

# **AGREEMENT**

**BETWEEN**

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

**AND**

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

**July 1, 2025 – June 30, 2030**

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### **PREAMBLE**

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

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

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

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.1 Recognition**

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

#### **Section 1.2 Probationary Period**

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

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

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

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

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

**ARTICLE III**  
**UNION SECURITY AND RIGHTS**

**Section 3.1 Voluntary Dues Checkoff**

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

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

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

**Section 3.2 Union Indemnification**

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

**ARTICLE IV**  
**PAID TIME FOR THE UNION OFFICIALS**

Board shall grant paid time to the Union in the total amount of 80 hours per year, but not more than 40 hours per month without loss of pay or compensatory time. Such release time shall be available for use by MAP Officials. Such paid time shall be regular, non-overtime hours and may be used as full days or fractions of days provided time shall not be taken in increments of less than one-half (1/2) hour. The Union shall give advanced notice of twenty four (24) hours to the employee's immediate supervisor. Paid time is to be used for trainings conducted or sponsored by the parent labor organization, to process and/or investigate grievances, attend hearings related to grievances, and to attend contract negotiations (maximum of three (3) bargaining unit employees) and to attend labor management meetings. Any alterations are subject to the approval of the Chief, based on departmental operational needs.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**Section 5.1 Application of Article**

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

### **Section 5.2 Normal Workday, Workweek, Breaks, and Lunches**

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

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

### **Section 5.3 Shift Bidding and Shift Vacancies**

Shift bidding for shift preferences will occur no later than May 15th of each fiscal year. Selections of shift preferences will commence on July 1<sup>st</sup> of each fiscal year. Officers will bid by seniority rotation on their work shift preferences, in order of the officer's seniority, most senior first. If the officer fails to make their selection, that officer shall be placed at the bottom of the seniority list and will select their work shift last. Officers will remain on their selected shift preference until a re-bid occurs the following year. However, nothing in this provision waives the Chief's managerial rights and at their full discretion, can assign officers to other shifts, other than the ones that were selected, for legitimate operational needs. Shift bidding is subject to grievance procedure. The sergeant or Chief will give, except in exigent circumstances, at least five (5) working days advance notice of a change in the officer's contract year work shift to all officers affected by such a change.

### **Section 5.4 Overtime Pay**

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

### **Section 5.5 Court Time**

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

### **Section 5.6 Overtime Work**

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

### **Section 5.7 Call-Backs**

If an officer is contacted during non-scheduled time to resolve a work-related issue, and the officer addresses the issue remotely, they will be paid in increments of fifteen (15) minutes for the total time spent on the matter at the appropriate hourly rate. The fifteen (15) minutes begins when contact begins with the officer. The officer will be paid for the full fifteen minute increment regardless of whether or not they work the full fifteen minutes.

If an officer is called back to campus during non-scheduled time, they will be paid in increments of fifteen (15) minutes for all time spent on campus addressing the issue at the appropriate hourly rate, subject to Fair Labor Standards Act obligations. A non-exempt employee called back to work during non-scheduled time shall receive a minimum of two (2) hours pay at the appropriate hourly rate.

#### **Section 5.8 No Pyramiding**

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

#### **Section 5.9 Summer Work Schedule**

The regular workweek shall be reduced during the summer to four (4) days. Officers shall work thirty-two (32) hours during such four (4) day weeks. Full-time officers shall be paid for forty (40) hours. Officers may be scheduled when College offices are closed, based on need.

Vacation/leave days taken during such summer schedule by full-time officers shall be counted as eight (8) hours or thirty-two (32) hours for a full work week. Such officers shall not be regularly scheduled to work more than four (4) days during any such week, unless business circumstances arise.

Vacation/leave days for part-time non-exempt officers 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 officers shall not be regularly scheduled to work more than four (4) days during any such week, unless business circumstances arise.

Overtime pay will be applied after an officer has worked beyond the 40-hour work week, consistent with the Fair Labor Standards Act.

This section shall be reviewed for continuation at the termination of this contract.

