

Settlement Agreement By & Between
Baumann & Sons Bus Company (the "Company")
and IBT Local 1205 (the "Union")
Disqualification of Stokes and Kind
August 25, 2011

WHEREAS, the Grievants, Doug Kind and Brittany Stokes, were disqualified by Servisair (the managing agent to Company customer Nassau County Pre-School) resulting in them being restricted from working from May 31, 2011 to June 13, 2011; and

WHEREAS, Servisair was unable to corroborate that the Grievants participated in misconduct, and agreed that the Grievants would be permitted to work on Servisair accounts going forward, other than the Boces Carmen Avenue School; and

WHEREAS, the Company desires to confirm the provisions of Article 29.3 of the CBA; and

WHEREAS, the parties desire to resolve any and all disputes between the Company, and Union and the Grievants relating to the subject matter of this dispute and to provide for an enhanced mechanism going forward;

NOW, THEREFORE, the Company, the Union and Grievants agree as follows:

1. Each of the Union, the Company and the Grievants enter into this Settlement Agreement without reservation and with full knowledge of the facts as they pertain to the matter.
2. In exchange for the waivers and releases contained in paragraphs 5 and 6 of this Settlement Agreement, the Company agrees that it will pay (on the September 2, 2011 payroll) to Brittany Stokes the amount of \$508.45 and to Doug Kind the amount of \$787.05 as a settlement payment, each such payment made less all required deductions and withholdings applicable to wage payments.
3. The parties agree that this Settlement Agreement shall preclude other employees and/or the Union from challenging the propriety of the Company's application of Article 29.3 for all events arising prior to the date of this Settlement Agreement and the parties further agree to supplement Article 29.3 such that the Company shall, going forward, notify the Union and any effected employee of any future disqualification under Article 29.3 by utilizing the letter attached as Exhibit A.
4. It is agreed that this Settlement Agreement shall not have any precedential effect on any other matter between the Company, the Union, and/or the Grievants, except as referenced herein and except to confirm that Stokes and Kind are precluded from servicing the Boces Carmen Avenue school until further notice. This Settlement Agreement may not be used as evidence in any matter, other than a matter relating to the enforcement of this Settlement Agreement against any of the parties. No party to this Settlement Agreement admits misconduct or fault of any kind.
5. By entering into this Settlement Agreement and accepting its terms, the Grievants agree to waive any and all claims of any kind either may have against the Company that may have arisen before the time this Settlement Agreement is signed (except for any existing class arbitrations filed as of the date hereof). The Grievants further waive any and all claims either may have against the Union relating to any events that occurred prior to the time this Settlement Agreement is signed.
6. In exchange for the consideration offered by the Company under this Settlement Agreement, the Union waives and releases the Company of any and all claims of any kind relating to the subject matter of this Settlement Agreement and the right to arbitrate the dispute referenced above.

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

For the Company:


8/25/11
Dated:

For the Union:


8/25/11
Dated:

Doug Kind


8/25/11
Dated:

Brittany Stokes


8/25/11
Dated:

Exhibit A

Letter to Notify of Disqualifications on Company Letterhead

Dear *[Employee Name]*:

This is to advise you that we have received a *[verbal or written]* communication from *[Mr/Ms - insert name of person notifying of disqualification]* of *[insert notifying company name]* at *[insert time]* am/pm on *[insert date]*, requiring this Company to disqualify you from the following work until further notice:

[insert description of work].

We will notify you of any change in your status.

Very truly yours,

On behalf of Baumann & Sons Buses, Inc.

cc: Timothy Lynch, Local 1205 via email copy