

# **AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES,  
McHENRY COUNTY COLLEGE,  
COMMUNITY COLLEGE DISTRICT No. 528**

**AND**

**METROPOLITAN ALLIANCE OF POLICE  
McHENRY COUNTY COLLEGE CHAPTER #399**

**November 17, 2022 – June 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT is entered into by McHenry County College, Community College District No. 528 (the "College" or the "Employer") and Metropolitan Alliance of Police, McHenry County College Chapter #399 ("Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the terms of this Agreement for the officers; to prevent interruptions of work and interference with the operations of the College; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and equitable processing of grievances as provided herein.

In consideration of the mutual promises, covenants, and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I. RECOGNITION**

### **Section 1.1 Recognition**

The College recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn police officers under the rank of sergeant employed by the McHenry County College Police Department as certified by IELRB Proceeding No. 2022-RC-0002-C dated October 14, 2021.

### **Section 1.2 Probationary Period**

The probationary period shall be fifteen (15) months from date of hire in duration for non-certified officer and ninety (90) calendar days of active employment (active employment excludes breaks in service for military leave, sick, maternity, etc.) for certified officers from date of hire. During the probationary period, an officer is entitled to all rights, privileges, or benefits under this Agreement, except that the College may discipline up to and including discharge a probationary officer without cause. Such disciplinary action shall be final, and the officer shall have no recourse under the grievance procedure or otherwise to contest such discipline.

The Chief, in consultation with Human Resources, may extend an officer's probation up to an additional six (6) months. During the probation extension, the Chief will meet with the officer to discuss and document areas of deficiency which need to be addressed during the six (6) month extension.

## **ARTICLE II. MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, it is understood and agreed that the College possesses the sole right and authority to operate and direct the officers. These rights, include, but are not limited to:

- A. to plan, direct, control, and determine the operations, services, purpose, and mission of the College and its officers;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force and determine the officers' duties, responsibilities, and assignments;
- D. to establish qualifications for employment and to employ officers;
- E. to promote, assign, or transfer officers;
- F. to discipline, suspend, demote, or discharge officers;
- G. to establish shifts and hours of employment;
- H. to change, modify, or eliminate existing programs, services, methods, equipment, or facilities;
- I. to make alter, publish, and enforce rules, regulations, orders, policies, and procedures;
- J. to determine the methods, means, and number of personnel to carry out the College's mission;
- K. to lay off or relieve officers due to lack of work, funds, or other reasons;
- L. to establish work and productivity standards; and
- M. to contract out for goods and services.



### **ARTICLE III. UNION SECURITY AND RIGHTS**

#### **Section 2.1 Voluntary Dues Checkoff**

Within thirty (30) calendar days from receipt of proper written authorization from any officer, the College will deduct bi-weekly dues in an amount certified by the Treasurer of the Metropolitan Alliance of Police from the pay of officers covered by this agreement who authorize such deductions in writing. These deductions shall be submitted to the Metropolitan Alliance of Police bi-weekly within ten (10) calendar days after the deductions have been made.

If an officer has insufficient wages to cover the full amount of the dues deduction, the Union shall be responsible for collecting the remaining dues.

The Union may change the method or amount of such deductions upon written notice to the Office of Human Resources.

#### **Section 2.2 Union Indemnification**

The Union shall indemnify, defend and hold harmless McHenry County College, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of any action taken or not taken by McHenry County College for the purpose of complying with the dues checkoff provisions; taken in reliance on any written check-off authorization furnished under any of such provisions; and/or in the event of a legal challenge to the Dues Checkoff provided that such challenge is not initiated or prosecuted by McHenry County College.

