

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

for

WESTERN ILLINOIS UNIVERSITY

and

PIPE TRADE DISTRICT COUNCIL NO. 34

on behalf of Employees at Western Illinois University

2010 - 2013

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This Agreement has been made and entered into this 1st day of July 2010 by and between the Board of Trustees for Western Illinois University (hereinafter referred to as the "Employer") and the Pipe Trades District Council, #34, (hereinafter referred to as "Union").

ARTICLE I
RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining representative in matters pertaining to wages, hours, and terms and conditions of continuing employment for employees appointed to apprentice or status appointments within the classifications Plumber, Pipefitter, Pneumatic Instruments and Controls Mechanic, Plumber Sub-Foreman, and Pipefitter Sub-foreman as certified by the Illinois Educational Labor Relations Board (Case No. 89-RC0035-S, 99-RS-0006-S, and 2010-RS-0002-S). The Employer and the Union acknowledge their commitment to negotiate over those matters indicated above, in good faith, and consistent with the law (Public Act 83-1014) governing such matters.

Section 2.

When a council representative or any other Union official not an employee of the University wishes to visit the campus on union related business, it will be the responsibility of the official and/or the Local officer to notify and receive authorization from the Director of the Physical Plant or his/her designee prior to the intended meeting or visit. Authorization shall be contingent on operational needs and shall not be arbitrarily denied.

ARTICLE II

JURISDICTION DISPUTE

In the case of a jurisdictional dispute arising between representatives of this Union and those of other unions, it is understood by and between the Employer and Union as follows:

A. That Union will notify representatives of Employer of the jurisdictional dispute immediately upon its coming to its attention.

B. That Employer will notify Union representatives of the jurisdictional dispute immediately upon its coming to its attention.

C. That representatives of the Employer and the Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.

D. If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing and be binding on all parties.

E. If no satisfactory agreement is reached at the meeting, then the Employer will determine and make work assignments in accordance with University Civil Service System job specifications; provided, however, that the Employer will seek input from and consult with Union representatives if said work assignment constitutes a change in previously established work assignments for members of the Union.

F. That if the Union is dissatisfied with the work assignments made by the Employer and believes said assignments violate the Union's jurisdictional rights, then the Union is free to adjudicate the jurisdictional issue with other unions involved and submit the resolution to the employer. Upon receipt of any such resolution, the Employer will review the work assignment in question and give consideration to the resolution as an advisory recommendation. The Employer will notify the State University Civil Service System office of the resolution provided by the Union.

G. In the event the Union fails to notify the Employer within thirty (30) days of becoming aware of a jurisdictional dispute or the Employer notifies the Union that a question of jurisdiction has developed and the Union does not make an effort to defend its jurisdiction, the Employer may continue or make work assignments as deemed appropriate.

ARTICLE III

DUES DEDUCTION

Section 1.

The Employer agrees to deduct Union dues and assessments upon receipt of an appropriate written authorization from any employee.

Section 2.

Pursuant to Section (11) of Public Act 83-1014 effective January 1, 1984, the parties agree that effective with the beginning date of the current collective bargaining agreement, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check.

Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the agreement. However, if the Union has requested an election and failed

to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the agreement.

If during the duration of the agreement the exclusive representative, can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement.

Section 3.

In accordance with the provision for deduction as described in this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employers and shall cause the amounts so withheld to be remitted to Pipe Trade District Council #34 by the State Comptroller or other authorized wage paying authority on a bi-weekly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance or any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

ARTICLE IV

NON-DISCRIMINATION

In accordance with applicable laws, the Employer and the Union pledge and commit to not discriminate against any employee covered by the terms of this agreement on account of sex, race, color, sexual orientation, gender identity, gender expression, religion, age, marital status, national origin, disability, veteran status, political affiliation, or union affiliation. In addition the parties agree to support the design and implementation of programs to provide equal opportunity and affirmative action in the employment setting.

