

FREEDOM OF ASSOCIATION

Principles to protect employees' rights under the NLRA between North America Central School Bus and the International Brotherhood of Teamsters

Both parties, North America Central School Bus ("Company") and the International Brotherhood of Teamsters ("Union") recognize and support the rights of employees under the National Labor Relations Act (NLRA) to freely choose to support or not support a labor organization for the purposes of collective bargaining. As part of this principle, the parties are committed to providing accurate information to the employees in the proposed bargaining unit in order to help them make an informed choice on whether to join, or not join, a union.

Neither Party will make promises or voice opinions that attack or disparage the Union or the Company. The Company respects the rights of employees under the NLRA and will not express preference for or opposition to any particular union as a bargaining representative.

The Parties recognize the critically important role of safely transporting students to and from school and activities, and agree that there will not be an election during the thirty (30) day period after the start of school, or for a ten (10) day period before the start of school. In the event the NLRB seeks to schedule an election at a specific location during this forty (40) day window, both Parties will request the election be delayed to meet the intent of this paragraph.

The Union agrees it shall provide the Company with written notice that the Union intends to file for an election with the NLRB for the purpose of union representation and collective bargaining. The written notice will be provided at least twenty (20) days prior to the filing and include a description of the proposed bargaining unit. The written notice shall be sent via email to the Company's Vice President of Human Resources.

During this notice period, both Parties will complete training for their staff and others who lead communications during organizing campaigns to ensure adherence to the principles in

the document.

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The Parties commit to fostering a collaborative and harmonious relationship built on trust, integrity and mutual respect. The Union and the Company also agree not to engage in any ~~form~~ ^{form} of a Corporate Campaign against the other for the duration of this Agreement including, but not limited to, any communication or action directed towards third parties, either directly or through intermediaries and members, intended to, likely to, or that is reasonably foreseeable to affect its actions or decisions related to the Company and/or Union.

Within sixty (60) days of the effective date of this Agreement, both Parties will complete training for their staff and others who lead communications during organizing campaigns to ensure adherence to the principles in the document.

The Parties agree that the dispute resolution procedures in this Agreement shall be the sole and exclusive means for resolving all disputes arising between the Parties under this document. To the extent a dispute under this document also involves rights and obligations under the NLRA, nothing herein is intended to diminish the Parties' ability to enforce such rights and obligations under the NLRA.

Any alleged violations or disputes involving the terms of this Agreement, or potential NLRB charges, shall first be brought to a joint committee composed of a designated representative from the Union and from the Company, or either Party's respective designee. If disputes, other than potential NLRB charges, cannot be satisfactorily resolved by the Parties within two (2) business days of such, either Party may submit such dispute to an Arbitrator for an expedited hearing.

The party requesting arbitration is responsible for obtaining a list of at least seven (7) arbitrators from a FMCS panel, and is responsible to providing the list to the opposite party, by email, certified mail or fax. Within two (2) days of receipt of such a list, both parties will select an arbitrator via alternate strike, after which, the moving party will be responsible for contacting

the arbitrator and arrange for the logistics of the hearing. In the event that the selected arbitrator is unable to convene a hearing within one (1) week, the penultimate arbitrator shall be contacted. In the event that this process does not result in the selection of an arbitrator available for hearing within a one (1) week period, the moving party shall request a new panel of arbitrators from the FMCS and the process shall be repeated. By mutual agreement, the Parties may elect to waive any time limit expressed herein.

The Arbitrator must render a bench decision at the close of the hearing, followed by a written decision within three (3) business days of the hearing. The Arbitrator's decision shall be limited to whether the Agreement has been violated. If the Arbitrator finds that the Agreement has been violated, the Arbitrator shall, as appropriate, but not limited to, issue a cease and desist order, a mandatory notice posting, a formal disavowal, and/or removing a manager/supervisor or union organizer from the campaign. In the event of an employee termination or discipline, upon mutual agreement, the Parties may submit the matter to arbitration, but if the Parties are not in agreement, either Party reserves the right to file a Charge with the NLRB.

Notwithstanding the foregoing, this Agreement is not intended to supplant or otherwise diminish each Party's ability to seek appropriate equitable remedies, including but not limited to injunctive relief in both State and Federal court in the event of any violation of any Local Collective Bargaining Agreement and remedies under applicable law.

The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.

The fees of the Arbitrator, including administrative expenses and travel, shall be shared equally between the Company and the Union.

This Agreement shall become effective on October 1, 2022 and continue in full force through September 30, 2027, and from year-to-year thereafter, unless written notice is sent by either Party to the other Party, not later than sixty (60) days prior to the end of the term.

For the Company

Keith Lane

Keith Lane

For the Union

Matthew Taibi

Matthew Taibi

Date: 5/10/23

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