

Collective Bargaining Agreement

Between

St. Clair Township
Clerical and Sewer Departments

and

International Union of Operating Engineers
Local Union No. 148

Effective from

May 1, 2020

to

April 30, 2023

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PREAMBLE

This Agreement entered into by the St. Clair Township hereinafter referred to as the "Employer", and Local Union No. 148 of the International Union of Operating Engineers, hereinafter referred to as the "Union," supersedes and cancels any and all previous agreements, whether written or oral, between the Employer and the Union or any individual, and concludes all collective bargaining between the parties for its term, unless otherwise provided in this Agreement or under law.

The parties agree they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, handicap, or any other situation which may be covered by Federal or State of Illinois legislation. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union's members are assigned to work.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the Clerical Department and Sewer Department; and to provide for prompt and fair settlement of grievances without any work stoppages or any other activities which interfere with the operation of the Clerical Department and Sewer Department. It is the Employer's and the Union's desire to provide the people of St. Clair Township, with the highest-quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1 RECOGNITION OF THE UNION

Section 1.01 - Employees Covered. The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to the full-time positions of Foreman and Crew Member in the Sewer Department and all full-time employees in the Clerical Department (as certified by the Illinois State Labor Relations Board on May 8, 2009, in case number S-VR-09-008).

ARTICLE 2 SEPARABILITY AND SAVINGS CLAUSE

Section 2.01. If any Article or section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it

has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2.02. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. If the parties are unable to reach agreement, the matter will be referred to the grievance procedure. The Arbitrator's authority shall be limited to choosing one of the parties' final positions.

ARTICLE 3 **MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

Section 3.01 - Management's Rights. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct employees of the St. Clair Township including any of its Departments, in all aspects, including, but not limited to all rights and authority granted by law or exercised by the Employer, except as expressly modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer, including the St. Clair Township are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the rights to:

- a. determine its mission, policies and to set forth all standards of service offered to the public;
- b. plan, direct, control, assign and determine the operations or services to be conducted by its employees;
- c. determine the methods, means and personnel needed to carry out its mission;
- d. direct the entire work force, including the establishment of work standards;
- e. select and hire employees, schedule, assign and evaluate work;
- f. suspend, discipline or discharge employees for just cause and with due regard for the principle of progressive discipline when appropriate;
- g. lay off employees;
- h. make, publish and enforce rules and regulations;
- i. introduce new or improved methods, equipment or facilities;
- j. contract out for goods and services to the extent permitted by this Agreement.

The Employer has the sole authority to determine the purpose and mission of the St. Clair Township Clerical Department and Sewer Department and the amount of budgets to be adopted thereto.

The Employer agrees that the management's rights enumerated above shall not be exercised for the purpose of evading or undermining this Agreement.

Section 3.02 - Subcontracting. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs. The Employer agrees that employees will not be laid off due solely to the Employer's subcontracting for services.

When practical, prior to subcontracting, representatives of the Township will meet with representatives of the Union to advise them as to the extent and nature of the Employer's subcontracting.

Section 3.03 - Civil-Emergency Conditions. If it is determined by the Employer that extreme civil- emergency conditions exist, including, but not limited to, civil disorders, tornado conditions, floods, or other similar catastrophe, the provisions of this Agreement covering working hours, overtime canvassing, job assignments and vacations may be suspended by the Employer for such time as is reasonably necessary for the Employer to respond to the extreme civil emergency, provided that the Employer complies with applicable state and federal laws. With respect to the processing of grievances under this Agreement, all time limits for filing and responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall mutually agree on the resumption of said time limits.

Section 3.04 - Supervisors. The Sewer Department Foreman may perform work presently or previously performed by employees if foremen have historically performed such work.

In cases of emergency, employees from the Sewer Department will provide assistance to the Road District. This practice will continue in effect for such emergency situations. The practice will never be used to eliminate positions from any Department.

In no case shall the Township Supervisor or elected members of the Board of Trustees engage in work that is performed by employees of the bargaining unit.

Section 3.05 - Volunteers. In the event of lay offs of Bargaining Unit employees, the Township will not permit the use of volunteers to undermine Bargaining Unit jobs.

Section 3.06 - Discipline. Counseling and written warnings one (1) year old or older shall not be the basis for further discipline.

ARTICLE 4 **UNION SECURITY**

Section 4.01 - Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the International Union of Operating Engineers, Local Union No. 148, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date of such increase(s).

