

Settlement Agreement By & Between
Baumann & Sons Buses, Inc. (the "Company")
- and - IBT Local 1205 (the "Union")

WHEREAS, the Union filed a demand for Arbitration dated February 24, 2012 stating the issue as follows: "Has the Employer failed to abide by the charter language in its cba? And if so, should the employer make whole unit employees Skinner, Miller, Greg & Masching, and all other similarly situated employees, for its failure?"; and

WHEREAS, the Company denied said grievance; and

WHEREAS the parties agreed to settle said grievance effective March 5, 2012, which included (1) individual settlement agreements for Skinner, Miller, Greg and Masching, which have already been created and signed by both Skinner and Masching, (2) withdrawal of the grievance and (3) clarifications to the Charter language of the CBA; and

WHEREAS, the parties desire to clarify the language of the Charter provisions of the CBA per the terms of this Settlement Agreement;

NOW, THEREFORE, the parties hereby agree to clarify Article 33 of the CBA as follows:

ARTICLE 33: CHARTERS

33.1 Eligibility

- (a) Employees must satisfy all certification and other requirements established by the school, district, or agency before she will be offered the opportunity to perform Charter work for that school, district, or agency.
- (b) The Company shall maintain two separate Charter bid lists – one for weekday trips, and one for weekend trips – for each terminal.
- (c) Drivers who hold steady weekday positions performing school or other route work may not bid on weekday Charter work which would interfere with their performance of their bidded home to school/program route work. The same is true for Task Specific work that is assigned on a scheduled basis with specific hours. Weekday charters shall be assigned to those employees that bid on such work pursuant to the following selection order: home to school drivers whose routes do not conflict with the charter, and then spares. If a charter is not covered from the drivers and spares, then the Company can assign casuals. If there are insufficient casuals, then the Company may offer the charter work to nearby yards for spares or drivers that volunteer. Thereafter, the Company may offer the charter work to home to school drivers with conflicts, followed by mechanics with appropriate licensing.

- (d) Drivers who hold steady weekday positions performing school or other route work may bid on weekend Charter trips.
- (e) Charter work is neither shuttle work (i.e., a regularly scheduled pick up or drop off) nor home-to-school work.

33.2 Method of Assigning Charters:

- (a) For purposes of bidding, Van Drivers and Bus Drivers will bid separately. Stated otherwise, Van Drivers will be given preference on Van Trips; and Bus Drivers will be given preference on Bus Trips.
- (b) Weekday Charter work shall be assigned by geographic proximity, then on a rotating basis. All weekend Charter work shall be bid on the basis of terminal seniority on a rotating basis.
- (c) All Charter trips shall be posted for bid on a weekly basis. The Union recognizes that exigencies may arise from time to time (i.e., a last minute charter or change of charter) that may prevent the employer from making a timely posting in the prior week. All trips must be signed for and circled in ink by the Driver no later than 1:00 p.m. on the Friday of the week prior to the Charter. If a change is made, it must be initialed by a Shop Steward or Union Representative and Driver.
- (d) Charter work shall be offered on a terminal-by-terminal basis at all Terminals other than Commack on a rotating basis, subject to the following rules:
 - (i) If an employee signs up for a trip, and is assigned and performs the charter, she will be charged with a "take." The take is effective upon assignment of the charter, but shall be removed if the charter is not performed as assigned.
 - (ii) Subject to the other restrictions set forth in this Article, Charter work will be assigned to the employee who bids for the charter and has the least recent take. In the event of a tie, the charter will be assigned to the employee with the highest driving seniority with the least recent take.
 - (iii) If the trip has an anticipated three (3) hour duration or greater, the assigned employee will receive a "take," unless said driver is required to perform said work through the reverse seniority process even though they did not bid on it, in which case they will not be charged with a take. Employees assigned or successfully bidding on Charters

under three (3) hours shall not be charged with a take. Charters of less than three (3) hours duration will be assigned by geographic proximity and seniority. Geographic proximity may include the school, program or yard with the objective of permitting the Company to achieve time and mileage cost efficiencies. .

- (iv) If no one signs up for a trip during a "phase down" period, the Employer will assign charter trips in reverse seniority order. The employee assigned to the trip shall not be charged with a "take."
- (e) Charters at the Commack Terminal only shall continue to be offered and filled pursuant to the existing two list methodology utilized at Commack.
- (f) The Parties acknowledge that the Employer has the right to cover all work. If a driver provides short notice that she is unable to perform a trip, the Employer agrees to make all reasonable efforts to assign the trip to the most senior available driver. If the Company has not received a sufficient number of volunteers to cover available charters, it may utilize non-bargaining unit personnel to perform the work. Alternatively, the Company may require employees, in reverse seniority order (on a terminal basis), to perform the work.
- (g) The Company shall have the right to refuse to assign Charters to an employee if such assignment will cause the employee to work in excess of forty four (44) hours in the week.

33.3 Charter Hours and Rate of Pay

- (a) Work performed on Bus Charters shall be paid for at then-current starting rate for the Bus classification for all hours worked, including pre-trip and post-trip inspection time, driving time, and layover time during which she is not released from service. "Hours worked" shall not include overnight time. The rules for Van Charters are the same, except those trips shall be paid for at the then-current starting rate for the Van classification for all hours worked.
- (b) Employees shall receive two (2) hours of pay at the applicable hourly rate of pay for trips cancelled with less than three (3) hours' notice, except that, if the driver is given the opportunity to perform other driving work, the guarantee shall not apply.

33.4 Overnight Charters

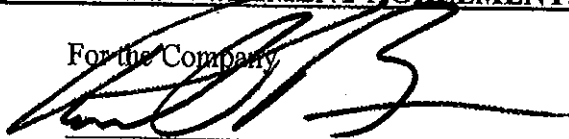
- (a) When away from home on a trip that requires the use of toll facilities and/or overnight lodging, the Driver shall be given expense money in advance if she so requests for which she shall account for with receipts.
- (b) On overnight charters, drivers shall receive a minimum of eight (8) hours or the number of hours actually worked, whichever is greater, of pay at the applicable hourly rate of pay for the outbound leg of the trip, and be paid for their actual hours worked at the applicable hourly rate of pay for the inbound leg of the trip.

33.5 Compliance with Federal and State Law

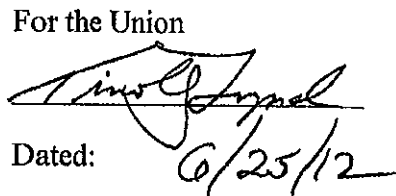
- (a) The Employer and the individual drivers agree to abide by all federal and state laws that govern the hours of work and service for drivers.

In addition to the language clarifications above, the parties agree that within two (2) weeks of the date of this Settlement Agreement, the Union shall advise the Company of any and all pending grievances pertaining to the issues encompassed herein. The parties agree to operate in good faith to ensure that any and all such grievances are resolved consistent with the terms of this Settlement Agreement, which would include any applicable make whole or make-up remedies.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THEIR AGREEMENT WITH THIS SETTLEMENT AGREEMENT.

For the Company


Dated: 6/25/12

For the Union


Dated: 6/25/12

THE FOREGOING WAS RECOMMENDED TO THE PARTIES BY THE MEDIATOR, ELLIOTT D. SHRIETMAN WHO HAS SIGNED BELOW.


Dated: 6/27/12