COLLECTIVE BARGAINING AGREEMENT

Between

SPRINGFIELD MASS TRANSIT
DISTRICT ACCESS

And

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 73

Effective July 1, 2025 - June 30, 2028

This agreement is entered into by SPRINGFIELD MASS TRANSIT DISTRICT, hereinafter referred to as the 'Employer," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, hereinafter referred to as the "Union," after engaging in collective bargaining pursuant to the Illinois Public Labor Relations Act.

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ARTICLE 1
RECOGNITION

SECTION 1 Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Springfield Mass Transit District who solely drive Access Springfield vehicles included in the I.S.L.R.B. Case No. S-RC-96-36 petition dated January 5, 1996 ("Employees").

SECTION 2 Recognition of Bargaining Representative

The Employer will neither negotiate nor enter into any bargaining agreement on behalf of its Employees in the bargaining unit unless it is through duly authorized representatives of the Union.

SECTION 3 Integrity of the Bargaining Unit

The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its Employees in connection with their membership in the Union.

ARTICLE 2
UNION SECURITY

SECTION 1 Stewards

The Employer recognizes the right of the Union to designate stewards and alternate stewards in the bargaining unit. The Union shall advise the Employer, at least once annually, or on the first working day after changes occur, as to the identity of the stewards and alternate stewards. Union stewards shall be granted reasonable time during their scheduled shift to conduct union representation activities without loss of pay. Such paid time must be approved by management.

A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, collecting dues/fees, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other· legitimate union business.

Any leave granted to conduct Union activities which the Employer wants reimbursed by the Union shall be initiated by the Union and agreed to in writing with the Union Representative. The Union shall advise the Employer, at least once annually, or on the first working day after changes occur, as to the identity of the stewards and alternate stewards.

SECTION 2 Access to Premises

Authorized business agents or officers of the Union shall have reasonable access to the facilities of the Employer during the normal business hours of the Employer after providing the Employer with twenty-four (24) hours advance notice stating the purpose of the visit, unless otherwise mutually agreed by the parties.

SECTION 3 Union Activities

An authorized representative of the Union, such as a steward, will be granted reasonable time off without pay to conduct Union business. Such time off shall be scheduled so as to not unduly interfere with the operations of Employer.

SECTION 4 Directory Information

Once per month, the Employer shall provide the Union with the following written information regarding bargaining unit personnel; new hires, promotions, lay-offs, pay increases, demotions, extended leaves and home addresses of record, seniority date, base hourly rate, and member/non-member status. Any Employee information beyond that listed in the first sentence shall be obtained directly from the Employee by the officially designated Union Stewards.

SECTION 5 Union Membership

All newly hired Employees may make application for Union membership any time following the beginning of then employment, but until satisfactory completion of the probationary period provided for in Article 10 shall not have permanent Employee status under this Agreement. No Employee shall be discriminated against in his or her employment based upon Union membership or non-membership.

SECTION 6 New Employee Orientation

The Employer shall allow newly hired Employees to be visited by the appropriate Union steward or Union Representative for a brief orientation, not to exceed fifteen (15) minutes.

SECTION 7 Union Leave

Bargaining Unit Employees shall receive an aggregate of fifteen (15) days per year to attend Union meetings, conferences, conventions, etc. The fifteen (15) days may be used by one Bargaining Unit Employee or shared among Bargaining Unit Employees. Written requests for leave must be submitted to the Employer no less than five (5) working days prior to the leave, If the leave time requested is two days or less, the Employer will allow one Employee per shift to use unpaid leave. Union leave as provided in this section will be granted for the following purposes:

(a) to fulfill the responsibility of the Union office to which the Employee is elected or appointed;
(b) to attend meetings held for the purpose of fulfilling the responsibilities of the Union office; or
(c) to attend conferences or training related to the Union office.

Union leave as provided in this section may be denied by the Employer based upon the operating needs of the Employer.

SECTION 8 Union Logo

Employees shall be permitted to wear one Union pin or button of a size no greater than approximately one and one-half inches (UA") in diameter along with their regular uniform.

SECTION 9 Bargaining Unit Work

Except specifically provided for in this Agreement, the Employer will not assign bargaining unit work to non-unit workers.

ARTICLE 3
DUES FEES

SECTION 1 Union Dues

The Employer agrees to deduct membership dues, initiation fees, Cope, and fees for Union programs from the Employee's paychecks upon receipt of a form showing the effective date and signed by the Employee authorizing the deduction of those amounts. The form authorizing the deduction shall be provided to the Employer, by the Union no later than the Friday before the first payday for which the authorization is effective. Employer shall remit monies deducted to the Union along with an itemized statement of such deductions. The deductions shall be in the amount as certified by the Union and authorized by the Employee.

The Union shall indemnify and save the Employer harmless against any and all claims, suits or other forms of liability or costs which may arise out of any action taken by the Employer in compliance with this provision.

SECTION 2. Maintenance of Check-Off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee only in the event a question arises about an employee's membership status.

ARTICLE 4
NON-DISCRIMINATION

SECTION 1 Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service, or any other protected status as set forth in State and/or Federal Law.

ARTICLE 5
PERSONNEL FILE

SECTION 1 Inspection

Upon written request by an Employee, the Employer shall permit the Employee to inspect his or her personnel file a reasonable number of tunes, which shall be no more than twice per calendar year, unless accompanied by a Union representative. Such inspections shall occur within forty- eight (48) hours following receipt of the Employee's written request at the time agreed upon by the Employer and Employee, The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file.

