

# **NATIONAL MASTER FIRST STUDENT AGREEMENT**



## **Two-Person Meeting**

**Chicago, IL  
April 22, 2026**

- *The parties reserve the right to correct inadvertent errors and omissions*
- *Additions and new language are underlined and in blue*
- *Deletions are struck through and in red*
- *Where no reference is made to a specific Article or Section, thereof, such Article and Section are to continue as in the current Agreement or Supplement, as applied and interpreted during the life of such Agreement*

**NATIONAL MASTER  
FIRST STUDENT  
AGREEMENT**



**FOR THE PERIOD**  
April 1, 2026\_ - March 31, 2031

NATIONAL MASTER FIRST STUDENT AGREEMENT

For the Period:

April 1, 2026 through March 31, 2031

Covering:

operations in, between and over all of the states, territories and  
possessions of the United States.

## NATIONAL MASTER FIRST STUDENT AGREEMENT

ART.	TOPIC	PAGE
1	PARTIES TO THE AGREEMENT	1
2	SCOPE OF AGREEMENT	1
3	UNION RECOGNITION AND DUES	2
4	TRANSFER OF COMPANY TITLE OR INTEREST	3
5	SHOP STEWARDS	3
6	MAINTENANCE OF STANDARDS	4
7	PROTECTION OF RIGHTS	4
8	ACCESS TO PREMISES	4
9	COMPENSATION CLAIMS	4
10	MILITARY CLAUSE	5
11	DISCIPLINE AND DISCHARGE	5
12	NON-DISCRIMINATION CLAUSE	6
13	ANTI-HARASSMENT	6
14	ABSENCE FOR UNION BUSINESS <u>AND PERSONAL LEAVE</u>	6
15	UNIFORMS	6
16	PASSENGERS	6
17	LOSS OR DAMAGE	6
18	COURT APPEARANCES	6
19	DAILY MAINTENANCE OF BUS	7
20	SAFETY <u>COOPERATION</u>	7
21	JURISDICTIONAL DISPUTES	7
22	BULLETIN BOARDS	7
23	PERSONAL IDENTIFICATION	7
24	PERSONNEL FILES	7
25	DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK	8
26	UPGRADING	8
27	DRUG AND ALCOHOL POLICY	9
28	LAYOFF	9
29	TRANSFER RIGHTS	9
30	SENIORITY	9
31	SENIORITY LIST	10
32	JURYDUTY	10
33	EXCLUSIVE AGREEMENT	10
34	UNIT WORK	10
35	SUMMER RECESS	10
36	<del>POSITIVE RELATIONS COMMITTEE</del> <u>*NEW USE OF VIDEO AND AUDIO</u>	10
37	WORK RULES/POLICIES	11
38	FAMILY AND MEDICAL LEAVE	11
39	HOURS OF WORK AND OVERTIME	11
40	EXAMINATIONS	12
41	BACKGROUND CHECKS	12
42	JOINT NATIONAL GRIEVANCE REVIEW COMMITTEE	12
43	NO STRIKE/NO LOCKOUT	13
44	DIRECT DEPOSIT AND PAYROLL	13
45	MISCELLANEOUS BENEFITS PROVISIONS	14
46	GENDER CLAUSE	14
47	HEALTH CARE/PREVENTATIVE CARE	14
48	SEPARABILITY/SAVINGSCLAUSE	15
49	TERMINATION	15

### APPENDICES

- A Teamsters First Student Locations with Job Classifications
- B First Student Drug and Alcohol Policy
- C Freedom of Association ~~Policy~~
- D Non CDL Work

## ARTICLE 1. PARTIES TO THE AGREEMENT

*\*No Change*

## ARTICLE 2. SCOPE OF AGREEMENT

### Section 1. Scope and Approval of Local Supplements:

It is the intent of the parties that generally negotiated terms and conditions of employment will be set forth in the National Agreement and that locally negotiated conditions generally will be narrowly limited in scope to locally negotiated economic provisions and local terms and conditions of employment. All Local Supplements and/or riders must be submitted to the National Union Committee for review and approval. Failure to be approved in writing by said Committee shall render a Local Supplement null and void. This provision does not alter or substitute for any procedures the Union has for membership ratification.

The Company and the National Union Committee agree that they shall work with the local bargaining parties to seek a fair and equitable agreement prior to the commencement of any strike or job action. The Local Union shall not engage in any strike or job action without providing seven (7) calendar days' written notice to the Company which may coincide with the 21-calendar day cooling period. In such circumstances ~~either the Company or the Local Union~~ can invoke a one-time cooling off period to allow the National Union Committee the ability to assist the Local Union in seeking a resolution to the dispute. Such cooling off period may only be invoked not later than 21 calendar days prior to the expiration of the local supplemental agreement or 21 calendar days prior to the commencement of the applicable location's school year. This shall not preclude the Company and the National Union Committee from working with the local bargaining parties if requested by either the Local Union or the Company outside of the cooling off period, nor does it remove or alter the Local Union's obligation to provide written notice of a strike or job action under this Article. Such cooling off period shall expire twenty-one (21) calendar days after the invoking of the cooling off period. ~~involvement of the National Union Committee or upon a statement by the National Union Committee that further bargaining would be fruitless, whichever occurs first. Such statement by the National Union Committee shall not be issued sooner than five (5) days after its involvement~~

Upon the effective date of this Agreement, any previously adopted local agreement, practice or provision which provides less than the wages, hours, and working conditions established by this Agreement and the supplements and/or riders hereto shall become null and void. Furthermore, any lesser conditions contained in any Supplement, Rider or Addendum hereto shall be superseded by the conditions contained in this National Agreement. However, nothing in this National Agreement shall deprive any employee of any superior benefit or term contained in their Supplement, Rider or Addendum.

