

**AGREEMENT**

**Between**

**BOARD OF TRUSTEES,  
MCHENRY COUNTY COLLEGE,  
COMMUNITY COLLEGE DISTRICT NO. 528**

**&**

**MCHENRY COUNTY COLLEGE STAFF COUNCIL  
LOCAL 1642, IFT/AFT, AFL/CIO**

**July 1, 2014 through June 30, 2017**



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## Agreement

**McHenry County College Staff Council,  
Local 1642, IFT/AFT/AFL-CIO  
&  
Board of Trustees of McHenry County College**

### **Article I - Union Board Relations**

#### **1.1 Recognition & Scope**

The McHenry County College District 528 Board of Trustees (“Board”) recognizes the McHenry County College Staff Council, Local 1642, IFT/AFT/AFL-CIO (“Union”) as the sole and exclusive bargaining agent for wages, hours, and terms and conditions of employment for classified employees, Assistants to Directors, Coordinators, Administrative Assistants, and other exempt (professional) employees whose positions are contained in Appendix B. Nothing contained herein shall mean that exempt (professional) unit positions shall be limited to those contained in Appendix B on the effective date of this Agreement.

Employees who are hired to work in positions in Range 1 for less than ten (10) hours a week are excluded from the bargaining unit.

#### **1.2 New and Modified Positions**

The Board shall notify the Union within ten (10) working days of Board or administrative approval to establish a new unit position. If the parties do not agree that the duties of the new position warrant its inclusion in the unit, they shall review such proposed position and attempt to reach agreement. Absent mutual agreement, either party may file a unit clarification petition with the IELRB. The Board shall set the rate of pay for such new position consistent with the rate of pay for positions with substantially similar duties and experience.

A new position is defined as an additional position where a majority of the job duties as set forth in the job description for such position are not currently being performed by a bargaining unit employee. The College’s Office of Human Resources shall post the newly created position in accordance with the procedures set forth in Section 2.13 of this Agreement.

Upon Board approval of a modified position, whose job duties are substantially similar to those performed by a current bargaining unit employee, the position shall be offered to the current employee if such employee possesses the necessary skills and qualifications for the modified position. An employee’s qualification shall be determined in accordance with the procedures set forth in Section 2.11 of this Agreement. Any employee currently at Step 2 (Second Conference/Written Reprimand) or Step 3 (Suspension) in the College’s Progressive Disciplinary Procedures for Classified and Professional Employees is deemed not qualified for a modified position.

### **1.3 Integrity of the Unit**

Neither the Board nor administration shall meet, discuss, confer, or bargain with any other employee organization, its agents, or any individual over wages, hours and terms and conditions of employment, except as provided herein.

### **1.4 Voluntary Dues Check off**

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's wages the amount of Union dues each pay period. The treasurer of the Union or designee shall designate the amount of such deductions to the Board in writing.

The Union may change the method or amount of such deductions upon written notice to the Board, via the Office of Human Resources provided such shall not be changed more than one (1) time each fiscal year. The dues and a list of employees from whose pay the dues have been deducted along with the amount deducted from each shall be forwarded to the Union not later than fourteen (14) days after such deductions were made.

Unless the authorization shall otherwise provide by its terms, such authorization shall be cancelable by the signer, such to be effective no later than fifteen (15) calendar days following such cancellation.

The Union shall hold the Board harmless from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of action taken by the Board for the purposes of complying with this section or in reliance on any list, notice, certification, affidavit, or assignment furnished under such section.

### **1.5 Union Meetings**

A. In accordance with applicable Board policy, the Union shall have the right (1) to use College services, provided the Union agrees to pay the standard rates for the services and supplies used, and (2) to the same access as other College organizations have to use College facilities for meetings. Use of such services and facilities shall be coordinated, scheduled and prioritized at such times and places that do not interfere with the operations of the College. The Union shall promptly reimburse the College for any expenses in connection with the preparation for or cleaning up subsequent to such meeting.

B. The Union will be provided with an opportunity to hold a one (1) hour general membership meeting once during the Fall semester during professional development day and once during the Spring semester on a Friday afternoon in February. The College will not unreasonably prevent a member from attending.

**1.6 Distribution of Union Material**

The Board shall provide an appropriate bulletin board accessible to employees for use by the Union for the posting of its materials. The Union may distribute a reasonable amount of material through the regular College distribution system, provided it does not interfere with the operation of the College, and provided further that the Union shall pay any fees or charges required by the United States Postal Service or other agency mandated by law to do so. The Union Officers shall have the right to use College office equipment and Duplication Center services including College email system to distribute union materials provided it does not interfere with the operation of the College and provided further that the Union shall reimburse the Board for the reasonable cost of supplies for any extraordinary expenses incurred.

**1.7 Release Time for the Union**

The Board shall grant release time to the Union in the total amount of 176 hours per year, but not more than forty (40) hours per month without loss of pay or compensatory time. Such release time shall be available for use by Staff Council Officers and Building Representatives. Such release time may be used as full days or fractions of days provided released time shall not be taken in increments of less than one-half hour. The Union shall give advanced notice of 24 hours to the employee's immediate non-unit supervisor or, if he/she is not available, to the Assistant Vice President of Human Resources. In addition, the Union President shall be released from employment duties for one (1) hour per week to conduct Union Business. Any unused released time shall not be accumulated or carried over from week-to-week.

**1.8 Release Time for Grievance and Contract Administration**

The grievant and not more than two (2) Staff Council Officer(s) shall be given paid time off to participate in Step 1, 2, or 3 meetings as provided in Section 5.6, if the meetings are conducted during the employees' working time.

Paid time off is also accorded Officers when requested at any meeting by the College. The Officer shall notify his or her supervisor, or his or her supervisor's designee, prior to leaving the department.

**1.9 Reporting**

The Secretary of the Staff Council Union will provide a monthly report in a format provided by the College to the Assistant Vice President of Human Resources that includes all hours used for release time.

**1.10 Records**

Upon written request by a Union Officer, within seven (7) working days, the Board shall deliver to the Union public records which are necessary to permit the Union to fulfill its responsibility as bargaining agent. The Union shall reimburse the Board for the reasonable cost of copying such materials.

A time extension may be requested of the Union President by the Board.



**1.11 Board Agenda**

The Board shall deliver to the Union a copy of the agenda, if any, and Board meeting packet (except for confidential material) of any regular or special meeting of the Board, including committee meetings. Such shall be given to the Union President or designee or left in his/her mailbox or sent electronically following distribution of such material to the members of the Board of Trustees and as far in advance of such meeting as is feasible under the circumstances. A copy of the minutes of such meeting shall likewise be delivered to the Union promptly following their approval by the Board.

**1.12 Participation at Board Meetings**

The President of the Union or designee shall be accorded the privilege of addressing Board meetings for a reasonable period of time allocated by the Board upon request prior to the Board meeting. Collective bargaining, grievances, or other subjects which are appropriately discussed by the Board in Executive Session, shall not be discussed by the Union during their presentation.

**1.13 Board Policies**

The Board shall deliver one (1) copy of its official policies, rules, regulations, and handbooks, and all subsequent additions, deletions, and amendments to the Union President or designee at such time they become available.

**1.14 No Strike**

During the term of this agreement, neither the Union nor its officers or agents, nor any of the employees covered by this agreement, will authorize, institute, engage, sponsor, or participate in any strike against McHenry County College including sympathy strike, picketing, concerted refusal to work, concerted refusal to follow reasonable work instructions, or any other concerted interruption of the operations of the College. Any or all employees who violate this provision during their scheduled working hours may be subject to the College's progressive disciplinary process. The Board agrees that for the duration of this agreement it will not engage in a lockout of employees.

**1.15 Non-Discrimination**

Neither the Board nor the Union shall discriminate against any employee as per Board Policy. The Union agrees that the Board may take any action necessary to comply with the Americans with Disabilities Act. Except for alleged discrimination for Union activities, or ADEA claims, the employee or Union who chooses to seek relief from such alleged discrimination through the Grievance Procedure shall, by doing so, agree not to pursue such allegation through any other legal forum(s).

**1.16 College Standing Committees**

The Union President or designee may recommend to the President of the College unit representatives to serve on College standing committees that deal with college-wide issues. For example: Safety, Facilities, and Wellness. It will be at the discretion of the

College President to determine the number of appointees to each committee. A majority of the unit representatives to a committee shall be persons recommended by the Union President or designee, unless an insufficient number of such persons have been recommended. Committee recommendations by the Union President shall be made in consultation with the employee's supervisor.

**1.17 Notice of New Employees**

The Board, through the Office of Human Resources, shall notify the Union President or designee of the hiring, termination or change in employment status of bargaining unit employees within ten (10) working days.

**1.18 Fair Share/Maintenance of Membership**

All employees hired after June 30, 1997 and all employees covered by this Agreement other than those who were not members of the Union, so long as they remain non-members of the Union, shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the College President or designee, as soon as possible after the start of each fiscal year, the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the College President or designee and the non-members a copy of the basis of the calculation of the fee. Fair share fees for part-time employees shall be prorated in the same manner as part-time employee member dues. The Union shall further certify to the College President or designee that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations.