SECTION 2 Union Access

An Employee involved in a current grievance against the Employer may, in writing, authorize a Union representative to inspect his personnel file, subject to the procedures set forth in Section 1 above.

SECTION 3 Employee Rights

If an Employee disagrees with any information contained in the personnel file, the Employee may submit a written statement which shall be included in the file within forty-eight (48) hours after receipt of the written statement by the Employer. Any such statement shall be signed by the Employee and shall specifically indicate the information with which the Employee disagrees.

SECTION 4 Time Limitations

Except as provided herein, oral, and written warnings as provided in Article 6, Section 1, shall remain in the Employee's personnel file for twelve (12) months from the date of the issuance of the warning. Any discipline or notices in the Employee's personnel file concerning a violation of the Employer's drug and alcohol policy as described in Article 16, Section 2 hereof or a conviction of a federal, state, or local drug or alcohol offense shall remain in the Employee's personnel file and may be considered and used in any subsequent disciplinary action for drug and alcohol policy violations. All other disciplinary action shall remain in the Employee's file, but after twenty-four (24) months from the date of the infraction or disciplinable offense can no longer be used to build progressive discipline cases. Once a disciplinary action "ages out," the Employee shall move back a step on the ladder of discipline. This means that if the only discipline an Employee has that is still usable for progressive discipline is a 3-day suspension, the Employee would

be considered only on the first step of the ladder. (Regardless of what step on the ladder the Employee was placed at the time the discipline was issued, his or her current step on the ladder correlates to the number of disciplines still considered active in his or her file).

ARTICLE 6
DISCIPLINE AND DISCHARGE

SECTION 1 Discipline and Discharge

(a) The Employer will not discipline or discharge an Employee without just cause. Except as otherwise provided in this section or in the Employer's substance abuse policies or in Article 7, before an Employee can be terminated for just cause, the following progressive disciplinary steps shall be followed:

(1) For a first incident for which discipline is imposed, an Employee shall receive an oral warning with a written notice to the Union.

(2) For the second incident for which discipline is imposed, an Employee shall receive a written warning notice with a copy to the Union.

(3) For the third incident for which discipline is imposed, an Employee shall receive a one (1) day suspension (without pay) with a copy of the notice of suspension to the Union.

(4) For the fourth incident for which discipline is imposed, the Employee shall receive a three (3) day suspension (without pay) with a copy of the notice of suspension to the Union.

(5) For the fifth incident for which discipline is imposed, the Employee will be subject to discharge and the discharge must be in writing to the Employee, with a copy to the Union.

(6) In all notices initiating disciplinary action, previous discipline being used in consideration of current discipline shall be listed along with the date it was issued.

(b) Any Employee shall be subject to discipline, up to and including immediate discharge, based upon a review of the pertinent facts and circumstances, and depending on the severity of the offense, without further notice and without following the steps provided for above under the following circumstances:

(1) Dishonesty.

(2) Recklessness while on duty,

(3) Any Employee found in possession of any illegal drug substance, or weapon, while on duty.

(4) Being under the influence of alcohol, cannabis, or any illegal or controlled drug or substance, as provided for in the Employer's substance abuse policy, while on duty.

(5) Failure to have the necessary driving privileges to operate the vehicles of the Employer as a result of a suspension or revocation of those privileges.

(6) Failure to immediately report, or as soon as reasonably practicable, an on-duty accident to the Employer; in all circumstances the report to the Employer must be made before the Employee leaves the scene of the accident.

(7) Insubordination, which shall be defined as a refusal to follow a legitimate direction of the Employer. A disagreement is not insubordination unless the

Employee, in the course of the disagreement, refuses a legitimate management directive.

(8) Any other act or conduct that would cause the continued employment of such Employee to be detrimental to the Employer, its Employees, or customers.

SECTION 2 Just Cause

The Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the underlying occurrence and following a reasonable period of time to investigate the facts and seek such advice and counsel as Employer deems appropriate, Unless extended by agreement between the Employer and the Union, the Employer will impose disciplinary action no later than thirty (30) days after the Employer learns of the act or omission giving rise to the discipline.

SECTION 3 Investigatory Interviews

When the Employer conducts an interview with an Employee for the purpose of determining whether or not that Employee should receive disciplinary action, the Employee may be accompanied by a Union steward at the interview if the Employee desires that representation. If the Employee declines Union representation, he/she will be required to sign a waiver that will be effective only for that particular meeting. If a Union representative is not present and a waiver is not signed, then the meeting will be rescheduled by the management representative with written notice to the Employee and the steward. If at this second meeting no Union representative is present and no waiver is signed, the Employer may proceed with the meeting and impose discipline or take action based upon the meeting or the incident which was the basis for the meeting.

The role of the Union steward shall be limited to assisting the Employee, clarifying the facts, and suggesting other Employees who may have knowledge of the facts.

SECTION 4. Reinstatement

If an Employee covered by this Agreement is disciplined or discharged and it is found, either through agreement by the Employer and the Union or by an award of arbitration, that the Employee was disciplined or discharged without just cause, the Employee shall be reinstated upon such terms and conditions as provided for in the settlement agreement or arbitration award.

SECTION 5 Disciplinary Meetings

When the Employer is going to discuss any disciplinary related matter with any Employee the Employee will be informed of the subject matter of the meeting and that the Employee has a right to have a Union Steward present for the meeting. If the Employee chooses not to have a steward present, the Employee will be asked to sign a statement waiving that right, and, if the Employee chooses not to sign, the Employer may so note that fact on the statement and proceed with the meeting.