#### **Section 5.10 Pay Procedures**

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

### **Article VI** **DISCIPLINE**

#### **Section 6.1 General**

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

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

#### **Section 6.2 Removal of Discipline**

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

#### **Section 6.3 Surveillance of Employees**

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

### **ARTICLE VII** **OFFICER WORN BODY CAMERAS**

The Chief (or designee) will adopt and implement a policy related to the use of officer-worn body cameras in accordance with the terms of this section and the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706. That policy and the related procedures are referred to as the "BWC Policy."

The BWC Policy will comply with the following provisions of the Act:

- The cameras must be equipped with pre-event recording, capable of recording at least thirty (30) seconds (but not beyond two (2) minutes) prior to camera activation.
- The cameras must be capable of recording for a period of ten (10) hours or more.
- The cameras must be turned on at all times when the officer is in uniform and is responding to calls for service or engaged in any law enforcement-related encounter or activity that occurs while the officer is on duty. These terms will be construed in accordance with the Act.
- If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.
- Officer-worn body cameras may be turned off when the officer is inside of a patrol car which is equipped with a functioning in-car camera; however, the officer must turn on the camera upon exiting the patrol vehicle for law enforcement-related encounters.
- Cameras must be turned off when required by the Act, including when the officer is interacting with a confidential informant used by the law enforcement agency, or when requested to turn them off by a victim or witness. However, an officer may continue to record or resume recording a victim or a witness, if exigent circumstances exist, or if the officer has reasonable articulable suspicion that a victim or witness, or confidential informant has committed or is in the process of committing a crime. Under these circumstances, and unless impractical or impossible, the officer must indicate on the recording the reason for continuing to record despite the request of the victim or witness.



- Cameras may be turned off when the officer is engaged in “community caretaking functions,” as defined by the Act. However, the camera must be turned on when the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is in the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.
- The officer must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable.
- The recording officer and his or her supervisor may access and review recordings prior to completing incident reports or other documentation, provided that the officer or his or her supervisor discloses that fact in the report or documentation.
- Recordings shall not be used to discipline law enforcement officers unless:
  - a formal or informal complaint of misconduct has been made;
  - a use of force incident has occurred;
  - the encounter on the recording could result in a formal investigation under the Uniform Peace Officers' Disciplinary Act;
  - as corroboration of other evidence of misconduct; or
  - violations of the General Orders are observed.

The potential criminal penalties, as well as any departmental discipline, which may result from unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer will be referenced in the BWC Policy.

The Parties acknowledge that the cameras used as of the time of execution of this Agreement could not be activated remotely. In the event the technology is acquired by the Employer for this purpose in the future, the Parties agree to negotiate the impact that this change would have on the BWC Policy at that time.

If the officer is giving a formal statement about the use of force or if the officer is the subject of a disciplinary investigation, the officer shall (a) have the option of reviewing the recordings in the presence of the officer's attorney or labor representative prior to making a statement during an interrogation; and (b) have the right to review recordings from other body-worn cameras capturing the officer's image or voice during the underlying incident prior to making a statement during an interrogation.

There is nothing in the BWC Policy that is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication that is protected by a legally recognized privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Any claim of privilege will be addressed and resolved pursuant to UPODA and the state and federal laws, when applicable. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

In the event of a conflict between an express provision of the BWC Policy and the Act, the Act will govern in all cases. If there is a material change of the Act (or the laws interpreting the Act), the Parties agree to negotiate the change and/or the impact of the change on the BWC Policy, if required by law.

Recordings made with the use of an officer-worn body camera are not subject to disclosure under the Freedom of Information Act, except as required by law.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **Section 8.1 Definition**

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

#### **Section 8.2 Grievance Procedure**

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

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

**Pre-Grievance Consultation:** The College and the Union agree that a number of potential grievances may be avoided if the affected officer and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the officer believes that, although the defined problem might be resolved by such discussions, when the officer would prefer that such consultations and discussions be held, on an informal basis, by a Union representative and a representative of the College. In such cases, the officer may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon the Union representative shall contact the officer's Sergeant or the Chief of Police. If the potential grievance is not resolved by this procedure, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

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

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

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

working days of the CHRO's receipt of the Step 3 grievance. If the grievance is not resolved, the CHRO will respond in writing within seven (7) working days.

