FIRST TRANSIT, INC.

and

TEAMSTERS LOCAL 120

Effective January 1, 2020 through December 31, 2022

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MEMORANDUM OF AGREEMENT

This agreement made and entered into this 1st day of January 2020 by and between First Transit, Inc., (hereafter referred to as the "Company"), its successors, lessees or assigns, and Teamsters Local 120 (hereafter referred to as the "Union"), its successors, lessees or assigns.

INTENT AND PURPOSE

This Agreement is entered into with the intent and purpose of promoting harmonious relationships between the parties, setting forth the rights and obligations of the respective parties, the basic rates of pay, hours of work and conditions of employment, of preventing misunderstandings, lockouts, boycotts or strikes, and of providing for prompt conciliation, arbitration or other peaceful adjustment of any dispute, within the terms and provisions hereafter provided.

It is recognized that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Union and the Employer assume joint responsibility in the attainment of this goal, and agree to cooperate to obtain a full day's work on the part of employees and to help implement at all times progressive practices and procedures to improve productivity.

WITNESSETH, in consideration of the mutual covenants hereafter entered into for good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1

RECOGNITION

Section 1: The Company recognizes the Union as the exclusive representative of "employees" as defined in Section 2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees.

Section 2 - Definition of Employees: Whenever used in this Agreement, the term "employees" shall mean all regular full-time and regular part-time non-probationary fixed route operators and paratransit drivers (hereafter "operators") employed by the Company at its 502 Northern Pacific Avenue, Fargo, North Dakota facility as certified in NLRB Case No. 18-RC-14062, but excluding temporary personnel, guards, office clerical, payroll clerks, dispatchers, managerial personnel, maintenance personnel, confidential personnel, professional employees, full time trainers, road supervisors and other supervisors as defined in the National Labor Relations Act.

Section 3 - Definition of Probationary Employee: An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or an employee re-hired after termination of seniority shall be in "probationary" status until he/she has completed ninety (90) calendar days. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.

Drivers must meet all city requirements as stated in attachments B. C and D of the contract between

the City of Fargo, North Dakota and First Transit, Inc. Failure to meet these requirements shall result in automatic dismissal.

Section 4 - Job Classes: The classification of jobs as described in Section 2 of this Agreement is defined as follows:

a. A Regular Full-Time Operator is defined as an Operator regularly scheduled to work at least thirty-five (35) hours in a workweek.

b. A Regular Part-Time Operator is defined as an Operator regularly scheduled to work less than thirty-five (35) hours in a workweek.

   From time to time part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations.

   When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time Operator in seniority order before non-employee applicants are considered. Employees may elect to remain part time if they so desire.

ARTICLE 2

SCOPE OF AGREEMENT

Section 1 - Duration: This Agreement shall become effective immediately after midnight of **January 1, 2020** and shall continue in full force and effect through midnight **December 31, 2022.** Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by registered mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

Section 2 - Separability: Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to re-negotiate any Articles, Section or portion of this Agreement which are not affected by such decision.

Section 3 - Waiver of Bargaining Rights and Amendments to Agreement: During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such

matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate or to provide information. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union. This Agreement comprises the total and entire Agreement between the Union and the Company pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any employee in the unit may hereafter raise, based on past practice or otherwise, which will entitle the Union or any employee in the unit to any right, privilege or other benefit not specifically set out herein.

ARTICLE 3

DUES CHECKOFF

Section 1: It is agreed that the Employer will deduct from each employee who has completed ninety (90) calendar days, the amount of dues and initiation fees due to the Local Union and shall forward same to the Union office no later than the 20th day of the following month. The Union, in turn, shall submit to the Employer written consent of each employee for the making of such deduction.

Section 2: Upon receipt of written authorization signed by any employee in full compliance with all legal requirements, the Employer shall deduct from each such employee's pay each and every month during the effective term of this agreement, but limited to the effective period of authorization, the amount representing dues obligations of such employee as certified by the Union. The Employer shall, during the next month, mail to the Secretary-Treasurer of the Union, all such sums withheld. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will so state on the Union forms provided.

Section 3: The Union will supply the Company by the fifth (5th) day of the month in which the deductions will be made, a list of employees by name, social security number, and amount to be deducted for that month. All deductions will come from one pay period check each month.

Section 4: The Union shall defend, indemnify and save the Company harmless against any claims or suits by employees alleging that the Company has made improper deductions under the Check off.

Section 5: DRIVE: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on

a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. No deduction shall be made unless and until the Employer is furnished with individual authorization by the employee, in writing, to make such deduction.

ARTICLE 4

SHOP STEWARD & UNION REPRESENTATION

Section 1 - Shop Steward: The Employer recognizes the right of the Union to designate from among the Union employees of the Employer a Shop Steward to handle such Union business as may from time to time be delegated to the Shop Steward by the Union Executive Board pertaining to employment relations. The Company will be notified in writing by an officer of the Union as to the name of the Steward (and alternated if named). The authority of Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

a. The Shop Steward may assist in the investigation presentation, and settling of grievances in accordance with the provisions of the collective bargaining agreement.

b. Shop Steward has no authority to take strike action or any other work stoppage interrupting the Employer's business, except as authorized by official action of the Union. The Company shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this agreement.