Every employee subject to this Agreement may choose to become a member of the Union and may choose to maintain such membership in good standing during the life of this Agreement.

Section 4.02 - Dues. With respect to any employee on whose behalf the Payroll Clerk receives written authorization on a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Payroll Clerk by the Union. Union dues will be deducted from the pay of an employee only upon signed, written authorization by the employee and shall be subject to revocation by him/her at anytime by means of a separate signed, written order by the employee. Revocation of dues deduction by the employee shall be effective ten (10) business days after said signed authorization is given to the Payroll Clerk by said employee and shall not apply to dues deducted prior to the effective date of revocation.

Should any employee revoke his/her authorization, he/she shall be eligible to request dues deduction by the Employer by submitting a newly completed, signed, written authorization, provided said reauthorization shall be submitted to the Payroll Clerk.

Section 4.03 - Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits, legal costs or other forms of liability (monetary or otherwise) that may arise out of; or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 4.04 - Cost of Administration. The Employer reserves the right to negotiate with the Union over any costs incurred by the Employer in complying with this Article.

ARTICLE 5 **UNION ACTIVITIES**

Section 5.01 - Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 5.02 - Visits by Union Representatives. Accredited representatives of the Union may visit work sites during work hours by advance arrangement with the appropriate department head in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 5.03 - Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allow, a unit representative will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

- a. investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Article of this Agreement.

- b. transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

"Unit representative" shall be defined as an employee elected or appointed by the Union. The Union shall elect and/or appoint one (1) employee as unit representatives, and one (1) employee as alternate unit representatives. The Union shall notify the Employer, in writing, as soon as such employees are elected or appointed. Said written notice shall be sent to the Township Supervisor.

No employee, unit representative nor alternate unit representative shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized by this Article shall not interfere with the efficient operations of the Employer.

Section 5.04 - Union Leaves. An employee may periodically be given leave of absence of one week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leaves shall be made at least ten business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Clerical Department and Sewer Department.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 6 **NO STRIKES/NO LOCKOUTS**

Section 6.01 - No Strike. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, unauthorized absence, action, strike, picket, nor any other interference with the operations, statutory functions or obligations of the Employer.

Section 6.02 - No Lockouts. During the term of this Agreement, in consideration for the promise by the Union and the employees it represents to refrain from the conduct prohibited by Section 6.01, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 6.03 - Resumption of Operations. The Union agrees to notify all bargaining-unit employees and officers of the Union of their obligation and responsibility for maintaining compliance with this Article. The Union further agrees, in the event of action prohibited by Section 6.01, that it shall immediately act and request employees to return to work, and it shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying

with the requirements of this Section.

Section 6.04 - Penalty. The Employer may discharge or discipline any employee who fails to carry out his/her responsibilities under this Article, subject to challenge by the Union under the Grievance Procedure of this Agreement. The failure to confer a penalty in any instance by the Employer is not a waiver of such right in any other instance nor is it a precedent. The failure of the Union to grieve any action taken by the Employer shall likewise not constitute a waiver nor set a precedent in any other instance.

Section 6.05 - Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 7.01 - Definition. A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement and the Employer with respect to the meaning or application of a provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of a provision of this Agreement. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

A grievance shall be resolved in the following manner:

Section 7.02 - Grievance Procedure Steps

Step 1 - Verbal Step: The affected employee, and/or the unit representative, shall orally discuss the grievance with the Township Supervisor with the objective of settling the matter informally. It is expressly understood that if a discussion with the Supervisor is intended to be the initiation of this grievance procedure, the employee, or the unit representative on behalf of the employee, and the Supervisor will sign and date a Step-1 grievance form.

All grievances must be presented not later than five (5) business days of the occurrence of an incident giving rise to the grievance, or within five (5) business days of the first date the employee reasonably should have had knowledge of the first occurrence. The supervisor shall render an oral response to the employee within five (5) business days of the date the supervisor signs the Step-I form.

Step 2 - Township Board of Trustees: If the grievance is not resolved at Step I and the employee wishes to pursue the grievance, either he/she or the Union may, within ten (10) business days of the date of the Step-1 answer, or within ten (10) business days of the date of the Step-1 answer was due, submit a written request to meet with the Board of Trustees.

The Board of Trustees shall schedule a closed meeting on the grievance to take place at a time mutually agreeable to the Employer and the Union. Each party shall be entitled to present any and all relevant documents and present and question any persons familiar with

the facts of the grievance. The hearing shall be closed to the public. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the Board's hearing. The Board, or its designee, shall mail its response to the Union's business office within ten (10) days following the hearing.