### **Section 8.3 Arbitration**

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

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

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

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

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

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

### **Section 8.4 Limitations on Authority of Arbitrator**

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

### **Section 8.5 Time Limit for Filing**

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

### **Section 8.6 Skipping Steps**

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

### **Section 8.7 Fitness for Duty**

The College may dismiss an officer when the officer is unable to perform the essential functions of their job. Prior to the College's decision to dismiss an officer based on their inability to perform the essential functions of their job, the officer must submit to a medical examination performed by a licensed medical

professional, jointly selected by the College and the Union. If the College and the Union cannot jointly select a licensed medical professional, then the parties will use INSPE Associates, or another mutually agreed upon vendor, for an independent medical examination. The officer may file a grievance pursuant to Section 6.2 to appeal the College's dismissal decision.

#### **Section 8.8 Admissibility of Discipline**

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

### **ARTICLE IX** **NO STRIKE-NO LOCKOUT**

#### **Section 9.1 No Strike**

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

#### **Section 9.2 No Lockout**

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

#### **Section 9.3 Administrative or Judicial Remedies**

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

### **ARTICLE X** **HOLIDAY PAY**

#### **Section 10.1 Recognized Holidays**

The following days shall be paid holidays for officers:

New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
The Thursday of Spring Break  
The Friday of Spring Break  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day

**\*Election 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

\*In compliance with Illinois law, the College will provide Election Day as a holiday in even-numbered years. This is subject to change per Illinois law.

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

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

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

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

**Section 10.2 Payment on Emergency/Scheduled Closure Days**

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

**ARTICLE XI**  
**VACATION**

**Section 11.1 Vacation**

Officers will accrue vacation hours as follows:

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

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

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

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

Unused vacation leave hours may be carried over into the following fiscal year(s).

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

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

#### **Requesting and Scheduling Use of Accrued Vacation Time**

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

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

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

#### **Section 11.2 Field Training Compensation**

Any officer assigned to field train new officers or provide supplemental training shall receive a five percent (5%) adjustment of their current hourly pay for the duration of the training.

### **ARTICLE XII** **SICK LEAVE**

#### **Section 12.1 Sick Leave**

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

grandchild, or a legal guardian who has raised the employee.

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

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

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

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

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

### **ARTICLE XIII** **ADDITIONAL LEAVES OF ABSENCE**

#### **Section 13.1 Illinois Family Bereavement Leave Act (FBLA)**

Each officer shall be entitled to use a maximum of ten (10) work days of bereavement leave consisting of five (5) paid and an optional five (5) unpaid workdays, to: (1) attend the funeral or alternative to a funeral of an immediate family member; (2) make arrangements necessitated by the death of the immediate family member; (3) grieve the death of the immediate family member; be absent from work due to (4) a miscarriage; an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; a failed adoption match or an adoption that is not finalized because it is contested by another party; a failed surrogacy agreement; a diagnosis that negatively impacts pregnancy or fertility; or a stillbirth. The term "immediate family" shall mean the officer's spouse, domestic partner, child, daughter/son-in-law, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the officer. In addition, each officer may take one (1) bereavement leave of up to five (5) days for a person not on the above list during their employment at MCC.

Bereavement leave must be completed within sixty (60) days after the date on which the officer receives notice of the death of the immediate family member, or the date on which an event listed under reason #4 occurred.

An officer shall provide the College at least forty-eight (48) hours advance notice of intention to take bereavement leave, unless providing such notice is not practicable.

Reasonable documentation will be requested by HR. An officer using the benefit for an event listed in reason #4, will submit documentation via an FBLA form, to be completed by a health care practitioner.

The FBLA Act does not create a right for an officer to take unpaid leave that exceeds or is in addition to unpaid leave permitted by the Family and Medical Leave Act (FMLA).

If an officer chooses to use more than five (5) bereavement days, the officer may substitute accrued paid leave to cover up to five (5) unpaid bereavement workdays.

If a death in the immediate family occurs during an officer's scheduled vacation leave, it will be considered "bereavement leave" and not vacation leave. To be eligible for this provision, the affected officer must submit proof of death.