ARTICLE V

MANAGEMENT RIGHTS

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by law, whether exercised or not, including but not limited to, the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management. The Employer recognizes the Union's interest in any changes which materially effect conditions of employment of those it represents and the need to keep it informed prior to any such changes. The Employer will negotiate regarding changes of conditions of employment except those controlled either by law or, the rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies and Regulations of the Board of Trustees, as from time to time amended, all of which are made part of this Agreement.

ARTICLE VI

LIMITATION OF AGREEMENT AND WAIVERS

Section 1.

This agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois; and the Rules and Regulations of the State Universities Retirement System; as they exist and/or as they are from time to time amended.

Section 2.

Should any provision of this agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, that provision or application of a provision of this agreement shall be null and void.

Section 3.

Except as may be specifically indicated elsewhere in this agreement, all provisions and terms of this agreement shall not take effect or in any other way become binding on the parties until such time as the agreement receives ratification by each of the parties hereto. Any condition, incident or act associated with the Union or its members or the Employer and any of its representatives, that would otherwise qualify as a grievance as defined elsewhere in this agreement shall not be subject to or be processed under any of the terms and conditions of this agreement.

ARTICLE VII
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

A grievance is defined as a claim of a violation of a specific provision of this agreement. Any grievance filed shall be on a form prescribed by the Employer and refer to the specific provision alleged to have been violated. It shall set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be denied by the Employer as not constituting a grievance.

Grievants shall be permitted to attend their grievance hearings without loss of pay should the meeting be scheduled during working hours.

Demotions, discharges, suspensions of thirty (30) days or more, reallocations, and reclassifications are not subject to this Grievance Procedure, but shall be subject to the appeal or review processes as put forth by the State Universities Civil Service Rules.

Section 2.

Step 1.

Whenever an employee(s) has a grievance, he/she shall have five (5) working days from the date upon which the incident occurs giving rise to the grievance, to take up the grievance with his/her immediate Supervisor.

The Supervisor shall then make every effort to adjust the matter and shall respond to the grievant within ten (10) working days following presentation of the grievance.

Step 2.

If a grievance is not resolved at Step 1, it shall be reduced to written form by the grievant and/or Union representative, and shall be presented to the Director of the Physical Plant within five (5) working days after the step 1 response. The Director of the Physical Plant or his/her designee shall respond in writing within ten (10) working days to the grievant and/or Union.

Step 3.

If a grievance is not resolved at Step 2, the same written grievance shall be presented, by the Union, to the Director of Human Resources within five (5) working days after the Step 2 response. The Director of Human Resources or his/her designee shall conduct a meeting on the grievance within ten (10) working days. The Director of Human Resources or his/her designee shall respond in writing within ten (10) working days after the meeting to the grievant and/or Union.

Section 3.

A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Director of Human Resources in writing within ten (10) working days after the receipt of the decision. The Director of Human Resources or his/her designee and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated from payment of employee's travel expenses and/or time spent outside of the employee's normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that

the matter is arbitrable or is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provision of this agreement. The decision of the arbitrator shall be final and binding on the parties. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

Section 4.

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not filed or appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.

C. The parties agree that a union representative may be present at any step of the grievance procedure. A union representative may be permitted to investigate grievances and attend grievance meetings during working hours, without loss of pay. Absence during working hours shall be subject to the employer's operational requirements.

ARTICLE VIII
NO STRIKE-NO LOCKOUT

Section 1.

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages or slowdowns, or any other form of concerted job action during the term of this Agreement.

Section 2.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

ARTICLE IX

BENEFITS

Section 1.

The employees in the bargaining unit shall be entitled to these specific benefits as provided to civil service employees by Board of Trustees Regulations, as from time to time amended, including Section II.A.9 and C.7 as indicated: Limitations and Eligibility, Section II.C.7.a; Vacation Leave, Section II.C.b.; Sick Leave, Section II.C.d.; Bereavement Leave II.C.7.f.; Holiday II.C.7.c*; Educational Benefits, Section II.C.7.h.; Parental Leave, Section II.C.7.e.; Court Required Service, Section II.A.9.c.; Extended Sick Leave, Section II.A.9.f.; Military Leave, Section II.A.9.b.; Emergency Leave, Section II.A.9.e.; and Leave of Absence, Sections II.C.7.g., II.C.9.