Section 2: It is further agreed that any employee of the Company who may be selected for an office of the Union that shall require his absenting him/herself from duty with the Company shall be required to obtain a written leave of absence, and at the expiration of such term of office, be reinstated to his/her former position, including all of his accumulated seniority rights and other work privileges.

Section 3 - Union Representative: An authorized representative of the Union shall have access at reasonable times during working hours to the Employer's premises for the purpose of administering the contract provided that such representative shall first notify the Division Manager or his designee. The Employer will make reasonable efforts to accommodate such request, giving due regard to the nature of the matter, safety and its own service/production level needs. Representatives who are not employees shall be subject to all regulations of the Employer applicable to the non-employees. Such visits will only be during non-working hours and shall not interfere with the work of any employee or the operation of the facility or any department thereof

Section 4: Shop Stewards shall not be paid by the Company for Union work and shall perform such work outside assigned duty time. However, if at the Company's or Union's request, the

Steward is requested to attend a disciplinary or grievance meeting with the Company during his/her normal shift, that time shall be paid at the normal rate of pay.

Section 5: The Employer shall not enter into any agreement or contract with its employees who are in the classifications herein noted, individually or collectively, which in any way conflicts with the terms or provisions of this contract.

ARTICLE 5

DISCRIMINATION

It is agreed by and between the parties hereto that there shall be no discrimination against any employee because of union or non-union affiliation.

The Employer shall not discriminate against any officer, representative or member of the Union because of his/her activities or carrying out his/her duties as such, but no officer, representative or member of the Union shall be exempt from Employer rules and regulations from the authority of the supervisors or from the provisions of this Agreement.

Neither the Employer nor the Union shall discriminate against any employee in any manner because of race, color, religion, sex, actual or perceived sexual orientation, national origin, marital status, physical or mental disability, medical condition, age, status as a disabled veteran, service in the uniformed services, or public assistance status.

Whenever the masculine form is used herein, it shall apply to both sexes.

ARTICLE 6

VETERANS

The Employer will comply with state and federal military leave laws.

ARTICLE 7

SENIORITY

Section 1 - Seniority Defined: Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire. Date of hire shall be the first day the employee drives a vehicle in revenue service after completion of training. An employee's seniority date shall be their first day of work for the contractor who originally hired them and shall not change from one contractor to the next, but shall remain their original date of hire. For pay purposes only, the employee shall receive wage increases based on continuous service, whether full-time or part-time, subject to the provisions of Article 31 COMPENSATION. For vacation accrual and job bidding, the employee's most recent full-time date of hire shall be used. Any controversy over the seniority standing of any employee of this list shall be referred to the grievance procedure for settlement.

If application of the preceding paragraph results in two or more employees having the same seniority, the employee who has the earlier birth date shall be deemed the more senior. In the event birthdays are identical, employees shall draw lots to determine the more senior. Seniority shall be applicable only as expressly provided in this Agreement.
Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union. Claims for corrections to such seniority list must be made to the Company and the Union within thirty (30) days after the allegedly inaccurate posting is initially made; after such time the seniority list will be regarded as being correct.

Section 2 - Layoff:

a Determination of Layoffs: The Company will determine the timing of layoffs, and the number of employees to be laid off.

b. Layoffs: When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority as defined above. Part time employees shall be laid off before full time employees.

Section 3 - Recall:

a Order of Recall: Employees will be recalled by seniority as defined above.

b. Notice of Recall: The Company will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within seven (7) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date.

Section 4 - Termination of Seniority: An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

a. Resignation by the employee or termination by the Employer, unless reinstated pursuant to the grievance procedure.

b. Failure to give notice of intent to return to work after recall within the time period specified in Section 3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

c. Failure to return to work upon expiration of an approved leave of absence;

d. Layoff for a period of thirty six (36) months or for a period equal to the employee's length of service, whichever is less, but not less than one year.

e. Absence for three (3) consecutive days without notifying the Company. The Company, at its

sole discretion, may consider unusual or extraordinary circumstances and waive this rule.

f. Working for another employer while on a leave of absence, except in cases of temporary medical imposition which renders employees unable to perform normal duties assigned.

Section 5 - Return of Personnel to the Bargaining Unit: A person who, after transfer or promotion out of the bargaining unit, for a period of thirty (30) calendar days or less, remains in the continuous employment of the Company may be transferred and, notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person without loss of previously earned seniority. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least seniority as defined above will be laid off

ARTICLE 8

CUSTOMER RIGHTS AND CONTINGENCIES

Section 1 - Termination of Transportation Services Contract: If the transportation services contract between the Company and its service customers serviced from 502 Northern Pacific Avenue, Fargo, North Dakota terminate for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination, up to and including arbitration. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representative, of such other transportation provider, if known.

Section 2 - **Rights of Customers:** Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its service customer nor the rights and privileges of such customer under the transportation services contract referenced in Section 1 of this Article. Nothing in this Agreement shall require the company to violate any term or condition placed upon the company by its customer.

Section 3 - Successor: This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto in accordance with applicable law.