Step 3 - Mediation: If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the Board's Step-2 response, or within fifteen (15) business days after the Board's Step-2 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. If the parties fail to reach a voluntary settlement, the mediator shall issue an advisory opinion.

Step 4 - Arbitration: If the grievance is not satisfactorily resolved at Step 3 in accordance with the grievance-mediation procedure, the Union may request in writing, within fifteen (15) business days after the mediator has issued an advisory opinion, that the grievance be submitted to binding arbitration. In the event the Union requests arbitration in writing, the parties shall jointly submit a written request to the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall reach agreement upon an arbitrator within ten (10) business days after receipt of the list from FMCS. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the Union striking the first name, the Employer striking the second name, and so on; until one name remains. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date upon which the parties can mutually agree. Once a mutually agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the court reporter, a transcript for the arbitrator, and the hearing room, if any. The arbitration hearing will be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 7.03 - Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement and the practice thereunder as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms and practices of this Agreement to the facts of the grievance presented. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

Section 7.04 - Time Limits. Time limits set forth in this Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance on a non-precedent-setting basis. Failure on the part of the Employer to meet any time requirement shall allow the grievant to automatically use the next step of the procedure. The parties may agree to waive any step of the grievance procedure by mutual agreement.

In computing time limits under this Article, the first business day of any time limit shall be the first business day occurring after the occurrence or event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer; the last business day of that time limit shall be deemed to end at 4:00 PM on that business day.

Section 7.05 - Employee Time Off. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours for processing a grievance provided such time off does not interfere with the operations of the Employer.

Under no circumstances shall the processing of grievances result in overtime compensation to any employee. The employee must obtain prior approval from the appropriate supervisor for any grievance-related time off. Approval will not be unreasonably denied.

Section 7.06 - Business Day Defined. For the purpose of this Agreement, "business day" shall be defined as a day on which St. Clair Township is open for regular business to the public, Monday through Friday, excluding holidays as defined in Article 13, Holiday, of this Agreement.

ARTICLE 8 **SENIORITY**

Section 8.01 - Seniority Defined. For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire. The application of seniority shall be limited to the express provisions of this Agreement.

Section 8.02 - Tied Seniority. Should any employee be tied with another in Local Union Seniority, the employee with the greater Township Seniority shall be deemed the more senior.

employee for the purposes of this Agreement.

Section 8.03 - Probationary Period. "Probationary employee" is defined as an employee who has been employed by the Employer for six (6) calendar months of full-time non-temporary, continuous service or less since his/her last date of hire.

During the probationary period, a probationary employee may be discharged, disciplined, laid off, or otherwise dismissed at the sole discretion of the Employer, with respect to which the employee shall have no recourse to review.

There shall be no seniority among probationary employees other than as expressly provided in this Section. After successful completion of the probationary period, an employee shall be granted seniority and added to the seniority list as of his/her date of hire. However, a probationary employee's length of service will be a consideration for the purposes of overtime assignments and promotions to bargaining-unit positions during the final three (3) months of the probationary period.

An employee's probationary period may be extended by mutual agreement between the Employer and the Union.

Section 8.04 - Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, and does not give a satisfactory reason for failing to report;
- d. If an employee who has been laid off for six (6) months or more or fails to return to work on the prescribed date after being properly notified to report to work, and does not give a satisfactory reason for failing to report;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, and does not give a satisfactory reason for failure to report;

Section 8.05 - Layoffs. The Employer at its sole discretion shall determine whether layoffs are necessary. In the event of layoffs, employees shall be laid off as set forth in Section 8.01, above.

Section 8.06 - Layoff Status and Recall. Employees who are laid off shall be considered on layoff status for a period of six (6) continuous months from the date on which they were laid off. During this period of layoff status, if there is a recall, employees who are still on layoff status shall be recalled, in the inverse order of their layoff. No new employee shall be hired to the position from which employees were laid off until employees who are on layoff status have been recalled to the position from which they were laid off. Moreover, employees who are laid off will be recalled to another bargaining unit position, if capable of performing the work without substantial additional training, prior to hiring someone new from outside the bargaining unit. Employees on

layoff status shall not be entitled to any accrual of seniority of any kind nor any form of compensation by the Employer during layoff status.

Section 8.07 - Layoff Notice. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall except employees who are able to return immediately may do so. Said notice shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Township Supervisor of his/her intention to return within three (3) business days after receiving notice of recall but can return to work upon receiving notice assuming work is available. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the Township Supervisor with his/her current mailing address. Full-time employees in the bargaining unit will not be replaced by part time employees.