*(Provide all the holidays referenced in the Board of Trustees Regulations for civil service employees to bargaining unit members with pay. It is understood that eligibility for holiday pay shall be subject to the same eligibility requirements as non-represented, non-prevailing rate civil service employees.) Section 2.

The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

ARTICLE X

HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1.

During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, 5 ILCS 375 et. seq. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

Section 2.

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with 40 ILCS 5/15, Pensions.

Section 3.

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with 820 ILCS 305, Workers' Compensation Act, and 820 ILCS 310, Workers' Occupational Diseases Act.

Section 4.

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this agreement in accordance with applicable Board of Trustees policies and guidelines.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1.

Bargaining unit employees shall normally be scheduled to work thirty-seven and one-half (37 1/2) hours per week.

Section 2.

The workweek will consist of five (5) consecutive days, Monday through Friday, of seven and one-half (7 1/2) consecutive hours with two (2) days off. An unpaid lunch period of thirty (30) minutes will occur during the work day. The employees shall receive one (1) fifteen (15) minute rest period during their shift, and a paid ten (10) minute clean-up/work completion period prior to the end of their shift. The employer shall meet with the Union, who will provide input, prior to changes in the current daily work schedule.

Section 3.

Overtime shall be paid at one and one-half (1 1/2) times the base hourly rate for actual hours worked beyond thirty-seven and one-half (37 1/2) hours in a workweek or seven and one-half (7 1/2) hours in a work day. All work performed on Sunday will be paid at two (2) times the hourly rate. However, there shall be no pyramiding of overtime. The Employer will attempt to distribute overtime in an equal and impartial manner to all qualified employees.

Section 4.

When a bargaining unit employee is called in to work on a day when work has been completed and the employee has left the University or on the employees regular days off the employee shall be compensated for a minimum of two (2) hours pay at the applicable rate. If the employee is required to work more than two (2) hours the employee shall be compensated for all hours worked at the applicable rate.

Section 5.

Positions having a daily work schedule consisting of a starting time after 2:59 p.m. and an ending time prior to 6:00 a.m. shall be posted for bid by bargaining unit members twice a year and when such a position is established. Bid sheets will normally be posted thirty (30) days prior to the effective dates of January 1 and July 1. The most senior employee(s) bidding the position(s) will be assigned. The university shall be free to assign any qualified employee to perform work on this schedule, when the incumbent is off work for extended periods due to vacation usage or illness. Should employee(s) not bid the shift, the least senior employee(s) will be assigned to the shift.

However, should the university determine that an employee so assigned is either not capable of nor willing to perform the duties of that position, the university may remove the employee and assign the next most senior employee from the most recent bid meeting. Should employee(s) not bid the shift, the least senior employee(s) will be assigned to the shift. The university, prior to such action will meet with the union and indicate its reason for the reassignment.

ARTICLE XII

CONTRACTING

The Union shall receive prior notification of work contracted out when that contracting would result in bargaining unit employees being subject to lay off. Upon request, the Employer will meet with the Union to clarify the reasons for its decision.

ARTICLE XIII

LABOR MANAGEMENT CONFERENCES

Section 1. Purpose

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer Representatives. Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a "labormanagement conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall include but not be limited to:

- a) Discussing the implementation and general administration of this Agreement.
- b) Sharing general information of interest to the parties.

Section 2. Employee Attendance

The Employer will allow two (2) employees in the bargaining unit to attend such conferences. Attendance by the employees at the conferences during working hours shall be without loss of pay. However, the employees must give reasonable notice to the supervisor of the intended absence, and the supervisor may grant such time consistent with the operating needs of the University.

ARTICLE XIV
MISCELLANEOUS

Section 1.

The University shall provide employees regular and power tools necessary to complete their assigned duties consistent with its current practice.

Section 2.

In the event the Employer requires bargaining unit employees to wear uniforms, the Employer will notify the Union. Upon request by the Union, within ten (10) days of the notification, the parties will meet to discuss the impact of that decision.