ARTICLE 9

MANAGEMENT RIGHTS

Section 1: All rights of Management which are not specifically limited by the provisions of the articles of this Agreement are retained by the Company. The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function, or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The management of the business and the direction of the working forces, including, but not limited

to, the right to plan, direct and control all the operations or services to be performed by employees of the Company; to schedule the working hours; to determine qualification of physical fitness and ability of its employees to perform the work including the right to require testing for suspected drug or alcoholic abuse; to hire; to promote; to evaluate; to demote; to transfer; to suspend; to discipline; to discharge for just cause; to relieve employees because of lack of work or for other legitimate reasons; to train employees, to classify employees; to offer or assign work on the basis of seniority, including overtime to employees and supervisors; to determine and re-determine job content; control the making of schedules and assignments; to determine the amount of service on scheduled lines; to determine the frequency of service; to determine the amount of time allowed on scheduled runs; to make and enforce reasonable work rules and regulations; to determine the size and composition of the work force; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; to determine the number and time of shifts; and to establish new jobs and to abolish or change the number of jobs are the exclusive function of management, limited only by the express language of this Agreement addressed to a specific function of management; provided, however, that such rights shall not be exercised to conflict with any of the express written provisions of this Agreement.

Section 2 - Contractual Duties: Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to its customers with Fargo Fixed Route. Services which include, but are not limited to, the assignment, dispatching and management of the fixed routes, paratransit, passengers and services to other contractors who are under contract to the customer.

ARTICLE 10

NO STRIKES OR LOCKOUTS

Section 1 - No Strikes or Lockouts: During the term of this Agreement, or any extension thereof (a) neither the Union nor its members, will directly or indirectly, cause, encourage sanction, or participate in any strike of any kind, including but not limited to, work stoppage, slowdown, sympathy strike or boycott against the Employer; and (b) there will be no lockouts by the Employer.

If either party fails to abide by a decision of the Board of Arbitration or arbitrator, after exhaustion of all appeal available to either party, the party seeking to enforce the decision of the Board of Arbitration or an arbitrator, has the right to take economic action.

Section 2 - Discipline for Violation of Section 1: The failure or refusal on the part of any employee to comply with the provisions of Section I of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by a Union officer, agent, representative, or steward to comply with the provisions of Section I of this Article constitutes leading and instigating a violation of said Section 1, it being specifically agreed that the Union officers, agents, representatives, and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

ARTICLE 11

DRUG AND ALCOHOL

In acknowledgment of the nature of the Company's operations and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty, drug and alcohol screening. Any testing done during regularly scheduled hours will be paid at the employee's regular rate of pay.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1: For the purposes of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company or Union of the Agreement.

Section 2: The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure below should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual agreement as evidenced by waiver in writing signed by an authorized representative of the Company and the Union. Otherwise, the grievance shall be dismissed as untimely.

Section 3: Grievances meeting the above definition shall begin at Step 1. Discharge or suspension grievances will begin at Step 2.

Step 1: The Union Representative, Steward, or aggrieved employee will meet with his/her supervisor at a mutually convenient time in order to try to resolve the grievance prior to reducing the grievance to writing. The Employee shall have the right to have a member of the Union committee present if the employee so desires.

Step 2: If the grievance is not settled in Step One, the employee may, within ten (10) working days after the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance, reduce the grievance to writing setting forth the exact nature of the matter complained of, including the date of the occurrence and specifying the exact provision of the Agreement signed by the employee or Union Representative and presented to the General Manager. Within five (5) working days after receipt of the grievance and having met with the employee and Union Business Agent or Designee, the Company shall answer the grievance in writing. If the grievance is not reduced to writing and presented to the Company within the ten (10) working days as herein specified, it shall no longer constitute a grievance. Failure of the Company to respond within five (5) working days shall be considered a denial of the grievance.

DISCHARGE AND SUSPENSION GRIEVANCES: Within five (5) working days after receipt of the grievance, the Company and Union will meet to discuss the events giving rise to the grievance in an attempt to resolve the matter. The Company shall respond in writing, answering

the grievance within five (5) working days of this meeting. If the grievance is not reduced to writing and presented to the Company within the ten (10) working days as herein specified, it shall no longer constitute a grievance. Failure of the Company to respond within five (5) working days shall be considered a denial of the grievance.

Step 3: If the grievance is not settled in Step Two, the employee or Union may, within five (5) working days after the Step 2 denial of the grievance, appeal the grievance in writing to the Region Vice President or designee. Within five (5) days after receipt of the grievance, the Company shall answer in writing. If the grievance is not appealed to the Region Vice President or designee within the five (5) days as herein specified, it shall no longer constitute a grievance. Failure of the Company to respond within five (5) days shall be considered a denial of the grievance.

ARTICLE 13

ARBITRATION

Section 1: If the parties are unable to reach a settlement of the grievance using the procedures outlined in Article XII, either party may submit the grievance to arbitration by sending a demand for arbitration to the other party by certified mail within ten (10) days after the denial of the grievance in Step 3 of the grievance procedure. Only grievances which have been filed in writing and processed in the manner and within the time limit set forth in Article XIII and this Article shall be subject to Arbitration.

Section 2: After a demand for arbitration has been made, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike names from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

Section 3: Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in any one hearing.