### **ARTICLE IV. HOURS OF WORK AND OVERTIME**

#### **Section 4.1 Application of Article**

This Article is intended only as a basis for calculating overtime payments and setting schedules. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

#### **Section 4.2 Normal Workday, Workweek, Breaks, and Lunches**

The regular full-time officer workday shall be eight (8) hours, exclusive of a thirty (30) minute unpaid lunch break. The workweek shall be forty (40) hours for five (5) consecutive days, beginning on Sunday and ending on Saturday. Each officer shall have two (2) paid, uninterrupted fifteen (15) minute breaks per workday and one (1) unpaid, uninterrupted thirty (30) minute lunch break, which is not considered part of the regular workday. This lunch period shall be taken after not more than five (5) hours of work. The scheduling of both breaks and lunch periods are subject to supervisor approval.

In the event of an emergency which prohibits the officer from taking an unpaid, uninterrupted thirty (30) minute lunch break, then the officer shall be paid for their time worked during the lunch break. In such event, the officer must notify the supervisor as soon as practical.

#### **Section 4.3 Shift Bidding and Shift Vacancies**

Shift bidding for shift preferences will occur no later than May 15th of each fiscal year. Selections of shift preferences will commence on July 1<sup>st</sup> of each fiscal year. Officers will bid by seniority rotation on their work shift preferences, in order of the officer's seniority, most senior first. If the officer fails to make their selection, that officer shall be placed at the bottom of the seniority list and will select their work shift last.

Officers will remain on their selected shift preference until a re-bid occurs the following year. However, nothing in this provision waives the Chief's managerial rights and at their full discretion, can assign officers to other shifts, other than the ones that were selected, for legitimate operational needs. Shift bidding is subject to grievance procedure. The sergeant or Chief will give, except in exigent circumstances, at least five (5) working days advance notice of a change in the officer's contract year work shift to all officers affected by such a change.

#### **Section 4.4 Overtime Pay**

All officers will be paid overtime pay in accordance with the Fair Labor Standards Act. Overtime shall be performed only with the prior approval of the officer's supervisor. An officer who works overtime hours without the appropriate supervisor approval may be subject to discipline, absent an emergency situation. In an emergency situation, an officer must obtain approval as soon as practical.

#### **Section 4.5 Court Time**

Officers shall be paid for all hours spent in court on College business. For time spent in court on College business, outside of the officer's normal work hours, officers shall be paid two (2) hours or the actual time spent in court, whichever is greater.

#### **Section 4.6 Overtime Work**

Overtime will be posted, to the extent practical and offered to a member of the bargaining unit on a seniority basis. When overtime is unforeseen, the Chief of Police or the sergeant reserves the right to assign to an available officer.

#### **Section 4.7 Call-Backs**

If an officer is contacted during non-scheduled time to resolve a work-related issue, and the officer addresses the issue remotely, they will be paid in increments of fifteen (15) minutes for the total time spent on the matter at the appropriate hourly rate. If an officer is called back to campus during non-scheduled time, they will be paid in increments of fifteen (15) minutes for all time spent on campus addressing the issue at the appropriate hourly rate, subject to Fair Labor Standards Act obligations.

#### **Section 4.8 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### **Section 4.9 Compressed Summer Work Schedule**

If the Board approves a compressed work schedule for summer, the officers will be scheduled to work their regular weekly number of hours during the compressed workweek.

#### **Section 4.10 Pay Procedures**

Officers will be paid on a bi-weekly schedule. The twenty-six (26) pay dates will all be Fridays, unless a Friday is an observed holiday. In the case of an observed holiday on Friday, the pay date will be adjusted to the working day that immediately precedes the holiday. All officers are required to have their pay deposited directly into a bank account or accounts of their choice.



## **ARTICLE V. DISCIPLINE**

### **Section 5.1 General**

The College may impose disciplinary action against a non-probationary officer for just cause. The College generally agrees to the concept of progressive discipline; however, the College reserves the right to skip disciplinary steps based on the severity of the offense. Suspensions without pay and terminations are subject to the Article VI Grievance Procedure. Reprimands are not subject to the grievance procedure. Officers may submit a written rebuttal within seven (7) working days to any reprimand, which the College will include in the officer's personnel file.

This Article does not apply to officers in their probationary period, as defined in Article I, Section 1.2. The College may impose disciplinary action, including termination, against probationary officers at any time and for any lawful reason.

