

## **SUMMARY OF MODIFICATIONS TO THE TENTATIVE AGREEMENT**

After the two-representative meeting in Washington D.C. on March 30, 2011, the Company sought additional changes to the Tentative Agreement. Following further discussion with the Company, the parties arrived at a few modest changes to the Tentative Agreement. The Teamsters First Student National Negotiation Committee has approved these changes.

1. The Article entitled JURY DUTY has been modified to include the italicized and underlined language set forth below. The Article now reads:

Any regular seniority employee who is called for jury duty shall be paid his regular rate of pay for all days the employee serves on the jury for up to three (3) weeks per year. The Employer agrees to pay such amount upon presentation of proof by the employee. The Employer may deduct from the jury duty pay amounts received by the employee from the government for jury duty. *Due to the critical nature of the service provided by employees, and the likelihood that suitable replacements may not be available, the employee and Company will jointly cooperate to limit any potential disruption as result of jury duty.*

2. The Article entitled MANAGEMENT RIGHTS has been removed from the National Agreement. This means that any “management rights” clause, to the extent that one is negotiated at all, will be done locally.

3. The NO STRIKE/NO LOCKOUT article has been clarified to expressly incorporate the brief “cooling off” period embodied in Article 2 which allows the National Union Committee to assist Local Union negotiators prior to a work stoppage in the event that the Local Union negotiators are unable to reach agreement with the Company. This was already part of the agreement as set forth in the “TERMINATION” Article. The italicized and underlined provisions below represent the new language to the NO STRIKE/NO LOCKOUT provisions.

As a corollary to the local dispute resolution procedures operating in conjunction with the National Grievance Review Committee, and unless specifically set forth otherwise in this Agreement or any Supplements or Riders hereto, the Local Union agrees that it shall not call, institute, or authorize any strikes, walkouts, sitdowns, slowdowns or other concerted refusals to work, and the Employer will not lock out, over any matter that can be resolved through the contractual grievance procedures during the

life of this Agreement. *Subject to Article 2*, this provision applies only during the time period during which both this National Agreement and the applicable local rider/supplement are simultaneously in full force and effect.

In addition, for the life of the National Master portion of this agreement (Articles 1 through 51) no nationwide strikes, walkouts, sitdowns, slowdowns or other concerted refusals to work shall be authorized.

4. The Articles in the Tentative Agreement have been renumbered to account for the fact that the Management Rights article has been eliminated as well as the fact that a typographical error existed in the T/A distributed at the 2-Representative meeting in that the T/A inadvertently skipped from Article 32 to Article 34 (i.e. there was no Article 33). The corrected Tentative Agreement has 49 Articles.

End.