Section 4: The Arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this Agreement. The scope of the Arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party, considering the evidence and briefs, if any, and interpreting the language of the Agreement for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Section I of Article XII in the case of discharges whether such discharges were for just cause.

Section 5: The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by the parties, except that each party shall pay the full cost of its own attorneys, witnesses and investigation. Union Committeemen and officials shall not be paid for time spent participating in arbitration.

Section 6: The decision of the arbiter shall be in writing and served upon the Company and the Union. The arbitrator's decision shall be final and binding. Under no circumstances shall an employee be made more than whole or receive back pay for a period more than ten (10) days prior to the filing of the grievance. Further, no award of back pay shall exceed the amount of wages the employee would have earned at his regular rate. Any amount of unemployment compensation collected by an employee receiving an award of back pay shall be refunded.

ARTICLE 14

HOURS OF WORK

Section 1: The normal work week for full time fixed route operators, whenever possible, shall be forty (40) hours. As many regular runs as possible shall be completed in five (5) days. The two (2) days off shall be consecutive days to the extent possible. When operators are needed for extra work, it shall be offered by seniority to employees who are available, offering such extra work to full-time employees before offering it to a part-time employee, if the part-time employee has reached 40 hours. If the extra work does not put either the full-time or part-time employee into overtime, the extra work shall be given to an available full-time employee by seniority. This provision shall apply only to fixed route and paratransit schedules, excluding extra service events for which seniority will be followed for offering of work.

Section 2: The normal five (5) day forty (40) hour work week set forth above is generally to consist of eight hour working days.

Section 3: Employees shall be paid for all time actually worked at the rates set forth in this Agreement. All time worked in excess of forty (40) hours per week, excluding weekend and activities outside of the normal workweek in accordance with The Fair Labor Standards Act shall be paid at time and one half of the employee's regular rate of pay.

The Company shall determine when and by who overtime will be worked in the event there is an immediate work assignment for overtime and a bus needs to be dispatched from the yard. When there is more than one qualified employee on the premises, then the most senior driver will be dispatched.

Section 4: No more than one (1) weeks pay shall be held on any employee and employees will be paid on the next Friday following the end of the pay period.

Section 5: In the event an employee is absent from or late for work for any reason, the employee must notify his/her supervisor at least one hour before the schedule start of his/her shift or he/she will be subject to discipline.

Section 6: An employee terminated due to a reduction in size of the work force shall be paid only for actual hours worked during the week of the layoff. Likewise, employees hired or recalled from lay off will be paid only for time actually worked. In the event of a reduction in size of the work force, affected employees and the Union will be advised of the layoff, when

possible, three (3) days prior to the layoff.

Section 7: All and any mandated meetings shall be posted 72 hours before. If unable to attend, employees shall notify the Company of any conflict and request to be excused. Unless excused at the sole discretion of the company, any failure to attend a mandatory meeting will subject the employee to disciplinary action.

Section 8: If an employee reports to work for his regularly assigned route (excluding meetings, safety meetings, training or other special events) and no work is available, the employee shall receive a minimum two hours reporting pay.

This minimum reporting pay shall not apply if the employee is tardy, suspended from work for disciplinary reasons or requests to not work for all or a portion of his shift. The employee must accept any alternative work provided by the Company to be eligible for minimum reporting pay.

Section 9: If routes are cancelled due to an Act of God, a driver will be made whole for his/her entire shift if First Transit is reimbursed by the City of Fargo for such lost wages. In the event First Transit is not reimbursed by the City of Fargo, the driver will be given the opportunity to supplement his/her missing hours with unused, accrued vacation.

Section 10: Any employee working in an "on-call" capacity and who is called into work will be paid two hours pay or actual hours worked, whichever is greater.

ARTICLE 15

LEAVES OF ABSENCE

Section 1 - Definition: An employee may be granted a leave of absence for good and sufficient reasons, upon application in writing to the Company with a copy to the Union. The Company shall notify the Union in writing of all leaves of absence granted of 30 days or longer. In the event of any leave which extends beyond 30 days, the employee shall be responsible for all health insurance premiums.

Section 2 - Medical Leave: An employee who, because of sickness or accident off duty, who will be off work for an extended period of time, may be granted a leave of up to three (3) months, which may be extended by the Company, at its sole discretion. However, such employee shall not continue to accrue seniority after six months of leave.

The Company may, at its sole option, extend the time limit if, the employee and Union the request such an extension in writing and furnish a written report of a licensed medical doctor (MD) stating that the extension is necessary and that the employee is likely to be able to return to work following such extension.

Section 3 - Military Leave: The Company will comply with state and federal military leave laws.

Section 4 -Family Medical Leave Act: The Company will comply with the provisions of the

Federal and State Family Medical Leave Act.

Section 5 - Personal Leave: An employee may request a leave for other reasons, such as a critical family emergency. The Employee shall not engage in gainful employment in any industry unless agreed to by the Company. Leaves shall be granted for a period of 30 days and may be extended for like periods, but in no event shall a leave be extended beyond 120 days or 3 renewal periods.

Section 6 - Request Process: Request for leave shall be made far in advance as possible. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay and shall not be credited toward tenure of employment or toward working time for benefits purposes.

