

**AMERICAN ARBITRATION ASSOCIATION  
ARBITRATOR ELLIOTT SHRIFTMAN**

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LOCAL 1205, IBT,	:	
	:	
Union,	:	<b>CONSENT AWARD</b>
	:	
v.	:	AAA Case No.
	:	13 300 00939 13
BAUMANN & SONS BUSES, INC, et al.,	:	
	:	
Company.	:	
_____	X	

In full settlement of the above arbitration (and all related grievances) between Local 1205, IBT ("Union") and Baumann & Sons Buses, Inc., et al. ("Company"), the parties stipulate and agree to the execution of this Consent Award by Arbitrator Elliott Shriftman.

WHEREAS, the parties desire to amicably resolve the above grievances and arbitrations in full; THEREFORE, the Parties agree to the following, which shall resolve any and all matters relating to the subjects herein:

1. Alert Employees shall have a one-half hour unpaid meal break after 8 contiguous hours and a second half hour unpaid meal break after 16 contiguous hours. Nothing in this Consent Award impacts overnight layovers or longer Alert Charters, which policies remain unchanged.
2. Non-Alert Employees shall have a one-half hour unpaid meal break after 6 contiguous hours and a second half hour unpaid meal break after 8 contiguous hours. The Non-Alert Employee Charter Ticket shall be updated with the following language:
  - a. If performing this Charter will require the Employee to work over 6 contiguous hours from the most recent report, the Employee shall have one-half hour unpaid meal period deducted from his/her pay. If performing this Charter will require the Employee to work over 8 contiguous hours from the most recent report, the Employee shall have an additional one-half hour unpaid meal period deducted from his/her pay. Such deduction or deductions shall be made unless the customer affirms, by signing below, that the Employee was unable to take such meal break or breaks during the Charter.
3. The clarifications set forth above shall take effect on Monday October 21, 2013.
4. The Union and the Company agree to this Consent Award 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kind, including but not limited to grievances and arbitration demands, relating to the subject matter hereof are deemed withdrawn with prejudice and are waived and released as of the date this Consent Award is signed by Arbitrator Shriftman. The terms of this Consent Award expressly clarify the CBA.

5. The terms of this Consent Award are prospective only, except that the Company shall pay the following hours of pay at the Charter Rate to the Employees specified below:
  - a. Finesmith – ½ hour.
  - b. Spilker – 1 hour
  - c. Mitchem – 5 ¼ hours.
6. Arbitrator Shriftman retains jurisdiction to hear any and all disputes between the Parties relating to the subject matter hereof. In the event of Arbitrator Shriftman's incapacity or unwillingness to serve, the Parties may return to AAA to request a replacement arbitrator.
7. It is understood that this Consent Award may be executed in counterparts (whether by electronic mail or facsimile), each of which shall be deemed to be an original.

By signing below, the Parties hereby agree to the foregoing. It is therefore agreed this 15th day of October, 2013.

**LOCAL 1205, IBT**

By: Timothy Dymel

Date: 10/15/13

**BAUMANN & SONS BUS COMPANY**

By: [Signature]

Date: 10/15/13

**SO ORDERED:**

[Signature]  
Elliott Shriftman, Arbitrator

Date: 10/15/13