Section 8.08 - Job Bidding. Employees shall be permitted to bid on job classifications which the Employer intends to fill within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job openings which the Employer intends to fill will be posted for seven (7) business days or until the position is filled.
- b. An employee from the Sewer Department and/or Clerical Department who has applied for the job opening in writing to the Township Supervisor within the time of posting will be considered as set forth in Section 8.01, above.

Section 8.09 - Seniority List. Seniority of employees covered by this Agreement shall be in accordance with Appendix A of this Agreement. Said Appendix A shall fully resolve any and all questions of seniority affecting employees covered under this Agreement.

The Employer shall maintain and keep current said seniority lists in Appendix A. Any and all revisions to said Appendix shall be sent to the bargaining-unit vice president.

Section 8.10 - Cross Training. All employees in the bargaining unit will be given the opportunity to be trained in all aspects of the Bargaining Unit work in their department.

ARTICLE 9 **HOURS OF WORK**

Section 9.01 - Work Periods. The work week shall be between 12:01 AM Monday and midnight the following Sunday. The regular workday will be 7:30 AM to 4:00 PM unless changed by the Employer with one (1) weeks' notice. Employees will be allowed two (2) fifteen (15) minutes breaks each day. The regular work week will be Monday through Friday.

Section 9.02 - Meal Periods. Employees shall be entitled to an unpaid one-half hour lunch period at or near the middle of each shift of six (6) hours or more.

ARTICLE 10
OVERTIME

Section 10.01 - Overtime Compensation. If an employee receives a call during their off hours about a work-related issue that does not result in a call-out, if the employee requests to be paid, the Employer will pay the employee for the actual time spent on the call or calls. The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. It shall be incumbent starting, with the junior qualified employee(s) to work such overtime assignments.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the base rate of compensation for overtime performed over forty (40) hours in a work week. Paid time will be considered as time worked for the purpose of overtime computation. Overtime will be compensated at double the base rate of pay for work performed on Sundays and Holidays. No fringe benefits, other than those mandated by state or federal law, shall accrue due to overtime hours worked.

Section 10.02 - No Pyramiding. Premium compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 10.03 - Call-Outs. One sewer employee will be assigned to be the primary employee on call for each seven (7) day period. For that period, the employee will have the option to either receive two (2) hours of pay or compensatory at their straight time hourly rate whether they are called out or not during that seven (7) day period.

If called in to work or if required to attend a mandatory meeting, employees shall receive no less than two (2) hours of work. Any employee working more than the initial two (2) hours will be paid for actual time worked.

Employees may accumulate a maximum of up to twenty-four (24) hours of compensatory time. Employees must have supervisory approval to use their compensatory time and it is agreed that all compensatory time will be paid at straight time and that if it is necessary for an employee to replace the employee who is on compensatory time, then all such time worked by that replacement employee will be paid at straight time.

Employees who are called out on a holiday designated in Section 13.01 (Designated Holidays) of this Agreement shall be compensated at the holiday rate.

There shall always be two (2) employees called out for a sewer repair. Call-outs will be assigned in accordance with the overtime canvassing procedure set forth in Section 10.06 of this Article.

Section 10.04 - Recording Overtime. Records of overtime of employees shall be prepared by the Township Supervisor and submitted for payment.

Section 10.05 - Rest Periods. Any employee who works sixteen (16) continuous hours, excluding nonpaid lunch periods, shall, upon release from work, be entitled to a six-hour (6-

hour) rest period before he/she returns to work. If this rest period extends into an employee's regularly scheduled working hours, the employee will be excused from duty during that part of his/her shift in which the six-hour rest period occurs.

Section 10.06 - Overtime Canvassing. When canvassing employees for overtime or call-outs, employees shall be canvassed in batting order rotation, beginning with the most senior employee on the overtime list. If sufficient employees do not accept the overtime, the Employer will assign the overtime to the qualified employee with least seniority. Subsequent canvasses shall begin with the employee next on the list following the employee who last worked the overtime.

ARTICLE 11 **LEAVE OF ABSENCES**

Section 11.01 - Unpaid Leave. An employee, upon written request and with the approval of the Employer, may be granted a leave without pay subject to prior approval by the St. Clair Township Board of Trustees. A written request must include a statement of the employee's intended use of the leave and the date he/she shall return from leave. A leave as defined herein is a period of time up to but not exceeding six (6) calendar months duration. Unpaid leave may be granted or extended by the Board of Trustees at its sole discretion, and approval or denial shall not be subject to the grievance procedure.