ARTICLE 16

DISCIPLINE

Section 1 - Company Rights: The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its Customers. The Company shall further have the absolute right to carry out all directions of its Customers notwithstanding any provision of this Agreement to the contrary. If the Customer has requested the removal of a bargaining unit employee, the Company will provide to the Local Union written documentation of such request from the Customer. Customer is defined as an agency to which the Company has signed a transportation service contract with, i.e., City of Fargo Fixed Services.

The Company shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any provisions of this Agreement.

Section 2: No employee shall be discharged or disciplined without just cause. All discipline must be issued within 10 working days from the time the employer knew or had reasonable knowledge of the event giving rise to the discipline. By mutual agreement, the Company may extend this deadline with notice to the Union of the additional time needed and the circumstances that necessitate further investigation.

Section 3: The following shall be just cause for immediate discharge; however, the Employer's right to terminate an employee shall not be limited or restricted in any manner by this Article.

A. Negligence in the performance of duties.

B. Dishonesty, including falsifying company or customer records or making false statements on application for employment or other company forms, recording false time on time records, completing the time record of another employee, or alteration of a time record.

C. Violation of Company Drug and Alcohol Program.

D. Theft or any unauthorized removal of company or customer property or property of another employee.

E. Physical violence, fighting or creating a disturbance on company premises or vehicles or any time while on duty. Threatening, intimidating, coercing or abusing fellow employees, passengers, customer or members of the public.

F. Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.

G. Immoral or indecent conduct on company premises or vehicles or any time while on duty. Unauthorized touching or contact with a passenger. Use of language or any other activity designed to offend or harass any other employee, customer or passenger based on that employee's customer's or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.

H. Insubordination, intentional failure or refusal to perform assigned work.

I. Failure at any time for any reason to maintain a valid driver license and all certificates required by Federal, State or Local governmental entities and laws to operate company and customer vehicles.

J. Deliberate misuse, or deliberate destruction, defacing, damaging, or loss of company or customer property or property of another employee or passenger.

K. Failure to follow a safety rule or practice, violation of a misdemeanor or felony law while on duty, as per FTA, or failure to use safety equipment devised as required.

L. Operating a company or customer vehicle that rear ends another motor vehicle, whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle from behind causing, in turn, employee to rear end another vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident, or if the accident was non-preventable.

M. Failure to properly perform a pre-trip inspection of any company or customer vehicle prior to the operation of the vehicle or failure to report any defects on vehicle when discovered.

N. Failure to follow prescribed routes.

O. Failure to properly secure any mobility assistance device or wheelchair or failure to properly secure any passenger or properly load, transport or unload mobility impaired passengers on a company or customer vehicle.

P. Commitment of a serious unsafe act.

Q. Failure to immediately report known accident which has occurred while on duty.

Section 4 - Notices: Copies of all warning notices and other notices of disciplinary action given employees shall be mailed to the Union with ten (10) days of the infraction by certified mail or electronic mail. Stewards shall be given copies of employee discipline within twenty-four hours of receipt by the employee, by either certified mail, electronic mail, or in person. Excluding all safety related and harassment (verbal, physical or sexual in nature) warning notices, all other notices of disciplinary action shall be removed from the employee's personnel file after twelve (12) months. No disciplinary or discharge document shall be placed in an employee's personnel file without his/her being given written notice.

By signing a warning notice, an employee is acknowledging receipt of a copy only, and does not indicate that the employee agrees with the findings contained therein.

ARTICLE 17

BULLETIN BOARD

The Employer will furnish an adequate bulletin board for bargaining unit employees in all driver breakroom locations. The Union shall have the right to post official Union notices on the bulletin board.

This Bulletin Board is to be used only for official Union notices and the results thereof, and other official Union functions. The Bulletin Board will be used only by Union Officials.

It is agreed that the Union shall not use the Union Bulletin Board for the posting of any notices or materials which are offensive, or are derogatory of the Company and its customers.

ARTICLE 18

SHIFT BIDDING

Section 1: Operators shall be offered the opportunity to pick runs at least every six (6) months each year in accordance with their seniority.

Section 2: Schedules that are going to be picked will be posted as least five (5) days in advance.

Section 3: In the event of an absence or leave of absence of less than twenty one (21) days of a regular full-time Operator, then the Company may assign any part-time Operator or Operators, at its sole discretion, to temporarily fill the full time position until said regular full-time Operator returns to full duty. The part-time operators temporarily filling the full time position shall not be eligible for any benefits offered solely to full time Operators.

Section 4: Those employees who cannot attend the bid may designate their choice of shift by

proxy. The proxy, which must be submitted to the Project Manager no later than 5:00 p.m. on the day prior to the schedule bid, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid process by all other employees scheduled to bid.

Section 5: If no choice has been left because of sudden illness or other legitimate reason, the Project Manager shall assign to the absent operator a run as close as possible to what the absent operator picked previously. If possible, the Project Manager will attempt to contact the absent operator before he/she selects a run assignment for the absent operator.