### Section 2. Non-Covered Units:

*\*No Change*

### Section 3. Additional Operations:

*\*No Change*

### Section 4. Single Bargaining Unit:

*\*No Change*

## ARTICLE 3. UNION RECOGNITION AND DUES

The Company recognizes the Union as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its employees in the bargaining unit. This Agreement covers all individuals performing work covered by this Agreement or any supplements and/or riders hereto, including: All bus routes or runs, all maintenance mechanic work, and any movement of buses, vans or any other vehicle that will be used for the purpose of transportation by the Employer, as well as all work traditionally and historically performed by bargaining unit personnel.

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall continue to satisfy any and all financial requirements or other obligations of the Local Union or meet the requirements of a service fee payor. As a condition of employment all employees must pay either the Union's initiation fees and periodic dues or service fees which in the case of a regular service fee payor shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payor shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present bargaining unit employees who are not members of the Local Union and all employees who are hired hereafter into the bargaining unit shall satisfy any and all financial requirements or other obligations of the Local Union as set forth above on and after the thirty-first (31<sup>st</sup>) calendar day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) calendar day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who fails to satisfy the financial requirements or other obligations of the Local Union as herein provided, shall be terminated seventy-two (72) hours after ~~his/her~~ their Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be

offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This paragraph shall be interpreted to provide the Union and its Local Unions with the maximum Union Security that may be legally permissible.

In the event of any change in the law during the term of this agreement relating to Union Security the Employer agrees that the Union will be entitled to receive the maximum Union Security that may be lawfully permissible.

The Employer agrees to deduct from the wages of all employees covered by this agreement initiation fees and regular monthly dues, including D.R.I.V.E., and send a check for all such money deducted to be received by the Union on or before the third Friday of current month, provided however, that no such deduction shall be made unless and until the Employer is furnished with individual authorization by the employee, in writing, to make such deduction, subject moreover, to all requirements of the Labor Management Relations Act, 1947, as amended.

The Union at its option may require that dues be deducted on a weekly basis.

The Local Union shall indemnify and hold harmless the Company against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Company in reliance upon written authorization of the employees or written statements by Local Union representatives for the purpose of complying with this Article.

#### **New Hires:**

When new or additional employees are needed, the Employer will give the Union equal opportunity to supply names of applicants. The employer shall choose between applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against because of membership or non-membership in the Union.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provisions shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. Reopening of the Agreement shall be limited to only the negotiation of the provision(s) determined to be invalid under the law, and all other provisions remain in full force and effect.

During a bargaining unit employee's first week of employment at least thirty (30) minutes of time shall be allocated to the Local Union for an orientation meeting, further the Company shall provide the Local Union, on a weekly basis, a list of newly hired employees.

## **ARTICLE 4. TRANSFER OF COMPANY TITLE OR INTEREST**

*\*No Change*

### **ARTICLE 5. SHOP STEWARDS**

The Employer recognizes the right of the Union to designate stewards and Alternates from the Employer's seniority list if needed. An Alternate can act only in the absence of a designated Steward.

The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Local Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The shop Steward will be permitted reasonable time to investigate, present, and process grievances within the regular schedule of the shop Steward, provided there is no interference with school bus runs, or with the proper performance of the duties of the employees in participating in all meetings with the company over the resolution of grievances or other company business. The Shop Steward shall not suffer a loss in work opportunity and/or pay due to meetings or hearings scheduled by the company.

No Shop Steward shall make any decision with the Employer, which conflicts with the terms and provisions of the Contract.

The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

The Employer recognizes the rights of stewards and alternates to be on paid time for Weingarten representational meetings and grievance meetings with management, provided such meetings are scheduled with and approved by management, which approval shall not be unreasonably denied. No loss of applicable

guarantees shall be suffered. Unless the Local Supplement provides for more time or additional rights, such paid time shall be limited to four (4) hours per week. The Employer also recognizes the authority of stewards and alternates in representing members and shall not limit such authority during representational activities, nor retaliate for such activity.

**ARTICLE 6. MAINTENANCE OF STANDARDS**

*\*No Change*

**ARTICLE 7. PROTECTION OF RIGHTS**

*\*No Change*

**ARTICLE 8. ACCESS TO PREMISES**

*\*No Change*

**ARTICLE 9. COMPENSATION CLAIMS**

*\*No Change*

**ARTICLE 10. MILITARY CLAUSE**

*\*No Change*

**ARTICLE 11. DISCIPLINE AND DISCHARGE**

The Employer shall not discipline, suspend or discharge any employee without just cause. In any case of discipline including discharge or suspension, the Company shall promptly notify the employee in writing of the discipline, discharge or suspension and the reason thereof on the effective date. A copy of such written notice shall be given to the Shop Steward (or its designee) that day, and in the case of suspension or discharge, to the Local Union within 24 hours.

The Employer recognizes that discipline shall be reasonable and that progressive discipline shall be used to educate an employee to follow the rules and to perform his/her their job properly. Progressive discipline includes warnings, suspension, and termination. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown.

A warning notice as herein provided shall not remain in effect for more than nine (9) months from the date of the occurrence upon which such warning notice is based, except in the case of serious, on-duty preventable accidents, which may be considered for a reasonable period of time, and shall not include minor issues.

A discharged employee must be paid in full for all wages owed him them by the Employer within five (5) days from the date of discharge unless the applicable law requires such payment to be sooner.

All employees shall receive their normal pay and benefits during the course of any investigation by the Employer, which may lead to the imposition of discipline. This requirement shall not apply where an employee is placed

on administrative leave related to a pending criminal investigation, state related investigation or charges, unless otherwise prohibited by law, and the Employer has ceased actively investigating the event.