### **Section 5.2 Removal of Discipline**

Upon the officer's written request, the College will remove a reprimand from the officer's file after twenty-four (24) months from the date of the reprimand, if no related incidents have occurred.

### **Section 5.3 Surveillance of Employees**

If the College is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an officer, prior to the officer submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the College will give the officer notice of the existence of said surveillance material(s). The College's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The College will allow the officer and Union a reasonable opportunity to observe the surveillance materials prior to the officer's Interrogation.

## **ARTICLE VI. GRIEVANCE PROCEDURE**

### **Section 6.1 Definition**

A grievance is defined as an alleged violation, misinterpretation, or misapplication of an express provision of the Agreement as asserted by an officer, a group of officers, or the Union.

### **Section 6.2 Grievance Procedure**

It is the declared objective of the Union and the College to encourage the prompt resolution of grievances of officers covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory processing of grievances.

A grievance must be raised within fifteen (15) working days of when the officer knew, or reasonably should have known, of the event giving rise to the grievance. A grievance may be initiated by the Union or an aggrieved officer. A grievance shall be processed as follows:

**Pre-Grievance Consultation:** The College and the Union agree that a number of potential grievances may be avoided if the affected officer and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the officer believes that, although the defined problem might be resolved by such discussions, when the officer would prefer that such consultations and discussions be held, on an informal basis, by a

Union representative and a representative of the College. In such cases, the officer may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon the Union representative shall contact the officer's Sergeant or the Chief of Police. If the potential grievance is not resolved by this procedure, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

**STEP 1: Written to Sergeant** – The grievant shall submit a written grievance to the sergeant. The sergeant shall meet with the grievant to review the matter. The grievant may be accompanied by a Union representative. The meeting shall take place within seven (7) working days of the filing of the grievance. The meeting shall occur at a time mutually agreeable to the grievant and the sergeant. The sergeant shall respond to the grievant in writing within seven (7) working days of the meeting. The sergeant's decision shall be placed in the officer's personnel file in the Office of Human Resources, with a copy sent to the Chief.

**STEP 2: Appeal to Chief** – If the grievance is not settled in Step 1, the grievant and Union representative may, within seven (7) working days following the receipt of the Step 1 decision, file a written appeal to the Chief. The grievant, Union representative, and the Chief or their designee will discuss the grievance at a mutually agreeable time within seven (7) working days of their receipt of the grievance. If the grievance is not resolved, the Chief will respond in writing to the grievant within seven (7) working days of the discussion.

**STEP 3: Appeal to Chief Human Resources Officer (CHRO)** – If the grievance is not settled in Step 2, the grievant may within seven (7) working days, request a hearing by the CHRO or the CHRO's designee with the grievant and Union representative. The meeting will take place within seven (7) working days of the CHRO's receipt of the Step 3 grievance. If the grievance is not resolved, the CHRO will respond in writing within seven (7) working days.

### **Section 6.3 Arbitration**

If the grievance is not settled in Step 3, the Union may render the grievance to arbitration within twenty-one (21) working days of receipt of the CHRO's Step 3 decision.

In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the College and the Union shall alternately strike names from the panel. The remaining person shall be the arbitrator. The parties shall toss a coin to select which party strikes first.

The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of College and Union.

The College and the Union retain the right to employ legal counsel.

More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the College and the Union.



#### **Section 6.4 Limitations on Authority of Arbitrator**

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the Arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the College, the Union and the officers covered by this Agreement. Only issues presented to the College at Step 3 may be submitted to arbitration.

#### **Section 6.5 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted within fifteen (15) working days after the grievant had knowledge of or should have had knowledge of the alleged violation giving rise to the grievance. Time limits may be extended only by mutual written agreement. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant or the Union of any further rights to grieve the subject matter.

#### **Section 6.6 Skipping Steps**

In the event the sergeant lacks authority to resolve the Step 1 grievance, then the parties can agree to skip Step 1 and advance to Step 2.