Section 6: In the event a full time Operator vacates his/her full time position through the termination of seniority, the Company shall post the full time shift for a period of three work days. Any full time employee may bid for that open shift. The most senior full time employee, if any, shall be awarded the vacant shift. If the vacant position is taken by an existing full time employee, his/her shift will then be bid and awarded to the most senior part time employee. If the vacant shift is not taken by an existing full time employee, it will be bid and awarded to the most senior part time employee. Other regular full time Operators shall not be allowed to "bump" into the vacant shifts.

Section 7: When the Company designs a bid package, the Company will meet with the Union and solicit the Union's input prior to posting the shift bid.

ARTICLE 19

GENERAL CONDITIONS

Section 1- Company Meetings: Safety meetings and other information meetings may be required by the Company from time to time.

Section 2 - Citations: No Operator shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

Section 3 - Employees Personnel Records/Files: If an employee requests information regarding their personnel records, the employee shall have the right to review, in the presence of a supervisor and steward, all records on the requesting person, including the employee's file, employment file, medical file, disciplinary or any other records on that person. Such request shall be made in writing at least three (3) days in advance.

This right to review shall not entitle the employee to have any record changed, modified or removed from the file unless such action is otherwise specifically granted elsewhere in this Agreement. Copies of records that had previously been signed by an employee may be copied at the written request of the employee at a rate of $.25 per copy. Copies of records not previously signed by the employee may not be copied by the employee.

Evaluations: Road reports shall be signed by the operator and the operator shall be given a copy

showing where they need improvement. By signing an evaluation an employee is acknowledging receipt of a copy only, and does not indicate that the employee agrees with the findings contained therein.

ARTICLE 20

PHYSICAL EXAMINATIONS

In the event the Company requires an employee to take a physical examination or drug screen, the Company will pay the cost of the procedure. No employee shall suffer a loss of earnings from the Company as a result of time spent in such physical examinations or drug screens, but otherwise time spent in physical examinations shall not be paid time.

If an employee is required to be on a regular route during all hours that the Company's preferred medical clinic is open, the Company will give the employee time for the physical examination without loss of pay.

Each employee shall be required to pass a Department of Transportation physical examination at least every two years. The cost of such examination shall be borne by the Company. All drivers will be responsible for scheduling and re-certifying their D.O.T. physicals. If an employee fails to have a physical certification, they shall be suspended, without pay, until they re-certify. Under no circumstances will an employee be given more than thirty (30) days to re-certify.

If the physical examination shows the employee to be incapable of performing his/her duties and the employee is not satisfied, he/she may, at his/her own expense, be examined by a physician of his/her own choice. If the conclusions of the employee's physician and the Company's physician are at variance, the two physicians shall choose a third physician whose decision shall be final, and the cost of the third examination shall be borne by the employee.

Employees will be required to submit to drug testing as set forth in the Company's drug testing policy.

ARTICLE 21

VACATION (REGULAR PTO)

Section 1: Regular full-time non-probationary employees will earn vacation on their anniversary date year-to-year in accordance with the following schedule.

After One (1) Full Year of Service	7 days
After Three (3) Full Years of Service	10 days
After Ten (10) Full Years of Service	15 days
After Fifteen (15) Full Years of Service	20 days

Section 2: All moneys due to an employee because of the Company losing its existing contract with City of Fargo, North Dakota, will be paid by the next pay period.

Section 3: An employee who quits or is laid off prior to the end of the vacation year shall receive pro-rated pay, unless he/she has been employed with the Company for less than one (1) full year. Employee will not be able to carry-over vacation from year to year due to their own failure to take vacation during the prior year.

Section 4: Vacation week shall begin on Sunday. The number of employees permitted at any one time to take their vacation shall be determined solely by the Company. Employees with two (2) or more weeks of accrued vacation may elect to take vacation time off in one (1) week increments. Employees may choose to take their vacation in one-half (1/2) day increments, if feasible, and if approved by the Project Manager. If the employee has made the appropriate vacation request during the vacation year, and has been denied time off, then the employee shall be permitted to carry over up to five days of vacation. Each day of carried-over vacation must be used as soon as possible.

Section 5: If a holiday falls within a vacation week, the employee may elect to receive another day off with pay. Under no circumstances will an employee receive holiday pay and vacation pay concurrently. Request for the substitute day off must be made in writing at the time he/she elects his/her vacation time off. Employee must request vacation time off at least fourteen (14) days in advance or forty-eight (48) hours in advance for daily vacation. The Company will deny or approve such vacation within three (3) days (for weekly vacation requests) of receipt of such request.

Section 6: Vacation schedule forms shall be completed by March 1st each year and weekly vacation shall take precedence over daily vacation when assigning vacation. All requests after March 1st are first come, first serve.

ARTICLE 22

WARRANTIES

Section 1: Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completing, carrying out and performing each and all of the provisions of this Agreement.

Section 2: The individuals signing, this Agreement in their official capacity hereby warrant authority to act for the respective parties.

Section 3: This contract contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement or stipulation made to the execution hereof and not set forth herein.

ARTICLE 23

WORKERS COMPENSATION

First Transit, Inc. employees are protected by the provisions of the North Dakota Workers Compensation Laws as administered by the North Dakota Office of Workforce Safety and Insurance.