Section 3.

The Employer shall provide a safety rule booklet, upon completion, to inform employees of the W.I.U.'s Safety Prevention Program. This program will endeavor to provide a safe work environment through safe work practices and procedures. The Employer shall provide Right-ToKnow information and related Hazard Communication Regulations.

Section 4.

When an employee is required by the University to participate in off campus training the University shall pay for the cost of the training program and related travel expenses in compliance with State of Illinois travel regulations. The parties agree that the University shall determine which employees shall be selected to receive any required training.

Section 5.

In the event a specialized license is required by the University for performance of duties the University shall reimburse the employee for that license. The parties agree that standard industry licensing requirements (i.e., journeyman license) shall be excluded from this section.

Section 6.

In the interest of promoting harmonious employee relations, the Employer agrees that once every three (3) months a meeting may be held on campus during working hours with the

respective Business Representatives. Bargaining unit employees will be allowed to attend this meeting without loss of pay for a period not to exceed one (1) hour. However, the employees must give reasonable notice to the appropriate supervisor of the intended time and duration of the meeting. Employee attendance shall be subject to the operational requirements of the University and may be denied on that basis.

Section 7.

Any action or responsibility assigned to an official or representative of the Board, president, University, or the Union may be performed by a designee of such official or representative.

Section 8.

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees established by the University. The University agrees that bargaining unit members will be subject to the same fees and regulations as other employees not covered by this agreement.

ARTICLE XV

WAGES

Section 1.

The negotiated hourly wage rate for classifications within the bargaining unit, pursuant to the requirements of Illinois Revised Statutes Chapter 24 1/2, Section 38b1 et seq. (State Universities Civil Service System Act), shall be the prevailing wage certified to the Employer by the Illinois Department of Labor for McDonough County, as stated in Section 2 below.

Section 2.

Following are the certified wage rates:
Plumber
Pipefitter
Pneumatic Instruments and Controls Mechanic
Plumber Sub-Foreman
Pipefitter Sub-Foreman

Apprentice (% of journeyman wages)

01-06 months 40%
07-12 months 45%
13-18 months 50%
19-24 months 55%
25-30 months 60%
31-36 months 65%
37-42 months 70%
43-48 months 80%
49-54 months 85%
55-60 months 90%

Section 3.

Employees who are assigned and do work a daily work schedule which commences after 2:59 p.m. and ends prior to 6:00 a.m. shall receive a \$1.00 per hour shift bonus for each hour actually worked on the schedule.

ARTICLE XVI

DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS

Section 1. Duration of Collective Agreement

This collective bargaining agreement shall become effective at the opening of business on the day following Board Of Trustees Approval, and remain in effect through June 30, 2013. It shall automatically be renewed thereafter from year to year unless either party notifies the other by registered or certified mail at least sixty (60) days prior to the expiration date that it desires to modify or terminate this agreement. Section 2. Changes or Amendments

Negotiations or proposed changes or amendments to this collective agreement, pursuant to the notice required by Section 1, immediately above, shall generally begin not later than sixty (60) days following notification of one party to the other that it seeks to change or amend this agreement, unless a different time period or date is mutually agreed.

Section 3. Status of Collective Agreement During Negotiations and Termination Thereof

The parties recognize joint responsibility to provide continuing service to the end that Employer operations are not interrupted. If, during the course of negotiations an impasse occurs, mutually agreeable efforts shall be made by the parties to resolve the impasse.

Negotiations shall continue with this collective agreement remaining in full force and effect until a new agreement is entered into or until this collective agreement is abrogated by one party giving the other ten (10) days written notice that it shall be terminated on or after the natural expiration date of this agreement.

ARTICLE XVII

ACCEPTANCE BY PARTIES

We hereby state the foregoing instrument consisting of pages numbered one (1) through twenty-four (24) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Alvin Goldfarb
President
Western Illinois University

Tim Strubhar
Union President
Pipe Trade District
Council No. 34

Pamela L. Bowman
Director
Human Resources

Robert M. Lawless
Union Secretary-Treasurer
Pipe Trade District
Council No. 34