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This Agreement has been made and entered into this 1st day of July 2010 by and between the



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,



## 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

## 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.

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

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 pro

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 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



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

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



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 i(Empl)2(e)u l c9Q EMC8effect 0/F1 1r-2(c)4(o)-9(g)100(c)o(.1(me,5

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.

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Alvin Goldfarb  
President  
Western Illinois University

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Tim Strubhar  
Union President  
Pipe Trade District  
Council No. 34

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Pamela L. Bowman  
Director  
Human Resources

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