This fair share agreement shall safeguard the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employee(s) affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

Non-members who object to the amount of the fair share fee have the right to file unfair labor practice charges against the Union pursuant to Paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Additionally, non-members who object to the amount of the fair share fee have the right to file such objection pursuant to the Internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA.

The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

## Article II – Terms & Conditions of Employment

### 2.1 Workday

The regular full-time employee workday shall be eight (8) hours or ten (10) hours, as the job position requires, except as provided in Section 2.5 regarding summer hours. By agreement between the employee and supervisor, a flexible workday may be scheduled on an as needed basis. When a full-time position becomes vacant, the Board may revise it to either an eight (8) or ten (10) hour workday.

Vacation/Leave days for employees working a ten (10) hour work day will be counted as follows against accumulated totals: nonexempt (classified) - ten (10) hours and exempt (professional) - ten (10) hours.

### 2.2 Workweek

The regular full-time workweek shall be forty (40) hours for four (4) or five (5) consecutive days, except as provided in Section 2.5. (Summer Work Schedule) By agreement between the employee and supervisor, a flexible workweek may be scheduled.

Any assignment to evening/night or weekend work shall be in order of reverse seniority among those employees in the affected office/department. Seniority is defined in Section 2.9.

The Board shall reasonably accommodate to domestic hardship or the tenets of a recognized religion of the employee's faith.

Exempt (professional) employees shall from time to time work in excess of or less than the regular work week or on a weekend in order to complete necessary duties.

### 2.3 Breaks

Each full-time employee shall have two (2) paid, uninterrupted fifteen (15) minute breaks per workday. Part-time employees shall have one (1) paid, uninterrupted fifteen (15) minute break for each four (4) hour period of work.

### 2.4 Lunch

#### **Full-Time Employees**

Each full-time employee shall have one (1) uninterrupted, unpaid one-half (1/2) hour lunch period, which shall not be considered part of the regular workday. This lunch period shall be taken after not more than five (5) hours of work.

#### **Part-Time Employees**

Each part-time employee who works less than a seven and one-half (7 ½) hour day may choose to take a one (1) uninterrupted, unpaid one-half (1/2) hour lunch period, which shall not be considered part of the regular workday. If the part-time employee chooses to take this lunch period, it shall be taken after not more than five (5) hours of work.

## **2.5 Summer Work Schedule**

If the Board shall determine that the regular workweek shall be reduced during the summer to four (4) days, the employees shall work their regular weekly number of hours during such four (4) day weeks subject to such revisions contained herein.

In the event of a four (4) day summer work schedule, or a five (5) day summer work schedule where the employee is working four-ten hour days, the following shall apply. Vacation/leave days for full time exempt (professional)-employees working a ten (10) hour work day will be counted against accumulated totals as ten (10) hours. Such employees may be called in to work on the fifth work day in any such week if they cannot complete specified duties at any other time.

Vacation/ leave days taken during such summer schedule by full time non-exempt (classified) employees shall be counted as ten (10) hours against accumulated totals. Such employees shall not be required to work more than four (4) days during any such week.

Vacation/leave days for part-time exempt (professional) employees working their total regularly scheduled weekly hours in four (4) days rather than five (5) will be calculated based upon the actual number of hours missed. Such employees may be called in to work on the fifth work day in any such week if they cannot complete specified duties at any other time.

Vacation/leave days for part-time non-exempt (classified) employees working their total regularly scheduled weekly hours in four (4) days rather than five (5) will be calculated based upon the actual number of hours missed. Such employees shall not be required to work more than four (4) days during any such week.

Flexible hours may be arranged between the employee and his/her supervisor. Scheduling of summer hours shall be approved by the employee's supervisor.

## **2.6 Overtime Break and Lunch**

Any employee on overtime shall have one (1) paid, uninterrupted fifteen (15) minute break within each four (4) hours of overtime and one (1) unpaid, uninterrupted one-half (1/2) hour lunch after not more than five (5) hours of overtime.

## **2.7 Overtime**

Overtime shall be performed only with the prior approval of the employee's supervisor. Overtime shall be offered on a rotating basis among the unit employees of a particular office/department on a seniority basis among those on the same shift who are fully qualified to perform the available work. Except as unusual circumstances shall require, overtime shall not be mandatory if fully qualified employees volunteer for such work. This Section shall not be applicable to employees who are exempt (professional) under the Fair Labor Standards Act.

## **2.8 Assignment Outside Position**

An employee in the bargaining unit assigned to temporarily perform the essential duties of another bargaining unit position, in addition to their own duties, shall receive a 5% adjustment of their current salary for essential duties performed in a higher position, or up to a 3% adjustment of their current salary for essential duties performed in an equal or lower position, after eleven (11) working days for that portion of work performed in such temporary assignment. Such employee given this assignment shall be compensated with the adjustment beginning on the twelfth (12<sup>th</sup>) working day.

## **2.9 Seniority**

Seniority is defined as the length of continuous service at the College performing work in the bargaining unit. Periods of leaves of absence, whether paid or unpaid, shall not constitute a break in continuous service. Periods of layoff or unpaid leaves of absence in excess of one hundred eighty (180) calendar days shall not be considered in computing seniority. For part-time employees, length of continuous service shall be computed by the percentage equal to the total number of hours employed divided by 2080 for each fiscal year.

Seniority shall be applied as provided herein.

## **2.10 Seniority Lists**

The development of the seniority list, separating full and part-time employees shall follow this schedule:

March 1	Draft seniority list for positions effective through the previous December 31 <sup>st</sup> , provided by Human Resources to Staff Council.
April 1	Draft seniority list posted by Staff Council.
May 1	Staff Council President or designee requests for changes, on behalf of the employees due to Human Resources.
June 1	Human Resources responds to requests for changes to Staff Council President or designee and the affected employees.

This provision shall be applied consistent with Section 2.11.

## **2.11 Layoff or Reduction to Part-Time**

A. In the event a layoff, the elimination of a position, the outsourcing of a department or reduction to part-time becomes necessary, the employee(s) so affected and the Union shall be given notice by certified mail or personal, receipted service at least thirty (30) calendar days prior to the effective date of such layoff or reduction to part-time.

- B. In the event a layoff, the elimination of a position, the outsourcing of a department or reduction to part-time becomes necessary, the employee(s) in the position(s) affected by the College's decision shall be subject to layoff with the least senior employee(s) in the specific position affected first. The affected employee will notify Human Resources within five (5) business days of receipt of said notice of their intention to become reassigned or exercise their right to bump.

Probationary employees shall have no seniority rights with respect to layoff or reduction to part-time and shall be so laid-off or reduced to part-time before any regular such employee within the respective part or full-time categories are laid off or reduced to part-time. Temporary workers currently filling positions that will be eliminated, will not be allowed to continue in the position over a staff council member.

- C. An employee whose position is being eliminated ("displaced employee") by the College or who is being bumped shall be reassigned if and to the extent feasible in the following order of priority:
1. Reassigned to an open position in the affected employee's current category for which the employee is qualified as determined by the College. A displaced employee may, but will not be required to be reassigned to a position in a different category. An employee who is not placed in an open position in step one shall move to step two.
  2. Invoke "bumping" rights. Bumping begins with the affected employee qualifying, as determined by the College, for the position in the same category as their eliminated position held by the employee with the least seniority. Affected employees are only eligible to bump employees holding positions with an equal or lower range. If necessary, bumping continues sequentially from the position held by the least senior employee and continues until the employee qualifies for a position as defined herein or there are no more positions held by a less senior employee. Categories are defined as: part-time classified, full-time classified, part-time professional, and full-time professional.
  3. Once all options are exhausted, the affected employee may be reassigned into an open position in a different category, excluding any position that was open at the beginning of the process and is now filled. In any open position where an offer has been extended and rejected, the affected employee will be immediately interviewed and tested if applicable.
- D. Employee qualifications shall be determined by the College as follows:

1. An employee is deemed qualified in any position in which he/she has had experience at the College and the employee meets the position's current job qualifications and skills.
  2. An employee may submit a claim of qualification for an available position and such claim shall not be arbitrarily denied, but the College may in its sole discretion and without precedential effect, test the employee in such manner as it deems feasible, provided testing shall be at the College's expense.
  3. Any employee currently at Step 2 (Second Conference/Written Reprimand) or Step 3 (Suspension) in the College's Progressive Disciplinary Procedures for Classified and Professional Employees are deemed not qualified for a reassigned position.
- E. Compensation for employees affected by layoffs, reduction to part-time, or elimination of position.
1. Employees who are reassigned to a position in a lower salary range will receive a five percent (5%) salary reduction or the minimum of the new range, if the five percent (5%) reduction falls below the minimum.
  2. Employees who are reassigned to a position in a higher salary range will receive the minimum of the new range or a five percent (5%) salary increase (whichever is higher).
  3. Affected employees will be eligible for the same fiscal year increases as other employees if they assume their new position by July 1.