With the exception of Jury or Bereavement Leaves, or Special Leave (as provided for in Section 11.04, Paragraph A, of this Article), no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence from work during which the regular rate of pay is not accruing, unless otherwise agreed. Further, no seniority shall accrue during a leave of absence of one (1) month or longer, unless otherwise agreed. Computation of benefits for accrued sick leave or vacation will not be granted during the time of leave, unless otherwise agreed.

Section 11.02 - Jury Leave. An employee called for jury duty shall be excused from work for days on which he/she is required to be available for such duty and shall be paid his/her regular pay for such days and the payment he/she receives for jury service shall be remitted to the Payroll Clerk. The employee shall be entitled to retain any expense allowance paid by the court for such time up to a maximum of five (5) days in each calendar year. An employee who is called for jury duty shall notify his/her supervisor on the next regularly scheduled working day after he/she receives the notice for duty.

Section 11.03 - Bereavement Leave. In the event of the death of an employee's spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, or the spouse's parent, brother or sister, the employee shall be granted up to three (3) consecutive work days off with pay up to and including the day after the funeral.

Section 11.04 - Special Leave.

- a. In the event of extreme and unusual conditions, the Employer may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time to which the employee

may be entitled have been exhausted. Should a holiday designated in Section 13.01, Article 13 (Holidays), occur during said leave, said leave will not be deemed extended by such holiday, nor shall the employee be eligible for any additional compensation whatsoever due to the holiday occurring during said leave.

Section 11.05 - Military Leave. An employee who is a member of a reserve unit of the Armed Forces of the United States, or of the Illinois National Guard, shall be granted military leave in accordance with applicable law.

Section 11.06 - Maternity Leave. Employees shall be granted maternity leave in accordance with applicable state and federal law.

ARTICLE 12 **SICK LEAVE**

Section 12.01 - Sick Leave Accumulation. Sick leave is defined as an allotment of paid sick leave to be used only in case of nonservice-connected sickness or disability, which renders an employee unable to perform the duties of his/her position. Accumulated sick leave is defined as unused sick leave that has accrued, up to a maximum of four hundred (400) hours of leave time at any one time.

Sick leave may be used for illness, disability or injury of the employee, appointments with doctors and/or other professional medical practitioners. The time may also be used in the event of illness, disability or injury to an employee's immediate family members. Full-time employees will accumulate eight (8) days of sick leave per calendar year, except for employees hired after ratification who will accumulate five (5) days of sick leave per calendar year. Employees are eligible to use annual sick leave only after it has been credited to their records. An employee shall start to accumulate sick leave completing their probationary period. Employees shall accumulate sick leave while working or while off work due to the following reasons: A) a holiday as provided for under this Agreement; B) approved sick leave; C) vacation; D) workers' compensation; and E) authorized leave of absence with pay.

Section 12.02 - Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any nonservice-connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick/personal leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations due to exposure to a contagious disease as determined by a licensed medical physician's order.

Section 12.03 - Sick Leave Pay. The rate of sick leave pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the sick leave is being taken.

Section 12.04 - Sick Leave Notification. It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor. Employees who are requesting paid sick leave shall notify or cause notification to be made to the Township Supervisor before the beginning of their work

In the event no sick leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification to be made.

Sick leave notification must be made for sick leave is being requested, unless this requirement is expressly waived by the Employer.

Section 12.05 - Certification of Sick Leave. In order to be eligible for sick leave, an employee, upon returning to work, must present to the Township Supervisor a statement from a reputable physician stating that the absence from work was required due to a nonservice connected sickness or disability as set forth in Section 12.02 (Eligibility Requirements). Such statement will apply to employees absent from work for three (3) or more consecutive work days. The physician's statement presented to the Township Supervisor shall state the following: A) that the employee's absence was necessary; and B) that the employee is now fit to return to work.

Section 12.06 - Minimum Increments. Sick leave shall not be taken nor charged in increments of less than one (1) hour. The employee will be charged for the actual leave which is more than an hour but less than a day.

Section 12.07 - Sick Leave Bank. Employees of the Clerical and Sewer Departments who have exhausted all of their paid leave will participate with employees in a sick leave bank to give and receive sick leave hours, when necessary, from other employees.

Section 12.08 - Light Duty. Light duty may be available. It may or may not include duties that are normally worked by the employee.

