

Settlement Agreement By & Between
Baumann & Sons Bus Company (the "Company")
and IBT Local 1205 (the "Union")
July 12, 2011

WHEREAS, Local 1205 alleged that certain employees (the "Grievants") were not properly compensated for vacation, holiday, and sick days to which they were allegedly entitled under the terms of the collective bargaining agreement ("CBA") between the Company and the Union; and

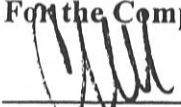
WHEREAS, the parties desire to resolve any and all disputes between the Company, and Union and the Grievants relating to this matter;

NOW, THEREFORE, the Company and the Union agrees as follows:

1. The Union and the Company agree to clarify the provisions of Articles 11, 12, and 13 of their CBA as indicated in the document appended to this Settlement Agreement entitled "Clarifying CBA Language Resolving Holiday, Sick and Vacation AAA Case # 03139" (the Clarifying CBA Language").
2. The Company agrees to make each of the seven (7) Grievants (as set forth below) whole for holiday, sick, and/or vacation pay due under the terms of the Clarifying CBA Language retroactive to September 1, 2010. The seven Grievants are: Joseph Hentz, Jose Maquilon, John Satchell, Benedict Pressimone, , Jairo Garcia, Jean Claude Mingot and Gregg Finesmith.
3. The Company and the Union shall confer and come to an agreement within thirty days of the date of this Agreement on the specific economic terms of the settlement agreement referenced in paragraph 2, above, including the precise amounts each Grievant will receive.
4. In exchange for the consideration offered by the Company under this Settlement Agreement, the Union hereby waives and releases the Company of any and all claims of any kind relating to the subject matter of this Settlement Agreement and the arbitration and dispute referenced above.
5. Each of the Union and the Company enter into this Settlement Agreement without reservation and with full knowledge of the facts as they pertain to the matter, and that upon its execution the Arbitration shall be promptly withdrawn with prejudice.
6. This Settlement Agreement shall not be used as precedent in any future or other matters between the parties and shall only be used as evidence in any action to enforce this Settlement Agreement. However, the Clarifying CBA language will forthwith be the applicable language of the CBA.

By signing below, the parties acknowledge their agreement with this Settlement Agreement:

For the Company:


Glenn J. Smith,
counsel

Date: 7/15/11

For the Union:



Date: 7/18/11

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Clarifying CBA Language Resolving Holiday, Sick and Vacation

AAA Case # 03139

Clarified Language of July 12, 2011

Settlement of AAA Case # 03139

ARTICLE 11: HOLIDAYS

11.1 All non-probationary Drivers, Driver Assistants, Spares and Terminal Relief employees who are employed by the Company as of the date of ratification of this Agreement and who regularly work a five (5) days per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids), ~~twenty (20) or more hours per week,~~ shall be entitled to the following paid holidays, subject to the following conditions:

- (a) For Christmas Day, Day after Christmas Day, Thanksgiving Day, Day after Thanksgiving Day, and New Year's Day, otherwise eligible employees must work all other regularly scheduled hours during the week in which the holiday occurs and all regularly scheduled hours of the work day immediately preceding and immediately following the holiday.
- (b) For all other holidays, otherwise eligible employees must work all regularly scheduled hours for the day before and the day after the holiday.

Absences for the following constitute valid reason for non-compliance with the conditions set forth in (a) and (b) above, and shall not operate to prevent an employee from receiving holiday pay: (i) jury duty; (ii) bereavement leave; (iii) attendance at a hearing concerning a worker's compensation injury suffered by the employee; (iv) a workers' compensation injury suffered by the employee on the day before a holiday which renders the

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employee unable to work on the day before or after the holiday; (v) a workers' compensation injury suffered by the employee on the day after a holiday which renders him unable to work that day; (vi) documented reasonable emergencies, in management's discretion; or (vii) other approved time off.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day (<i>must work 52-week schedule or be scheduled to work 4 weeks of summer route work to be eligible</i>)	Christmas Day
Labor Day (<i>must work within two (2) weeks of the holiday to be eligible</i>)	Day after Christmas Day

11.2 Eligible employees who satisfy the requirements for Holiday Pay set forth in paragraph 11.1, above, shall receive pay equal to their regularly scheduled bid package standard hours (for those bids referenced in Section 11.1 above) in effect at the time of the Holiday ~~number of daily hours (not to exceed eight (8) hours per day) based on the number of hours worked per day in the preceding month relating to their regular assignment.~~ For employees who do not work a 52-week schedule or are not scheduled to work at least 4 weeks of summer route work, payment for Labor Day shall be based on the bid package standard associated with the route they select for the school year immediately following Labor Day year.

11.3 If an eligible employee is called to work on a paid holiday, she shall receive, in addition to Holiday Pay (under the formula set forth in paragraph 11.2, above), pay at her basic hourly rate for all hours worked up to a maximum of eight (8) hours, with a minimum

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guarantee of two (2) hours. ~~Eligible part-time employees shall receive holiday pay based on the number of hours worked per day in the preceding month relating to their regular assignment.~~

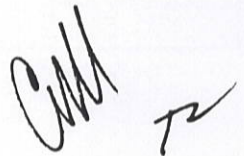
11.4 Eligible employees will be paid for Christmas Day, the day after Christmas Day, and New Year's Day *after* the employee has worked the regularly scheduled day(s) after each holiday.