The Company shall advise employees of their right to union representation whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her them. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present.

**Use of Video or Audio:** *\*Now Article 36*

**CUSTOMER REMOVAL:**

If the Company is required to remove a driver from a route at the School District's request, the Company agrees to discuss the matter with the School District as soon as practical to attempt to adjust or resolve the issue ~~and will seek permission of the client to invite the Union to participate in such discussions.~~ The Company may involve the Union in discussions only if mutually agreed or if required by law or local agreement. If the School District maintains its position on the removal of the driver, the Company will meet with the Union to discuss the status of the driver. The Union will be given a copy of the directive requiring the removal of the driver where appropriate. If the directive is not in writing, the Company will request the School District provide a written directive setting forth the reason for the removal. The Company will make every effort to place the employee in substantially equivalent work and earnings, when available, within the bargaining unit serviced by this Local Union or at another of the company's locations for which the driver is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive. The Company shall not initiate or instigate employee removal or customer complaints with the district. The Company shall provide training to the employee in any area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance or behavioral problems.

**ARTICLE 12. NON-DISCRIMINATION CLAUSE**

*\*No Change.*

## ARTICLE 13. ANTI-HARASSMENT

*\*No Change*

## ARTICLE 14. ABSENCE FOR UNION BUSINESS & Personal Leave

### Section 1. Union Leave

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. Any Union member elected or appointed to serve as a Union official shall upon request be granted a leave of absence for that purpose, consistent with Section 2 below. Upon conclusion of the leave, the employee shall be eligible for rehire without loss of seniority accrued at the time leave was taken, provided the employee is in good standing and is qualified for the position.

### Section 2. Personal Leave

~~Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended by mutual agreement for like periods, or as provided elsewhere in this contract. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.~~

### Eligibility

The Company agrees that all bargaining unit members who have been employed by the Company for 90 days or more are eligible.

### Reason for Leave

1. Eligible employees may utilize a personal leave of absence for non-medical reasons.
2. Personal leaves will not be granted for time off to perform any, including but not limited to work for another employer or self-employment.

### Duration

1. A personal leave of absence may be granted for a maximum of 30 days. If needed, employees may request an extension with their Human Resources representative. Personal leaves are

extendable for up to additional 30-day increments after HR approval, subject to a 24 month maximum.

2. Eligible employees must take a minimum of three (3) consecutive days off of work.

## ARTICLE 15. UNIFORMS

*\*No Change.*

## ARTICLE 16. PASSENGERS

Drivers, monitors and aides shall be entitled to have their own minor children accompany them on their routes provided they are older than one year and heavier than twenty (20) pounds and further provided that the customer does not affirmatively prohibit such ridership, subject to customer policy. The Company may establish additional reasonable restrictions regarding ridership of minor children in accordance with safety, operational, and policy considerations.

No driver shall knowingly permit any unauthorized passengers on any Company vehicle at any time.

## ARTICLE 17. LOSS OR DAMAGE

*\*No Change*

## ARTICLE 18. COURT APPEARANCES

*\*No Change*

## ARTICLE 19. DAILY MAINTENANCE OF BUS

*\*No Change*

## ARTICLE 20. SAFETY COOPERATION

The Company shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault.

Upon notification by the Local Union, the Company will consider requests to change the governor on buses on a case-by-case basis.

### **Health and Safety:**

1. The Company shall provide a safe and healthy work environment for all employees and shall furnish reasonable appropriate safety equipment, including PPE as mandated by State and Federal regulations including OSHA when necessary for employees to safely perform their duties. A list of PPE will be provided and posted in each facility upon local union request. The Company shall provide training on the proper use of PPE.

2. Employees who are unable to perform their duties due to serious illness, safety concerns, or other health-related restrictions shall be accommodated in accordance with applicable law, and Company

policy, and in accordance with Article 30 of this Agreement.

3. The Company and the Union shall cooperate to promote employee health and safety, including discussing safety practices, policies, or equipment as appropriate.

In the event a national, state, or local pandemic is formally declared by a governmental authority, the Parties agree to meet to discuss health, safety, and PPE issues related to the pandemic. Such discussions shall not constitute a reopening of the Agreement.

### **Pandemic Cooperation**

~~A. In the event that a national, state or local pandemic is declared by a governing body, the following provisions shall apply for the duration of the declared pandemic:~~

- ~~1. Bargaining Unit Employees shall be furnished with essential Personal Protective Equipment (PPE), for them so safely perform their duties;~~
- ~~2. Bargaining Unit Employees who are personally unable to perform their duties due to their own illness related to a pandemic, on a case-by-case basis, shall be entitled to retain their seniority for a period not to exceed twenty-four (24) months.~~
- ~~3. The Parties agree to jointly advocate before federal, state and local governing bodies to have bargaining unit members classified as "essential employees."~~

### **ARTICLE 21. JURISDICTIONAL DISPUTES**

*\*No Change*

### **ARTICLE 22. BULLETIN BOARDS**

*\*No Change*

### **ARTICLE 23. PERSONAL IDENTIFICATION**

*\*No Change*

### **ARTICLE 24. PERSONNEL FILES**

*\*No Change*

### **ARTICLE 25. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment, which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

Employees shall not be required to exceed the stated capacity of any vehicle.

The employer shall provide fire extinguishers, flares, working radio, breakdown kits, and first aid kits including biohazard protective materials.