ARTICLE 7
MISS-OUTS AND ABSENCES

SECTION 1 Miss-outs

A miss-out is a failure to report to work on time when the Employer allows the Employee to work their regularly assigned shift. An Employee's failure to report to work on time when the Employee does not work their regularly assigned shift shall be treated as an absence to be dealt with under the Employer's absenteeism policy. The Employee shall provide notice to the Employer as soon as possible if the Employee is not able to report for work on time. Five miss- outs in any twelve (12) month period shall result in termination. Miss-outs will not be the subject of progressive discipline.

However, no miss-out will be charged to the Employee if the Employee can document an excusable reason for the miss-out such as an accident, medical emergency, or in some instances car problems. This excusable miss-out provision can he used only two (2) times in any twelve (12) month period.

SECTION 2 Absences

An absence or failure to complete assigned work will be considered an Excused Absence if an Employee's absence or failure to complete assigned work is taken as sick time, PLD time, or other approved leave time. The Employee will be given two (2) out of six (6) excused absences without providing documentation of an excusable reason for the absence or failure to complete assigned work, unless the Employer, in its sole discretion, otherwise notifies the Employee that documentation is necessary. The total number of excused absences shall not exceed six (6) in a twelve (12) rolling month period, after which all absences will be unexcused, regardless of pay.

Absences will not be subject to progressive discipline. An employee who incurs four (4) unexcused absences in a twelve (12) rolling month period will be eligible for termination. A written notice will be given to the Employee on each of the first three (3) unexcused absences with a written reminder on the third absence that the next unexcused absence in the twelve (12) rolling month period could result in termination.

The number of absences is determined by individual occurrence and not by the amount of time of the absence. The following will not be counted against an Employee for purposes of this Section: P.L.D., paid holidays, Employee's birthday, jury duty, bereavement or military leave, and any other leave provided for in this Agreement.

SECTION 3. Pre-Approved Time Off

Any Employee requesting pre-approved PLD time or unpaid leave as provided in Article 13, Section 5 will complete the time off form (Dispatch has forms) and turn it in forty-eight (48) hours in advance for a single day off or fourteen (14) days in advance of using two (2) to five (5) days of PLD. The Employer will return the form approved or denied by the last scheduled work day prior to requested time off, or within five (5) working days of receipt of the request from the Employee, if given well in advance.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1 Grievance Procedure
The Employer agrees to meet and deal with the properly accredited committee of the Union on all grievances and questions regarding wages, hours of work and other conditions of employment that may arise from time to time.

SECTION 2 Definition
A grievance is defined to be:

(a) Any controversy between Employer and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth; and

(b) Any controversy between Employer and the Union as to whether or not any Employee disciplined for violation of any rule of Employer is guilty of such violation.

SECTION 3 Filing of Grievance
In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

No grievance shall be entertained or considered unless it is presented in writing:

(a) Within seven (7) days after the act or incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth; or

(b) Within seven (7) days after the suspension or discharge of any Employee for violation of a rule of Employer.

SECTION 4. Settlement of Grievance and Arbitration
Any grievance presented in a due and timely manner as provided for in Section 3 of this Article shall be handled as follows

Step One:
The Director of Operations shall meet within seven (7) days of being presented with the grievance with the grievant and, if requested by the grievant, the steward. The Director of Operations shall respond to the grievance in writing within seven (7) days of the grievance meeting.

Step Two:
If the grievance is not resolved at Step One, the Union may submit the grievance to the Managing Director within seven (7) days of the receipt of denial of the grievance. The Managing Director shall meet and attempt to resolve the grievance within seven (7) days of receipt of the grievance. The meeting shall be with the grievant and, if requested by the grievant, the steward. The Managing Director shall respond to the

grievance in writing within seven (7) days of the grievance meeting.

Step Three:
If the grievance is not resolved at Step Two, the parties at any time may jointly elect by written agreement signed by the parties submit the grievance to mediation. The submission shall be to FMCS or to such other mediator as selected by the parties, and the meeting shall be scheduled subject to the mediator's availability. This step shall only apply where the parties mutually agree to utilize it; in all other cases it will be bypassed.

Step Four:
The Union may, if the grievance is unresolved at Step Two or Step Three submit the grievance to arbitration by giving written notice to the Employer within fifteen (15) days after the failure to resolve the grievance at Step Two or Step Three. The party demanding arbitration shall request the same in writing stating the question or questions to be arbitrated. The parties shall request that the Federal Mediation and Conciliation Service submit a panel of five (5) names from which the Union will strike two (2) names and the Employer will strike two (2) names. The remaining member of the panel shall be the independent arbitrator. The decision of the independent arbitrator named by the parties shall be final and. binding upon all interested parties. All the conditions set forth in this Agreement shall remain undisturbed.

The expense of the independent arbitrator, as well as the joint expenses incidental to the arbitration, shall be borne equally by the parties.

SECTION 5 Computation of Time Limits
Saturdays, Sundays, and Holidays, as those Holidays are set forth in Article 12, will not be included for the purpose of computing the time within which certain actions must be taken under this Article.

ARTICLE 9
HOURS OF WORK

SECTION 1 Work Week Defined
The work week begins at 12:01 a.m. on Sunday of each week and ends the following Saturday at 12:00 midnight. The regular work week shall be between thirty (30) hours and forty (40) hours. Approximately fifty percent (50%) of the Employees shall have at least two (2) consecutive days off in each work week.