ARTICLE 13 **HOLIDAYS**

Section 13.01 - Designated Holidays. Employees covered by this Agreement will receive time off with pay for the following holidays:

New Year's Day	Martin Luther King, Jr. Birthday
Presidents' Day	Good Friday
Decoration (Memorial) Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve	Christmas Day

The above-mentioned holidays shall normally be observed on those dates designated by either the State of Illinois or the St. Louis Federal Reserve Bank. If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. In order to receive holiday pay, an employee must work their scheduled day before and after the holiday.

Section 13.02 - Pay for Unworked Holidays. Eligible employees who are not assigned to work

on a holiday as designated in this Article shall receive holiday pay computed at their straight-time base rate of compensation for the number of hours for which they are normally and regularly scheduled to work, up to a maximum of eight (8) hours.

Section 13.03 - Pay for Worked Holidays. Eligible employees who work on a holiday designated under Section 13.01 of this Agreement shall be paid for those hours and receive holiday pay.

ARTICLE 14 **VACATION**

Section 14.01 - Eligibility. Non-probationary employees covered by this Agreement shall earn paid vacation leave based upon straight-time hours worked. Employees shall be eligible to take vacation leave after six (6) months of continuous employment with the Employer. Upon successfully completing the probationary period, an employee will be credited with vacation from his/her last date of hire. No employee on a leave of absence shall earn vacation leave, unless otherwise provided for in this Agreement.

Section 14.02 - Accumulation Ratio. Except for employees hired after ratification, eligible employees will accumulate vacation leave time in accordance with the following schedule:

- a. from successful completion of probationary period until completion of twelve (12) months of continuous service: employees shall receive forty (40) hours per year.
- b. from completion of three (3) years of continuous service: employees shall receive eighty (80) hours per year.
- c. from completion of eight (8) years of continuous service: employees shall receive one hundred twenty (120) hours per year.
- d. from completion of fifteen (15) years of continuous service: employees shall receive one hundred sixty (160) hours per year.
- e. Employees hired after ratification will be capped at three (3) weeks of vacation during the term of their employment.

Section 14.03 - Request for Vacation. In order to assure the efficient, orderly performance and continuity of work by employees of the Township, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible. In order to better assure that their vacations may be scheduled when they want to take leave, employees should, as set forth in Section 14.04 of this Article, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the Township Supervisor, in accordance with Section 14.04 of this Article.

Section 14.04 - Scheduling Vacations. The Township Supervisor shall notify the Clerical

Department and Sewer Department employees on or about September 15th, of each year that in order to qualify for vacation time of their choice, they must submit in writing their choice for vacation allowance with two (2) alternate periods on or before December 15th.

Vacation periods will be granted on the basis of seniority and needs of the Township. Anyone failing to file a request for a vacation period loses the right to exercise his/her seniority after December 15th of each year. The Township may block out periods of time when no vacation can be taken.

Section 14.05 - Holidays during Vacation. If a holiday designated in Article 12 of this Agreement occurs during an employee's approved vacation, the holiday shall be considered as a paid holiday and shall not be deducted from the employee's accrued vacation leave.

Section 14.06 - Usage. Employees may carry one (1) week of unused vacation from one calendar year to the next. Carry over vacation must be used by April 1. Vacation leave shall normally be scheduled in increments of one (1) calendar week. However, each employee may take vacation leave in four (4) hour increments if approved by Supervisor.

Section 14.07 - Vacation Pay. The rate of vacation pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the vacation is being taken.

ARTICLE 15 **TRAINING**

Section 15.01 - Training. The Employer encourages participation in approved job-related classes designed to help employees increase knowledge in their chosen field. With Employer prior-approval, the Employer shall reimburse an employee for the costs involved with these educational activities.

ARTICLE 16 **GENERAL PROVISIONS**

Section 16.01 - Termination of Employment. Employees who leave the service of the Employer for any reason shall receive all pay outlined in this Section which may be due them with the following qualifications:

- a. **Unused Leave:** Employees who have accrued unused vacation will receive cash in lieu of leave as part of their final pay, based upon their base rate of compensation in effect at the time of termination.
- b. **Fringe Benefits:** Sick/Personal leave, vacation, insurance, retirement, and any and all other benefits shall cease to accrue at the end of the business day on the date of an employee's termination. An employee shall be paid for all unused vacation accrued by him/her with their final paycheck.
- c. **Reimbursement of Amounts Owed:** An employee who owes any money to the Employer, at the time of said employee's separation, shall have his/her final pay

applied against the account of whatever amount may be needed to satisfy said amount owed, and shall be given a receipt for the money credited. Partial settlement of an account by application of final pay shall not release the employee from any balance remaining due.

