

**MEMORANDUM OF UNDERSTANDING  
ROLLOVER OF 2019-2022 COLLECTIVE BARGAINING AGREEMENT**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered by and between the Board of Trustees of Community College District No. 528, McHenry County College (the “College”) and the McHenry County College Faculty Association (the “Association”) (collectively, “the Parties”), to memorialize the agreements between the College and the Association concerning a rollover of the Parties’ 2019-2022 Collective Bargaining Agreement.

**WHEREAS**, the Association is the exclusive bargaining representative for the College’s full-time faculty members;

**WHEREAS**, the College and Association executed a Collective Bargaining Agreement on June 27, 2019, which is effective and in full force until the day preceding the first faculty employment day in 2022-2023 (the “2019–2022 CBA”);

**WHEREAS**, in or around October 20, 2021, the Parties began successor bargaining of the 2019-2022 CBA;

**WHEREAS**, the Parties have agreed to rollover the terms and conditions of the 2019-2022 CBA for a period of one (1) year as set forth below; and

**NOW THEREFORE** in consideration of the promises and mutual undertakings and agreements of the parties hereto, it is hereby agreed by the College and the Association as follows:

1. Rollover of 2019-2022 CBA

All terms and conditions under the 2019-2022 CBA, except those specifically addressed in this Memorandum of Understanding, shall continue in full force and effect until the day preceding the first faculty employment day in 2023-2024.

The first faculty employment day in 2022-2023 through the day preceding the first faculty employment day in 2023-2024 shall be referred to as the “Rollover Period.”

2. Base Salary Increase

The Parties understand and agree that each faculty member’s salary, as provided for pursuant to the 2019–2022 CBA, shall increase in accordance with the AY2023 Salary Schedule Matrix, and built upon the Salary Schedule Index Matrix as attached hereto as Exhibit B.

3. Impact on Tentative Agreements

The Parties understand and agree that the tentative agreements reached during successor bargaining of the 2019–2022 CBA, attached hereto as Exhibit A, shall be held over until, and considered as part of, the resumption of successor bargaining efforts.

4. Effect of Agreement

This Memorandum of Understanding applies specifically to the Rollover Period.

5. Effective Date

This Memorandum of Understanding is effective immediately upon execution.

6. Counterparts

This Memorandum of Understanding may be executed in two (2) or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

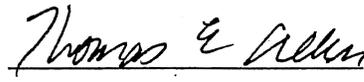
IN WITNESS WHEREOF, the Association and the College have caused this Memorandum of Understanding to be executed by the signatures of their authorized representatives as set forth below.

McHenry County College  
Faculty Association



Date: 4/18/2022

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



Date: 3/24/2022

## Exhibit A-Tentative Agreements

### **Section 6.1. No Discrimination**

- A. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, color, creed or religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disabilities, military status, sexual orientation, gender-related identity, pregnancy, unfavorable discharge from military service, or other factors prohibited by law. Any disagreement concerning the interpretation and application of this paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this agreement, unless the grievant and Association shall waive all rights to use any procedure other than the grievance procedure, provided nothing herein shall preclude the use of steps 1 and 2 of the grievance procedure.
- B. As a duly elected body exercising governmental power under the law of the State of Illinois, the Board agrees that it will continue not to discourage directly or indirectly, or deprive any faculty member their rights in the enjoyment of any rights under the laws of Illinois or the Constitution of the United States. Any dispute concerning said rights shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement, unless the Association, grievant, and Board agree otherwise. The Board will continue not to discriminate against any faculty member with respect to hours, wages, terms, or conditions of employment by reason of their membership in the Association or their participation in negotiations with the Board or to discriminate against any faculty member in their institution of any grievance, complaint, or proceeding under this Agreement.

### **Section 6.4. Distribution of Contract and Board Policy Manual**

- A. Within thirty (30) working days following ratification and execution of this Agreement by both parties, the Board will provide one (1) signed electronic copy of the Agreement to the Association President and will also post a copy of the Agreement electronically.
- B. Board Policy manual available electronically.

### **Section 6.7. Faculty Handbook**

The Faculty Handbook is a resource meant to outline procedures and practices of the institution. The handbook reflects expectations, standards, and content agreed upon by Academic Council Chair, the Faculty Association President, and the CAO.