SECTION 2 Work Day
The regular work day shall consist of one shift lasting between six and one-half (6.50} hours and eight (8) hours. An Employee working more than seven and one-half (7.50) consecutive hours in any work day, including extra-time and overtime, will be given a thirty (30} minute paid meal break at a time near the mid-point of the work day. Saturday work will be included in regular schedules as a regular working day.

SECTION 3 Extra Time and Overtime Defined

Extra time shall consist of any time worked in any work week in excess of the number of hours in the Employee's regular work week to a maximum of forty (40} hours. Overtime shall consist of any time actually worked over forty (40} hours in any one work week. Paid meal breaks are not included within the calculation of hours worked for overtime purposes.

SECTION 4 Overtime Payment

Overtime shall be paid for at the rate of one and one-half (1-1/2) times the Employee's regular rate.

SECTION 5 Distribution of Overtime and Extra-time

Overtime and extra time shall be assigned by the Employer in the following manner.

(a} Volunteer List

Each pay period the Employer will post a volunteer sheet for overtime and any extra-time. In order to be eligible for overtime or extra-time on a volunteer as is, an Employee must place his or her name on the volunteer sheet no later than 6:00 p.m. Central Time on the Friday before the pay period that the volunteer list applies to. An Employee may remove his or her name from the volunteer list with twenty-four (24) hours verbal or written notice to the dispatcher on duty. Overtime or extra-time shall be assigned to eligible Employees on the volunteer list on the basis of seniority. The Employee's failure to answer the phone for an overtime assignment will be deemed a Miss- Out, No Employee may be required to work overtime for more than two (2) consecutive days. If more than one (1) Employee volunteers in a given pay period, the overtime will first go to the most senior eligible volunteer, the next offer to the next most senior, etc., so that the opportunity for overtime is spread out over all volunteers whenever possible.

(b) Employer Assignment

In the event that there is no eligible Employee on the volunteer list or there are insufficient eligible Employees on the volunteer list to cover overtime or extra- time, the Employer shall assign the overtime or extra-time work on a rotating basis among eligible Employees in reverse order of seniority. When overtime or extra-time work is required to be mandated to operators for coverage, mandated assignments will rotate up the seniority roster from least senior to most senior; until all eligible Employees have been required to cover a mandated piece of work before an individual Employee is mandated a second time. No Employee may be required to work overtime for more than two (2) consecutive days.

(c) Assignment to Others

The Employer may assign bargaining unit work to dispatchers or Access and SMTD supervisors and managers only upon the occurrence of the following factors:

1) there is no eligible Employee on the volunteer list to perform the work,

2) there are insufficient eligible Employees on the volunteer list to cover the work; and

3) the Employer has contacted or attempted to contact two (2) bargaining unit Employees, either on the volunteer list or as described in Article 9, Section 5(b) herein at the Employee's telephone number as set forth in the Employee's personnel file and each declines the assignment or fails to receive the telephone call for any reason.

(d) The start and end of an overtime and extra time assignment may not coincide with the start and end of a regular shift in the discretion of the Employer.

SECTION 6 Emergency Call-In

Whenever an Employee is called in or expected to report outside his or her regular hours of work, the Employee will be paid a minimum of one (1) hour's pay at that Employee's usual rate. Should the work take less than one hour, the Employee may be allowed to return home. When the Employee works more than one (1) hour, the Employee will be paid for actual hours worked.

SECTION 7 Work Shift Bid

Employees shall have the opportunity to select the shift of their choice on the basis of their seniority, the most senior Employee shall be given first choice of work shift and other Employees shall make their choices in order of seniority. There shall be three (3) shift bids by Employees per year. Additionally, whenever the Employer has notified Employees of open shifts, Employees shall have the opportunity to bid on the open shifts on the basis of their seniority. Any newly established shifts must be posted for bid.

SECTION 8 Change in or Cancellation of Service

The Employer may reduce, cancel, change, or otherwise limit work, routes or shifts for any reason determined appropriate by Employer, In the case of any such change, Employees who have reported to work before receiving notice of a change to their work will be paid for the greater of the time actually worked by the Employee or two (2) hours. In the case of any such change, Employees who have not reported to work before receiving notice of a change to their work have the option to take an unpaid leave day with no penalty, to take a paid leave day as defined in Article 13, or to work another shift, if available, as assigned by the Employer. This paragraph shall not apply if such limited service is the result of conditions over which the Employer has

no control, most significantly, weather related emergencies. In such circumstances, the Employer will compensate lost regularly scheduled wages for all Employees up to an 8-hour workday minus any hours already worked before service was reduced or cancelled. This compensated time will not accrue towards overtime. Employee's who are not scheduled to work on such dates are not eligible for this pay. Employee's who call off from work on such dates are not eligible for this pay.

SECTION 9 Required Work
The Employer has the right to require the least senior available Employee to accept any open work in order to have the necessary work performed.

ARTICLE 10
SENIORITY/LAYOFFS/VACANCIES

SECTION 1 Probation
New Employees shall serve one probationary period of one hundred ten (110) days. During the probationary period, the conditions of this Agreement, except as to wages and hours, shall not apply to Probationary Employees. Probationary Employees shall be subject to dismissal for any reason without recourse to the grievance procedure.

SECTION 2 Extension
The probationary period may be extended an additional thirty (30) days by the Employer. Any extensions of the probationary period will be subject to the grievance procedure.

SECTION 3 Seniority Definition
Seniority is defined as the Employee's length of continuous service with the Employer as an Access Springfield driver since their last date of hire.

SECTION 4 Shop Steward Seniority
Solely for the purposes of layoff and recall, all duly elected stewards of the Union shall be deemed more senior than any other bargaining unit member. As between two or more stewards, seniority shall be determined by actual seniority.