- d. Employer Property: All Employer-owned equipment or property in the possession of any employee must be accounted for and returned undamaged, except for ordinary wear experienced, or Subsection C of this Section shall apply.
- e. In Case of Death: Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) provide sufficient documentation to the Employer of their status as the employee's legal heir(s).

Section 16.02 - Safety. The Employer and the Union will cooperate in their continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide a safe workplace for employees and to issue instructions covering safe working practices and to make available necessary equipment to protect employees against known hazards. It is the obligation of employees to follow instructions covering safe work practices and to use protective equipment furnished by the Employer. Employee safety concerns will be referred to the Safety Committee who will meet and discuss the issues raised. The Safety Committee will then address their concerns to the Township's Board of Trustees.

Section 16.03 - Work Clothing. The Employer shall provide employees in the Sewer Department with work clothing. It shall also be the responsibility of the Employer to launder said clothing. It shall be the responsibility of said employees to demonstrate reasonable care for said work clothing. The employees shall be obligated to wear the uniforms, wet gear and rubber boots, and rubber gloves that are provided.

The Employer reserves the right to determine the manner in which this work clothing is provided, to select a rental service or vendor, and to select the style and color of the work clothing.

All employees who are provided with work clothing are required to wear said clothing and report to work with them being clean and neat in appearance.

All clothing provided by the Employer will remain the property of the Employer. Upon separation of employment, all clothing must be returned by the employee. Should the employee fail to return or reimburse the Employer for any clothing as provided under this Article, the amount owed shall be deducted from the employee's final paycheck.

Section 16.04 - Equipment/Vehicles. Employer-owned vehicles are intended for use in the conduct of Employer business.

Section 16.05 - Licenses. The fee for renewal of employees' licenses, CDL, and/or other certificates shall be paid by the Township.

Section 16.06 - Expense Reimbursement. Employees who incur authorized business expenses as assigned by the Employer shall be reimbursed in accordance with the following:

Mileage Reimbursement for Personal Vehicles: Employees will be reimbursed for mileage in accordance with IRS regulations as set forth in the Township's Personnel Code,

Meals: Employees shall be reimbursed for their costs of properly approved meals in the following maximum amounts:

Breakfast	\$10.00 per meal
Lunch	\$10.00 per meal
Dinner	\$30.00 per meal
Gratuity	15% of meal cost

In the event meeting, seminar, training or conference fees include meal provisions which are paid by the Employer, the above-mentioned maximum amounts shall not be paid by the Employer.

Employees are required to submit written receipts for any and all expenses and get proper approval in order for reimbursements to be made by the Employer.

Section 16.07 - Safety Glasses. The Employer shall provide each employee in the Sewer Department whose position requires prescription safety eyewear with one pair of such glasses purchased by the Township at the Township's vendor of choice once every two (2) years.

Section 16.08 - Personal Protective Equipment. The Employer shall provide and maintain all necessary personal protective equipment for employees.

Section 16.09 - Bulletin Boards. The Employer shall provide space on bulletin boards for posting Union notices.

Section 16.10 - General Facilities. The Employer will provide adequate facilities for breaks, storage of equipment and clean up.

Section 16.11 - Residency. Employees shall not be required to live within the boundaries of St. Clair Township.

Section 16.12 - Communications Equipment. Any communication equipment expenses or cell phones, two-way radios and other such devices for sewer employees shall be paid for by the Township.

Section 16.13 - Time Clocks. The Employer maintains the right to utilize time clocks for time tracking purposes.

ARTICLE 17 **HEALTH AND WELFARE**

Section 17.01 – Health, Dental and Vision Insurance. It is specifically agreed that effective on the first day of the month after ratification, the Township will pay 80% of each Tier 1 employee's (those hired prior to May 1, 2017) applicable health, dental and vision insurance premium and 60% of the premium that covers their spouse or their child or their family.

The Township will pay 80% of each Tier 2 employee's (those hired after May 1, 2017) applicable health, dental and vision insurance premium. Tier 2 employees are eligible for employee coverage only.

Section 17.02 - Life Insurance. During the term of this Agreement, the Employee will pay the premium cost of life insurance for employees if they so choose to participate in the Employer's life- insurance program for employees.