#### **Section 6.7 Fitness for Duty**

The College may dismiss an officer when the officer is unable to perform the essential functions of their job. Prior to the College's decision to dismiss an officer based on their inability to perform the essential functions of their job, the officer must submit to a medical examination performed by a licensed medical professional, jointly selected by the College and the Union. If the College and the Union cannot jointly select a licensed medical professional, then the parties will use INSPE Associates, or another mutually agreed upon vendor, for an independent medical examination. The officer may file a grievance pursuant to Section 6.2 to appeal the College's dismissal decision.

#### **Section 6.8 Admissibility of Discipline**

Reprimands that have been removed from an officer's personnel file after twenty-four (24) months pursuant Section 6.2 will not be admissible in any disciplinary matter.

### **ARTICLE VII. NO STRIKE-NO LOCKOUT**

#### **Section 7.1 No Strike**

For the duration of this Agreement, neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, unlawful picketing, or any other unlawful disruption of the operations of the College, regardless of the reasons for doing so. This includes operations beyond the educational activities of the College. In the event of a violation of this Article, the Union agrees to inform the officers of their obligations under this Agreement and to direct them to return to work. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the College.

#### **Section 7.2 No Lockout**

For the duration of this Agreement, the College will not lockout any officers as a result of an actual or anticipated labor dispute with the Union.



**Section 7.3 Administrative or Judicial Remedies**

Nothing in this Article prohibits the College or the Union from seeking administrative or judicial remedies and damages in the event that the other party violates this Article.

**ARTICLE VIII. HOLIDAY PAY**

**Section 8.1 Recognized Holidays**

The following days shall be paid holidays for officers:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day\*
- The Wednesday before Thanksgiving
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Three Working Days between Christmas Day and New Year's Eve Day

\*When the College is open on Columbus Day all offices will be open. Each officer eligible for a paid holiday on Columbus Day will be granted one (1) day as the Columbus Day Floating Holiday, so long as they are employed on that day. This may be used on or after the actual date of the observed Columbus Day and before June 30 of the following calendar year. If not used, the day will not carry over to the next year.

If one of the aforementioned holidays falls on Saturday, the preceding Friday is observed. If the holiday falls on Sunday, the following Monday is observed. If recognized paid holidays fall consecutively on a Friday and Saturday, Monday will be observed as the Saturday holiday. If paid holidays fall on a Sunday and a Monday, Friday will be observed for the Sunday holiday.

Officers must work, be on a regularly scheduled day off, or be on approved benefit time, the day before and the day after a holiday in order to be paid for the holiday. Whenever a holiday falls within the time an officer is on an approved vacation or personal leave, the officer shall not be required to use accrued vacation or personal leave time for the holiday.

Officers will not be entitled to holiday pay when the officer is in an out-of-pay status, in a layoff status, or on an unpaid leave of absence when the holiday occurs.

Officers shall receive holiday pay equal to the amount of hours the officer would have been scheduled to work if the day was not a paid holiday, according to the official work schedule on file in Human Resources. Officers required to work on a scheduled holiday will be paid the number of hours they work consistent with the Fair Labor Standards Act, in addition to their regular holiday pay.

**Section 8.2 Payment on Emergency/Scheduled Closure Days**

When the College is closed due to an emergency, the College shall pay all officers for the period of time they were normally scheduled to work. If an officer is on a pre-approved leave when a closure occurs, emergency closing pay shall not apply. An officer who works during the emergency closure will receive compensatory time off for all hours worked, in addition to regular compensation, as tracked by the sergeant or Chief.

**ARTICLE IX. VACATIONS**

**Section 9.1 Vacation**

Officers will accrue vacation hours as follows:

<b>Years of Service</b>	<b>Monthly Accrual</b>	<b>Annual Accrual</b>	<b>Accumulated Cap</b>
0-3	8	96	160
4-10	12	144	192
11-19	14	168	240
20+	16	192	240

The officer’s hire date as a full-time officer will be used to calculate years of employment.