### **2.12 Recall from Layoff**

Unit employees on layoff shall be placed on a recall list by seniority for a period of twelve (12) months from the first day of actual layoff. Such list shall be delivered to the Union President and kept updated.

The laid-off employee shall have the responsibility to inform the Board of any change in address or telephone number. The Board shall recall such employees, most senior first, by certified mail or by personal, receipted service for work the laid-off employee is qualified to fill. If the laid-off employee does not choose to return to work in a classification lower than that he/she had prior to the layoff or to part-time work if he/she had full-time work prior to the layoff, such employee shall remain on the recall list. If the laid-off employee returns to work in a lower classification or to part-time work and his/her previous or comparable position prior to layoff becomes vacant within twelve (12) months, such employee shall have a right to return to such position.



Subject to the limits provided herein, an employee's failure to respond to all or refusal to accept a comparable position to that held prior to layoff within ten (10) work days of receipt of such notice of recall shall extinguish all recall rights, except where extraordinary circumstances beyond the control of the employee which prevents them from doing so.

### **2.13 Vacancies**

The Union President will be notified of vacancies in existing or newly created positions, their job descriptions and pay range. Provided there is no unit employee qualified to fill such vacancy on the recall list, the vacancy will be distributed by the Union and posted on the Human Resources bulletin board. Qualified internal candidates must apply via the College electronic application system within the initial five (5) working days to be given full consideration prior to external candidates. Internal candidates are qualified if they have successfully completed the probationary period in Section 2.16, are not on disciplinary action per Section 1.2, and satisfy the minimum qualification requirements. Qualified internal applicants will be interviewed and given full consideration prior to interviewing external candidates. If not selected for the position, the internal candidate may request a meeting with Human Resources to gain perspective on the hiring decision.

### **2.14 Performance Evaluation**

The Board shall cause the undertaking of two written evaluations on/about the 15<sup>th</sup> working day and 45<sup>th</sup> working day of employment for employees who are serving their probation period.

The Board shall undertake a program of employee performance evaluation for each non-probationary employee within the bargaining unit on an annual basis. Such evaluation shall be prepared by the immediate supervisor. Such supervisor shall have knowledge of the employee's performance. The evaluations shall consider the performance of the duties assigned to the employee utilizing the official job description on file in the Office of Human Resources.

A copy of each performance evaluation shall be given to the employee subsequent to a discussion between the supervisor and the employee. The employee shall sign a copy of each evaluation which shall be kept by the supervisor to indicate receipt by the employee. A copy of the signed performance evaluation shall be forwarded to the Office of Human Resources. The employee shall have the right to submit their self-evaluation along with any written rebuttal within seven (7) working days.

Should the employee evaluation result in a Performance Improvement Plan (PIP), such plans shall have clear and reasonable expectations and time limits with measurable outcomes, with which the employee must comply to avoid progressive disciplinary action.

Any changes to the current tool during the term of this contract shall be developed and agreed upon by a joint committee consisting of an equal number of staff and administrators. Staff members will be recommended by the Union President for appointment.

### **2.15 Personnel File**

The Office of Human Resources shall maintain one (1) official personnel file for each employee. This file shall include all written materials concerning discipline but not contain a supervisor's notes and records relating to grievances and arbitrations. Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in a personnel file shall be appropriate when delivered to the affected employee and concurrently receipted.

Employees shall have the right, upon written request, to review the contents of their own personnel file and may, when they deem it appropriate, submit statements concerning any material contained in such file, provided such shall be submitted within twenty (20) working days of the receipt by the employee of the original material. Any statements so submitted by an employee shall be made part of the file for so long as the material giving rise to the employee's response remains in the file. A copy of the response shall be served upon the appropriate supervisor or other person who originally placed the material in the file which gave rise to the occurrence. A representative(s) of the Staff Council may be requested, by the employee, to accompany the staff member to such review.

### **2.16 Probationary Period**

PROBATIONARY PERIOD – New employees shall be on probationary status for ninety (90) work days of active employment (active employment excludes breaks in service for military leave, sick, maternity, etc.). For purposes of determining the length of a regular part-time employee's probationary period, the employee's regularly scheduled hours shall be considered a full workday.

During the probationary period, personal leaves and vacation shall accrue, but shall not be available to the employee until the conclusion of the probationary period. Accrued sick leave shall be available for use during the probationary period. Such benefits shall be extinguished if the employee is terminated or resigns prior to the expiration of the probationary period.

Employees on probationary status are not eligible to apply for vacancies in bargaining unit positions as posted under Section 2.13.

### **2.17 Discipline**

Employees shall not be suspended or dismissed without reasonable cause, provided such shall not be applicable to any action with respect to a probationary employee or to reduction in staff of any employee. Employees shall not be suspended or dismissed without being provided written documentation.

The Board shall adopt a progressive discipline standard and denote which infractions are subject to which penalties. Except as specifically noted (e.g., assault, theft, inebriation on the job, sexual harassment, etc.), warnings shall be given and an opportunity rendered to remediate any deficiency noted.

Suspension with pay shall not be treated as evaluation of the employee's work performance.

An arbitrator shall have the authority to order the restoration of employment of a dismissed employee if accompanied by a finding of a violation of such employee's substantive rights. The Board shall have the burden of proof to establish the existence of reasonable cause. The Union shall have the burden of proof to establish any lack of reasonable opportunity by the employee to mitigate any back pay awarded by securing other employment and/or unemployment compensation. The arbitrator shall reduce any back pay awarded by any compensation which was received or which might reasonably have been available to the employee.

#### **2.18 Emergency/Scheduled Closing**

When the College is closed due to an emergency, the Board shall pay all employees for the period of time they were normally scheduled to work. Any employee required to work on such day(s), who cannot get to work, shall suffer no loss of pay or benefits. Any such employee who does work shall receive equal compensatory time off. This section also applies to any off-campus facilities that are closed due to an emergency.

When the college administration closes the College on the Saturday following Thanksgiving, Christmas or Spring Break, part-time employees who are regularly scheduled to work on Saturdays shall suffer no loss of pay or benefits.

#### **2.19 Management Called Meetings**

Mandatory meetings called by management for unit employees shall take place during the employee's regularly scheduled workday.

#### **2.20 Job Review**

Reclassification requests for a position may be submitted by the employee and the supervisor only after an employee has been in the position for one year and the job responsibilities have significantly changed. In the event that the supervisor does not support the reclassification request, the employee may appeal to the next-level supervisor. A rationale, i.e., a completed position questionnaire, shall accompany such request and be submitted to the Chief Human Resources Officer. Both the Office of Human Resources and the Staff Council shall approve any proposed change to the position questionnaire. Such request shall be submitted for any individual employee's position and shall be processed according to the following schedule:

March 1	File with Office of Human Resources
20 Business Days Later	College Job Review Committee reviews and makes a recommendation with full reasons therefore.
15 Business Days Later	If the employee is dissatisfied with the decision of the College Job Review Committee, the Union Job Review Committee may file an appeal on the employee's behalf.
10 Business Days Later	Job Appeal Committee reviews the documentation that was previously submitted to the College Job Review Committee and provides their decision to the College President.
15 Business Days Later	College President reviews and submits decision to Union President.
July 1	If reclassification is approved, adjusted compensation, job description and/or position title becomes effective.

The College Job Review Committee will consist of the Chief Academic Officer (CAO), the Chief Financial Officer (CFO) and the Chief Human Resources Officer (CHRO).

The College Job Review Committee will interview both the supervisor and employee in a joint meeting. Both must be prepared to present their rationale for reclassification. The employee may request one Union representative to be present.

The Union shall have access to the point system and the point values attributed to each position.

If the employee who participates in a reclassification is dissatisfied with the recommendation of the College Job Review Committee, the employee may submit his/her rationale to the Union Job Review Committee, which shall consider the request. If the Union Job Review Committee supports the appeal, it shall be submitted to the Job Appeal Committee, which shall consist of three (3) appointees of the College President (Administrative appointees other than the members of the College Job Review Committee and excluding the employee's supervisor), and three (3) appointees of the Union President (staff council members and excluding departmental co-workers of any position submitted for appeal). The employee, whose job review is being appealed, may choose to be present during the Job Appeal meeting. The Chief Human Resources Officer shall serve as a non-voting resource in this process and attend these meetings. The decision of the committee and its reasons therefore shall be forwarded by the Chief Human Resources Officer to the College President or designee, who shall act on the committee's determination. The College President's decision shall be in his/her sole

discretion and non-precedential. If the College President disagrees with the recommendation of the Job Appeal Committee, he/she shall submit his/her reasons in writing to the committee. Nothing contained herein shall prevent the College President from appointing different cabinet-level administrators from time to time, to the College Job Review Committee, excluding the Chief Human Resources Officer.

Any employee whose position is reclassified to a higher salary range shall receive a salary adjustment of the minimum of the new range or a 5% salary increase, whichever is the greater.

Annual salary or hourly compensation as indicated in section 4.12, shall be calculated on the new reclassification compensation.

## **2.21 Health and Safety**

### **A. Applicability**

No employee shall be required to work under conditions which are unsafe or hazardous. However, unless the work is a clear and present danger to the employee's safety, the employee shall perform the work as required or directed and may grieve the requirement to perform unsafe work.

### **B. Access to information and records**

The board agrees that the Union may have access to current data compliance reports filed by the Board under applicable law.

### **C. Protective Equipment**

Upon the express understanding that employees are required to wear and use personal protective equipment and worksite safety equipment provided by the Board, the Board agrees to provide employees, where appropriate, with the necessary protective equipment including, but not limited to, safety glasses, work shoes, and hard hats.

D. The Union shall be given a copy of all incident reports pertaining to accidents filed by or on behalf of unit employees with the approval of such employees.

E. Health and safety training and testing that is required as a condition of continued employment at MCC will be paid for by the College.

## **2.22 Automation and Reorganization**

When changes in operations due to technological innovations or other process improvements occur, the Board shall give first consideration to the utilization of affected employees in the changed operations.

If the affected employees do not possess the requisite skills or knowledge to perform the required work in the new operation, the Board shall provide the necessary training to such employees during work hours at the Board's expense. However, such training and acquisition of skills must be attainable within twenty (20) work days, or within the

period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. When the supplier's time period for the acquisition of such training or skills is more than twenty (20) work days, then the supplier's time period shall prevail.

If an employee does not sufficiently complete the training or acquire the skills in the time periods herein specified, then, in that event, the Board shall fill the positions in the newly implemented operations as otherwise provided in this Agreement.

### **2.23 Job Descriptions**

The official job description for each unit position shall be maintained in the Office of Human Resources. All official changes to job descriptions as a result of reclassification or evaluations shall be implemented by the Office of Human Resources. Any subsequent revisions will be reviewed by the employee, the supervisor and the Office of Human Resources. A copy will be issued to the individual employee in the position and the employee's supervisor. A copy of each official job description and any subsequent revision shall be forwarded to the Staff Council President electronically.

### **2.24 Uniformed Employees**

The College will provide and replace, as necessary, uniform clothing for all regular full-time and part-time employees who work as custodians, maintenance personnel, groundskeepers or food service workers. It may be deemed appropriate by the College, in conjunction with the Union, that additional positions wear uniforms. Employees shall clean and maintain their uniforms properly at all times, and shall be responsible for their replacement if damaged or destroyed through the employee's own negligence. Upon leaving a position for which uniforms are provided, the employee shall return all uniform clothing in good condition, less normal depreciation in the course of employment.

### **2.25 Grant Funded Employees**

The Board and the Union recognize that as a condition of employment, employees who are being paid out of the restricted funds are hired only for the duration of the grant for which they work. Therefore, it is agreed that these employees shall enjoy all the rights and benefits of this Agreement except Section 2.9 – Seniority, during the duration of the grant for which they currently work.

Those employees who have been employed prior to July 1, 2011, under the conditions of a grant shall enjoy all rights and benefits of this Agreement, including Section 2.9 – Seniority.

Any salary increase above and beyond the conditions of the grant will only apply to the percentage of salary funded by the College through unrestricted funds.

## **2.26 Duration of Temporary Replacements**

Temporary replacements for full-time or part-time bargaining unit positions(s) will not exceed six (6) months. However, if at the sixtieth (60<sup>th</sup>) day prior to the end of this term the position will not be filled with a permanent employee, the CHRO in conjunction with the supervisor, shall discuss reasons for extending the temporary positions(s) with the Union President.

## Article III - Leaves, Vacation, Holidays

### 3.1 Sick Leave

#### ***Full-time Employees***

All full-time employees shall be credited with ninety-six (96) sick leave hours per year, which shall 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.

#### ***Part-time Classified Employees***

Part-time employees shall be granted sick leave at the following rate:

Employed at least ten (10) and less than twenty (20) hours per week: shall be credited with two (2) hours per month regularly scheduled to work, unlimited accumulation;

Employed at least twenty (20) and less than thirty (30) hours per week: shall be credited with four (4) hours per month regularly scheduled to work, unlimited accumulation;

Employed at least thirty (30) and less than thirty-seven and one-half (37 1/2) hours per week: shall be credited with six (6) hours per month regularly scheduled to work, unlimited accumulation.

#### ***Part Time Professional Employees***

Part time Professional Employees shall be granted sick leave at the following rate:

Employed ten (10) to nineteen (19) hours per week: shall be credited with four (4) hours per month regularly scheduled to work, unlimited accumulation;

Employed at least twenty (20) hours per week: shall be credited with six (6) hours per month regularly scheduled to work, unlimited accumulation.

#### ***All Employees***

All employees are required to notify their supervisor or designee when absent from work due to illness within the first two (2) hours of their scheduled workday.

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

When it becomes necessary to establish an employee's ability to perform job duties, the administration may request a physician's certification (at college expense) to return to work.



### 3.2 Sick Leave Pool

Full-time employees may elect to contribute 8 hours into the Sick Leave Pool each year. Part-time employees may elect to contribute the number of hours equivalent to their monthly accrual according to 3.1 Sick Leave. Participants may draw from the pool in the event an employee's illness requires absence from work in excess of accumulated sick leave.

#### Conditions of Sick Leave Pool

- A. Initial participation is open to any full-time employee with an accumulation of a minimum of 64 hours of sick leave time. Participation is open to any part-time employee with the following accumulations of sick leave time.

##### **Part-time Classified Employees:**

Employed 10 - 19 hours with a minimum of 8 hours accumulated

Employed 20 - 29 hours with a minimum of 16 hours accumulated

Employed 30 - 37 hours with a minimum of 24 hours accumulated

##### **Part-time Professional Employees:**

Employed 10 – 19 hours with a minimum of 16 hours accumulated

Employed at least 20 hours with a minimum of 24 hours accumulated

- B. Notification of participation in the pool must be received by the Sick Leave Pool Committee and forwarded to the Office of Human Resources by July 1<sup>st</sup> of each year.
- C. Employees who do not have the minimum accumulated sick hours will be notified when they have accumulated the required hours. They will have two weeks to join the pool for that fiscal year. If the employee does not choose to join at that time, he/she will not be eligible until the following July 1<sup>st</sup>.
- D. To withdraw hours from the pool, an employee must have contributed during the fiscal year that the withdrawal is requested, unless fully vested.
- E. The hours placed in the pool may not be withdrawn, except in accordance with the purpose of the pool and will accumulate if not used. All hours contributed are not refundable.
- F. Should the hours in the pool be depleted during the year, request for additional hours may be made by the Union. Response to this request will be voluntary. If no additional hours are contributed, the pool will not be used until it is built up again at the beginning of the next fiscal year.
- G. The following schedule will determine the number of hours a member may draw from the pool:

If a full-time employee has been a member of the pool for 1-5 years, 160 hours may be withdrawn per year. If a part-time employee has been a member of the pool for 1 – 5 years, the following number of hours may be withdrawn per year:

**Part-time Classified Employees:**

Employed 10 – 19 hours may withdraw 40 hours per year  
Employed 20 – 29 hours may withdraw 80 hours per year  
Employed 30 – 37 hours may withdraw 120 hours per year

**Part-time Professional Employees:**

Employed 10 – 19 hours may withdraw 80 hours per year  
Employed at least 20 hours may withdraw 120 hours per year

If a full-time employee has been a member of the pool for 6-11 years, 200 hours may be withdrawn per year. If a part-time employee has been a member of the pool for 6 – 11 years, the following number of hours may be withdrawn per year:

**Part-time Classified Employees:**

Employed 10 – 19 hours may withdraw 50 hours per year  
Employed 20 – 29 hours may withdraw 100 hours per year  
Employed 30 – 37 hours may withdraw 150 hours per year

**Part-time Professional Employees:**

Employed 10 – 19 hours may withdraw 100 hours per year  
Employed at least 20 hours may withdraw 150 hours per year

If a full-time employee has been a member of the pool for 12 years or more, 240 hours may be withdrawn per year. If a part-time employee has been a member of the pool for 12 years or more, the following number of hours may be withdrawn per year:

**Part-time Classified Employees:**

Employed 10 – 19 hours may withdraw 60 hours per year  
Employed 20 – 29 hours may withdraw 120 hours per year  
Employed 30 – 37 hours may withdraw 180 hours per year

**Part-time Professional Employees:**

Employed 10 – 19 hours may withdraw 120 hours per year  
Employed at least 20 hours may withdraw 180 hours per year

After a full-time employee has contributed 120 hours to the pool, the employee will be fully vested, meaning the employee is no longer required to contribute days to the pool. Part-time employees are fully vested at the following levels;

**Part-time Classified Employees:**

Employed 10 – 19 hours: 30 hours contributed  
Employed 20 – 29 hours: 60 hours contributed  
Employed 30 – 37 hours: 90 hours contributed

**Part-time Professional Employees:**

Employed 10 – 19 hours: 60 hours contributed  
Employed at least 20 hours: 90 hours contributed

- H. Extended illness is defined as an employee's illness that causes an employee to be absent from work more than 5 days.
- I. Sick leave pool may be used only after accumulated sick hours are exhausted. The number of hours withdrawn from the pool for employee use shall equal the number of hours the employee is absent from their position.
- J. The Union will administer the pool.
- K. Physician's certification of extended illness must be provided to the College Nurse/Office of Human Resources before hours are withdrawn from the pool.
- L. Employees who receive benefits from the State Universities Retirement System (SURS) disability or who are absent due to a work related injury compensable under the Illinois Workers Compensation Act, may not avail themselves of any benefits of the Sick Leave Pool.
- M. All accumulated vacation hours must be used before using the sick leave pool for a second time within 90 days.

### **3.3 Personal Leave**

#### ***Full-Time Employees***

Each full-time employee shall be granted sixteen (16) personal leave hours without loss of pay or benefits per year.

#### ***Part-time Classified Employees***

Part-time non-exempt (classified) employees who work 30 hours a week or more shall be granted twelve (12) hours personal leave without loss of pay or benefits per year.

#### ***Part-time Exempt Employees***

Part-time exempt (professional) employees who work less than 30 hours a week shall be granted eight (8) hours personal leave without loss of pay or benefits per year. Part-time exempt (professional) employees who work 30 hours a week or more shall be granted twelve (12) hours personal leave without loss of pay or benefits per year.

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Such days shall be credited to each employee on July 1 of each year. New employees hired before January 1 of a fiscal year shall have 100% of the above allotment for the fiscal year, and new employees hired after January 1 shall have 50% of the above allotment for the fiscal year. Personal days may be taken for any personal reason at the discretion of the employee with at least three days notification to their supervisor (except in the case of an emergency). Unused personal days shall convert to sick leave at the end of each fiscal year.

### **3.4 Discretionary Unpaid Leave for Personal Health or Family Hardship**

An unpaid leave of absence may be granted for good cause, to an employee who has completed one (1) year of service to the College related to the restoration of health or the alleviation of a hardship associated with the immediate family. Such leave shall not exceed one (1) year, and shall only be granted after the employee has exhausted all applicable FMLA leave, sick leave and vacation time. Written application for such leave should be submitted to the Office of Human Resources who will transmit the request to the Board of Trustees for consideration. The written application must state specific reasons for the requested leave, and if the request is for the employee's personal health reasons, the College may require a physician's statement indicating the nature and expected duration of the medical disability. Action of the Board in granting any such leave shall be within its sole discretion and shall be non-precedential. Except as otherwise provided by law, and with consent of the carrier, an employee on such leave may maintain health insurance benefits by making timely payments of all premiums for such coverage to the College.

### **3.5 Bereavement Leave**

Each full-time and part-time employee shall be granted five (5) days per death without loss of pay or benefits for death in the immediate family provided, however, that leave days taken must be five consecutive regularly scheduled employee workdays. The term "immediate family" shall mean the employees' spouse, domestic partner, child, daughter/son-in-law, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the employee. In addition, each employee may take one bereavement leave for a person not on the above list during their employment at MCC.

### **3.6 Jury Duty**

An employee called for jury duty, or subpoenaed as a witness on behalf of the College or in a criminal matter, shall be granted special leave with pay to fulfill such duty. Payment received by the employee from the courts for such duties, shall be reimbursed by the employee to the College. Travel expenses are retained by the employee. Employees are expected to report to work those days that they are not required to report to the court room. If an employee is required to report to the Court House for jury duty on a College holiday, the employee will be entitled to take the holiday on a different date.

### **3.7 Military Leave**

A. A full-time employee of the College shall be granted a leave of absence for any period actively spent in military service, including:

1. Basic training;
2. Special advanced training;
3. Annual training; and
4. Any other training or duty required by the United States Armed Services.

During a leave of absence, the employee's seniority and other benefits shall continue to accrue. During leaves for basic training, leaves of up to 60 days for special or advanced training, or any other training or duty required by the United States Armed Forces, the employee shall receive the same regular compensation as the employee was receiving on the day prior to leave, minus the amount of his or her base pay for military service.

- B. Any employee of the College who is a member of any reserve component of the United States Armed Services or the National Guard and who is mobilized to active military duty as a result of an order of the President of the United States shall be granted a leave of absence for the duration of active duty. During a leave of absence, the employee's seniority and other benefits shall continue to accrue and the employee shall receive the same regular compensation as the employee was receiving on the day prior to leave, minus the amount of his or her base pay for military service.

### **3.8 Family and Medical Leave Act**

The College will comply with the Family and Medical Leave Act of 1993 (FMLA) and all applicable regulations.

- A. The Family Medical Leave Act entitles a staff council member who has worked for the College at least 12 months and 1,250 hours within those 12 months up to 12 weeks of unpaid job protected leave in a 12 month period for specified family or medical reasons. If an employee has banked leave time they may use it to be paid during their absence.
- B. Health benefits are maintained during any period of this leave under the same conditions as if the employee continued to work, and the employee must be reinstated to their original job, or to an equivalent job with the same pay, benefits, and other terms of employment.
- C. During an unpaid Family Medical leave an employee is responsible for their portion of the biweekly premium amount for healthcare and life insurance.
- D. Once the employee exhausts Family Medical Leave and sick, vacation, personal banked days, and if applicable, sick leave pool days, they are responsible for 100% of their healthcare and life insurance premiums.
- E. FMLA may be taken for one or more of the following reasons:
  - 1. For birth and care of the newborn child of the employee;
  - 2. For placement with the employee of a son or daughter for adoption or foster care;
  - 3. To care for an immediate family member (spouse, child, or parent) with a serious condition;
  - 4. To take medical leave when the employee is unable to work because of a serious health condition;
  - 5. To care for a Covered Service member or on account of a "qualifying exigency" arising out of a call to active military duty of the employee's spouse, parent or child, as defined in the FMLA.

- F. Employees may take FMLA intermittently (i.e. blocks of time). If FMLA is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the College's approval. FMLA may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. Intermittent leave is subject to the approval of the Assistant Vice President of Human Resources.
- G. FMLA is administered through the Office of Human Resources.

### 3.9 Vacation

#### ***Full-time, non-exempt (classified) employees***

Full-time, non-exempt (classified) employees shall be entitled to vacation at the rate of ninety-six (96) hours per year through the third year of employment, accrued at the rate of eight (8) hours per month and up to a total accumulation of one hundred sixty (160) hours. Beginning the fourth year of employment through the tenth year of employment, such employees shall receive one hundred forty four (144) vacation hours per year, accrued at the rate of twelve (12) hours per month and up to a total accumulation of one hundred ninety two (192) hours. Beginning the eleventh year of employment, such employees shall receive one hundred sixty eight (168) vacation hours per year, accrued at the rate of fourteen (14) hours per month and up to a total accumulation of two hundred forty (240) hours. Beginning the 20th year of employment, such employee shall receive one hundred ninety two (192) vacation hours per year accrued at the rate of sixteen (16) hours per month and up to a total accumulation of two hundred forty (240) hours.

#### ***Full-time, exempt (professional) employees***

Full-time exempt (professional) employees shall be entitled to one hundred sixty eight (168) vacation hours per year, accrued at the rate of fourteen (14) hours per month and up to a total accumulation of two hundred forty (240) hours. Beginning the 20th year of employment, such employee shall receive one hundred ninety two (192) vacation hours per year accrued at the rate of sixteen (16) hours per month and up to a total accumulation of two hundred forty (240) hours.

#### ***Part-time, non-exempt (classified) employees***

Part-time employees shall accrue vacation as follows:

Employed at least ten (10) and less than twenty (20) hours per week: two (2) hours per month regularly scheduled to work. Thirty six (36) hours may accumulate;

Employed at least twenty (20) and less than thirty (30) hours per week: four (4) hours per month regularly scheduled to work. Seventy two (72) hours may accumulate.

Employed at least thirty (30) and less than thirty seven and one-half (37 1/2) hours per week: six (6) hours per month regularly scheduled to work. One hundred eight (108) hours may accumulate.

#### ***Part-time, exempt (professional) employees***

Part-time exempt (professional) employees shall accrue vacation as follows:

Employed ten (10) to nineteen (19) hours a week: four (4) hours per month regularly scheduled to work. Eighty (80) hours may accumulate.

Employed twenty (20) hours per week: six (6) hours per month regularly scheduled to work. One hundred twenty (120) hours may accumulate.

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Accumulated vacation days for employees shall be compensated for by the College upon termination at the employee's rate of pay at the time of termination.

Employees who begin work on or before the 15th of the month shall receive vacation leave credit for a full month. Employees who begin work after the 15th of the month shall receive vacation leave credit effective the first day of the following month.

The beginning date of employment shall be used to calculate years of employment. When part-time employees move to full-time employment, the beginning date of such employment shall be used to calculate years of employment. Upon termination of employment, unused vacation days shall be paid at the employee's current rate.

When an employee reaches the maximum allowable accumulated vacation days, the excess days shall convert to sick leave days. The employee shall not receive compensation upon termination as otherwise provided in Section 3.9 for any excess unused vacation days converted to sick days.

