



TEAMSTERS LOCAL UNION NO. 1205

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LUMBER, PLANTS, WAREHOUSEMEN AND ALLIED PRODUCTS

246 Conklin Street • Farmingdale, NY 11735

Phone (516) 501-1205 • Fax (516) 501-1208

Email: 1205teamsters@verizon.net

Website: www.teamsterslocal1205.org

Timothy Lynch, *President*
Edward Williams, *Secretary-Treasurer*
Susan Roth, *Vice-President*
Daniel DeCrotie, *Recording Secretary*
Robert Christian, *Trustee*
Andrew Gallo, *Trustee*
Nelson Nuñez, *Trustee*

June 24, 2014

Greetings Brothers and Sisters working for Baumann:

Attached is a "Settlement Agreement" reached just last night between the Company and the Union.

The Union had protested and filed grievances against the Company for what we believed were improper layoff notifications and improper picks. If the Company had been allowed to continue with their planned methods, it would have led to the improper denial of unemployment insurance; improper denial of medical contributions; and the improper denying of our members' right to bid on summer work and in the fall if they refuse to work in the summer—among many other improper positions.

We believe we reached a remedy that protects your contractual rights.

If you have any questions at all, please ask your Union Representative and we'll be sure to give you as clear an answer as possible.

In solidarity,

A handwritten signature in black ink that reads "Timothy Lynch". The signature is written in a cursive, flowing style.

Timothy Lynch
President, Teamsters Local 1205

SETTLEMENT AGREEMENT
LOCAL 1205 AND BAUMANN AND SONS BUSES, INC.
JUNE 23, 2014

This Settlement Agreement is the result of effects bargaining between the parties and this Settlement Agreement concludes effects bargaining concerning the 2014 layoffs/loss of work at Coram and Copiague. However, the Employer acknowledges that it has a continuing duty to bargain in good faith as to any matter concerning the layoffs/loss of work at Coram and Copiague that was unknown to Union at the time of the effects bargaining. Unless specified otherwise herein, the terms of this Agreement apply to the present situation only and are not precedent for other situations past, present or future.

1. Farmingdale summer 2014 work—pick in Farmingdale and begin working from Farmingdale. If the Company actually closes the Farmingdale terminal, transfer work with Farmingdale summer picks intact, regardless of the transfer of that summer work to the Copiague yard— there will be no re-picking for Farmingdale or Copiague routes in the summer if the Farmingdale work is moved to Copiague. If Farmingdale is transferred to Copiague in summer 2014 and new runs are added or become available during the summer, these runs are subject to regular posting rules at the Copiague terminal. Farmingdale fall pick—if Farmingdale is still operating, separate pick for Farmingdale, open only to unit employees on the Farmingdale seniority list. If Farmingdale is transferred to Copiague, combined list of Farmingdale and Copiague for fall pick of all who desire to return, whether on layoff or not.
2. Regular summer rules from CBA and prior agreements for medical and unemployment apply at all yards—if employee passes on way back up list or if employee indicates not available for summer work, employee loses medical contributions from Company and is not eligible for unemployment. It is noted that employees are responsible for their contribution for the summer months if coverage continues, regardless of whether they return. These are the general rules applicable to past, present and future situations.
3. Copiague and Coram
 - a. Company will issue letter postponing layoffs until fall 2014.
 - b. All employees eligible to bid per usual summer rules (including re-pick of Copiague big buses subject to the rules of this Agreement).
 - c. No need to re-pick Coram vans as parties confirm that big bus Drivers were permitted to dovetail with van drivers per prior agreement and the pick did not reach laid off employees.
 - d. Medical coverage—per normal rules above.
 - e. Unemployment—per normal rules above.

- f. Van Drivers employed at Coram and Bus Drivers, Van Drivers, and Drivers Assistants employed at Copiague (hereafter, the "affected Coram/Copiague employees") who do not work the summer may not take vacation from a new vacation award over the summer (an award earned for an anniversary date between July 1, 2014 and the start of the new school year in September 2014) or receive payout of unused vacation from a new vacation award over the summer, unless they return in fall 2014. For affected Coram/Copiague employees that (1) do not work during the summer, (2) receive medical coverage during the summer and (3) subsequently resign, it is expressly understood that any amounts of unused sick or vacation pay earned prior to July 1, 2014 (for instance days left from a March 1, 2014 anniversary date) will be paid upon resignation being effectively given to the Company, but will be offset by any amounts of medical contributions (for the employee portion) owed for the summer. For instance, if an employee resigns effectively as of September 6, and if said employee had medical coverage for the summer, and further if said employee had 5 earned, unused vacation days from a March 1 anniversary date, the employee would be paid out his/her 5 days of earned, unused vacation time less any contributions (for the employee portion) they owed for medical coverage for the summer months.
 - g. Employees that want to transfer terminals in the new school year must follow the regular process for doing so. They will be dove-tailed into the pick at their new yard by seniority and the transfers are of a permanent nature. Need to provide Company with sufficient notice of intent to transfer no later than August 10, 2014. If transfer after fall pick, subject to regular rules of 6.8.
 - h. For purposes of waiving resignation notice relating to the affected Coram/Copiague employees only as relates to this situation, if, by June 27, 2014, any affected Copiague/Coram employee not working this summer indicates they are not returning in the fall, then their unused sick and vacation pay will be paid out by the second payroll period following June 27, 2014, regardless of whether they provide 2 weeks' notice of same. However, any affected Coram/Copiague employee who does not resign by June 27, 2014 shall nonetheless be paid unused vacation days and sick days if they give two weeks' notice of resignation.
4. Issues concerning unused vacation days unused sick days for persons giving notice.
- a. Employees must give two weeks' notice of resignation to receive payout of unused vacation days and sick days. This is the general rule applicable to past, present and future situations.

The parties agree to the terms set forth above.

Agreed and Accepted

Signatures on file

 Baumann and Sons Buses, Inc.
 Date:

 Teamsters Local 1205
 Date: