

BAUMANN & SONS BUSES, INC – AND - IBT LOCAL 1205
MULTIPLE ISSUE SETTLEMENT AGREEMENT TERM SHEET

November 30, 2011

1. Branth – separate grievance - as per current settlement agreement.
2. Scheck - part of AAA Case No 13 300 03137 - as per current settlement agreement.
3. Schoene - part of AAA Case No 13 300 03137 - as per current settlement agreement, but include interim period from 11/7.
4. Reid - part of AAA Case No 13 300 03137 - as per current settlement agreement, but include interim period from 11/7.
5. Deluca - part of AAA Case No 13 300 03137 - as per current settlement agreement, but include interim period from 11/7.
6. Feliciardi - part of AAA Case No 13 300 03137 - as per current settlement agreement, but include interim period from 11/7.
7. Molina – part of Dry Run Grievance - 2.5 hours as per current settlement agreement.
8. Skinner– part of Dry Run Grievance - 2.5 hours as per current settlement agreement.
9. Brown - part of Dry Run Grievance - 2.5 hours as per current settlement agreement.
10. Schoene – discipline for Bohemia shop incident will not be grieved.
11. Minimum Guarantee Settlement – AAA Case No 13 300 03136 10 - resume process and handle separately – parties maintain their respective arguments subject to paragraph 27 below.
12. ULP issues and miscellaneous CBA Clarifications
 - a. Both Union and Company agree to withdrawal and/or request dismissal with prejudice of all filed ULPs immediately upon execution of this Term Sheet. (This includes any and all charges filed by the parties as of the date this Term Sheet)
 - b. Company will create a binder at each terminal within 60 days of signed settlement to include the following
 - i. All standard packages at terminal;
 - ii. On a go forward basis, tracking of charter work and the successful bids on such charter work;
 - iii. Stewards can have reasonable access to it on advance notice; and
 - iv. If a Union Representative requires access to the binder to address a grievance, he/she shall make an appointment to review the binder with the Terminal Manager.
 - c. Company will provide the following to the Union
 - i. Copy (at no charge) of bids in August and June (or ASAP if not available at such times) each year (cover sheet and not including customer names and contact information). (Total of twice per year). Updates to be reflected in binder in 12 b above.
 - ii. Copy (at no charge) of standard package for each bid when established for school year and summer program. (Total of twice per year). Updates to be reflected in binder in 12 b above.

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- iii. Seniority (at no charge) list every 6 months including name, class, regular rate of pay, hire date and classification date (total of twice per year).
 - iv. When established, copy (at no charge) of list of Home Drivers, Home DAs and parkouts for school year and summer program (total of twice per year).
 - v. The Company agrees to provide (in a timely fashion) all pertinent information (at no charge, unless overly burdensome) necessary to process specific grievances and related arbitrations.
- d. Union agrees to the following:
- i. Union agrees to provide (in a timely fashion) all pertinent information (at no charge, unless overly burdensome) necessary to process specific grievances and related arbitrations.
 - ii. Union agrees to provide current copies (at no charge) of its other school bus industry CBAs.
 - iii. To withdraw its request of October 11, 2011 to modify its dues structure and the obligation to tender dues after 30 days employment.
- e. Mutual Agreements
- i. The parties confirm the provisions of Article 6.5 of the CBA relating to the assignment of home driver, home DA and parkout routes.
 - ii. The parties confirm their agreement that the Company may cancel dry runs at any time and that employees must not use their own vehicles for dry runs.
- f. Sick Day ULP Settlement
- i. Delemo - 0 days
 - ii. Rydeski - 2 days
 - iii. Masching - 2 1/2 days
 - iv. Swiatkowski - 1/2 day
 - v. Baez - 0 days
 - vi. As a resolution to the Sick Day ULP, the Company intends to credit each of the employees above with the number of sick days set forth next to his/her name. The Company will, within 14 days of execution of this Term Sheet, provide the Union with its calculation and supporting documents to support the figures provided above (with the exception of documentation for Baez whom it is agreed by the parties is owed no sick days as relates to the Sick Day ULP). The Union will reply within 14 days with its acceptance or suggested modification of the Company's position. If the parties agree on the calculations, the above Employees will then be credited (effective immediately) with the number of days agreed to by the parties. If there is a remaining disagreement for any of the above employees, the parties may arbitrate any such disputes if they are unable to reach a resolution.
- g. Grievance procedure - Union and Company agree to interpret the Grievance procedure as follows:
- i. Step 1 is a 14 day period, during which the Union has 14 days to complete Step 1 (from date of occurrence or later date on which the

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grievant or the Union knew or reasonably should have known of the event or omissions giving rise to the grievance). There are two components to Step 1 – (1) employee and/or steward to raise the issue with immediate supervisor and (2) steward addresses with Union and written grievance to be generated and provided to Company. The employee or steward may address both components of Step 1 at the same time by presenting a written grievance to the immediate supervisor at the time the employee and/or steward address the issue in the first instance with the immediate supervisor.

- ii. Step 2 is a 14 day period, during which the Union has 14 days from the end of the 14-day period in Step 1 to complete the items in Step 2 – namely, to address the grievance with Company HR or their designee.
- iii. Union has 31 days from the end of the 14-day period in Step 2 to file for arbitration.
- iv. Parties have 5 days from the date on which arbitration is timely filed to mutually select an arbitrator or for the moving party to file the matter with AAA.
- v. Step 2 proceedings need not occur with in-person meetings and shall be judged on an individual basis. If no meeting occurs, the Union will be provided with the opportunity to be present with the grievant when conducting the call and such shall occur from the Employer's nearest terminal with a common room suitable for such conference call.
- vi. For expedited arbitration, the items in g(i), g(ii) and g(iii) above are confined to 7 days, 7 days and 14 days, respectively.

13. Sick Day (part of case AAA 13 300 01339 11) - confirm understanding of sick day procedure

- a. Employee does not accrue if more than 1 unexcused day in month
- b. Employee does not accrue if one lateness over 15 minutes in a month
- c. Use of accrued unused sick days counts as excused days off for 13a above.
- d. These clarified rules apply to the accrual of sick leave from 1/1/11 forward and all items from 12/31/2010 back are resolved without adjustment.

14. Snow Day (part of case AAA 13 300 01339 11) – clarify requirements so that receipt of Snow Day pay does not depend on working regularly scheduled work day before or after to receive snow day payment. Further clarify that employees on any leave of any kind shall not be eligible for pay for a Snow Day (for instance, but not limited to Disability, Workers Compensation, FMLA, or other leaves) occurring during such leave. To determine if any employees are owed pay for any Snow Day or part thereof relating to last Winter, the Union shall, within 30 calendar days from the date this Term Sheet is executed, provide the Company with a list (the "Union's Snow Day List") of each employee that it contends has been improperly paid for any Snow Day or portion thereof last Winter. The Union's Snow Day List shall refer specifically to each employee that it claims was improperly paid for any Snow Day or portion thereof last Winter, including the exact dates of Snow Days pay claimed by each employee on the Union's Snow Day List. The Union's Snow Day List will be supported by a signed acknowledgement from each employee included on the Union's Snow Day List certifying each employee's claim.

Any claims not included on the Union's Snow Day List are forever waived. Within 15 calendar days after receiving the Union's Snow Day List, the Company shall provide the Union with a list ("Company Snow Day Response List") that includes (a) the names of employees and amounts due that it agrees to from the Union's Snow Day List (which the Company shall pay in the next following pay period) and (b) the names of employees for whom it has a dispute. The Company's Snow Day Response List shall refer specifically to each employee from the Union's Snow Day List and shall include the exact number of hours of Snow Day pay it claims each employee is owed. Within 30 calendar days after receiving the Company's Snow Day Response, the Union and the Company shall meet in an attempt to resolve each of the discrepancies that are on the Company's Snow Day List. If there is a remaining unresolved disagreement relating to any of those employees on the Company's Snow Day List, the parties may arbitrate any such dispute(s) relating to an employee's Snow Day pay from last Winter.