### **Parking Lot/Yard Safety and Security:**

The Employer shall provide proper lighting ~~and~~, maintenance, and security to all areas as well as clean and sanitary restrooms with functioning hot and cold-water sink faucets where a location has access to running water. Where running water is not available due to the nature of the facility, the Company shall provide alternative sanitary facilities consistent with all applicable regulations. The Employer shall ~~endeavor to provide safe, maintained~~ maintain safe lots and ice-free walkways at all locations, ~~consistent with operational feasibility~~. The Employer's requirements stated above shall not apply to remote or satellite parking areas where the Company does not maintain a management-staffed structure. It is not the intent of the company to eliminate existing locations and create new satellite parking areas to circumvent this clause. The Company will discuss plans to utilize new satellite parking areas with the local union prior to implementation, but minor deviations or temporary conditions due to weather ~~or operational constraints~~ shall not be considered a violation.

The Company agrees to meet with the Union upon request regarding proper lot maintenance concerns. All meeting requests made by the Union shall be honored as soon as possible but no later than two (2) business days of making such request. Within two (2) business days of such meeting, if the Company determines that the Union has established an unsafe condition, the Company will notify the Union how and when the demonstrated safety issue will be addressed. No employee shall be disciplined for failing to perform scheduled work assignments due to the Company's demonstrated failure to provide a safe work area, provided that the condition presents a legitimate, demonstrable safety risk.

### **Right to File a Complaint:**

The Employer may not discharge or discipline or discriminate against any employee ~~regarding~~ because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or

will testify in such a proceeding, or if the employer perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard. Before making a third-party complaint, the Union ~~must make a good faith effort~~ is encouraged, but not required, to report the matter to the Company ~~and to~~ allow the Company a reasonable amount of time, ~~not to exceed five (5) working days to remedy the matter.~~ to investigate, and if appropriate, remedy the matter. Following such notice, the local parties agree to meet at least once every seven (7) calendar days to discuss the matter until it is resolved. If the matter is not resolved within thirty (30) calendar days of the Union's initial notice to the Company, the matter shall be referred to the JNGRC for consideration and resolution. Any issue involving violence towards any employee covered by this agreement can be referred to the JNGRC if a resolution is not attained within the first ten (10) days of the complaint being brought to the attention of the employer.

#### **Additional Training:**

Employees will be trained on an annual basis on the proper cleaning, handling and disposal of bodily fluids or human waste. Employees required to handle bodily fluids or human waste shall be issued personal protective equipment to ensure their well-being.

### **ARTICLE 26. UPGRADING**

*\*No Change*

### **ARTICLE 27. DRUG AND ALCOHOL POLICY**

In acknowledgment of the nature of the Employer's operation and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty drug and alcohol screening. Such provision is included in Appendix B which is attached hereto and is expressly made part of this Agreement, and may be adjusted by the Company as necessary to comply with DOT rules.

The parties further agree to adhere to all DOT rules and regulations concerning drug testing methodologies and requirements. ~~Should the DOT mandate changes in drug testing mandates and procedures, the parties shall meet to ensure compliance with the changes.~~

### **ARTICLE 28. LAYOFF**

*\*No Change*

### **ARTICLE 29. TRANSFER RIGHTS**

*\*No Change*

### **ARTICLE 30. SENIORITY**

Seniority shall prevail at all times. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement. Seniority provisions set forth in local agreements or addenda shall prevail over inconsistent provisions set forth herein.

#### **Loss of Seniority:**

Seniority shall be broken only by:

1. Discharge;
2. Voluntary Quit;
3. Failure to respond to a notice of recall for regular work for seven (7) consecutive days after receiving notice, or by mutual agreement;
4. Unauthorized leave of absence;
5. Unauthorized failure to report for work for three (3) consecutive days when working and on a seniority list;
6. If an employee has not worked for the Employer for twenty-four (24) continuous months, including an employee who is absent because of a non-occupational illness or injury, or approved personal leave.
7. An employee who is absent due to a work-related injury or illness shall not suffer a break in seniority, provided the employee returns to work thirty (30) days after being medically cleared.

#### **Maintenance of Seniority:**

No employee shall lose ~~his~~ their seniority rights if ~~he~~ they perform all things required of ~~him~~ them under the conditions set forth in this Agreement, or:

1. If ~~he~~ they are laid off except as provided herein;
2. If ~~he~~ they are sick or recuperating from some illness or accident except as provided herein;
3. If an employee is on a bona fide union or personal leave of absence ~~but must remain in good standing with the Union by the payment of the current dues, also if the leave of absence has not exceeded twelve (12) months.~~

4. If an Employee suffers a loss or suspension of license, or needs to address immigration status, and on an approved personal leave.

*\*No Change*

**ARTICLE 36. POSITIVE RELATIONS COMMITTEE** *\*NEW USE OF VIDEO AND AUDIO*

**Transfer of Seniority:**

If an employee has been approved for transfer to a location within the jurisdiction of a different Local Union he shall maintain ~~his~~ their years of service with the company for the purpose of any wage and benefit provisions/progressions. Any employee who has been approved for transfer into a different location shall have ~~his/her~~ their seniority end-tailed for any and all bidding purposes.

**Section 1: Camera position:**

The Company and the Union agree to discuss driver-facing camera positions prior to the implementation of any new camera system. This discussion is intended to ensure that the installed system achieves mutual protection for both students and drivers.

The notice and subsequent discussion are not meant to delay, disrupt or deter the installation of the new system. Rather, the goal is to ensure that camera angles are appropriate for drivers while maintaining the safety of both the driver and the students.

Outward-facing video equipment shall be encouraged to be installed to enforce applicable state or local laws on motorists passing school buses.

**Section 2: Data collection and storage**

The Company and its agent(s) shall not capture, maintain, scan, index, share or use data stored or transmitted by the installed devices, or otherwise use any data-mining technology, for any purpose other than the purposes authorized in Section 4 below.