Unused vacation may be carried over into the following employment year(s); provided no employee may take vacation in excess of the maximum accumulated for any one (1) employment year.

Whenever a holiday falls within the time an employee is on vacation, such employee may either accrue the day or add it to the period of current vacation.

Children's Learning Center teachers may apply for vacation leave not to exceed five (5) days per semester, with two weeks prior approval and the availability of qualified replacement staff.

**A. REQUESTING AND SCHEDULING USE OF ACCUMALATED EMPLOYEE VACATION TIME.**

The employee shall request the use of accumulated vacation time with their direct supervisor, at least fifteen (15) working days in advance of the first vacation date when the request is for five days or more (four days on summer schedule), when possible. The employee may submit as many alternate schedules as desired. The supervisor may withhold approval of such employee's proposed vacation schedule(s) pursuant to the standard described herein; but, if approval is withheld of such scheduled time once, such supervisor shall state the reasons therefore in writing.

The employee's vacation schedule(s) need not be in consecutive days and need not be submitted concurrently unless the employee desires them to be considered concurrently. If the supervisor withholds approval (which withholding shall occur not more than three (3) working days after receipt of the employee's schedule), the employee may appeal in the following manner:

1. One (1) Union designee and one (1) administration designee (neither of which shall be the supervisor or employee involved) shall consider the appeal and attempt to resolve the matter within two (2) working days from receipt of the appeal. Any such resolution shall be binding upon the supervisor and employee.
2. If the appeal is not settled by the foregoing, the employee may proceed to expedited arbitration, which shall result in a final and binding decision on the parties rendered not more than ten (10) working days from the date of appeal to such arbitration.

**B. APPOINTMENT OF ARBITRATOR**

The arbitrator shall be appointed by agreement between the parties promptly following the execution of this document. Failing such agreement the parties shall use the American Arbitration Association for the appointment of an arbitrator through its rules. The arbitrator shall serve for a period of one (1) year at which time the parties shall either reappoint him/her or select a new arbitrator.

**C. STANDARD**

In rendering his/her decision to approve or deny the employee's scheduled use of vacation, the arbitrator shall consider whether such employee's presence is reasonably necessary to prevent significant impairment of the operations of the office in which such employee works during such employee's vacation period and whether other union or non-unit employees could reasonably perform the work of the employee during his/her vacation period without significant impairment of their own work.

**D. ADDITIONAL ITEMS**

1. All hearings shall take place in the Boardroom of McHenry County College or a reasonable alternate site at the College.
2. Witnesses shall be released to testify at such hearing with no loss of salary or benefits. Such release shall be for the necessary period of such testimony. The affected employee and one (1) employee Union representative shall be released to attend the entire arbitration proceeding.
3. The parties jointly waive the use of briefs at the conclusion of such arbitration proceeding.
4. The parties and the arbitrator agree that the arbitrator's decision shall be rendered either orally or if reduced to writing shall require not more than two (2) typed pages exclusive of the cover sheet.
5. In the event the arbitrator is not available to complete the proceedings within the required time included herein, the parties shall meet immediately to select



an alternate arbitrator from a list which has been pre-selected by the parties, utilizing each name in turn, names to be listed by lot.

In the event the arbitrator cannot render a decision prior to the scheduled start of the employee's vacation, he/she shall be authorized to render a decision as soon as possible; and, if such decision is to approve such vacation schedule, he/she shall make such award as he/she deems appropriate.

### **3.10 Holidays**

The following days shall be paid holidays for employees:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Memorial Day
- 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 employee eligible for a paid holiday on Columbus Day will be granted one day as the Columbus Day Floating Holiday. 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.

Full time employees regularly scheduled to work Tuesday through Saturday shall observe the holiday on Tuesday if one of the aforementioned holidays falls on Monday.

The same standard shall be used for scheduling and use of floating holidays as is used for scheduling and use of vacation.

1. Part-time employees employed at least 20 hours a week shall receive holiday pay equal to the amount of hours the employee would have been scheduled to work if the day was not a paid holiday as listed in Section 3.10 above, according to the official work schedule on file in Human Resources.
2. Paid holidays are granted to probationary employees who work at least 20 hours a week.
3. Any holiday leave other than those listed above may be granted by the Board.
4. Religious holidays may be taken as a part of personal leave.

5. 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 Monday, Friday will be observed for the Sunday holiday.
6. Employees who terminate their employment at MCC must be at work the day before and the day after a holiday in order to be paid for the holiday.

### **3.11 Professional Meetings**

Employees may be granted leave with or without pay to attend special programs, workshops, or conferences with prior approval of their non-unit supervisor.

### **3.12 Sponsored Leave**

After four (4) years of full-time employment, an employee may request a sponsored leave for the purpose of obtaining a baccalaureate or higher degree for up to and including one-half (1/2) year at one-half (1/2) salary or up to and including one (1) year at one-third (1/3) salary. Such leave requests for this grant shall not be unreasonably denied. The beginning date of full-time employment shall be used as a basis for calculating years of service.

Application for a sponsored leave grant must be made by January 1 of a given year to become effective July 1, or by July 1 of a given year to become effective January 1 of the following year.

Sponsored leaves of absence are to be approved by the Board upon recommendation by the President. Priority will be given to persons requesting leave for purposes directly relating to their positions or responsibilities at the College.

An employee who completes a sponsored leave must agree:

- to return to the College for one (1) year for each one-half (1/2) year of sponsored leave
- must successfully complete the degree or
- show successful advancement toward obtaining the degree

Failure will result in full repayment of the grant. The foregoing shall be guaranteed by the execution of a promissory note in acceptable legal form.

When an employee is on a sponsored leave, the employee will continue to receive life insurance, medical and hospitalization insurance, dental insurance and vision insurance.

### **3.13 General Leave of Absence**

Upon written application of an employee to the Office of Human Resources, the Board may grant leave of absence without pay upon such terms and conditions as it may set to an employee who has been employed on a full-time basis for two years for up to one (1) year for purposes agreed upon between the employee and Office of Human Resources other than those provided elsewhere in this Agreement. Application for such leave must be submitted sixty (60) days before the beginning date of proposed leave.

### **3.14 Time Construction**

Leave and vacation with pay shall be used in one (1) hour increments.

### **3.15 Fitness for Duty**

If there is any question concerning an employee's fitness for duty, the College may require, at its expense that the employee submit to an examination by a medical provider at the College's current occupational health clinic. When the College requests a fitness for duty exam, the employee will immediately be placed on Administrative Paid Leave, with no loss of pay or benefits pending the results of the fitness for duty medical exam. The results of any such examination shall be made available to the College and the employee.

An employee deemed fit for duty may immediately return to work. An employee deemed unfit for duty may elect to use sick leave if available or may be placed on a leave of absence consistent with either section 3.4 or 3.8 of this agreement, or other applicable leave. An employee deemed unfit for duty may choose to seek a second opinion from a medical provider of their choice, to submit to the College for consideration.

## Article IV - Wages

### 4.1 **Reclassification Compensation**

Any employee whose position is reclassified to a higher salary range shall receive a salary adjustment of the minimum of the new range or a 5% salary increase, whichever is the greater.

Effective July 1<sup>st</sup>, annual salary or hourly compensation shall be calculated on the new classification as indicated in section 4.12.

### 4.2 **Shift Differential**

An employee who works one-half (1/2) or more of their regularly scheduled hours after 11 p.m. shall receive a shift differential rate of \$ .80 per hour for all hours worked on the shift.

### 4.3 **Call-Back Pay**

An employee called back to work on any day after having gone home shall receive a minimum of two (2) hours pay at his regular straight-time hourly rate.

### 4.4 **Overtime Pay**

The Board and the Union agree that authorized overtime employment shall be compensated for as follows:

- A. For all hours worked in excess of forty (40) hours in a workweek, time and one-half (1 1/2) of the employee's straight-time hourly rate; and
- B. Double time shall be paid for hours worked on Sundays and holidays if such days are not regularly scheduled work days within that employee's work week.
  - 1. In determining compensation herein, the parties expressly agree that overtime compensation shall be paid for the number of hours actually worked in excess of forty (40) hours within a workweek.
  - 2. This Section shall apply only as required by law.

### 4.5 **Vision, Dental, Medical and Hospitalization Insurance**

- A. The Board agrees to offer health/major medical, dental, and vision insurance.
- B. All full-time employees, who are assigned a full-time workday and workweek under sections 2.1 and 2.2 may choose to participate in any combination of the offered insurance plans by contributing the following percentages for medical, dental, and vision insurance coverage:

	July 1, 2014 – December 31, 2015 Percentage	CY2016 Percentage	CY2017 Percentage
<b>Health Insurance Plan 1 (PPO Network)*</b>			
Employee	15.00	16.00	17.00
Employee +	17.00	18.00	19.00
<b>Health Insurance Plan 2 (PPO)</b>			
Employee	15.00	15.00	15.00
Employee +	17.00	17.00	17.00
<b>Health Insurance Plan 3 (HMO)</b>			
Employee	15.00	15.00	15.00
Employee +	17.00	17.00	17.00
<b>Vision 24 month Plan</b>			
Employee	25.00	25.00	25.00
Employee +	25.00	25.00	25.00
<b>Vision 12 month Plan</b>			
Employee Employee +	100% Additional Premium	100% Additional Premium	100% Additional Premium
<b>Dental Plan</b>			
Employee	25.00	25.00	25.00
Employee +	25.00	25.00	25.00

\*This plan is only available to full-time employees who are assigned a full-time workday and workweek under sections 2.1 and 2.2 as of the ratification date of this agreement.

- C. Full-time employees who earn \$29,000 or less gross annualized wage and elect to have employee plus coverage will pay the same premium percentage as single coverage.
- D. Through the duration of this agreement, part-time employees who work at least twenty (20) hours per week may participate in the plan(s) by paying the full premium(s), so long as they are currently enrolled in a plan and maintain continuous participation as of the ratification date of this agreement.
- E. The College will continue the flexible spending accounts (FSA) for full-time employees in compliance with applicable IRS regulations.

- F. Insurance coverage shall be available immediately upon commencement of employment or as soon as the insurance carrier shall allow.
- G. Future increases become effective with the first pay period of January of each year.

**4.6 Life and Accidental Death & Dismemberment Insurance**

The Board shall pay for a life insurance policy at benefit levels of \$50,000 for full-time exempt (professional) employees and \$35,000 for full-time non-exempt (classified) employees.

**4.7 Tuition Waiver**

The Board shall waive tuition and fees for any full-time employee who takes any credit course at MCC. Such employee's spouse and dependents who are eligible for the College's group medical insurance plan who take credit courses at MCC shall also have tuition and fees waived.

Part-time employees shall receive such benefit as follows:

Employed at least twenty (20) hours per week: waiver of tuition and fees for a maximum of six (6) credit hours per semester taken at MCC with prior approval of the Office of Human Resources. The credit hours may be taken by the employee and/or by his/her spouse and dependent children who are eligible for the College's group medical insurance plan. The employee, spouse, and eligible dependents will receive a tuition and fees waiver.

Tuition and fees waiver is not available for Dante, CLEP or any proficiency tests.

For both full-time and part-time employees, the maximum number of times and/or credit hours a particular course can be taken by an employee during the course of their employment with MCC and have the tuition and fees waived is limited to the maximum number of times and/or credit hours that the particular course can be repeated in accordance with the College catalog in place at that time. This also applies to the repeat fee.

**4.8 Tuition Reimbursement**

***Full-time Employees***

Tuition, fees, and book costs shall be reimbursed at 100% to a maximum of \$2,100 per fiscal year with an increase of \$50.00 in each subsequent year for the entire length of this contract per full-time employee for supervisor 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).

***Part-time Exempt (professional) Employees***

Reimbursement for tuition, fees and book costs is available to part-time exempt (professional) employees, to a maximum of \$875.00 per fiscal year with an increase of \$25.00 in each subsequent year for the entire length of this contract, for supervisor 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).

***All Employees***

In order to qualify for reimbursement, the course work must be directly related to the employee’s current job at the College, or must be related to the advancement of the employee’s professional or future career interests and be of benefit to the College. If the course is not directly related to the employee’s current job at the College, the employee shall indicate in his/her tuition reimbursement application how it will advance his/her professional or future career interests and be of benefit to the College. The application to take such course work for reimbursement of tuition, fees, and book costs shall not be arbitrarily denied.

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

To receive reimbursement, the employee must hand deliver a copy of the course completion report to the Office of Human Resources within ninety (90) calendar days from the completion of the course. A date-stamped copy of the course completion report will be given to the employee.

**4.9 Flexible Schedule for Courses Taken During the Workday**

When directed by the College, the employee may take classes during working hours without loss of pay or benefits.

**4.10 Pay Periods/Direct Deposit**

Employees will be paid through direct deposit every other week.

**4.11 Tax-Sheltered SURS Payments**

Employee contributions to the State Universities Retirement System (excluding percentage contributions for retirees insurance) shall be tax deferred and not reported as income in the tax year in which they are paid subject to applicable law and IRS rules and regulations.

**4.12 Salary**

A. The percent used to calculate base annual salary increases shall be as follows:

<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>
3.00%	3.00%	3.00%

The FY2015 increase shall be retroactive to July 1, 2014 for all current employees, who as of the date this Agreement is ratified are employed in the same Staff Council position, or a Staff Council position within the same pay grade as the position in which they were employed on July 1, 2014. For those employees who transferred to a position within a higher pay grade, the FY2015 retroactive payment is based upon the position in which they were employed on July 1, 2014 through the date of transfer to the new position. The FY2015 base annual salary increase will not apply to any employee who transferred to another position in a higher pay grade between July 1, 2014 and the ratification date of this agreement.

Effective FY2017, a merit compensation system will be implemented and staff will be eligible, based upon their individual performance evaluation rating, to add the following applicable percentage to their base annual salary increase.

<b>FY2017 Merit System Tiers</b>	<b>Evaluation Rating Range</b>	<b>Salary %</b>
Merit Tier 1	2.25 - 2.74	0.35
Merit Tier 2	2.75 - 2.99	0.75
Merit Tier 3	3.00 - 3.49	1.25
Merit Tier 4	3.50 - 4.00	1.50

B. Any employee whose current salary exceeds the maximum salary of the position range as listed in Appendix A, shall receive:

- a base annual salary increase of one percent (1%)

In addition, any employee whose salary after application of the base annual salary increase exceeds the maximum salary of the position range in any given fiscal year as listed in Appendix A, shall receive:

- a base annual salary increase up to the maximum salary of the position range
- an additional annual salary increase up to one percent (1%) over the position range
- the total annual salary increase shall not exceed the original calculation prior to reaching the cap



- C. Annual merit salary awards will be directly linked to each employee's total performance evaluation rating. Any employee not receiving an annual performance evaluation rating, will receive an automatic merit award based upon their most recent official annual evaluation rating for the position currently held, or based upon the most recent average annual group performance evaluation rating, whichever is higher.

An employee must be employed at the College in their currently held position before April 1 of a given year to be eligible for any annual increases, including base and merit.

#### **4.13 Salary Adjustment**

A salary adjustment of \$1,200 will be given to a full-time staff (professional or classified) member upon completion of fifteen (15) college credit hours or equivalent at a regionally accredited college or university based on the following guidelines:

##### ***Full-time Classified Employees:***

- A. Up to three (3) fifteen credit hour adjustments will be allowed. The second salary adjustment shall not take effect until three years have passed since the first adjustment. The third salary adjustment shall not take effect until three years have passed since the second adjustment.
- B. Employees can take all fifteen credit hours (or equivalent) through McHenry County College for the first salary adjustment.
- C. If a class taken at MCC fulfills prerequisite requirements toward a higher degree, and is included in the employee's Educational Action Plan, as approved by their supervisor, those credit hours can also apply toward the second and third salary adjustments.
- D. Employees may bank up to 12 credit hours (or equivalent) after completing and receiving two (2) fifteen credit hours adjustments. If and when the employee moves to the Professional level these hours will carry over and will be used toward the next adjustment as described in "A" under Professional employees.
- E. Employees may apply up to the equivalent of six (6) credit hours of non-traditional classwork toward each adjustment.

##### ***Full-time Professional Employees:***

- A. Professional employees are eligible for four (4) fifteen credit hour adjustments. The third salary adjustment shall not take effect until three years have passed since the second salary adjustment. The fourth salary adjustment shall not take effect until three years have passed since the third adjustment.
- B. Employees can take all fifteen credit hours (or equivalent) through McHenry County College for the first salary adjustment.

- C. If a class taken at MCC fulfills prerequisite requirements toward a higher degree, and is included in the employee's Educational Action Plan, as approved by their supervisor, those credit hours can also apply toward the second and third salary adjustments.
- 

Guidelines:

Salary adjustment is subject to prior approval of courses and/or activities requested and must be part of an Educational Action Plan developed by the employee and approved by the employee's supervisor. Salary adjustments will be awarded upon successful completion of approved courses and/or activities according to College policy and procedure and in accordance with the clarifications below. To receive credit toward salary adjustment, the grade report must be submitted to the Human Resource Office within sixty calendar days of completion of the course.

Clarifications:

- Application for courses and/or activities taken during the employee's regularly scheduled work hours must be submitted with an absence slip using vacation or personal hours.
- Non-traditional coursework includes C.E.U.s and clock hours.
- 4.5 C.E.U.s equate to three (3) credit hours.
- 40 clock hours equate to three credit hours.
- CLEP, Dante or any other proficiency tests will not count toward the salary adjustment.
- If a class is a credit class, it will only be counted for the credit assigned and will not be counted for clock hours.
- Successfully completed is defined as a grade of C or above.
- Repeat classes cannot be counted toward salary adjustment.

#### **4.14 Retirement Benefits**

The following benefits will be available to retirees who have served the College as a full-time employee for five (5) or more years:

- Tuition waiver for credit classes offered by MCC.
- Invitations to College functions and will be kept on the College mailing list.
- Employee rate at the MCC Fitness Center.