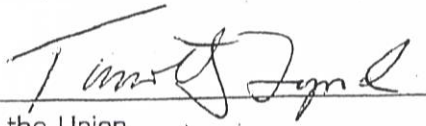
15. Vacation Day (part of case AAA 13 300 01339 11) - clarify no more than 5 days' pay in a vacation week. Apply go forward only – no retroactive adjustments.
16. Life Insurance – AAA Case No. 13 300 01859 – already paid approximately \$1,250 – pay total of \$10,000 minus the approximately \$1,250 already paid.
17. Labor Day – Labor Day Grievance - clarify the language as follows
 - a. Must work within two weeks of Labor Day and must work regularly scheduled day before and regularly scheduled day after Labor Day, but only if such days are in the current school year. Thus, if an employee misses the last day of his summer program or the last day of the prior school year program, such does not impact her eligibility for Labor Day pay.
 - b. For all employees, Labor Day pay equals daily Monday standard bid package in the new school year.
 - c. Pay retroactively for Labor Day 2011 to any effected employees. The Company will review its records relating to Labor Day 2011 to determine if any employees are owed pay for Labor Day 2011 or a portion thereof. Within 30 calendar days after the execution of this Term Sheet, the Company shall provide the Union with a list ("Company's Labor Day List") of all employees who, pursuant to its calculations, have not been properly paid for Labor Day 2011 or any portion thereof, giving due respect to the clarified requirements set forth above. The Company shall issue, during the next following pay period, payment to the effected employees on the Company's Labor Day List. Within 15 calendar days after receiving the Company's Labor Day List, the Union shall provide the Company with a list of discrepancies ("Union's Labor Day Discrepancy List") setting forth each employee that it contends has been omitted or improperly credited with Labor Day or any portion thereof on the Company's Labor Day List. The Union's Labor Day Discrepancy List shall refer specifically to each employee that it claims was improperly credited by the Company's Labor Day List, including the exact number of hours of Labor Day pay claimed by each employee claimed to have been omitted or underpaid. The Union's Labor Day Discrepancy List will be supported by a signed acknowledgement from each employee included on the Union's Labor Day Discrepancy List certifying each employee's claim. Any claims not included on the Union's Labor Day Discrepancy List are forever waived.


Within 30 calendar days after receiving the Union's Labor Day Discrepancy List, the Union and the Company shall meet in an attempt to resolve each of the discrepancies that are on the Union's Labor Day Discrepancy List. If there is a remaining unresolved disagreement relating to any of those employees on the Union's Labor Day Discrepancy List, the parties may arbitrate any such dispute(s) relating to an employee's Labor Day 2011 pay.

18. Holiday clarification – Holiday Pay Grievances post Labor Day 2011
 - a. All Holidays are to be paid based on the regular bid package standard for the missed day (Monday holiday = Monday package, Friday holiday = Friday package, etc.).
 - b. Unless the CBA requires different qualifiers (for instance, working the entire week, or those specific to Labor Day, etc.), this clarifies that the employee must work the regularly scheduled day before and the regularly scheduled day after the Holiday in order to receive Holiday pay.
 - c. Pay retroactively and prospectively for Holidays - Holidays occurring after Labor Day 2011. The Company will review its records relating to Holidays occurring after Labor Day 2011 (the "Recent Holidays") to determine if any employees are owed pay for Recent Holidays or a portion thereof. Within 30 calendar days after the execution of this Term Sheet, the Company shall provide the Union with a list ("Company's Recent Holiday List") of all employees who, pursuant to its calculations, have not been properly paid for Recent Holidays or any portion thereof, giving due respect to the clarified requirements set forth above. The Company shall issue, during the next following pay period, payment to the effected employees on the Company's Recent Holiday List. Within 15 calendar days after receiving the Company's Recent Holiday List, the Union shall provide the Company with a list of discrepancies ("Union's Recent Holiday Discrepancy List") setting forth each employee that it contends has been omitted or improperly credited with Labor Day or any portion thereof on the Company's Recent Holiday List. The Union's Recent Holiday Discrepancy List shall refer specifically to each employee that it claims was improperly credited by the Company's Recent Holiday List, including the exact number of hours of Recent Holiday pay claimed by each employee claimed to have been omitted or underpaid. The Union's Recent Holiday Discrepancy List will be supported by a signed acknowledgement from each employee included on the Union's Recent Holiday Discrepancy List certifying each employee's claim. Any claims not included on the Union's Recent Holiday Discrepancy List are forever waived. Within 30 calendar days after receiving the Union's Recent Holiday Discrepancy List, the Union and the Company shall meet in an attempt to resolve each of the discrepancies that are on the Union's Recent Holiday Discrepancy List. If there is a remaining unresolved disagreement relating to any of those employees on the Union's Recent Holiday Discrepancy List, the parties may arbitrate any such dispute(s) relating to an employee's Recent Holiday pay.
19. Task Specific jobs – Task Specific Job grievances - bid per Union request going forward (classification seniority for a bus driver at terminal if a bus job, classification seniority for a van driver at the terminal if a van job, date of hire at the terminal if no driving is