**Section 3: Technological changes:**

In the event the Company desires to implement any change from the Camera system, it shall be required to provide the National Union Committee with written notice of no less than ninety (90) days of its intent to utilize any technological advancement which may impact bargaining unit work in any manner. The National Union Committee agrees that it will meet within thirty (30) days from such notice being received to discuss whether the planned technological change violates any provision of this Agreement, the impact(s) on the unit, intent of the change(s), the timeline for such technological modifications to occur and any discipline that may result from such use. Such implementation of technological advancements shall not occur until the National Union Committee and Company have bargained in good faith to agreement or impasse.

**Section 4: Technology Training and Discipline:**

The parties agree that all vehicles may be equipped with video and/or audio equipment. The Company will not randomly review audio, video data or other electronic monitoring devices for the

**ARTICLE 31. SENIORITY LIST**

*\*No Change*

**ARTICLE 32. JURY DUTY**

*\*No Change*

**ARTICLE 33. EXCLUSIVE AGREEMENT**

*\*No Change*

**ARTICLE 34. UNIT WORK**

No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. ~~The Employer will not subcontract, lease or diminish bargaining unit work opportunities.~~ The ~~Employer~~ Company shall hire additional bargaining unit employees when the amount of work justifies such hiring.

The Company does not promote or endorse the leasing of equipment to third parties to be operated by individuals outside of the bargaining unit. The Company shall not lease any equipment to any third party for work that has been previously done by bargaining unit members without seeking to reach agreement between the Union and Company. Such agreement shall not be unreasonably withheld or denied.

The Company may not utilize an outside service, internal entities, or leasing arrangements for work normally performed by a member of the bargaining unit that has previously been performed by bargaining unit employees, without seeking to reach agreement between the Union and the Company. Such agreement shall not be unreasonably withheld or denied.

The Parties understand and agree that the Company's intent is not to diminish bargaining unit work, and the Union's intent is not to restrict the Company from meeting operational or customer needs.

If ~~in the event that~~ the Company elects to expand its school bus operations to include non CDL required work. The parties agree to be bound by the terms of the Memorandum of Understanding, attached herein as Appendix D.

**ARTICLE 35. SUMMER RECESS**

purpose of seeking out policy violations. The primary purpose of in-vehicle cameras is for the safety of employees, customers, students/passengers, and the general public, not to support disciplinary action. The Company may use video and audio data for promoting driver safety, protecting drivers, improving operations, complying with legal obligations, and investigating incidents, accidents, or complaints, increasing efficiencies and profitability, and for other legitimate business purposes consistent with applicable law. No employee's personally identifiable information, image, voice, or likeness shall be used for advertising or marketing without the employee's consent.

The existence of a triggering event shall not, by itself, result in disciplinary action or automatically establish a policy violation. However, nothing in this provision shall preclude the Company from using video as part of a good-faith verifiable investigation in response to an incident, accident, complaint, or other directly observed issue.

All drivers shall be notified of the existence of and trained regarding the in-vehicle cameras, including all triggering events. Any discipline resulting from an investigation involving data from in-vehicle cameras shall be in accordance with this Agreement. Further, arbitrary use of such equipment shall be subject to the grievance and arbitration procedure.

## **ARTICLE 37. WORK RULES/POLICIES**

*\*No Change*

### **ARTICLE 38. FAMILY AND MEDICAL LEAVE**

Employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set forth in the Family and Medical Leave Act of 1993 and any related state law that applies.

~~Eligible employees are entitled to at least twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:~~

- ~~1. Birth or adoption of a child or the placement of a child in foster care;~~
- ~~2. To care for a spouse, child or parent of the employee due to serious health condition;~~
- ~~3. A serious health condition of the employee.~~

~~The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain any health insurance coverage during the period of the leave.~~

~~The employee is required to provide the Employer with at least thirty (30) days advance notice~~

~~before leave under this Article begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second opinion, at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding.~~

~~As a condition of returning to work, an employee who has taken leave due to his/her serious health condition must be medically qualified to perform the functions of his/her job. An employee returning from approved and documented FMLA leave shall provide the Company with 24 hours' notice (i.e., 1 business day) of his/her full medical release to return to duty. Upon such notice and if the employee is fully licensed and certified to drive, the employee shall be returned to work in paid status pursuant to the terms of the local agreement.~~

~~In cases where employees fail to return to work, the provisions of the applicable supplemental agreement will apply.~~

~~It is specifically understood that an employee will not be required to repay any of the employer contributions for his/her health insurance during leave but shall be responsible for his/her employee contributions during this absence. No employee will be disciplined for requesting or taking the leave under this Article.~~

Disputes arising under this provision shall be subject to the grievance procedure. The provisions of this Section shall not supersede any state or local law which provides for greater employee rights.

### **ARTICLE 39. HOURS OF WORK AND OVERTIME**

Hours of work and overtime shall be negotiated at the local level provided however that beginning with local supplements negotiated after the effective date of this Agreement, bargaining unit employees who work both the A.M. and P.M. home-to-school routes shall have a minimum of 8 unworked paid days annually, prorated for part-time employees, including but not limited to paid sick time, paid holidays, paid personal days, paid

cancellation days, and paid virtual days, including days that are legally mandated and days that are provided in the Local agreement. Such days will be provided to an employee initially after 365 days of consecutive employment. Any days added to a Local supplement as a result of this provision will not be carried over from school year to school year.

An employee shall start a shift at the time designated by the Company, and shall be paid for all time spent in the service of the Employer as directed by the Employer.

A location's time keeping methods shall be subject to periodic audits at the request of the Local Union.