11.5 Newly hired eligible employees (i.e., those who commence employment with the Company after the date of ratification of this Agreement and as limited in Article 4 (Probationary Period) above) who satisfy the requirements set forth in subparagraph 11.1, above, shall receive six (6) paid holidays – Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, and Presidents' Day, and Memorial Day – upon completion of one (1) year of service, and the twelve (12) paid holidays set forth in subparagraph 11.1, above, after the completion of three (3) years of service. All other rules, regulations and qualifications for holiday pay as set forth in this Article 11 apply with equal force to newly hired employees.

ARTICLE 12: VACATION

12.1 All non-probationary Drivers, Driver's Assistants, Spares and Terminal Relief employees who are employed by the Company as of the date of ratification of this Agreement and who regularly work a five (5) days per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids), twenty (20) or more hours per week, shall be entitled to paid vacation after each year of continuous employment on their anniversary date (except for those former package 2 and Westhampton employees designated to use July 1 each year). Vacation for those eligible employees is accrued on a monthly basis, according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Entitlement</u>
1 but less than 3	5 days
3, but less than 20	10 days



20 or more

15 days

12.2 All non-probationary Drivers, Driver's Assistants, Spares, and Terminal Relief employees who are hired by the Company after the date of ratification of this Agreement and who regularly work a five (5) days per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any combination of such bids), twenty (20) or more hours per week, shall be entitled to paid vacation after each year of continuous employment on their anniversary date (except for those former package 2 and Westhampton employees designated to use July 1 each year). Vacation for those eligible employees is accrued on a monthly basis, according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Entitlement</u>
1 but less than 3	2 days
3, but less than 5	5 days
5, but less than 20	10 days
20 or more	15 days

12.3 For purposes of vacation pay, a day is ~~equal to the product of the number of hours the employee is regularly scheduled to work, not to exceed eight (8) hours in a day, at her regular hourly rate of pay.~~ For eligible employees whose hours fluctuate, the number of hours in a day shall be equal to the average number of hours worked in the ten (10) week period preceding the scheduled vacation (this calculation utilizes only days worked during the 10-week period and is measured backward from two weeks before the week that the vacation pay is paid to the employee and not exceeding eight (8) hours per day), which shall be paid at her regular hourly rate of pay.

12.4 An eligible employee must file a written request for vacation with her immediate supervisor (to be approved by Human Resources) not less than thirty (30) days in advance of the proposed vacation time. Vacation requested in a timely manner will not be

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unreasonably denied. Further, Human Resources must approve, in writing, any such vacation request. Vacation Pay shall be paid in the week preceding the vacation if timely requested in advance.

12.5 Vacation must be taken during scheduled school/camp/other program recesses (i.e., Christmas/Winter Break, Easter/Spring Break, and the week immediately following the last day of school/camp/other program). Eligible employees who work on non-school work/adult programs must take their vacation when school/camp/other programs are closed.

12.6 With respect to Mechanics and Maintenance employees, the Company reserves the right to black out the following periods: the two weeks after school ends, and the two weeks before and after school starts.

12.7 Eligible employees may not carry over accrued but unused vacation time into the following school year. Further, eligible employees will not be paid out accrued but unused vacation time if not used in the year in which it is granted, unless the employee is deprived (unless justified) of the opportunity to use vacation time during the school year.

12.8 Eligible employees who are terminated for cause (including, but not limited to those employees who are found to have committed Cardinal Violations, as set forth in Article 29 (Work Rules)) shall not be entitled to payment for accrued but unused vacation time.

~~12.10~~ 12.9 _____ Vacation time will not accrue during any period of time she is on any type of Leave of Absence that exceeds thirty (30) days in duration.

ARTICLE 13: SICK LEAVE

13.1 All non-probationary Drivers, Driver's Assistants, Spares and Terminal Relief employees who regularly work a five (5) day_s-per week bid of any kind and duration (including only the following bids: AM bid, PM bid, Mid-day bid, and/or Late Run bid or any

combination of such bids), twenty (20) or more hours per week, shall accrue one half (1/2) sick day for every full month worked in each calendar year.

13.2 Eligible employees who miss more than one full workday (excluding approved time off) or have one lateness in excess of 15 minutes shall not accrue any sick leave for that month.

13.3 All non-probationary Drivers, Driver's Assistants, Spares, and Terminal Relief employees shall be eligible to take paid sick leave. Drivers, Driver's Assistants, Spares, and Terminal Relief employees still in their probationary period shall continue to accrue sick leave during that period according to the formula set forth in paragraph 13.1, above.

13.4 Sick pay shall be paid according to the number of bid package standard hours (for those bids referenced in Section 13.1 above) in effect at the time of the Sick day (not to exceed eight hours per day)~~hours the employee is regularly scheduled to work in a regular work day.~~

13.5 Eligible employees will be permitted to carry over up to two (2) accrued but unused sick days to the following calendar year, provided they supply the Employer with written notice of their intent to do so by no later than December 1 of each year for which they seek to carry over sick days. Eligible employees who have accrued but unused sick days at the end of the calendar year will be paid for that accrued but unused time in February of the following year (unless carried over up to a maximum of two (2) in any year). Eligible employees who are terminated for cause shall not be entitled to payment for accrued but unused sick time.

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