- A. Changes (updates, additions, or deletions) to content in the Faculty Handbook will follow the established process as defined by the Academic Procedures and Practices (APP) committee, in collaboration with the CAO and their instructional leadership team.
- B. Changes to existing materials in the Faculty Handbook may happen throughout the academic year for the purpose of maintaining accuracy to existing procedures and practices. Approved changes shall be communicated to the faculty through the Academic Council.
- C. The Faculty Handbook will be posted electronically.
- D. Faculty are expected to know and comply with the procedures and practices listed in the Faculty Handbook. Faculty are expected to know and comply with changes within two (2) months of the item being announced at the All Academic Council meeting.

## Section 11.2 Determination of Seniority

- A. An Institutional Seniority List for reduction-in-force shall be compiled, mutually agreed upon, and posted electronically on an annual basis by November 1. This list reflects each faculty member's seniority date as defined in Section 11.1.
- B. At the start of each academic year, a team shall convene to update the Institutional Seniority List. This team will be comprised of the CAO and designees, Association President, Academic Council Chair, and the Negotiations Chair. Faculty removed from the Institutional Seniority List will be done with mutual agreement with prior notice to the faculty.

A tenured faculty member shall be included on the Institutional Seniority List for each discipline for which they were hired and/or appointed based upon the guidelines below. An appointment, different from an assignment, is recognition from the Administration that a faculty member is considered a full-time faculty member in that discipline.

1. Appointment to switch discipline(s)
  - a. If a tenured faculty member is appointed to switch to a different discipline in lieu of a reduction-in-force, the faculty shall lose placement in prior discipline(s).
  - b. In the event of a curricular reorganization resulting in course prefix changes, the tenured faculty member will be appointed to the new course prefix(es) in which the tenured faculty member taught in the previous curricular organization, as mutually agreed to by the team previously described in 11.2.B.

2. Appointment to an additional discipline(s)

If a tenured faculty member is appointed to teach in an additional discipline, the faculty shall gain placement in the additional discipline(s) and shall maintain placement in the original discipline(s), for an agreed upon time, based upon the following qualifications:

- a. The faculty maintains currency.
  - i. Currency varies widely by discipline and will be mutually agreed upon between the Administration and the Association prior to placement in the additional discipline.
  - ii. Typical ways to stay current may include:
    - Professional work within the discipline
    - Active engagement with discipline-based organizations
    - Continued professional development or education in the discipline
    - Active engagement in the discipline pedagogy as evidenced through effective teaching within the past three (3) academic years
- b. The faculty meets minimum qualifications.

3. A tenured faculty member will maintain discipline placement on the Institutional Seniority List so long as the faculty member maintains currency and minimum qualifications in that discipline. A faculty member will be notified and given time to remedy a deficiency before being removed from a discipline.
- C. Newly hired faculty shall be added to the next published Institutional Seniority List, noting their status as non-tenured. Following the attainment of tenure, the notification shall be removed.
- D. The annually approved Institutional Seniority List shall be considered an addendum to the CBA.
- E. If seniority between two (2) or more faculty members is found to be the same, the faculty member with the most classes taught (semesters worked for Librarians) during all MCC service over the three (3) years prior to being hired full-time shall be deemed senior, and if still the same, such identical seniority shall be resolved by the flip of a coin or lot.
- F. Unpaid leaves (Section 13.2) of more than one (1) semester's duration shall not be included in the computation of seniority. Sponsored Professional Development Leaves (Section 13.1) shall be included in the computation of seniority. Interim appointments shall be included in the computation of seniority. Permanent appointments outside of the Association shall not be included in the computation of seniority.

**Section 12.2. Salary Schedule Base**

The salary schedule base shall be \$47,600 in AY 2023.

**Section 12.8. Summer/Overload Pay**

Overload pay will be time worked in excess of thirty (30) contact hours per contract year for classroom faculty members. Summer/Overload Compensation Pay shall be:

\$1,140.00 in AY 2023 per contact hour

Librarian hourly overload rate:

\$54.50 in AY 2023, per hour

**Exhibit B – Salary Schedule Index Matrix/Salary Schedule Matrix**

	I	II	III	IV	V	VI	VII	VIII
1	1.00*	1.06	1.12	1.18	1.25	1.32	1.39	1.45
2	1.06	1.12	1.18	1.24	1.31	1.38	1.45	1.51
3	1.12	1.18	1.24	1.30	1.37	1.44	1.51	1.57
4	1.18	1.24	1.30	1.36	1.43	1.50	1.57	1.63
5	1.24	1.30	1.36	1.42	1.49	1.56	1.63	1.69
6	1.30	1.36	1.42	1.48	1.55	1.62	1.69	1.75
7	1.36	1.42	1.48	1.54	1.61	1.68	1.75	1.81
8	1.42	1.48	1.54	1.60	1.67	1.74	1.81	1.87
9	1.46	1.52	1.60	1.66	1.73	1.80	1.87	1.93
10	1.50	1.56	1.64	1.72	1.79	1.86	1.93	1.99
11	1.54	1.60	1.68	1.76	1.85	1.92	1.99	2.05
12	1.58	1.64	1.72	1.80	1.91	1.98	2.05	2.11
13	1.62	1.68	1.76	1.84	1.95	2.04	2.11	2.17
14	1.66	1.72	1.80	1.88	1.99	2.10	2.17	2.23
15	1.69	1.76	1.84	1.92	2.03	2.16	2.23	2.29
16		1.79	1.88	1.96	2.07	2.22	2.29	2.35
17			1.91	2.00	2.11	2.26	2.35	2.41
18				2.03	2.15	2.30	2.41	2.47
19					2.19	2.34	2.45	2.53
20					2.22	2.38	2.49	2.59
21						2.42	2.53	2.63
22						2.45	2.57	2.67
23							2.61	2.70
24							2.64	2.73
25								2.76

AY2023

\$47,600	I	II	III	IV	V	VI	VII	VIII
1	\$47,600.00	\$50,456.00	\$53,312.00	\$56,168.00	\$59,500.00	\$62,832.00	\$66,164.00	\$69,020.00
2	\$50,456.00	\$53,312.00	\$56,168.00	\$59,024.00	\$62,356.00	\$65,688.00	\$69,020.00	\$71,876.00
3	\$53,312.00	\$56,168.00	\$59,024.00	\$61,880.00	\$65,212.00	\$68,544.00	\$71,876.00	\$74,732.00
4	\$56,168.00	\$59,024.00	\$61,880.00	\$64,736.00	\$68,068.00	\$71,400.00	\$74,732.00	\$77,588.00
5	\$59,024.00	\$61,880.00	\$64,736.00	\$67,592.00	\$70,924.00	\$74,256.00	\$77,588.00	\$80,444.00
6	\$61,880.00	\$64,736.00	\$67,592.00	\$70,448.00	\$73,780.00	\$77,112.00	\$80,444.00	\$83,300.00
7	\$64,736.00	\$67,592.00	\$70,448.00	\$73,304.00	\$76,636.00	\$79,968.00	\$83,300.00	\$86,156.00
8	\$67,592.00	\$70,448.00	\$73,304.00	\$76,160.00	\$79,492.00	\$82,824.00	\$86,156.00	\$89,012.00
9	\$69,496.00	\$72,352.00	\$76,160.00	\$79,016.00	\$82,348.00	\$85,680.00	\$89,012.00	\$91,868.00
10	\$71,400.00	\$74,256.00	\$78,064.00	\$81,872.00	\$85,204.00	\$88,536.00	\$91,868.00	\$94,724.00
11	\$73,304.00	\$76,160.00	\$79,968.00	\$83,776.00	\$88,060.00	\$91,392.00	\$94,724.00	\$97,580.00
12	\$75,208.00	\$78,064.00	\$81,872.00	\$85,680.00	\$90,916.00	\$94,248.00	\$97,580.00	\$100,436.00
13	\$77,112.00	\$79,968.00	\$83,776.00	\$87,584.00	\$92,820.00	\$97,104.00	\$100,436.00	\$103,292.00
14	\$79,016.00	\$81,872.00	\$85,680.00	\$89,488.00	\$94,724.00	\$99,960.00	\$103,292.00	\$106,148.00
15	\$80,444.00	\$83,776.00	\$87,584.00	\$91,392.00	\$96,628.00	\$102,816.00	\$106,148.00	\$109,004.00
16		\$ 85,204.00	\$89,488.00	\$93,296.00	\$98,532.00	\$105,672.00	\$109,004.00	\$111,860.00
17			\$90,916.00	\$95,200.00	\$100,436.00	\$107,576.00	\$111,860.00	\$114,716.00
18				\$96,628.00	\$102,340.00	\$109,480.00	\$114,716.00	\$117,572.00
19					\$104,244.00	\$111,384.00	\$116,620.00	\$120,428.00
20					\$105,672.00	\$113,288.00	\$118,524.00	\$123,284.00
21						\$115,192.00	\$120,428.00	\$125,188.00
22						\$116,620.00	\$122,332.00	\$127,092.00
23							\$124,236.00	\$128,520.00
24							\$125,664.00	\$129,948.00
25								\$131,376.00