ARTICLE 24

HOLIDAY PAY

Section 1 - Recognized Holidays: Recognized holidays for Regular Full-Time non-probationary employees shall include the following days or days celebrated for them:

New Years Day,
Memorial Day,
Independence Day (July 4th),
Labor Day,
Thanksgiving
Christmas Day

Section 2 - Eligibility: Employees shall be paid for recognized holidays providing they meet all of the following eligibility rules:

a. Must be a regular full-time non-probationary employee.

b. The employee has worked all of their work assignments the last scheduled work day prior to and the first scheduled work day after such holiday within the employees' scheduled work week, unless it is an approved absence by the Project Manager.

c. An employee shall not be eligible for holiday pay when the holiday falls within a period during which he/she is being disciplined or suspended.

d. An employee who is scheduled to work or who has been requested to report for emergency work who fails to report for and perform such work without reasonable cause shall not receive pay for the holiday.

Section 3:

a. An operator who may be requested to, and who works on any recognized holiday, shall be entitled to holiday pay, and in addition, shall receive pay at one and one half (1 ½) time applicable rate for time worked.

b. If an operator is scheduled to work on the holiday, holiday pay shall be eight hours.

c. Holiday pay hours may not be included as "hours worked" in the calculation of weekly overtime.

d. If an operator works his/her regularly scheduled shift on Christmas Eve or New Year's Eve, and the shift is cut short on those days, the operator will be paid for the remainder of his/her shift. An operator who is not regularly scheduled to work on Christmas Eve or New Year's Eve, but who volunteers to work on those days, will be paid only for hours worked.

ARTICLE 25

BEREAVEMENT

Section 1: In the event of the death of a member of the immediate family of any employee, the employee shall be permitted to be absent with pay for three (3) consecutive days. Members of the immediate family within meaning of this provision shall mean spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children.

Section 2: The three (3) consecutive days may be taken only the day before, the day of, and the day after the funeral.

Section 3: Employees will be paid the amount lost in accordance with the schedule that they would normally have worked.

Section 4: The company shall have the right to require proof of the death of such relatives.

ARTICLE 26

UNIFORMS

Section 1: Operators are required to wear the standard M.A.T. Transit uniforms when they report for work. Uniforms consist of shirt and trousers. The Company will provide 3 shirts for employees with less than 5 years of service and 5 shirts for employees with greater than 5 years of service. The Company will also provide one jacket to each employee. If Operators request to wear their own jacket, sweater, or vest, management has the discretion whether to approve such requests.

Section 2: Operators will also be required to wear plain black shoes with a heel height no greater than one and one half inch (1-1/2"). Operators must also have an accurate watch.

Section 3: Operators will be expected to keep their uniforms clean and pressed. They themselves must be clean and neat so they create a favorable impression on their riders and on the public in general.

Section 4: The City of Fargo will provide operators with required uniforms.

ARTICLE 27

PART TIME EMPLOYEES

Section 1: It is understood that some of the work to be performed by FIRST TRANSIT, INC. cannot be practically made into full time jobs and that some of the employee at First Transit, Inc. will be part time.

Section 2: Employees who are regularly scheduled to work more than 35 hours per week will be considered to be full time and employees who are regularly scheduled to work less than 35 hours per week will be considered to be part time. Whenever possible, pieces of A.M. work will be coupled with pieces of P.M. work in order to make the greatest number of full time runs from the available work.

Section 3: Part time employees will not be used to directly cause the reduction of the number of regular employees on a long term basis, nor will part time employees be used to work hours that could be combined into a regular run and worked by a full time employee. No full time employee shall be laid off until all part time employees are laid off.

Section 4: Part time employees will choose work according to their seniority in the same manner as do full time employees.

Section 5: All part time employees will be included in this agreement in the recognition, wages, grievance, arbitration and uniform clauses. Part time employees will receive no other benefits.

Section 6: Full time employees that are laid off by the Employer will be given an opportunity to replace part time employees.

ARTICLE 28

JURY DUTY

Section 1: In the event a full time employee is required to serve on a duly constituted jury, he/she shall be paid at his/her appropriate rate for the hours necessarily absent from scheduled work each day minus the amount of jury fees received for a maximum of ten (10) days during the life of this contract. Employees will immediately notify the employer of any jury notice.

Section 2: Employees who are released from jury duty two hours or more prior to the end of their work day must contact their supervisor to determine whether or not they should report for work.

Section 3: Required time off for the appearance in court for reason of Company business will be compensated at the employee's regular rate of pay.

ARTICLE 29

CREDIT UNION

Employees will be eligible to join the Teamsters Credit Union and the employer will make payroll deductions to the Credit Union as requested by the employees.

ARTICLE 30

HEALTH AND WELFARE

The Company shall offer health insurance to all full-time, non-probationary employees. The Company shall have sole discretion as to the plans offered to employees. If the insurance carriers are changed, employees will be notified within seven (7) days of the Company's notification from the carrier.

The Company shall pay 70% per month towards single coverage only for each full-time employee enrolled in the plan. The employee shall pay the balance of the monthly premiums through payroll deductions on a pre-tax basis.

Effective October 1, 2017, the Company will contribute 70% of the single coverage premium for the higher-cost plan offered to employees.