#### **Section 13.2 Light Duty**

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

#### **Section 13.3 Jury Duty**

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

#### **Section 13.4 Military Leave**

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

#### **Section 13.5 Personal Leave**

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

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

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

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

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

### **ARTICLE XIV** **WAGES**

The established compensation base for new officer hires is \$28.69/hour. The base amount will be adjusted 1.5% every year for the duration of this collective bargaining agreement.



Each currently employed officer will receive a Notification of Assignment by September 1 with their compensation for the first year of the collective bargaining agreement. Annual salary increases will be calculated with a three percent (3%) increase for each year within the contract, effective every July 1.

An officer must be employed at the College in their currently held position before April 1 to be eligible for an annual increase.

## **ARTICLE XV** **INSURANCE**

### **15.1 Hospitalization/Medical Insurance**

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

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

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

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

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

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

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

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

**ARTICLE XVI**  
**TUITION**

**Section 16.1 Reimbursement for Educational and Professional Learning**

Tuition, registration, fees, course materials, and book costs shall be reimbursed at 100% out of pocket costs to a maximum of \$4,000 for full-time and \$2,000 for part-time officers per fiscal year for supervisor pre-approved educational and professional learning taken at a regionally accredited institution or other organizations as approved by the College, with prompt payment upon successful completion ("C" or better, if applicable).

In order to qualify for reimbursement, an Educational and Professional Learning application must be completed by the officer and preapproved by the supervisor. The activity must be directly related to the officer's current job at the College, or must be related to the advancement of the officer's professional or future career interests and be of benefit to the College. If the activity is not directly related to the officer's current job at the College, the officer shall indicate in the educational action plan how it will advance his, her or their professional or future career interests and be of benefit to the College. The application for reimbursement shall not be arbitrarily denied.

To be eligible for reimbursement the officer must be employed by MCC on the date of completion of the course. To receive reimbursement, the officer must submit a completion report to the Office of Human Resources within sixty (60) calendar days from the completion of the activity.

**Section 16.2 Tuition Waiver**

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

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

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

**Section 16.3 Professional Development**

An officer employed with the McHenry County Police Department will receive an annual professional development non-SURS eligible payment in the amount of one thousand dollars (\$1,000.00). This payment shall be utilized to enhance and develop job-related activities. Officers will not be required to seek prior approval for the professional development activity, nor are they required to provide receipts for usage of the payment. To be eligible for the professional development payment, a police officer must have completed at least one (1) year of continuous full-time service and a satisfactory performance rating. The professional development payment will be distributed through the first payroll run in October.

Officers are not eligible for Educational and Professional Learning Monetary Awards.

**ARTICLE XVII**  
**LAYOFF AND RECALL**

**Section 17.1 Notice of Layoff**

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

**Section 17.2 Recall**

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

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

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**Section 18.1 Bulletin Board**

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

**Section 18.2 Visit by a Union Representative**

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

**Section 18.3 Non-Discrimination**

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

**Section 18.4 Outside Employment**

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

Prior to an officer accepting secondary employment, the officer must notify the Chief in writing of the

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

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

#### **Section 18.5 Immunization**

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

#### **Section 18.6 Drug and Alcohol Testing**

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

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

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

### **ARTICLE XIX** **SAVINGS CLAUSE**

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

**ARTICLE XX**  
**ENTIRE AGREEMENT**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing in this agreement shall be a waiver of a parties' right to demand to mid-term or impact bargain for the duration of this agreement.

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

## **APPENDIX A**

### **DEFINITIONS**

#### **Board**

The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 528 operating as McHenry County College, as established and pursuant to Illinois Compiled Statutes, Chapter 122, and its authorized representatives.

#### **Chief**

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

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

#### **CHRO**

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

#### **College or Employer**

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

#### **Emergency Conditions**

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

#### **Fiscal Year**

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

#### **Leaves**

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

#### **Officer**

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

#### **Seniority**

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

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

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

**Time Construction**

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

**Working Days**

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

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

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



**This Agreement becomes effective upon ratification by both parties and shall continue in full force and effect through June 30, 2030.**

**Agreed and Attested to Upon Ratification by Both Parties**


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

By:   
Suzanne Hoban, Chair, Board of Trustees

8/28/25  
Date

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

By:   
Keith George, MAP President

By:   
Jon Plimpton, MCC MAP President

9/4/2025  
Date