SECTION 5 Interruption of Seniority
Unless otherwise required by state or federal law, no seniority will be earned during an approved leave of absence and the Employee's seniority will be frozen for the period of the leave.

SECTION 6 Loss of Seniority
Seniority shall be terminated if an Employee:

A Quits or retires.
B Is discharged.
C Is laid off for more than twenty-four (24) months or fails to report to work within five (5) calendar days after having been recalled from layoff.
D Fails to report for work at the termination of an approved leave of

absence.

E Is on leave of absence for personal or health reasons and accepts other employment.

SECTION 7 Seniority List

The Employer shall supply to the Union an updated seniority list for bargaining unit Employees at least annually or, if there are new Employees, semi-annually upon the request of the Union.

SECTION 8 Layoff and Recall

Employees to be laid off shall be laid off in accordance with their inverse seniority rights. All seniority rights shall be lost twenty-four (24) months after such layoff. Seniority shall be frozen as of the date of layoff. An Employee being called back will be notified by certified mail sent to the Employee's most recent mailing address as indicated by the records of the Employer. The Employee must advise the Employer, within three (3) days after delivery of the notice, of his/her intentions, and must report for work within five (5) days thereafter. Employees failing to comply will automatically be dropped from the seniority roster.

SECTION 9 Management Position

Any Employee who elects to take a position with the Employer which is outside the bargaining unit and who remains in that position for a period of ninety (90) days, shall lose all seniority in the bargaining unit.

ARTICLE 11
MANAGEMENT RIGHTS

SECTION 1 General Policy

Except as otherwise provided in this Agreement, the operation of the system, the subcontracting of work, the scheduling and the direction of the Employees, including the making and enforcing of reasonable rules to assure orderly and efficient operations and compliance with federal and state laws and regulations, the determination of Employee competency, the right to hire, to transfer, to promote, to demote, to discipline or to discharge for cause or to lay off for lack of work are exclusive rights of the Employer. The Employer agrees to give the Union prior notice and an opportunity to discuss proposed rules the Employer proposes to adopt. The Union agrees that the Employer has the right to make and enforce these rules even if the Union does not agree with the Employer on the proposed rules, All Employees must abide by reasonable rules as established by the Employer.

ARTICLE 12

HOLIDAYS / HOLIDAY PAY

SECTION 1 Designated Holidays
All Employees shall receive the following Holidays with pay at their regular rates:

NEW YEAR'S DAY	MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY	PRESIDENT'S DAY
MEMORIAL DAY	FOURTH OF JULY
LABOR DAY	VETERAN'S DAY
THANKSGIVING DAY	CHRISTMAS DAY
EMANCIPATION DAY	

Employees will be paid at their regular rates for the number of hours of their regular shift on these holidays; all other Employees will receive six and one-half (6.5) hours of pay. Holiday pay shall not be paid to Employees who are on sick leave, furloughed, FMLA, or on compensation roll. Employees who are required to work on any of said Holidays will be paid for such work at their usual rate in addition to their Holiday pay. For purposes of this Section, a Holiday shall be considered to fall on the day upon which it is observed. If a Holiday falls on Sunday, it shall be observed on the Monday next. In order for an Employee to receive Holiday pay, the Employee must work the scheduled day before and after the Holiday, unless excused. This section does not apply to Employees who have not graduated from the training program after hire.

SECTION 2 Personal Day
Non-probationary Employees will be entitled to one (1) personal leave day to be used during the immediately following contract year. The personal leave day will be awarded on July 1st of each new contract year. The scheduling of the personal leave day shall be done with the concurrence of Management.

ARTICLE 13
PAID LEAVE DAYS

SECTION 1 Paid Leave Day Policy
Paid Leave Days (PLDs) may be used by Employees for such purposes as vacation, illness, bereavement, and other personal reasons. PLDs shall consist of pay for all scheduled hours from six (6) hours, thirty (30) minutes up to eight (8) hours, per PLD when an Employee will be absent from a whole shift, and when requesting partial shift absences, the exact number of hours requested off will be applied to PLD time. PLDs may be taken only after they have been accrued by the Employee, and upon successful completion of their probationary period. Employees will begin to receive PLD time with the first full pay period after their probationary period and any future accrued PLD time will then be applied per pay period going forward. PLD time is requested on forms provided by the Employer, in advance whenever possible, and approved in such a way as not to jeopardize routine Employer operations.

PLD requests for one day shall be submitted for approval at least forty-eight (48) . hours in advance and will be returned approved or denied by the last scheduled work day prior to the requested time off, or within five (5) working days of receipt of the

request from the Employee, if given well in advance.

PLD requests for two through five days shall require at least fourteen (14) days advance notice and will be returned approved or denied by the last scheduled work day prior to the requested time off, or within five (5) working days of receipt of the request from the Employee, if given well in advance.

When PLDs are used for bereavement, or other urgent reasons, no advanced notice is required as long as the Employee notifies the Employer before his/her shift is to begin. The Employer reserves the right to require verification that PLDs taken with less than twenty-four (24) hour notice were taken for valid reasons. (See Article 7 for more information.)

SECTION 2 Paid Leave Schedule

A) All eligible Employees with more than 110 days, but less than two (2) years seniority will earn forty-five (45) hours and thirty (30) minutes PLD time for each twelve (12) month period beginning with their anniversary date and thereafter will accrue at one and three- fourths (1.75) hours per pay period.