Vacation accruals are granted the first week of the month for the time accrued in the preceding month (e.g., accrued first week of February for time earned in January). Officers who begin work on or before the 15th of the month will accrue vacation leave credit for a full month. Officers who begin work after the 15th of the month will not accrue vacation leave credit for that month.

During the probationary period, vacation will accrue, but will not be available to the officer until the successful completion of the probationary period.

Unused vacation leave hours may be carried over into the following fiscal year(s); provided no officer may take vacation leave in excess of the maximum annual accrual amount for any one (1) fiscal year.

When an officer reaches the accumulated cap, the excess hours convert to sick leave hours. The officer will not receive compensation upon separation for any excess unused vacation leave hours converted to sick leave hours.

Accrued, but unused vacation hours for officers will be paid by the College upon separation at the officer’s rate of pay at the time of separation.

**Requesting and Scheduling use of Accrued Vacation Time.**

Officers may submit their vacation request to the Chief prior to June 1<sup>st</sup> for the following fiscal year. Vacation requests will be granted based on seniority. The annual vacation schedule will be posted on or before June 30<sup>th</sup> of each year. Once the annual vacation schedule is established, no officer shall be bumped as a result of another officer’s subsequent request, regardless of seniority. The Chief continues to have the option to exercise canceling of vacation time during an emergency.

Vacation requests submitted after the annual vacation schedule is determined will be reviewed by the sergeant or Chief on a first-come, first-served basis, without regard to seniority and subject to the operational needs of the department.

It is expressly understood that other than stated above, the final right to designate vacation leave and the maximum number of employees who may be on vacation at any time is exclusively reserved by the Chief in order to insure the operation of the department.

## **ARTICLE X. SICK LEAVE**

### **Section 10.1 Sick Leave**

All full-time officers will be credited with ninety-six (96) sick leave hours per year, which will accumulate at the rate of eight (8) sick leave hours per month to be used for the employee's or family member's illness, injury, accident, or disability. Unused sick leave shall accumulate without limit. Family member is defined as spouse, children, parent, parent-in-law, grandparent, grandchild, or a legal guardian who has raised the employee.

All officers are required to notify their sergeant or the Chief for an unplanned absence due to illness with as much advanced notice as possible prior to the scheduled start time, except in the case of an emergency.

A physician's certification of the officer's illness is required after an absence of five (5) consecutive workdays due to illness.

Sick accruals are granted the first week of the month for the time accrued in the preceding month (e.g., accrued first week of February for time earned in January). Officers who begin work on or before the 15th of the month will accrue sick leave credit for a full month. Officers who begin work after the 15th of the month will not accrue sick leave credit for that month.

Accrued, but unused sick hours ~~and~~ are reported to State Universities Retirement System (SURS).

In extraordinary circumstances, where the officer must miss work due to their own serious illness and does not have any accrued, unused sick leave available, and with the approval of the Office of Human Resources, up to three (3) sick days may be donated by any individual officer to the individual needing time away, to a maximum of ten (10) donated sick days. Any days not utilized by the recipient officer member will be forfeited.

## **ARTICLE XI. ADDITIONAL LEAVES OF ABSENCE**

### **Section 11.1 Bereavement Leave**

Each full-time officer will be granted five (5) days per death without loss of pay or benefits for death in their immediate family. Such leave shall be taken within a reasonable time in relation to the death, and the days do not have to be taken consecutively. The term 'immediate family' shall mean the employee's spouse, domestic partner, child, daughter/son-in-law, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the officer. In addition, each officer may take one (1) bereavement leave for a person not on the above list during the employment at the College.



**Section 11.2 Light Duty**

Officers who are physically unable to perform their normal job duties due to injury or illness may be placed on light duty assignments at the sole discretion of the Chief Human Resources Officer (CHRO) if the employee receives a medical release from the employee’s physician to perform such assignment. The length of time of such leave shall be within the sole discretion of the CHRO.

**Section 11.3 Jury Duty**

An officer called for jury duty will be granted special leave with pay to fulfill their duty. Officers are expected to report to work those days that they are not required to report for jury duty. Officers will submit their jury duty summons to their sergeant or Chief as soon as practical after receipt.

