

BAUMANN & SONS BUSES, INC – AND - IBT LOCAL 1205

MULTIPLE ISSUE SETTLEMENT AGREEMENT

March 28, 2013

1. This document shall generally be referred to as the March 28, 2013 Multiple Issue Settlement Agreement and shall be referred to below as the "Agreement."
2. Amendments to Scheinman Consent Award executed August 22, 2012, as follows:
 - a. Paragraph 3 of the Scheinman Consent Award applies (1) when any part (but not all) of an employee's regular bid package is closed/not running, and such partial closure was indicated on the then current school/customer calendar, regardless of whether a portion of an AM and/or PM run, or all of an AM and/or PM run, is closed/not running, and (2) also applies when the only work to be performed from the employee's regular package is a mid-day and/or late run, due to closings (on the then-current calendar) of the AM and/or PM run, subject to the following:
 - i. Employee gets entire Daily Minimum Guarantee as stated in Article 10.2 or running time, whichever is greater.
 - ii. Company may require employee to report for work in AM (and/or PM as the case may be) as set forth in Paragraph 3 of the Scheinman Consent Award.
 - iii. Company may have the employee perform any work that such classification performs as part of their regular job (e.g., an employee who sweeps her bus may be asked to sweep other buses, an employee who parks buses may be asked to park buses, an employee who fills out DDRs may be asked to fill out those reports).
 - iv. Company can include mid-day and/or late run as part of the Daily Minimum Guarantee referenced above (in this Paragraph 2a); by way of example, if an employee has only her mid-day and late run operating on the day in question, the employee shall receive no less than the Daily Minimum Guarantee or running time, whichever is greater, and the Company may utilize the employee for any combination of AM, PM, mid-day and late run (in this example, it would include the mid-day and late-run that is part of her regular package) to achieve the Daily Minimum Guarantee.
 - v. The Union may designate a portion of the proceeds in Paragraph 9 below to compensate employees (who are on the Company payroll as of the date this agreement is signed) for Daily Minimum Guarantees of the kind covered in paragraph 2A above, which were not paid to employees since August 2012 through the date this Agreement is signed by the parties.
 - b. Spares must be given calendars and this should be done on or about October 15 of each year.

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- c. An employee that has a piece added to her route will lose the Daily Minimum Guarantee (and receive running time only) if she refuses to accept it (although she shall be given a reasonable short period to adjust her affairs to accommodate the new piece – no more than one week). The Employer shall retain all other applicable rights under the CBA with respect to such a refusal. This section shall otherwise be subject to applicable provisions of the CBA (e.g., Article 6.9). An example of economic efficiency would be adding a piece to a route that has less hours than provided under the Minimum Guarantee and an example of seniority taking effect would occur if two (2) otherwise similarly situated employees in the same yard were each one (1) hour short of the minimum, in which case the additional piece would be offered by seniority.
 - d. There are 21 vacation days relating to Paragraph 8a of the Scheinman Consent Award that remain unpaid. Although the Company was found to have met all of its obligations to these employees under the Scheinman Consent Award, it has agreed (by virtue of this Agreement and on a non-precedential basis) to permit the Union to utilize the proceeds of Paragraph 9 below to satisfy some or all of those days, up to the following limits - Barbara Murray – DOH 9/15/98 –Owed 5, Carol Lachacz – DOH 9/5/07- Owed 4, , Elizabeth Graham – DOH 12/31/01 – Owed 2, Ronnie Lee - DOH 10/10/07 – Owed 5, Patrice Mitchem – DOH 11/24/08 – Owed 3 and, Ding DeCastro – DOH 10/24/05 - Owed 2. Any such payments shall be on a non-precedent setting basis.
3. The Union's Information Requests set forth in its March 19, 2013 letter, as well as any information requests of the Employer and/or the Union relating to matters resolved by this Agreement, are hereby withdrawn by the parties.
4. Snow and Emergency Day Clarifications – AAA Case No 13 300 00039 13
- a. Probationary Drivers and probationary DA's are eligible for Snow and Emergency Days under Article 14 on a go forward basis.
 - b. The Union may designate a portion of the proceeds in Paragraph 9 below to compensate probationary employees (who are on the Company payroll as of the date this agreement is signed) for Snow and/or Emergency Days in the grievance and arbitration referenced in this Paragraph 4 from September 2012 to the present.
 - c. The Union may also designate from the proceeds in Paragraph 9 below up to \$37.50 for Thomas LaFever on a non-precedential basis.
5. Yunker, Fasano, et. al. eight hour work/wages case – AAA Case No. 13 300 00036 13
- a. Resolved on non-precedential basis.
 - b. The Union may designate from the proceeds in Paragraph 9 below up to four (4) hours of pay to:
 - i. Dan Yunker
 - ii. Tom Deluca
 - iii. Kleiber Palmer