A retiree is defined as a full-time employee who is eligible to retire through the State Universities Retirement System (SURS).

Irrevocable, written notification of intent to retire shall be provided simultaneously to the employee's supervisor and the Office of Human Resources. This notification must be received at least six months prior to the effective date of retirement.

## **Article V - Grievance Procedure**

### **5.1 Objective**

It is the declared objective of the Union and the Board to encourage the prompt resolution of the grievances and complaints of staff members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

### **5.2 Definition of Grievance**

A grievance shall mean a complaint by an employee, a group of employees, or the Union that there has been a violation or misinterpretation of the terms of this Agreement.

### **5.3 Definition of Days**

Working days shall mean that period of time when the College Office of Human Resources is normally open.

### **5.4 Time Limits 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. Such failure shall act as a bar to any further action thereon with regard to the subject matter of that grievance as it is related to that grievant in that grievance only.

### **5.5 Pre-Grievance Consultation**

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, when the employee 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 employee may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon the Union representative shall contact either the employee's immediate supervisor or the administrator in charge of the implementation and enforcement of this Agreement as designated by the President of the College.

If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

## 5.6 Grievance Steps

All grievances shall be processed as follows:

**STEP 1** - An employee covered by this Agreement or the Union shall submit the grievance in writing to the-immediate supervisor within fifteen (15) working days. The supervisor shall arrange for a meeting with the grievant and Union designated representative within ten (10) working days of receipt of the written grievance to fully discuss the subject matter thereof. The supervisor shall provide a written answer to the employee within ten (10) working days after such meeting.

**STEP 2** - If the grievance is not settled in Step 1 and the grievant or the Union wishes to appeal, the grievance may be referred by the grievant, in writing, to the next level supervisor (or to any other person designated by the Board) within ten (10) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant or the Union representative, normally the Grievance Chair.

The next level supervisor, or an appointed designee, shall discuss the grievance within ten (10) working days with the grievant, the Union and the College, at a time mutually agreeable to the parties. If a settlement is reached pursuant to the provisions of this Step, the next level supervisor shall issue a written agreement signed by the grievant, the next level supervisor and the Union representative.

If no settlement is reached, the next level supervisor or the duly appointed designee shall give a written answer to the grievant and the Union within ten (10) working days following their meeting.

**STEP 3** - If the grievance is not settled in Step 2 and the grievant or the Union desires to appeal, it shall be referred in writing by the grievant or the Union to the President of the College, or a selected designee, within ten (10) working days after the department head's answer in Step 2. The President, or the duly appointed designee, shall, within fifteen (15) working days, discuss the grievance with the grievant and the Union representative at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the President, or the duly appointed designee, shall issue a written agreement signed by the grievant, the President or designee and the Union representative.

If no settlement is reached, the President, or the duly appointed designee, shall give a written answer to the grievant and the Union within ten (10) working days following their meeting.

**STEP 4** - If the Union is not satisfied with such response, it shall, if it desires, proceed to binding arbitration by notifying the President or designee not later than twenty (20) working days from the receipt of the Board's written response. No individual or

organization other than the Union shall have the right to proceed to binding arbitration. If the demand for arbitration is not filed within the prescribed time limits or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn.

Any time limits herein may be extended by mutual agreement of the parties.

The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party. The names of such arbitrators shall be listed numerically by lot and shall be in the possession of each party.

Each arbitrator in turn shall be contacted by the parties until one is available to participate in the grievance arbitration case pursuant to the conditions set forth herein.

Before the same arbitrator shall be used in cases in the same district in any twelve-month calendar period, the parties shall first proceed through the entire rotation of arbitrators. If none is available and if either party objects to the use of the same arbitrator during such twelve-month period, the parties shall attempt to agree on an alternate arbitrator. If such agreement is not concluded within one week from the date of either party's original objection, the American Arbitration Association rules shall be used.

Such panel of arbitrators shall continue for at least two years. At the request of either party any name(s) shall be deleted from such panel after two years and replaced by any mutually approved arbitrator(s) or added to the end of the list if it is expanded. No pending case shall be delayed as the result of the deletion for any reason of an arbitrator from the list.

Once the arbitrator has been selected, every effort shall be made to schedule the hearing within thirty (30) calendar days of the date of appeal to arbitration. If the hearing cannot be scheduled within sixty (60) calendar days of such appeal, the next available arbitrator shall be selected unless the parties otherwise mutually agree.

Briefs if required shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt shall submit one copy to each party.

The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs.

Failure of either or both parties to comply with any of the rules incorporated herein shall result in enabling either or both parties to implement American Arbitration Association procedures to (a) select an arbitrator for any pending grievance arbitration case and (b) resolve any dispute over failure to comply with these rules.

These rules shall become effective upon agreement of the arbitrators included herein to serve on such panel. Until such agreement is reached, the American Arbitration Association shall be used.

## **5.7 Arbitration**

- A. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement.
- B. The arbitrator is empowered to include in his/her award such remedies as shall be within his lawful authority.
- C. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- D. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

## **5.8 Miscellaneous Provisions**

- A. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- B. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- C. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Union. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.

## **Article VI – Miscellaneous**

### **6.1 Severability**

Any article, section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

### **6.2 Distribution of the Agreement**

Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide three signed copies of this Agreement to the Union President and will also post a copy of the Agreement electronically.

### **6.3 Matters not Covered by this Agreement**

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 the right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact or effects of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **6.4 Duration**

This Agreement shall be effective July 1, 2014 except where specified otherwise in this Agreement, and shall remain in full force and effect through June 30, 2017.

### **6.5 Board Rights**

Except as otherwise expressly provided by the terms of this Agreement, the College reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to control, supervise, evaluate, discipline and manage the College and its personnel including members of the Staff Council bargaining unit; to determine and administer educational policy; to operate the College and direct the members of the Staff Council bargaining unit; and otherwise retain all rights, authority, and discretion which are exclusively invested in the College's Board of Trustees or the College's President under governing federal and state law, ordinance, rules, and regulations, as well as the policies of the Board of Trustees, and applicable common law. The parties agree that the College is not required to bargain over matters of inherent managerial authority, including, but not limited to, matters related to curriculum, budget, organizational structure and selection of employees.

## Appendix A

### Pay Grade Ranges

The minimum of the ranges shall be adjusted annually as follows: FY2015 - 3%, FY2016 – 1.5%, FY2017 – 1.5%. The maximum for each salary range shall be 185% of the new minimum of that range in each respective year.

Pay Grade	FY15 Pay Rates		FY16 Pay Rates		FY17 Pay Rates	
	Min	Max	Min	Max	Min	Max
1	\$9.76	\$18.06	\$9.91	\$18.34	\$10.06	\$18.61
2	\$10.61	\$19.63	\$10.77	\$19.92	\$10.93	\$20.22
3	\$12.16	\$22.50	\$12.35	\$22.84	\$12.53	\$23.18
4	\$12.96	\$23.97	\$13.15	\$24.33	\$13.35	\$24.70
5	\$13.88	\$25.69	\$14.09	\$26.07	\$14.30	\$26.46
6	\$15.40	\$28.49	\$15.63	\$28.91	\$15.86	\$29.35
7	\$33,344.45	\$61,687.23	\$33,844.61	\$62,612.54	\$34,352.28	\$63,551.72
8	\$36,255.87	\$67,073.35	\$36,799.70	\$68,079.45	\$37,351.70	\$69,100.64
9	\$39,169.44	\$72,463.46	\$39,756.98	\$73,550.41	\$40,353.33	\$74,653.67
10	\$42,081.95	\$77,851.60	\$42,713.18	\$79,019.38	\$43,353.87	\$80,204.67
11	\$44,993.37	\$83,237.73	\$45,668.27	\$84,486.29	\$46,353.29	\$85,753.59
12	\$47,903.71	\$88,621.87	\$48,622.27	\$89,951.20	\$49,351.60	\$91,300.47
13	\$50,812.98	\$94,004.01	\$51,575.17	\$95,414.07	\$52,348.80	\$96,845.28
14	\$53,721.18	\$99,384.19	\$54,527.00	\$100,874.95	\$55,344.91	\$102,388.08
15	\$56,628.32	\$104,762.39	\$57,477.74	\$106,333.83	\$58,339.91	\$107,928.83
16	\$59,534.38	\$110,138.61	\$60,427.40	\$111,790.68	\$61,333.81	\$113,467.54



## **Appendix B**

### **MCC Staff Council Positions/Ranges**

Two lists will be maintained that will be segregated by range. One list will include all full-time staff council positions and the other will include all part-time staff council positions. The lists will be current as of July 1, of each year and will be updated at the close of each reclassification process per section 2.20 of this agreement.

Appendix C

Memorandum of Agreement

This Agreement entered into this 26<sup>th</sup> day of March 2015, by and between:

Board of Trustees, McHenry County College  
Community College District No. 528

and

McHenry County College Staff Council  
Local 1642, IFT/AFT/AFL-CIO

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

By: 

Chairperson

For the McHenry County College  
Staff Council IFT Local 1642

By: 

President