Effective October 1, 2017, the Company will contribute an additional $50 (above the employee-only contribution) toward the premium for employee + spouse and employee + child coverage. The Company will contribute an additional $200 (above the employee-only contribution) toward the premium for employee + family and employee + children coverage.

Effective January 1, 2012, any full-time employee who elects not to take the Company's offered health insurance coverage shall be entitled to receive payment equal to 30% of the basic single coverage only amount per month, payable bi-weekly. The stipend for not taking health insurance will be 30% of the total cost of the basic employee-only plan (not 30% of the Company's cost). An employee that does not complete the full month of employment, for whatever reason, shall not be entitled to this payment for the month.

Dental: The Company agrees to pay 50% of the single coverage only for dental coverage offered by the Company, for full time employees only.

Short Term Disability: The Company agrees to pay 100% towards a short-term disability plan for full-time employees only.

SRC Hospital Indemnity Coverage: Employees have the option to enroll in First Transit's SRC Hospital, and indemnity insurance program, at no cost to the Company.

Vision: Employees have the option to enroll in First Transit's selected vision care insurance program.

Life Insurance: The Company agrees to provide Life Insurance and Accidental Death and Dismemberment (AD&D) for full time employees of $10,000 per employee for each. Employees will be offered the opportunity to purchase additional coverage at no cost to the Company.

ARTICLE 31

COMPENSATION

Section 1: All employees shall be paid as follows**:**

Years	1/1/2020	1/1/2021	1/1/2022
0-1	$18.00	$18.60	$19.30
1-2	$18.36	$18.96	$19.66
2-3	$18.73	$19.33	$20.03
3-4	$19.10	$19.70	$20.40
4-5	$19.61	$20.21	$20.91
5-10	$20.20	$20.80	$21.50
10-15	$20.60	$21.20	$21.90
15-20	$21.01	$21.61	$22.31
20-25	$21.55	$22.15	$22.85
25-30	$22.09	$22.69	$23.39

Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of $.07 per hour to the above rates.
Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of $.12 per hour to the above rates.
Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of $.17 per hour to the above rates.
Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of $.22 per hour to the above rates.
Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of $.27 per hour to the above rates.

All wages are minimums and may be increased by the Company so long as a less-senior Step does not exceed a more-senior Step. The Union and the Employer agree to meet and discuss all wage adjustments prior to implementation.

Driver-Trainers shall receive a premium of $1.50 per hour for time spent training.

Section 2: The Company will build schedules based upon a ten (10) minute pre-trip, five (5) minute post-trip plus the time it takes for employees to get to/from the last pick-up or drop-off. If additional time is needed due to circumstances beyond a driver's control, a driver shall fill-out an exception report documenting time in addition to scheduled time and such report must be approved by management.

All hours while in the service of First Transit shall be compensated at the then applicable hourly

rate of pay including time spent while being shuttled to and from any satellite transfer point.

Section 3: Drivers will be paid at their regular rate of pay, for a minimum of one (1) hour, for all hours spent at safety, training and retraining meetings. Each Operator's attendance will be required at safety, training and retraining meetings.

ARTICLE 32

RETIREMENT PLAN

The Company will offer all eligible, full-time employees the Company's 401(k) retirement plan. Employees shall receive a 60% employer match for every dollar the employees contribute up to 6% of the employees' wages. Thus, if employees contribute 6% or more of their wages to their 401K account, the employer match will be 3.6% of the employees' wages. Eligibility and vesting are subject to the terms of the plan.

ARTICLE 33

SICK DAYS (BANKED PTO)

All current, full-time employees, upon their personal anniversary hire date, will begin to accrue .42 days of paid sick leave per month. Employees are eligible to use sick leave hours after 90 days of full time employment.

Sick days earned and not used in one year can be carried over to the next year, up to a maximum accumulation of fifteen (15) days. Upon termination of employment, unused sick days will not be paid out.

Sick leave will not count as hours worked for purposes of calculating overtime. Sick leave will be calculated at the employee's regular rate of pay and will be based on the employee's regularly scheduled shift.

Employees must give one (1) hour's notice (unless hospitalized) prior to a scheduled shift in order to be eligible for sick pay. If an employee is out on sick leave for more than two (2) consecutive days, he/she will need to present proof of inability to work from a health care provider.

The Employer agrees, at the request of the employee, to provide a printout of all vacation (regular PTO) and sick days (banked PTO) within 24 hours to the employee.

DURATION OF CONTRACT

This Agreement shall take effect as of **January 1, 2020** and shall continue in effect through **December 31, 2022**. This Agreement shall automatically be renewed on the same terms and conditions existing at expiration for consecutive one (1) year periods thereafter, unless at least sixty (60) days prior to the expiration of this Agreement or any extension thereof, either party gives written notice to the other of the desire to terminate or modify the Agreement. If neither party reopens this contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening of the annual date of January 1st.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed this _____day of January 2020.

_____
John Mathews
Senior Vice President
First Transit, Inc.

_____
Tom Erickson
Teamsters Local 120 President

_____
Brian Nowak
Teamsters Local 120 Business Agent

_____
Troy Gartner
Teamsters Local 120 Steward