Section 17.03 - General Insurance Provisions. The following general provisions shall apply to the insurance program contained in this Article:

- a. With respect to all insurance coverage provided to employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits;
- b. A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this Agreement;
- c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer nor to the Union; nor shall such failure be considered a breach by the Employer nor the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, Union, employee, dependents of employees or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits thereunder;
- d. It is specifically agreed that no matter the insurance coverage that the Employer selects at any time during the term of this Agreement, that in no case will the individual annual deductible be more than \$1,500, the annual family deductible be more than \$3,000, the individual annual maximum out-of-pocket be more than \$5,000 or the maximum annual family out-of-pocket be more than \$10,000.

Section 17.04 - Pension. Pension benefits and requirements for employees covered by this Agreement shall be provided for under the Illinois Municipal Retirement Plan.

Section 17.05 - Deferred Compensation. The deferred compensation 457(b) plan is optional to all employees.

ARTICLE 18
WAGES

Section 18.01 - Wage Increase.

All Employees

The hourly rates paid for current employees will be as follows:

Effective 5-1-2020 = \$28.18

Effective 1-1-2021 = \$28.74

Effective 1-1-2022 = \$29.46

The Sewer Department Foreman will continue to receive an additional \$1.10 per hour.

Sewer employees hired after May 1, 2017 shall receive \$20.00 per hour for the first year of continuous full-time employment. After that period, they will receive a wage increase of \$1.00 per hour each year on their anniversary date until the date that their hourly wages are the same as those of current employees. Clerical employees hired after May 1, 2017 shall receive \$15.00 per hour for the first year of continuous full-time employment. After that period, they will receive a wage increase of \$1.00 per hour each year on their anniversary date until the date that their hourly wages are the same as those of current employees.

Employees shall be paid bi-weekly.

ARTICLE 19
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply to terms used in it:

BARGAINING UNIT shall mean those employees holding the positions in the Township Departments in accordance with the Recognition Article of this Agreement.

BASE WAGE, RATE OF PAY shall mean the base, hourly, straight-time rate of compensation, excluding any fringe benefits or rates other than those required by law.

EMPLOYEE shall mean a bargaining-unit employee employed in one of the positions listed in the Recognition Article of this Agreement on a full-time basis.

FULL-TIME shall be defined as normally and regularly employed by the Township forty (40) hours weekly.

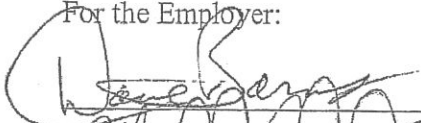
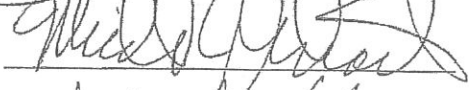
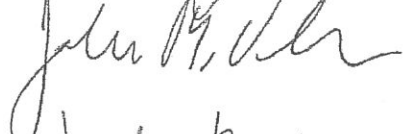
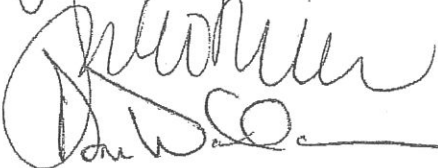
REGULAR, as used to describe a bargaining-unit employee or job position, shall be defined as non-probationary.

ARTICLE 20
TERM OF AGREEMENT


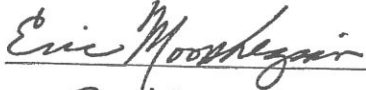
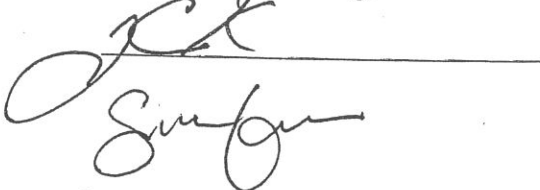
This Agreement shall be effective as of May 1, 2020 and shall remain in full force and effect until April 30, 2023, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations or mediation for a modification of this Agreement and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 10 day of July, 2020.

For the Employer:

For the Union:

APPENDIX A

Local Union Seniority
Clerical Department and Sewer Department

	Seniority Date	Local Union Seniority Date
Jeff Carmack	8-16-1999	5-12-2009
Mary Pearson	9-12-2005	5-12-2009
Susan Gruberman	9-25-2006	5-12-2009
Luke Potts	8-16-2007	5-12-2009
Angela Ramirez	9-12-2011	1-1-2012
Kyle Bickel	4-23-2018	9-10-2018