B) All eligible Employees with more than two (2) years, but less than five (5) years seniority will earn eighty (80) hours of PLD time for each twelve (12) month period beginning with their anniversary date and thereafter will accrue at 3.07 hours per pay period.

C) All eligible Employees with more than five (5) years, but less than ten (10) years seniority will earn one hundred and twenty (120) hours of PLD time for each twelve (12) month period beginning with their anniversary date and thereafter will accrue at 4.62 hours per pay period.

D) All eligible Employees with more than ten (10) years seniority will earn one hundred and sixty (160) hours of PLD time for each twelve (12) month period beginning with then anniversary date and thereafter will accrue at 5.54 hours per pay period.

E) PLD time shall be used in the twelve (12) month period beginning with an anniversary date after the PLD time has been earned. However, an Employee with less than two (2) years seniority may carry over PLD time in order to accumulate up to eighty (80) hours of PLD time when combining carry-over time and time earned. No Employee shall use more than one hundred sixty hours (160) of PLD time in any twelve (12) month period. Employees with three (3) years or more of seniority will be eligible to pay out PLD time in excess of their current year's accrual amount at their anniversary date of hire, not to exceed eighty (80) hours of PLD time as long as that Employee has used at least forty (40) hours of PLD time in the proceeding twelve (12) month period.

F) Changes to PLD accruals go into effect July 1, 2025. Employees will accrue

PLD time at their new rates but at their next anniversary date of hire may only see partial increases in hours in the first fiscal year. Employees will not see a full new accrual of benefit time until a whole anniversary year has passed under these new contract conditions.

SECTION 3 Sick Leave

Non-probationary Employees shall earn six (6) days of sick leave per year which may be accumulated by the Employee. Sick leave will accumulate at 1.85 hours per pay period. Sick leave shall consist of pay for all scheduled hours from six (6) hours, thirty (30) minutes up to eight (8) hours, per sick day when an Employee will be absent from a whole shift, and when requesting partial shift absences, the exact number of hours requested off will be applied to sick time. Any Employee found to be abusing this provision is subject to disciplinary action by management, including discharge. The Employee shall submit to the Employer the appropriate provided forms to ensure ability to return to work without restrictions.

To earn one sick leave allowance an Employee must be available for work at least ten (10) full days during each calendar month or the period of time for which the allowance is computed. An Employee on vacation is considered available for work for the purpose of determining this sick leave allowance.

SECTION 4 Bereavement Leave

Non-probationary employees shall be entitled to bereavement leave of three (3) days paid leave for the death of a parent, spouse/domestic partner, father/mother-in-law, grandparent, sibling, child or grandchild, other parent of your child if your child is a minor. The Employer may require the Employee to provide adequate proof of the existence of the relationship and death of that person prior to paying for these days. The relationship identified must be a blood relationship except for an adopted child, in-laws and spouse/domestic partner. The in-law or spousal/domestic relationship must be the current relationship at the time of the bereavement leave. For purposes of this section, the terms "domestic partner" and "domestic relationship" refer to two persons, who are not related by blood closer than permitted by the State of Illinois marriage laws, who live together and share a common domestic life in a relationship that resembles a mutually exclusive partnership as that of marriage but are not joined by marriage.

SECTION 5 Jury Duty

The Employee shall advise the Employer that the Employee is required to report for jury duty, both upon being notified of the Employee being called for jury duty and on the last working day before the Employee is supposed to report for jury duty. If the Employee is required to perform jury service, the Employer shall pay the Employee the difference between the Employee's regularly scheduled shift at the Employee's regular rate of pay and the amount the Employee receives for jury service plus work actually performed for the Employer for every day of jury duty, When an Employee is on jury duty they will be allowed to report to work for their regularly assigned shift and contact the clerk of the Circuit Court's office to find out if they must report for jury, service. However, when an Employee is excused from jury duty for the day and for the

week, the Employee must immediately call and advise the Employer that the Employee has been excused and be prepared, if called upon by the Employer, to report to work.

SECTION 6 Maternity Leave
The Employer will grant an unpaid maternity leave of absence of up to twelve (12) weeks for any employee within their first year of employment who is not yet eligible for FMLA.

ARTICLE 14
LEAVES OF ABSENCE

SECTION 1 Military Leave
A) Reserve Duty: Any non-probationary Employee who is a member of the active military reserve will be permitted to attend annual. summer training sessions, with loss of pay and benefits, for a period not to exceed two (2) weeks per year, regardless of the number of working days involved, written notification from the Employee's reserve unit will be required.

B) Active Duty: The Employer will abide by all applicable state and federal statutes dealing with re-employment after military service.

SECTION 2 Employee Rights During Approved Leaves
Persons returning from approved leaves of up to twelve (12) weeks, granted in the above sections of this Article, shall be entitled to return to the same job position and the same shift. Persons returning from approved leaves of longer than twelve (12) weeks, granted in the above sections of this Article, shall be entitled to return to the same job position but not necessarily the same shift.

Employees who fail to return to work on the agreed date shall be presumed to have resigned without notice.

SECTION 3. Family Medical Leave
The Employer agrees to abide by the provisions of the Family and Medical Leave Act of 1993 as amended from time to time (FMLA), as well as any state or federal laws pertaining to family and medical leave enacted prior to the termination of this collective bargaining agreement.

The employer agrees that for purposes of FMLA leave the twelve (12) month period shall commence on the date the Employee first takes FMLA leave.