- required. No retroactive pay for Juan Figueroa, but he shall be awarded the job in question going forward effective from the first Monday after the day that this Term Sheet is executed.
20. D'Angelis Arbitration – resolve and settle for 3 days of back pay.
 21. Failure to Bid Arbitration – AAA Case No 13 300 01553 - resolve and clarify
 - a. Will bid all work as required by the CBA going forward.
 - b. \$100 for Richard Rooney.
 22. \$0.10 pay scale dispute – No settlement, parties maintain positions, resume process and handle separately, subject to paragraph 27 below.
 23. Medical Insurance – Company will contribute at existing rates for the 7 or 8 people that refused work in Summer 2011 (employees responsible for their contribution). Going forward, employees bear responsibility for the entire July and August medical premium at COBRA rates (if elected by the employee or no coverage at all) if they refuse work in the summer. Employer contributions are not reinstated until said employee(s) return(s) to work.
 24. Rates of pay and time worked –
 - a. When someone fuels their own vehicle – regular rate of pay in effect at the time.
 - b. When someone fuels other vehicles – gas jockeying rate.
 - c. Bus Drills – regular rate of pay in effect at the time.
 - d. For a and c above, pay is only paid if the time worked exceeds the regular bid package.
 25. 39 Week Guarantee Arbitration – AAA Case No 13 300 01552 - No settlement, parties maintain positions, resume process and handle separately, subject to paragraph 27 below.
 26. Work time Arbitration – AAA Case No 13 300 01555 – No settlement (except for existing stipulation), parties maintain positions, continue with current arbitration and handle separately, subject to paragraph 27 below.
 27. The Union agrees to dismiss with prejudice each arbitration or grievance specifically addressed and resolved by this Term Sheet. However, it is agreed that for each unresolved grievance or arbitration (including, but not limited to, those addressed in paragraphs 11, 22, 25 and 26 of this Term Sheet) pending as of the date of this Term Sheet, the terms of this Term Sheet shall not be cited to nor shall such terms have any precedential or prejudicial effect on such matters. Further, in connection with such unresolved matters, the parties may maintain and argue positions (including but not limited to timeliness issues and those arising from the ULP cases) as if this Term Sheet did not exist. Neither details relating to the negotiation of this Term Sheet nor the proposals made shall be used as evidence or referred to in any subsequent legal proceeding (e.g., arbitration or NLRB matter) between the parties, except an action to enforce the agreements made herein.
 28. Any and all payments to be made herein shall be paid promptly and subject to the procedures for each such matter and shall be paid less all required deductions and withholdings.

By signing below, the parties hereby agree to the terms of this Term Sheet, that the terms of this Term Sheet modify the parties' CBA according, and to effectuate all further forms, actions, notices, etc. as are necessary to give this Term Sheet full meaning and effect.


For the Union
Dated - 11/30/11


For the Company
Dated - 11/30/11
Glenn J. Smith, counsel

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