

**NEGOTIATED SETTLEMENT AGREEMENT &
CONSENT AWARD OF ARBITRATOR H. EDELMAN
IN THE MATTER OF
BAUMANN & SONS BUS COMPANY ("COMPANY")
- AND -
TEAMSTERS LOCAL 1205 ("UNION")
AAA CASE # 13 300 02686**

~~WHEREAS, on November 3, 2010, the Union demanded arbitration in AAA Case #13-300-02686 asserting that the Company failed to pay spare drivers their bid packages properly when said drivers successfully bid for extra charter work; and~~

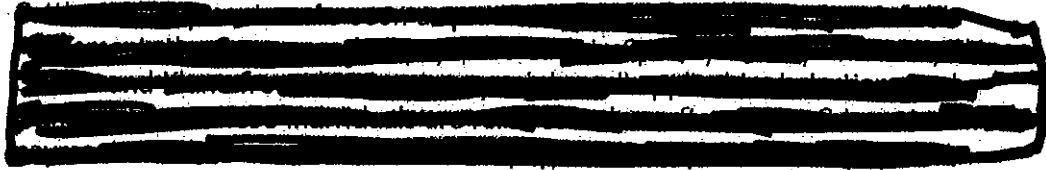
WHEREAS, on October 24, 2011, an arbitration was commenced before Arbitrator Howard Edelman under the Parties' labor agreement ("CBA"); and

WHEREAS, on October 24, 2011, the Parties entered into this Negotiated Settlement Agreement and Consent Award ("Agreement") with the input and observations of Arbitrator Edelman;

NOW, THEREFORE, the Parties agree that the following clarifications and rulings shall modify their CBA and shall resolve any and all matters relating to the subjects herein:

1. A spare will be guaranteed at least four hours in the day at spare pay (more if they work over 4 as a spare or fewer if they do not work their regular reports). The calculation is done at the end of the day. Thus, if the spare works 3 hours as a spare and 5 & 1/2 hours at charter rate, the Company would take one (1) hour of the charter time and pay it at spare rate. In the above example, the result would be 4 hours at the spare's regular pay and 4 & 1/2 hours at charter rate.
2. The Company can reschedule the am and/or pm report times for spares if the spare is awarded a charter that overlaps with her regular reporting times by more than 45 minutes. Thus, if a spare's report was 6:30 am - 8:30 am for the morning and the charter she selects goes out at 7:45 am, the Company shall schedule the driver to work from 6:30 am - 7:45 am as a spare and then at 7:45 am as a charter. If afternoon hours are not impacted, the spare shall still perform her pm report as well. For the day, the rules in Paragraph 1 above will be applied so that the spare has no less than 4 total hours (or greater if worked as a spare) at spare pay. The same logic shall hold true for working after a charter returns. Thus, if the overlapping time period of the charter into the spare's am or pm starting time is 45 minutes or less, then the spare shall be permitted to finish her regular report time. The examples attached as exhibits A & B are offered to explain the above. In the event that spares are called in, they may be utilized to perform any and all work normally assigned to spares, e.g.: fueling, making yard lists, performing mock inspections on vehicles, jockeying, parking vehicles, assisting other drivers.
3. 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 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.

4. 

5. Miscellaneous

- a. Each of the Union and the Company enter into this Agreement without reservation and with full knowledge of the facts as they pertain to the matter. Accordingly, any and all claims of any kind, including but not limited to grievances and arbitration demands, relating to the subject matter hereof are deemed withdrawn with prejudice and are waived and released as of the date this Agreement is signed by Arbitrator Edelman.
- b. The Parties shall incorporate the terms of this Agreement into their CBA, correcting any errors and inconsistencies.
- c. The terms of this Agreement are made on a prospective basis only.
- d. Confidentiality. Each of the Union and the Grievants acknowledges that the dollar amounts set forth in Paragraph 4 above are confidential. Accordingly, Each of the Union and the Grievants agrees not to disclose or cause to be disclosed, either directly or indirectly, to any person or organization (including but not limited to any current, former or future employee of the Company) except as specifically permitted under this Agreement or required by force of law, any information regarding the dollar amounts set forth in Paragraph 4 above ("the Confidential Information"), and to respond to any inquiries regarding the disposition of the claims contained in this arbitration by stating, "It has been resolved" and nothing more (except the parties may discuss the settlement of the terms expressed in Paragraphs 1, 2 and 3 above. In the event that there are any violations of this Agreement relating to the Confidential Information referenced herein, the breaching party shall be responsible for reimbursing the Company for the full amount of the monetary settlements made in this matter. Each Grievant may disclose the Confidential Information (relating only to himself or herself) and fact of this settlement to his/her spouse and his/her attorneys and accountants only, and shall direct them to keep such information confidential, and shall inform them that he/she may be held responsible for any disclosure by them, and to accept full and legal responsibility for any such disclosures.
- e. Arbitrator Edelman retains jurisdiction to hear any and all disputes between the Parties relating to the subject matter hereof. In the event of his incapacity or unwillingness to serve, the Parties may return to AAA to determine a replacement arbitrator.

f. Neither Party admits any fault or wrongdoing of any kind.

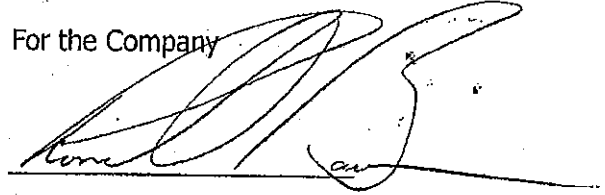
By signing below, the Parties hereby agree to the foregoing. It is therefore agreed this 24th day of October, 2011.

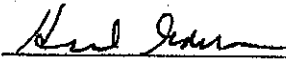
For the Union



So ordered,

For the Company





Arbitrator Howard Edelman

E:\Spare Pay Settlement 11.10.24 final.doc

Sample Am Report

EXHIBIT A

6¹⁵ - 8¹⁵
A - A

CURRENT REPORT
CLASSIFICATION

~~SECRET~~

	Start
6 ³⁰	6 ³⁰
6 ⁴⁵	6 ⁴⁵
7 ⁰⁰	7 ⁰⁰
7 ¹⁵	7 ¹⁵
7 ³⁰	6 ¹⁵
7 ⁴⁵	6 ¹⁵
8 ⁰⁰	6 ¹⁵

Sample pm Report
130 - 330

EXHIBIT B

~~START~~
~~END~~
 CHARTER
 END
 TIME

~~START~~
~~END~~
 CHARTER
 END
 TIME

	<u>145</u>	<u>END</u> <u>330</u>	<u>145</u>	<u>Start</u> <u>145</u>
	<u>200</u>	<u>330</u>	<u>200</u>	<u>200</u>
	<u>215</u>	<u>330</u>	<u>215</u>	<u>215</u>
	<u>230</u>	<u>230</u>	<u>230</u>	<u>230</u>
	<u>245</u>	<u>245</u>	<u>245</u>	<u>130</u>
	<u>300</u>	<u>300</u>	<u>300</u>	<u>130</u>
	<u>315</u>	<u>315</u>	<u>315</u>	<u>130</u>