Upon reasonable request, the Local Union and Employee shall be permitted review the employee's electronic and payroll records, and meet with the Employer to discuss any discrepancies.

#### **ARTICLE 40. EXAMINATIONS**

~~When directed by the Employer all examinations shall be paid for by the Employer. Upon completion of such an examination, and with proper documentation, Employees will then additionally receive an exam stipend equivalent to two (2) hours of pay at their regular rate of pay.~~

Once per annum and after an employee's first year of service, all examinations, either directed by the Company or required as a condition of employment for employees to perform work in their classification shall be paid for by the Company, provided the examination is authorized in advance by the Company and completed in a timely manner prior to the expiration of any required examination. After the first year of employment and upon completion of such an examination, and with proper documentation, an employee will be reimbursed for two (2) hours of pay at the employee's regular rate of pay for the time spent in the examination. If the local CBA maintains a clause requiring payment related to time spent in an examination, the employee shall receive the payment under the more lucrative clause, but not both. This payment provision will only apply to the initial examination and shall not apply to any required follow-up examination. In the event that an employee is removed from work to take such examination and is later determined to be fit for work, the employee will be made whole by the Employer. In the event that an employee is removed from work by the Company for a fitness for duty examination, and upon examination is determined to be fit for duty, the employee will be made whole by the Company. The employee reserves the right to select a medical examiner or physician that is on the employer's list of providers available near a particular location. The Company agrees to discuss such list of providers, upon request by the Union, and adjust as needed.

If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the

employee. All fees involved shall be borne by the Employer, except when the employee chooses to use his own doctor. The only amount the Employer will be obligated to pay in such instance is the amount that is charged by the Company doctor for service.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate him for any reason, the Union will be notified prior to any employee being forced to see a doctor. The Employer also agrees to provide Weingarten rights and access to a steward to any employee in conforming to this Article.

Existing bargaining unit drivers shall be subject to dexterity tests as a condition of employment, where required by law or written school district contract. If applicable, a copy of the school district contract will be provided to the union.

#### **ARTICLE 41. BACKGROUND CHECKS**

The Company shall perform criminal and driving background checks prior to the hiring of the employee. It is understood that during the tenure of the employee's employment ~~he/she~~ they will be subject to subsequent background checks which shall be limited to criminal and driving records. No credit information will be used against the employee. An employee who is returning for work after an absence and is ready, willing and able to work shall not sustain an economic loss due to any delay as a result of completing the background check. Employees will comply with reasonable background check procedures.

#### **ARTICLE 42. JOINT NATIONAL GRIEVANCE REVIEW COMMITTEE**

The parties hereto have created a joint national grievance review committee (JNGRC) to consider and resolve disputes involving issues of national or regional significance including but not limited to company policies like the Freedom of Association policy, which is herein incorporated by reference and attached as Appendix C. The purpose of the committee is to review such disputes prior to the submission of the matter to the final authority for resolution (whether an arbitrator or a panel) set forth in the local agreement out of which the dispute arises or this National Agreement.

##### **1. Composition of the JNGRC:**

The joint national grievance review committee will consist of an equal number, but no more than four (4), representatives from each party. Each side shall have a designated co-chair. The co-chairs shall preside over any meeting or hearing of the

committee. Outside lawyers shall not be permitted to serve on the JNGRC.

## 2. Frequency of Meeting:

The committee shall meet quarterly or more frequently at the committee co-chairs' discretion.

## 3. Docket:

Both co-chairs must agree that a particular grievance is appropriate for review by the committee. Determination of whether a matter is appropriate for consideration by the JNGRC is exclusively within the discretion of the co-chairs acting jointly. The co-chairs shall jointly prepare a docket of cases to be considered.

## 4. Authority of the JNGRC:

The JNGRC shall function with the same authority as a neutral arbitrator or mediator. The JNGRC shall have the authority to issue final and binding decisions. If the JNGRC deadlocks on a case or rejects consideration of a case, the matter shall be referred back to the parties for final disposition under the provisions of the local agreement. Unresolved disputes arising from the National Agreement shall be submitted to final and binding arbitration upon written notice from either party.

## 5. Conduct of the Meeting of the JNGRC:

The JNGRC shall establish its own rules of procedure within one hundred twenty (120) days of the ratification of the National Agreement that are not inconsistent with this agreement. The procedure shall be designed to be user friendly and intended to permit discussion of the merits of the dispute. There shall be no court reporter or stenographer present for the JNGRC proceedings unless mutually agreed to by the parties. Briefs and Statements made by the committee members or any guest, witness or presenter during the course of JNGRC proceedings shall not be used in any subsequent legal or arbitration proceedings. It is intended that this will promote a full and free discussion of the dispute at issue. Presentation of cases to the JNGRC shall be made by means of briefs prepared by the Local Union and Local Company Manager. Such briefs shall include a short factual recitation, relevant exhibits, and proffers of witness testimony when necessary. ~~Live presentations to the JNGRC are disfavored.~~ Ordinarily, decisions of the JNGRC will be issued within 24 hours of reviewing the case. If a decision, however, is not rendered within 30 days of being heard by the JNGRC, then such matter shall be automatically considered deadlocked unless agreed to otherwise by the co-chairs.

## 6. Deadlock Procedure:

In situations where the National Joint Grievance Review Committee deadlocks and provisions of the

National Master, FOA or other company policies, are central to the dispute (Articles 1 through 49), such dispute shall be submitted to a mutually agreeable neutral arbitrator for final and binding resolution.<sup>1</sup> The panel of three (3) arbitrators shall be regionally based and utilized, if practicable, based on geographic proximity to the Local Union and Company Location. ~~If the parties are unable to agree upon an arbitrator, they shall request a panel from the FMCS (National Academy members only) from the Washington D.C. area.~~ The dispute resolution machinery contained in local riders, addenda or supplements do not have authority to interpret the provisions of the National Master (Articles 1 through 49) without the consent of the Employer and the National Union Committee.

