance covered under paragraphs 5 or 6 of this Consent Award, and (c) such closure was indicated on the then-current (subject to the requirements of Section 7 below) published school/customer calendar, e.g., a closure for a teachers' conference, the employee shall receive no pay unless the Company and the employee agree that the employee shall report on said day to perform other route work ("Other Work"). For purposes of this Consent Award, Other Work includes only route work or spare work for the driver or the DA. All Other Work shall be paid at the employee's regular rate of pay. In the event that (a) an employee's entire regular bid package is closed and/or not running, (b) it is not a holiday, snow/emergency day, or due to a circumstance covered under paragraphs 5 or 6 of this Consent Award, and (c) such closure was not indicated on the then-current (subject to the requirements of Section 7 below) school/customer calendar, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.
3. **PART OF PACKAGE NOT RUNNING** – The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows: In the event that any part (but not all) of an employee's regular bid package is closed/not running and it is not a holiday, snow/emergency day, or due to a circumstance covered under paragraph 4 of this Consent Award, and such partial closure was indicated on the then-current (subject to the requirements of Section 7 below) school/customer calendar (e.g., a partial closure due to a religious holiday), the employee shall receive the greater of her Daily Minimum Guarantee from Article 10.2 of the CBA or her actual time worked, subject to the

following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. In the event that part of the employee's regular bid package is closed/not running and such partial closure: (a) was not indicated on the then-current published school calendar; (b) is not a holiday or emergency day; and (c) is not a circumstance covered under paragraph 4 of this Consent Award, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus thirty (30) minutes from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.

4. **GENERAL, BUT NOT COMPLETE, ABSENTEEISM ON PACKAGE** - The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows: In the event that an employee reports for her entire regular bid package and that package is reduced due to absenteeism on the package (e.g., not all clients are absent from the route), the employee shall receive the greater of either pay for her entire regular bid package for such day or her actual time worked performing the bid package, subject to the following: the Company may require the employee to perform Other Work during her regular reporting hours and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked and the Employer shall retain all other applicable rights under the CBA with respect to such a refusal.
5. **COMPLETE ABSENTEEISM ON PACKAGE WITHOUT 48 HOURS ADVANCE NOTICE** - The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows: In the event that an employee reports for her entire regular bid package and that package is not running at all due to absenteeism (e.g., on a one person route, or in the event that all clients are absent from the route), the employee shall receive the greater of pay for her entire regular bid package for such day or her actual time worked performing the bid package, subject to the following: the employee must promptly report such complete absenteeism; the Company may require the employee to perform Other Work beginning at her regular report time and continuing for any period similar to her regular bid hours plus or minus one (1) hour from the regular end time of such regular bid and, if the employee refuses, she shall forfeit any guarantee and shall be paid for actual time worked only. For any schedule changes under this paragraph, the Company shall be guided by the provisions of section 8.2 of the CBA.
6. **COMPLETE ABSENTEEISM ON PACKAGE WITH 48 HOURS ADVANCE NOTICE** - The parties agree that the second paragraph of Article 8.4 of the CBA shall be applied prospectively as follows: In the event that the Company provides no less than 48 hours advance notice from dispatch or a terminal manager that an employee's entire regular bid package will not be running on a date certain due to absenteeism (e.g., on a one

person route, or in the event that all clients are absent from the route) on the package, she shall receive pay for her entire bid package for said day subject to the following: the Company may require the employee to perform Other Work reasonably approximating her regular reporting hours (defined for purposes hereof to mean any similar period to an employee's regular bid plus or minus one (1) hour from the regular report and/or end time of such regular bid) and, if the employee refuses, she shall forfeit any guarantee and shall be paid only for actual time worked, if any. If the employee refuses to perform work within the regular hours of her/his bid package, the Employer shall retain all applicable rights under the CBA.

7. BID PACKAGE CLARIFICATIONS

- a. During the bid process, the Company shall be required to attach all opening/closing calendars to Driver and Driver Assistant bids except that in the event a calendar has not yet been published by the customer for a particular route, the Company may post such routes/bids without a calendar (by marking them as "No Calendar Available") and any employee bidding on such routes is doing so at her own risk, recognizing that the bid may have closed or have altered dates that are not yet known. In the event a route is bid without a calendar, the rules of this Consent Award shall nonetheless fully apply and the Company shall be required to provide a Calendar to the affected employee as soon as reasonably possible after such time as a calendar is published. Given that employees often receive calendars and/or updated calendars from the customer/school, employees are responsible for promptly notifying the Company of same and to provide copies as soon as reasonably possible. Calendar changes shall not serve to eliminate a day's work if made on less than one calendar weeks' notice for BOCES runs and if made on less than thirty-one (31) calendar days' notice for all other runs. In the event that the school/customer calendar is changed after the posted bid is selected, the affected employee shall abide by the revised calendar. It is further understood and agreed that employees must diligently and accurately complete their three (3) day and/or five (5) day notices of absenteeism, when required by the school/customer, so that customers/schools may be properly notified of possible changes to routes. The Company shall notify employees of such three (3) day or five (5) day requirements in the bid package or at such time as such requirements become known to the Company. Where (a) the school/customer changes its calendar in May or June only as a result of unused snow days and eliminates days from an Employee's bid calendar or (b) BOCES changes its calendar on less than 31 days' notice, the employee may elect to replace either such day with a vacation day, provided she gives the Company advance notice of same and further provided the employee is not needed by the Company for Other Work on that day. However, in such circumstances, the 30-day advanced notice of a vacation request required under Article 12.4 of the CBA shall be waived. If the employee provides fourteen (14) days' advance notice, the Company will process the vacation pay in the payroll week in question for such vacation days set forth in this paragraph.
- b. Spare bids shall also be bid with a calendar of days to be worked and the establishment of such calendar is at the discretion of the Company.

