



TEAMSTERS LOCAL UNION NO. 1205

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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August, 2012

Greetings, Local 1205 Members. And welcome back for a new school year!

We've been busy over the summer on your behalf, and we're happy to tell you about an important, fair arbitration settlement on matters we've been working on for nearly two years. They're about bid packages and guarantees. We also reached a fair resolution on our vacation denial arbitration case, and on the contract Charter language interpretation case!

The complete text of these important settlements will be made available to everyone. For now, here is a brief outline of these resolutions, which clarify and improve your Union Contract rights **going forward**:

1. If any part of your bid package is not running due to a school closure, and such partial closure was indicated on the then-current school/customer calendar, you will never receive less than the Daily Minimum Guarantee for said day (Big Bus Drivers, 5 hours; Van Drivers and DAs, 4 ½ hours). This means that if, due to a partial closure, you only work 3 hours, you'll always get at least the minimum guarantee!
2. If any part of your bid package is not running due to a school closure, and such partial closure was not indicated on the then-current school/customer calendar, you will never receive less than the entire bid package for said day. This means that if your bid package is 6 hours and because of a partial closure you only work 3 hours, you'll always get at least the bid package guarantee!
3. If any part of your package is not running due to client absenteeism, or your entire bid package is not running due to client absenteeism, you will never receive less than your regular bid package!

In regard to all of the above examples, the company has a right to assign you to other runs when yours are not running, and can, in some instances, request a different starting and ending time. (The 7 page "Consent Award" describing the complete terms of the agreement, can be found on the Union's website.)

4. If an employee is informed of a BOCES calendar change without one week's notice, he or she cannot be denied any work (or pay) because of that change!
5. If an employee is informed of any other customer's calendar change without 31 days' notice, he or she cannot be denied any work (or pay) because of that change!

IMPORTANT! If, at any time in the first two years of our Union Contract, your package was not paid as outlined in points 1, 2, 3, 4, and 5, you need to do the following: Provide the union with a written record of when you believe you were improperly paid. (This is why your Union Agents and Stewards have advised frequently that such records be kept.) The Union needs to receive these records by Friday, September 14th. We will then review each written claim we receive, and, based on the accuracy of the claims, allocate a portion of a \$150,000 lump-sum settlement we negotiated with Baumann, to each verifiable claim!

Here are a few other examples of the terms of our arbitration settlements:

6. **Going forward:** During the first year of employment, employees are eligible for up to 6 holidays. Anyone who has been employed for one year or more is eligible for 12 holidays.
7. **Going forward:** all employees hired after June 23, 2010 are eligible for one week of vacation after one year of employment, and 2 weeks of vacation after 3 years of employment!
8. **Going forward:** no AM or PM piece of any package can ever be less the 2½ hours for Big Bus Drivers and 2¼ hours for Van Drivers and DAs!
9. **Effective August 2012:** Employees cannot be denied their vacation accruals because they refused to work during summer 2012 or refuse to do so for any future summer! And any one that was refused vacation because of their not working the summer of 2011 will not be prevented from re-scheduling that vacation time.
10. **Going forward:** All Spare Packages shall be bid with a calendar of days to be worked!
11. **Effective September 2012:** The company can only revise bid package time standards a maximum of 5 times a year! (Or when a school/customer changes a bid.)
12. **Effective August 2012:** All bids will have attached to them the published school/customer calendars (so you can know what days/hours you are and are not scheduled to work). If a calendar is not yet published, the bids will say "No Calendar Available," and the company must give you the relevant calendar as soon as it becomes available.

There's much more to say about the many exciting matters affecting our Local 1205 members at Baumann Buses, and about our ever-increasing strength. But for now I'll simply close by thanking everyone who has supported, and continues to support, greater justice at Baumann!

In solidarity,



Timothy Lynch
President, Teamsters Local 1205

P. S. We hope to see many of you at our September 26th membership meeting at the Knights of Columbus Hall in Farmingdale (1 Morton Street) at 7 pm!