## ARTICLE 43. NO STRIKE/NO LOCKOUT

*\*No Change*

## ARTICLE 44. DIRECT DEPOSIT & PAYROLL

A. If the employee requests, the Employer shall directly deposit the employee's regular paycheck into the employee's bank account on or prior to the regular payday. No employee shall be compelled to use direct deposit.

The Company reserves the right to eliminate the employee option of paper/live paycheck and paper paystubs at a later date, unless the Company is prohibited from eliminating this option by federal/state or local law. If an employee has no ability to access the electronic paystub, local management will assist the employee with accessing such records.

B. ~~On or about January 1, 2022,~~ Pay checks will be made on a weekly basis. ~~All Employees of newly acquired or newly organized bargaining units occurring after January 1, 2022 shall be paid on a weekly basis. For employees converting to weekly pay in January 2022, they will be automatically set up with a 31-week benefit deduction cycle.~~ Also, the pay week will be set as Sunday through Saturday, with payday on the following Friday. Twelve-month employees (e.g. Technicians, Mechanics, etc.) who have full-year benefit deductions will remain on the full-year deduction cycle.

1

Within three (3) months of ratification, the Parties will mutually agree on three sitting arbitrators for use on deadlocked national grievances.

C. Paycheck Discrepancies: Any payroll discrepancy of \$50 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within ~~twenty-four(24)~~ forty-eight (48) hours by check, paycard, direct deposit, or an alternative form of electronic payment. Payroll discrepancies of less than \$50 will be corrected in the following week's paycheck. Paycards, or an alternative form of electronic payment will be made available at all locations, and at no cost to the Employee. For purposes of this Article, a "payroll discrepancy" shall mean an error in the payment of regular wages (e.g., straight time, overtime, trip rates, hours worked). A payroll discrepancy also includes failure to pay contractual bonuses on the agreed upon date, failure to pay a grievance resolution within fourteen (14) calendar days (unless there is a different timeframe specified within any Settlement Agreement), and absent a shorter time negotiated locally, failure to implement new wage rates within 45 days of ratification of the new wage rates and a failure to pay retro pay within 60 days of ratification.

D. In the event that a payroll discrepancy is not corrected within the timeframe above, ~~and only in locations where paycards, or an alternative form of electronic payment, are not available,~~ the affected employee will be compensated at a rate of two (2) hours of pay, or 10 % of the total amount owed, whichever sum is greater. For each additional day that an aggrieved employee is not made whole, that employee shall be entitled to an additional hour of compensation. ~~At Locations where paycards are not available, penalty pay will be immediately applied.~~

No payroll discrepancy claim will be rejected on the basis of timeliness if it is submitted to the Company within thirty (30) days of the discovery of the discrepancy.

Disputes over the Company's adherence to this provision are subject to review by the Joint National Grievance Review Committee for consideration of appropriate penalties or damages, if any.

E. Payroll Information: On a monthly basis, upon request, the Company will send each Local an updated membership list and wage rates. ~~Transmission will be in an electronic file format (either a Comma Separated Value "CSV" or as an Excel spreadsheet). Information in each file will include current members' addresses, wage rates, and either a social security number or other unique and never reused identifying values for each member. Files will be transmitted using a password-protected or encrypted method for access.~~

#### ARTICLE 45. MISCELLANEOUS BENEFIT PROVISIONS

**Overnight Lodging:** The Employer shall provide clean and safe overnight lodging and transportation for after-hours use while employees are assigned to locations other than their home location. Absent agreement, drivers shall not be required to chaperone passengers outside the bus. Drivers shall not be compelled to share a hotel room. The Employer shall make lodging and transportation arrangements in advance.

**Per Diem:** The Company will use its best efforts to provide each employee his/her locally negotiated per diem prior to leaving for a trip.

#### **Qualification**

The Company agrees to pay for required criminal and driver record checks.

#### **Expenses:**

No employee shall be required to front any lodging, fuel, or repair expenses. The Employer shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations. Expense reimbursement shall be paid no later than the next pay period following the submission of receipts.

**Flu Shots:** The Company shall make flu shots available to all bargaining unit personnel at no cost to the employee.

**Pension/ 401K:** ~~Subject to local agreement, a local bargaining unit as a whole will be eligible to participate in either the Company's 401K plan or the New England Teamsters Saving and Investment Plan, the IBT National Plan, or another local union retirement savings plan in accordance with the rules and regulations established in each plan.~~

All local supplements entered into after ratification of the Agreement and effective Year Two (2) of the local supplement, the Company shall provide, upon agreement by the Local Union, a non-elective contribution of no less than \$0.50 per hour for each hour worked up to forty (40) hours per week to a Teamsters 401(k) plan. The Company will only contribute into a Teamsters 401(k) plan where the Company is already a participating employer in such plan. Upon commencement of any non-elective contribution, any matching contribution shall cease. In addition, the non-elective contribution shall not be applied until such time as all participation agreements required by the applicable Teamsters 401(k) plan are fully executed. Effective Year Four (4) of the local supplement, the Company shall provide, upon agreement by the Local Union, a non-elective contribution of no less than \$0.75 per hour for each hour worked up to forty (40) hours per week to a Teamsters 401(k) plan. Effective Year Five (5) of the local supplement, the Company shall provide, upon

agreement by the Local Union, a non-elective contribution of no less than \$1.00 per hour for each hour worked up to forty (40) hours per week to a Teamsters 401(k) plan. In order to be eligible for any non-elective contributions, an employee must have 1 year of employment, defined as 365 consecutive days. Upon satisfying this requirement, the Company shall retroactively contribute to the plan on the employee's behalf for eligible hours worked during the employee's first year of employment service, calculated at the applicable contribution rate(s) in effect during such period.