SECTION 4 Discretionary Leave
The Employer, in its discretion, may grant an unpaid leave of absence to Non-probationary Employees for the purpose of educational study or other personal reasons. Such leave will be subject to approval by Employer's Board of Trustees. Employee's request for a leave must be in wilting and include a reasonable

justification for the requested leave. Employees returning from an approved leave will be entitled to return to work in the same position although not necessarily with the same work. Failure to return to work on the termination of the leave shall constitute a resignation by the Employee.

ARTICLE 15
RATES OF PAY

SECTION 1 Rates of Pay

The following shall be the rates of pay during the term of this Agreement:

	Base Rate 07/01/2025	Base Rate 07/01/2026	Base Rate 07/01/2027
First Twelve (12) Months	$22.23	$22.89	$23.58
After One (1) Year Anniversary	$24.23	$24.96	$25.71

Employees who have been employed with the Employer for two (2) or more years shall receive, as longevity pay, an additional one dollar ($1.00) per hour over base rate. Employees who have been employed with the Employer for three (3) or more years shall receive, as longevity pay, an additional two dollars ($2.00) per hour over base rate. Employees who have been employed with the Employer for four (4) or more years shall receive, as longevity pay, an additional three dollars ($3.00) per hour over base rate.

SECTION 2 Additional Compensation

The Employer has the right, in Employer's absolute discretion, to give across the board bonuses to all Employees in excess of those provided for by this Article. These bonuses can be less for Employees with seniority of less than twelve (12) months. No bonus shall be considered by the Union or the Employees as an indication of future bonuses.

SECTION 3. Training

Any Employee training another Employee at the request of the Employer shall receive an additional $5.00 per hour of training. To qualify for the premium, operator instructors shall fulfill a prescribed course of training. The Employer reserves the right to select instructors without regard to seniority. This is a differential pay and does not increase the hourly rate or accumulate towards overtime.

SECTION 4 Perfect Attendance Bonus

An eligible Employee shall earn and receive a Perfect Attendance Bonus in the amount of $500.00 every six (6) months. To be eligible for the Perfect Attendance Bonus, the Employee shall not have had any NON-SCHEDULED days off, paid or unpaid, in the preceding six (6) month period, and no suspension days. The Employee must have been employed by the Employer the entire six-month period; there will be no pro-ration. The six-month periods shall run from January 1through June 30

and July 1 through December 31 of each year with the bonus payable at the first pay period following the end of the respective six month period.

Section 5 Shift Differential
Any work between the hours of 6:00pm and midnight will receive a shift differential of $.50 cents per hour.

ARTICLE 16
PHYSICAL ABILITY TO PERFORM

SECTION 1 Physical Examinations
All Employees shall submit to a physical examination, including drug and alcohol screening, at the Employer's expense every other year or as directed by a physician selected pursuant to this Section. The Employer will name a physician or clinic that shall perform the physical examination for the Employees. The Employer shall arrange the Employee's appointment for a physical examination with the physician conducting the physical examination. In the event the Employee's appointed time for taking a physical examination conflicts with his work schedule, the Employer shall relieve the Employee from his assigned work for the period of time necessary to enable the Employee to travel to the physician's office, submit to the physical examination and return to his work assignment. The physical examination shall be scheduled for a time within a thirty (30) day period of the anniversary date of employment of the Employee. If the physical examination is scheduled during the Employee's off-duty hours, and conducted off-duty, the Employer shall pay the Employee a sum equal to one and one-half (1-1/2) hours of the Employee's regular pay.

Employees whose ability to work hinges on medication, such as high blood pressure medication, may be rechecked semi-annually or more often. Such examination shall be performed by qualified medical personnel. Cost of exam to be borne by Employer. If a scheduled appointment is necessary, management shall give the Employee twenty-four (24) hour notice of the appointment and in the event the Employees' appointed time for taking the exam conflicts with his work schedule, the Employer shall relieve the Employee from his assigned work for the period of time necessary to enable to Employee to travel to the physician's office, submit to the physical examination and return to his work assignment.

If there is a disagreement between the Employer's doctor and the Employee concerning such Employee's ability to return to work, the Employee may consult a doctor of his own choosing at his own expense. If there is then a disagreement between the Employer's doctor and the doctor selected by the Employee, the matter of the Employee's ability to return to work shall be decided by an independent doctor of high professional standing to be selected by the Employer and the Union, In the event the independent doctor rules that the Employee is not able to return to work, the Employer will pay for the consultation service of the independent doctor so selected. If the independent doctor rules that the Employee is able to return to work, the

Employee will pay the independent doctor's fee for such examination.

SECTION 2 Drug and Alcohol Screening

The Union agrees that the Employer has an obligation under Federal law to perform drug and alcohol screening of the Employees and acknowledges that the existing drag and alcohol policy of the Employer is intended to meet this obligation. The Union accepts the current drag and alcohol screening policy and agrees that upon prior notice to and discussion with the Union, the Employer has the right to change that policy from time to time to meet Federal or State mandates. To the extent the Federal or State law allows any discretion in the establishment or implementation of the drug and alcohol screening policy, the Employer and the Union agree to negotiate in good faith with respect to those discretionary matters. Any time the drug and alcohol screening policy is changed as required by Federal or State law, the Employer shall provide the Union with notice thereof within seven (7) business days after the effective date of the change. With regard to discretionary matters in the drug and alcohol screening policy, the Employer shall provide die Union written notice of the desired change no later than fifteen (15) days before the effective date of the desired change and provide the Union with an opportunity to discuss and to negotiate the desired change before the effective date of the desired change.