**Section 11.4 Military Leave**

Military leave shall be granted in accordance with all State and Federal laws. No loss of seniority will occur during these absences.

**Section 11.5 Personal Leave**

Full-time officers will be granted sixteen (16) personal leave hours per fiscal year.

Personal leave hours will be credited to each officer on July 1 of each year.

New officers hired before January 1 of a fiscal year will have one hundred percent (100%) of the above allotment for the fiscal year, and new officers hired after January 1 will have fifty percent (50%) of the above allotment for the fiscal year.

Personal leave hours may be taken for any personal reason at the discretion of the employee with at least three (3) workdays notification to their sergeant or Chief, or in an unplanned situation, as soon as practical.

Unused personal leave hours will convert to sick leave at the end of each fiscal year.

**ARTICLE XII. WAGES**

The established base for new hires will be between \$22.00-\$23.00 per hour, but not to exceed the lowest paid existing officer, effective upon ratification.

The percent used to calculate annual salary increases will be on July 1st as follows:

<b>Unit Members</b>	<b>Current Rate</b>	<b>Yr1 (3.0%)</b>	<b>Yr2 (3.0%)</b>	<b>Yr3 (3.0%)</b>
Locascio, Andrew	\$ 23.63	\$ 24.34	\$ 25.07	\$ 25.82
Plimpton, Jon	\$ 22.75	\$ 23.43	\$ 24.13	\$ 24.85
Figueroa, Angel	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91
Elwart, Jim	\$ 21.50	\$ 22.15	\$ 22.81	\$ 23.49
Ken Ellinger	\$ 21.50	\$ 22.15	\$ 22.81	\$ 23.49

Any officer must be employed by the College in their currently held position before April 1st of a given year to be eligible for the annual increase.

In addition to the Year 1 annual salary increase, a one-time retention bonus in the net amount of \$1,000 will be paid on the second payroll after ratification of the Agreement in Year 1 only. This one-time retention bonus is not SURS eligible compensation. This one-time retention bonus will be paid to Officers employed at the time of the ratification of the Agreement.

Wage increases in Year 1 will be retroactive to July 1, 2022 and paid on the second payroll after ratification of the Agreement.

**ARTICLE XIII. INSURANCE**

**13.1 Hospitalization/Medical Insurance**

The College agrees to offer health/major medical, dental, and vision insurance.

All full-time officers, who are assigned a full-time workday and workweek may choose to participate in any combination of the offered insurance plans by contributing the following percentages for medical, dental, and vision insurance coverage:

<b>Health Insurance Plan (PPO)</b>	
Employee	15% officer contribution
Employee +	17% officer contribution
<b>Health Insurance Plan (HMO)</b>	
Employee	15% officer contribution
Employee +	17% officer contribution
<b>Vision 24-month Plan</b>	
Employee	25% officer contribution
Employee +	25% officer contribution
<b>Vision 12-month Plan</b>	
Employee	100% additional premium
Employee +	100% additional premium
<b>Dental Plan</b>	
Employee	25% officer contribution
Employee +	25% officer contribution

The College is not limited to offering only the above plans and may make additional options available in consultation with the Insurance Advisory Committee.

In the event that any insurance plan is considered a Cadillac plan according to the Affordable Care Act (ACA), the College has the option to adjust the plan as needed to remove the Cadillac plan status.

Future increases become effective with the first pay period for January of each year.

The College will make available health care and dependent care flexible spending accounts (FSA) for full-time officers in compliance with applicable IRS regulations.

Insurance coverage shall be available immediately upon commencement of employment or as soon as the insurance carrier shall allow.



## **ARTICLE XIV. TUITION**

### **Section 14.1 Tuition Reimbursement**

Tuition, fees, and book costs shall be reimbursed at 100% to a maximum of \$4,000 per fiscal year for full-time officers, for supervisor pre-approved course work taken at a regionally accredited institution or other institutions as approved by the College, with prompt payment upon successful completion ("C" or better, if applicable) of such course(s).