- c. The Company is permitted to alter, revise or re-evaluate (up or down) the time standards associated with an employee's regular bid package at the following times:
 - i. At any time that the bid package is changed by the customer/school,
 - ii. Once up through October 15 of each school year,
 - iii. Another time through December 15 of each school year,
 - iv. Another time through February 15 of each school year,
 - v. Another time through April 15 of each school year, and
 - vi. Once per each summer session during the summer months.
- d. Bids shall set forth a good faith estimate of the amount of time needed to complete the work on the route.
- e. **39-Week Guarantee** – The 39-Week Guarantee in Article 10.1 is clarified to provide that there is no specific guarantee of 39-Weeks of employment for any employee or any set number of days per week for any employee. Hereafter, the 39-Week Guarantee shall be referred to as the Normal School Year. Accordingly, it is confirmed that the Normal School Year for employees is 39 weeks in length, but said Normal School Year is not a guarantee.

8. MISCELLANEOUS

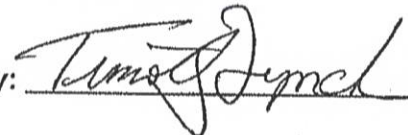
- a. The Company and the Union agree to resolve their grievance in AAA Case No. 13 300 01583 12. Vacation will be awarded on the first day of the month following the employee's anniversary. An employee that refuses to work the summer shall still be eligible for her vacation award for the year on her next anniversary. In addition, the Company shall grant vacations in the week prior to the School Year with the express understanding that employees are required to bid in a timely fashion and to perform dry runs or other work relating to their successfully bid routes, even if on vacation.
- b. The Union agrees to withdraw with prejudice ULP charges 29-CA-086893 and 29-CA 082850. The Company agrees to rescind the last chance agreements for Botero, Outen, Saunders and Gonzalez; to issue disciplinary notices to each indicating the duration of their suspension in lieu of the last chance agreements; and to pay 1 week of back pay to Gonzalez.
- c. The Union and the Company agree to modify paragraph 11.5 of the CBA such that effective as of the date this Consent Award is signed newly hired eligible employees (i.e., those employees not covered by Article 11.1 of the CBA who were hired after ratification of the 2010 CBA as limited in Article 4 (Probationary Period) of the CBA) who satisfy the requirements set forth in subparagraph 11.1 shall receive the six (6) paid holidays after completion of the employee's probationary period and the twelve (12) paid holidays after the completion of one (1) year of service.
- d. The Union and the Company agree that effective as of the date this Consent Award is signed, the CBA shall be amended to delete paragraph 12.2 of the CBA and to revise paragraph 12.1 of the CBA to apply to all non-probationary Drivers, DAS, Spares and Terminal Relief employees.

- e. The Union and the Company agree to this Consent Award without reservation and with full knowledge of the facts as they pertain to the matter. Accordingly, any and all claims of any kind, including but not limited to grievances and arbitration demands, relating to the subject matter hereof are deemed withdrawn with prejudice and are waived and released as of the date this Consent Award is signed by Arbitrator Scheinman. The terms of this Consent Award expressly clarify the CBA.
- f. Other than explaining the substantive terms of this Consent Award, including responding to substantive inquiries about its terms, neither Party shall publish comments about this Consent Award except to state words to the effect that the parties resolved their disagreements with the assistance of the Arbitrator, that they are pleased with the result, and that they believe the Consent Award represents a fair resolution for all parties. Both parties shall have the right to circulate actual copies of this Consent Award.
- g. The terms of this Consent Award are prospective only, except that the Company shall pay to employees a total of \$150,000 (subject to the distribution rules below) to fully and forever resolve any and all potential discrepancies occurring prior to the date this Consent Award is signed by Arbitrator Scheinman. The methodology for paying such amounts shall be as follows:
 - i. The Union shall have forty-five 45 days (all time frames in this section g are measured in calendar days) from the date this Consent Award is signed by Arbitrator Scheinman within which to provide the Company with a list of all currently active employees (former employees are not eligible) to receive compensation under this Consent Award and the amount of compensation to be received.
 - ii. In order to assist the Union with calculating the amounts, the Company shall promptly provide electronic payroll records (not time cards) from the past two school years.
 - iii. The Company shall pay the amounts in g.i. above on the second payroll date following receipt of the list in g.i. above.

All payments made to employees shall be made less all applicable deductions and withholdings.
- h. Arbitrator Scheinman retains jurisdiction to hear any and all disputes between the Parties relating to the subject matter hereof. In the event of Arbitrator Scheinman's incapacity or unwillingness to serve, the Parties may return to AAA to request a replacement arbitrator.
- i. It is understood that this Consent Award may be executed in counterparts (whether by electronic mail or facsimile), each of which shall be deemed to be an original.

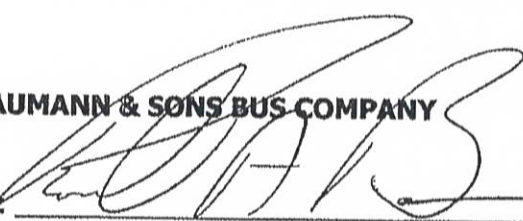
By signing below, the Parties hereby agree to the foregoing. It is therefore agreed this 14th day of August, 2012.

LOCAL 1205, IBT

By: 


Date: 8/14/12

BAUMANN & SONS BUS COMPANY

By: 

Date: 8/14/12

SO ORDERED:


Martin Scheinman, Arbitrator

Date: 8/22/2012