ARTICLE 17
BENEFITS

SECTION 1 Uniform Allowance

All Employees shall receive an annual uniform allowance of Two-hundred Seventy-five Dollars ($275.00). The Employer will reimburse the Employee from this amount for expenses incurred in the purchase of uniform items. Allowances will be issued on July 1st of each contract year and must be used by June 30th of each contract year. Insurance allowances do not carry over into the next contract year. Orders placed by or on June 30th will count towards the previous contract year's allotment first.

SECTION 2 Health Insurance

Employees hired before September 9, 2015, will have two (2) options in health insurance benefits:

Option 1:

Employees who have worked eighty (80) hours in the preceding month shall be entitled to a health insurance allowance in the current month of ninety and no/100 dollars ($90.00). This allowance will be paid directly to the employee along with his paycheck.

Option 2;

Employees may enroll in an Employer offered health insurance plan upon open enrollment, and at that time, will no longer receive the health insurance allowance.

The four Employees currently receiving both the health insurance allowance and health insurance benefits will continue to receive such until the next open enrollment period. Those Employees will then choose which option above they would like to continue with. They will no longer be eligible to receive both.
Employees hired after September 9, 2015 will be offered health insurance benefits only. The health insurance allowance will no longer be an option.

SECTION 3 Life Insurance

The Employer will pay the full cost of the Employee's Union adopted insurance program approved by the Employer for a Five Thousand and no/100-dollar ($5,000.00) life insurance policy, health and accident coverage.

ARTICLE 18
STRIKES

SECTION 1 Strikes and Work Stoppages
During the life of this Agreement, neither the Union, its members, or the Employees covered by this Agreement shall call, sanction, assist or engage in any strike, slowdown or stoppage of the Employer's work, operations or service, or in any manner sanction, assist or engage in any restriction or limitation of the work, operations or services of the Employer, but will require its members to perform the services for the Employer when required by the Employer to do so.

SECTION 2 Lockouts
During the life of this Agreement the Employer shall not cause or permit any lock-out of its Employees.

ARTICLE 19
MISCELLANEOUS PROVISIONS

SECTION 1 Bulletin Boards
The Union will be allowed reasonable space to post notices and information related to Union business. The space shall be at a mutually agreed upon location.

SECTION 2 Job Injury or Work-Related Illness
All injuries sustained on the job or work-related illnesses, no matter how slight, should be immediately reported in writing within twenty-four (24) hours of the incident or as soon as practicable to the Employee's supervisor.

SECTION 3 Pensions
Employees meeting the eligibility requirements of Article IX of the "Illinois Pension Code", approved March 18, 1963, as amended, shall participate in the Illinois Municipal Retirement Fund.

SECTION 4 Conflict with Laws

To the extent that any of the provisions of this Agreement may be or become in conflict with any Federal or State laws they shall be subordinate thereto; provided, however, that the parties agree to meet and negotiate substitute provisions for such provisions as may be found to be in conflict with such Federal or State laws or rulings. The remaining provisions of this Agreement shall remain in full force and effect.

SECTION 5 Affirmative Action
The Union and Employer recognize the Employer's obligation to comply with Federal and State Equal Employment and Affirmative Action laws.

SECTION 6 Right to Seek Other Employment
Openings with the Employer's main line service will be posted on the Union's bulletin board. Any Employee who applies for such a position shall receive an interview and have the right to take any necessary tests. Any Employee that the Employer determines, in Employer's absolute discretion, is equally or better qualified than outside applicants for a vacant position will be hired for those vacant positions. The Union and all Employees agree that the Employer's discretionary decision may not be grieved or arbitrated. No seniority of any Employee will carry over to employment with Employer's main line service.

SECTION 7 Rule Book
From time to time the Employer may adopt or modify a rule or rules which will be posted on a bulletin board in the driver's room. A copy of that posting shall be provided to each Employee who shall be required to sign indicating they have received a copy of the posting. Periodically the Employer may publish an updated or new rule book which shall be provided to all Employees who shall be required to sign, indicating they have received a copy of the rule book. The Employer shall provide the Union with a copy of all postings of rules or rule books provided to Employees.

SECTION 8 Health and Safety Committee
The Employer shall take reasonable precautions to insure the personal safety of all employees when they are working or when they are on Employer premises while going to or coming from their assigned work locations. SEIU Representatives shall be involved in the implementation of the Employer’s Public Transportation Safety Plan (PTASP) and invited to attend safety committee meetings as required of the Employer by the Federal Transit Administration.

ARTICLE 20
ENTIRE AGREEMENT/SAVINGS CLAUSE

SECTION 1 Entire Agreement/Waiver
This Agreement constitutes the entire Agreement between the parties and no oral statement shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto, The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to: 1) any subject or matter specifically referred to, or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement; and 2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

SECTION 2 Severability and Right to Re-open

In the event any of the provisions of this Agreement are or shall become invalid, illegal, or unenforceable by reason of any Federal or State Law, Local Ordinance, Decision of any Court, or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall not affect the remainder of the provisions of this Agreement. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

The Union may give notice of intent to modify the Agreement by certified mail no less than sixty (60) days prior to the expiration of the Agreement, in the event that such notice is given, negotiations shall begin as soon as possible thereafter. In the event no notice is given the Agreement shall automatically renew for a period of one year. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of June, 2025.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, Union

By _____
SEIU Representative

By _____
SEIU Representative

By _____
SEIU Representative

SPRINGFIELD MASS TRANSIT DISTRICT, Employer

By _____
SMTD Board Chairman

By _____
SMTD Board Secretary

By _____
SMTD Managing Director