In order to qualify for reimbursement, the course work must be directly related to the officer's current job at the College or must be related to the advancement of the officer's professional or future career interests and be of benefit to the College. If the course is not directly related to the officer's current job at the College, the officer shall indicate in their tuition reimbursement application how it will advance their professional or future career interests and be of benefit to the College.

To be eligible for reimbursement for approved course work taken at an institution other than MCC, the officer must be employed by the College on the date of completion of the course.

To receive reimbursement, the officer must deliver a copy of the course completion report to the Office of Human Resources within sixty (60) calendar days from the completion of the course.

### **Section 14.2 Tuition Waiver**

The College shall waive tuition and fees for any full-time officer who takes any MCC credit courses. Such employee's spouse and dependent children under the age of twenty-six (26) who take MCC credit courses shall also have tuition and fees waived.

Dependent children who reach the age of twenty-six (26) while enrolled will receive the tuition waiver and fees for that semester.

Tuition and fee waivers are not available for credit for prior learn (e.g., CLEP or any proficiency tests).

## **ARTICLE XV. LAYOFF AND RECALL**

### **Section 15.1 Notice of Layoff**

The College, at its discretion, may determine whether layoffs are necessary. If it is determined that layoffs are necessary, probationary officers covered by this Agreement will be laid off first. Non-probationary officers will be subject to layoff based on seniority, with the least senior officers laid off first in accordance with their length of service. All officers shall receive notice in writing of a layoff at least thirty (30) calendar days in advance of the effective date of the layoff, except in an emergency at which time the employer shall notify the officer as soon as possible.

### **Section 15.2 Recall**

Officers who are laid off shall be placed on a recall list for a period of twelve (12) calendar months following layoff. If there is a recall, officers who are on the recall list shall be recalled, in the inverse order of their layoff.

Officers who are eligible for recall shall be given fourteen (14) calendar days-notice of recall and notice of recall shall be sent to the officer by certified mail with a copy to the Union, provided that the officer must notify the Chief of their intention to return to work within three (3) calendar days after receiving notice of recall. The College 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 officer. An officer who fails to respond will be removed from the recall list.

## **ARTICLE XVI. MISCELLANEOUS PROVISIONS**

### **Section 16.1 Bulletin Board**

The College will make available space on a bulletin board for the posting of Official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

### **Section 16.2 Visit by a Union Representative**

The College agrees that one (1) accredited representative of the Union shall have reasonable access to the Police Department. The outside representative shall notify the Chief no later than one (1) hour prior to their arrival and obtain prior approval from the Chief before entering upon the premises of the Police Department. This access shall at all times be conducted in a manner so as not to impede normal operations.

### **Section 16.3 Non-Discrimination**

The College shall not discriminate against officers as a result of membership in the union.

### **Section 16.4 Outside Employment**

The parties recognize the importance of having an alert and attentive workforce. Officers are prohibited from working any secondary employment which adversely impacts the officer's employment with the College.

Prior to an officer accepting secondary employment, the officer must notify the Chief in writing of the name of the employer, their address, phone number, the supervisor's name, and anticipated schedule. The Chief reserves the right to approve or disapprove of the officer's request to accept any secondary employment. Such approval shall not be unreasonably denied.

Officers will not use any MCC issued equipment or property on a secondary job or volunteer role.

### **Section 16.5 Immunization**

Officers acknowledge that public or workplace law, regulation, or ordinance may require College employees, including officers, to receive immunizations as a condition of employment. In such case, the College will provide, or reimburse the cost, of the immunization. Disputes over an officer's entitlement to an immunization exemption pursuant to State or Federal law will be subject to the grievance procedure.

**Section 16.6 Drug and Alcohol Testing**

Officers are prohibited from being under the influence of illegal drugs or alcohol during the workday. In addition, officers must report to the Sergeant or Chief any known adverse side effects of medication or prescription drugs which they are taking.