- iv. Carlos Flores
 - v. Yuri Cedi
 - vi. Ed Calderon
 - vii. Moro Castellon
- c. The Union may designate from the proceeds in Paragraph 9 below up to three (3) hours of pay to:
- i. Carl Fasano.
6. Mildred Burgos Suspension Arbitration (scheduled for Elliott Shriftman) and Mildred Burgos Medical Reimbursement Arbitration (AAA Case No. 13 300 00519 13) are resolved on a non-precedential basis, subject to the following:
- a. Her five (5) day suspension shall remain in her file.
 - b. On a non-precedent setting basis, the Union may designate a portion of the proceeds in Paragraph 9 below to provide Burgos with a partial backpay settlement for the grievances relating to the time she missed for having been removed from service pending medical authorization and her gas-spill suspension.
7. Karina Chong's (No case number, scheduled for hearing before Martin Scheinman) grievance and arbitration is resolved on a non-precedential basis, subject to the following:
- a. Her suspension of time served is converted to a verbal warning.
 - b. The Union may designate a portion of the proceeds in Paragraph 9 below to Chong.
 - c. On a non-precedent setting basis, Chong shall be credited with her original seniority date for all purposes and shall be returned (for the balance of the school year) to either (a) her pre-suspension route (which will be performed as either a yard based or home based DA, subject to the manner in which she performed it prior to her suspension) or (b) a route with the same number of hours (or more) as her pre-suspension route (same rules as above).
 - d. Chong shall be subject to normal return to work procedures before commencing work again.
 - e. The Company shall not challenge Chong's unemployment compensation claim in connection with this Paragraph 7.
8. Gwendolyn Hyde's grievance is resolved on a non-precedential basis, she will receive the applicable minimum guarantee (or hours worked if more) going forward, and the Union may designate a portion of the proceeds in Paragraph 9 below to her as backpay.
9. Unless indicated otherwise above, the terms of this Agreement are prospective only, except that the Company shall pay to employees a total of \$20,000 (subject to the distribution rules below) to fully and forever resolve any and all potential matters under this Agreement occurring prior to the date this Agreement is signed by the Parties. The methodology for paying such amounts shall be as follows:

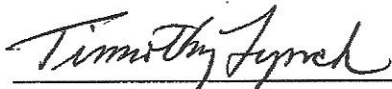
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- a. The Union shall have twenty-one (21) days (all time frames in this section are measured in calendar days) from the date this Agreement is signed by the Parties within which to provide the Company with a list setting forth the manner in which the \$20,000 proceeds shall be distributed and the amount of compensation to be received by each eligible employee.
- b. The Company shall pay the amounts in 9a. above on the second payroll date following receipt of the list in 9a. above.
- c. All payments made to employees shall be made less all applicable deductions and withholdings.

10. Upon the Company's payment of all applicable compensation set forth herein, the Union shall dismiss with prejudice each arbitration and/or grievance specifically addressed and resolved by this Agreement and shall promptly notify the AAA and/or designated arbitrator of such dismissal. Neither details relating to the negotiation of this Agreement 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.

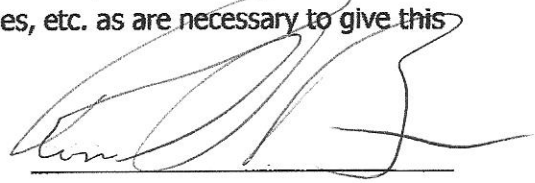
11. Any and all payments to be made herein shall be paid promptly and subject to the procedures for each such matter and shall be paid less all required deductions and withholdings.

By signing below, the Parties hereby agree to the terms of this Agreement, that the terms of this Agreement modify the Parties' CBA accordingly (unless non-precedential as set forth above), and to effectuate all further forms, actions, notices, etc. as are necessary to give this Agreement full meaning and effect.



For the Union

Dated - 5/3/13



For the Company

Dated - 5/3/13