**ARTICLE 46. GENDER CLAUSE**  
*\*No Change*

**ARTICLE 47. HEALTH CARE/PREVENTATIVE CARE**

In consideration of the parties' mutual interest in promoting affordable healthcare for bargaining unit members, and with the realization of the current uncertainty in the healthcare laws, the parties, upon ratification, shall create and maintain a joint "Healthcare Committee" tasked with the responsibility of optimizing healthcare coverage for the membership.

This Committee shall consist of an equal number of members from the parties and each side shall appoint its own members. Each side may have up to three (3) representatives.

Unless waived by written agreement by both parties, the Committee shall meet no fewer than four (4) times per year, or more frequently if necessary. The results and/or resolutions of the Committee shall be binding on the parties, and shall be subject to enforcement under the Agreement's Grievance and Arbitration provisions.

Issues to be addressed by the Committee, shall include, but not be limited to: healthcare options under the ACA, or other applicable laws; guidance on state health insurance exchanges; wellness and weight management programs; and smoking cessation programs. If, during the duration of this Agreement, the Affordable Care Act is determined to be applicable to part-time employees covered in this Agreement, the parties shall review existing plans and if necessary, be tasked with creating and/or locating new or modified plans. Nothing contained in this paragraph shall be deemed to change or alter any program of health care benefits being offered to any employee or group of employees covered by this CBA.

The Healthcare Committee, created herein, shall be tasked with:

- Where mutually beneficial, the Parties agree to lobby on behalf of the student transportation industry and school bus drivers to avoid unnecessary and over-

reaching regulations that lack applicability to the school bus industry

- Seek mutually-beneficial and cost-effective screening and treatment options for employees, including discounted pricing, payment plans, and less intrusive alternatives.
- The Company will present a report on these issues to the Committee at each quarterly meeting.

For all local supplements entered after ratification of the Agreement, if the bargaining unit covered by the local supplement is already a participant in a Teamsters Health and Welfare Plan, and no later than Year 3 of the local supplement, the Company's contribution shall not be less than 80% of the employee-only tier cost of the selected plan, and the Company contribution toward dependent tiers shall not be less than 60% of the dependent tier cost of the selected plan. For any annual cost increase to the Teamsters Health Care plan that exceeds 3.0%, the Company and Employee shall split the additional cost evenly through any remaining years of the local supplement.

Employee weekly contribution amounts shall be calculated and deducted based on the typical 36-week calculation for employees customarily working only during the normal school year. Year-round full-time employees shall have their deductions made based on a 52-week calculation. All local supplements entered after ratification of the Agreement shall require, that the Company offer participation in the Panabridge Plan (or a substantially comparable medical plan). The Company's contribution shall not be less than 80% of the employee-only tier cost of the selected plan. The Company contribution toward dependent tiers shall not be less than 60% of the dependent tier cost of the selected plan. Nothing herein shall require the Company to participate in any multi-employer health and welfare fund except for as provided in this article, and nothing herein shall obligate the Company to contribute toward dental or vision benefits.

~~For all local supplements entered after ratification of the Agreement, if the bargaining unit covered by the local supplement is not a participant in a Teamsters Health and Welfare Plan, participation in a Teamsters Health and Welfare Plan will be negotiated with the Local Union on terms that may be agreed to between the Company and the Local Union, including the Company's contribution. Local agreements that do not currently provide for~~

participation in Teamsters health and welfare funds shall be allowed to participate, terms subject to local agreement.

The parties agree that alternative medical healthcare plan options may be identified that are more cost-effective and beneficial. Upon request, the parties will meet to explore such options. Any modification or implementation of a new plan shall occur only by mutual written agreement of the parties.

**ARTICLE 48. SEPARABILITY AND SAVINGS  
CLAUSE  
*\*No Change***

**ARTICLE 49. TERMINATION  
*Update Dates***

***Update Signature Page  
Update Appendix A  
No Change Appendix B  
Replace Appendix C***

**FREEDOM OF ASSOCIATION**

The Parties support human rights and the individual rights of the Company's employees, including an employee's right to associate themselves with a labor union if they choose. The parties support an employee's right to:

1. Freedom of Association
2. A secret ballot election
3. An informed choice
4. A representative voter turnout

The Company agrees to manage their business in support of employees and the above rights. The Company shall refrain from management conduct, whether written or verbal, that is intended to influence an employee's view or choice about labor union representation. Specifically, during union organizing campaigns, management shall support the employee's individual right to choose whether to vote for or against union representation without influence or interference from management; and shall not act in any way that is or could reasonably be perceived to be anti-union. This also includes refraining from making derisive comments about unions, publishing or posting pamphlets, fliers, letters, posters or any other communication that would likely be interpreted as criticism of the union or that advises employees to vote "no" against the union. Intimidation or harassment of employees or any other unlawful activity is strictly prohibited. However, the employees should be able to make an informed choice and therefore management may provide balanced information to assist its employees in making that choice.

The parties agree to campaign in a positive and non-disruptive manner and to refrain from negative campaigning. The Company will not make statements suggesting that,

overall, employees will lose wages or economic benefits because of organizing or because of collective bargaining. The Company will not initiate any individual "one-on-one" meetings with employees that involve discussion of issues that relate to unionization or representation.

The above notwithstanding, if another labor organization intervenes during the organizing process, the provisions of this Appendix shall not apply.

***No Change Appendix D***