The College has the right to require drug or alcohol tests for any officer who, by their actions, creates a reasonable suspicion of being under the influence of drugs or alcohol while on duty. If the results are positive, the officer shall be subject to discipline. An officer's refusal to submit to testing may result in discipline, up to and including termination.

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household.

**ARTICLE XVII. SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then that provision will not be applicable, performed, or enforced, except to the extent permitted or authorized by law; provided that in such event, all other provisions of this Agreement shall continue in effect. In such event, either party may notify the other party of their intent to bargain. The other party will respond within a reasonable timeframe.

**ARTICLE XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its terms.

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 or ordinance from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing in this agreement shall be a waiver of a parties' right to demand to mid-term or impact bargain for the duration of this agreement.

Nothing herein shall be construed as precluding the parties, by mutual agreement, to add to, delete, or alter this Agreement during the term of this Agreement.



## **APPENDIX A. DEFINITIONS**

### **Board**

The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Community College District No. 528 operating as McHenry County College, as established and pursuant to the Illinois Public Community College Act.

### **Chief**

For purposes of this Agreement, the term "Chief" shall refer to

- A. The College Police Chief or similar department head as designated by the College, and
- B. Such subordinate non-bargaining unit member of the McHenry County College Police Department whom the Chief may designate to perform particular tasks or responsibilities as set forth herein. In the absence of notice of designee, the Union shall contact the Chief directly.

### **CHRO**

The term "CHRO" shall mean Chief Human Resources Officer at McHenry County College.

### **College or Employer**

The term "College" or "Employer" shall mean McHenry County College and its authorized representatives.

### **Emergency Conditions**

Emergency conditions are unforeseen conditions that cause the College to alter operations or close. Examples of emergency conditions include, but are not limited to, severe weather conditions, loss of power, loss of water/sewer service, or fire. The College will, in its sole discretion, make the decision of when an emergency condition results in a closure of the College facilities.

### **Fiscal Year**

The fiscal year is a 12-month period beginning July 1 and ending June 30.

### **Leaves**

Leaves are time away from an officer's regular schedule and include sick, vacation, FMLA, bereavement, military, personal, jury duty, or administrative.

### **Officer**

The term "officer" will mean full-time sworn police officer under the rank of sergeant employed by McHenry County College and covered by this Agreement.

### **Seniority**

For purposes of this Agreement, the term "seniority" shall mean the officer's length of continuous employment with the College, in their role as a full-time sworn officer.

### **State University Retirement System (SURS)**

State University Retirement System is an agency in the State of Illinois government that administers retirement, disability, death, and survivor benefits to eligible SURS participants and annuitants.

### **Time Construction**

Accrued leave time will be used in thirty (30) minute increments.

**Working Days**

The term “working days” shall be the period of time when College administrative offices are open, except where otherwise indicated.



## **APPENDIX B. DRUG AND ALCOHOL TESTING FOLLOWING AN OFFICER INVOLVED SHOOTING**

1. Unless contradicted by this Agreement, officers shall be required to abide by the department General Order 3.1-Use of Force including the section requiring each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar State law.
2. For clarity, an officer "involved in" an "officer involved shooting" is defined to mean any officer who discharged a firearm. If multiple officers discharged their firearm, then all officers who discharged their firearm will be required to submit to drug and alcohol testing.
3. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.
4. The provisions of the Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. Any drug or alcohol test required pursuant to this Section shall be considered a compelled, non-voluntary drug or alcohol test under threat of termination. Such testing shall only be done by urinalysis or breathalyzer.


This Agreement becomes effective upon ratification by both parties and shall continue in full force and effect through June 30, 2025.


Agreed and Attested to Upon Ratification by Both Parties

For the Board of Trustees  
of McHenry County College  
Community College District No. 528

By:   
Tom Allen, Chair, Board of Trustees

For the Metropolitan Alliance of Police  
McHenry County College Chapter #399

By:   
Keith George, MAP President

By:   
Jon Plimpton, MCC MAP President

12-05-2022  
Date

11-30-2022  
Date