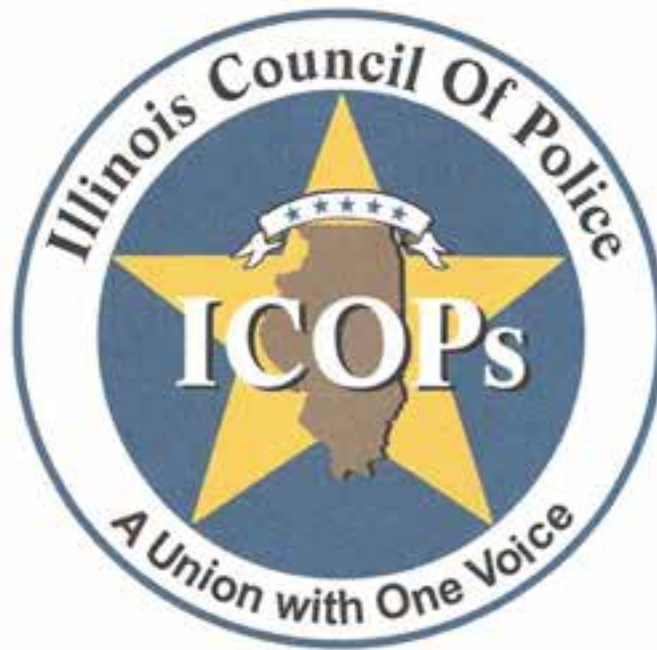


AGREEMENT



Between

Illinois Council of Police

and

Village of Manhattan, Illinois

Covering

Manhattan Part-Time Patrol Officers

May 1, 2020 through April 30, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF MANHATTAN

AND

ILLINOIS COUNCIL OF POLICE

**COVERING MANHATTAN
PART-TIME PATROL OFFICERS**

MAY 1, 2020 TO APRIL 30, 2025

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PREAMBLE



This Agreement entered into by the Village of Manhattan, Will County, Illinois, hereinafter referred to as "Village" or "Employer" and the Illinois Council of Police, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION

Section 1.1 Recognition

Pursuant to the certification by the Illinois Labor Relations Board, the Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for all part-time sworn officers within the police department of the Village of Manhattan. None of the provisions of this Agreement shall be construed to require either the Employer or the Union to violate any Federal or State Laws.

Section 1.2 Probationary Period - Part-time Employees

All newly employed part-time police officers shall serve a probationary period of one calendar year from date of employment. During the probationary period, the officer shall be an employee at-will and may be disciplined or discharged without notice and without cause. With respect to discipline and/or discharge, the grievance procedure shall not be available to a probationary police officer.

Section 1.3 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Management Rights

All the functions of management of the operations of the Village of Manhattan and the direction of its police officers which are not limited by the express language of this Agreement are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by police officers; to establish number and classifications of positions; to determine the size of the workforce; to discipline, or discharge police officers for just cause; to maintain discipline, order and efficiency; to make, enforce and modify reasonable rules and regulations; to introduce new and improved methods, materials, equipment or facilities; and to change or eliminate existing methods, materials, equipment or facilities; to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the Village; to direct the work force; to hire and assign or to transfer employees within the department or other police related functions; to lay off or relieve employees due to lack of work or funds; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency, provided that no right enumerated herein shall be exercised or enforced in manner contrary to this Agreement unless it is necessary in the event of an emergency.

ARTICLE III
NO STRIKE CLAUSE

Section 3.1 No Strike

No police officer covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down or withholding of services. The Union agrees that neither it nor any of its officers, agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slow down or withholding of services during the term of this Agreement, as a result

of a labor dispute with Employer for any reason whatsoever. All police officers covered by this agreement occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other police officers, and shall encourage police officers violating this paragraph to return to work.

Section 3.2 Union's Responsibility

Should any activity proscribed in Section 1 of this Article occur the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employer in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonable appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

Section 3.3 Discipline of Violators

The employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure.

Section 3.4 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

ARTICLE IV
COMPENSATION AND HOURS OF WORK

Section 4.1 Application

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

Section 4.2 Compensation

The base salary of officers shall be in accordance with Exhibit A.

Section 4.3 Hours of Work and Overtime

The parties recognize that the purpose of part-time employees is to fill in for and/or supplement the full time sworn workforce.

4.3.1 Mandatory Scheduling

The Employer retains the right to schedule all work hours for part-time employees in its sole discretion. Employees shall be required to report on the days and times as Scheduled by the Employer. Part-time Officers will notify the Village in advance their availability to work the shifts the Village has designated to be filled by Part-time Officers for each schedule period.

4.3.2 Overtime

Employees shall receive overtime pay for all time worked in excess of forty (40) hours in a seven (7) day work period or any hours worked in excess of eight (8) hours during the Irish Fest special event. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay.

Patrol Officers shall be permitted one thirty (30) minute meal period during each shift. Patrol Officers shall remain on duty and within Village limits during meal periods.

Section 4.4 Holidays

Officers who work on any of the holidays listed below will be paid at the rate of one and one half (1½) times their regular rate of pay.

Holidays are:

New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Section 4.5 Court Time/Weapon Qualification Compensation

Employees who would otherwise be off-duty shall receive a minimum of three (3) hours' pay at their applicable hourly rate of pay when appearing in court on behalf of the Village, or when required to qualify to meet the State Standard for weapons proficiency or any required by the Department for weapons/range training, in the capacity of a commissioned officer, so long as either the State or Department training is either scheduled or approved by the Chief.

Section 4.6 No Pyramiding

Pyramiding of wages or benefits shall not be permitted.

ARTICLE V
UNION SECURITY AND DUES

Section 5.1 Dues Checkoff

The Village shall deduct Union dues from the salary of each employee covered by this Agreement in amounts as determined and certified from time to time to the Village by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform

for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (every two weeks) that the Village normally pays its Police Department employees.

Section 5.2 Indemnification

The Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with any provisions of this Section. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 5.3 Union Representatives

The Village recognizes the right of the Union to select Chapter Representatives, and the Union agrees to furnish the Village, within two weeks of ratification of this Agreement, with the names of the Chief Chapter Representative and any other Representatives selected by the Union. The chief Chapter Representative shall be deemed as the Union's official spokesperson. Union representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1 Definition

A grievance is defined as any disagreement between the Union or an employee and the Employer over the interpretation or application of any express provisions of this Agreement.

Section 6.2 Grievance Steps

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1. CHIEF OF POLICE

Any employee who has a grievance shall submit the grievance in writing to the Chief of Police or his designee. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, except that for errors in pay, the time period shall be twenty (20) business days. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. The Chief or his designee shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2. VILLAGE ADMINISTRATOR

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Administrator or his/her designee, within five (5) business days after receipt of the Employer's answer to Step 1. Within fifteen (15) business days of receipt of the Grievance at Step 2, the Administrator or designee shall offer to set a meeting to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Administrator, or designee, shall provide a written answer to the grievant and the Union within fifteen (15) business days following their meeting.

Step 3. ARBITRATION

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Board's answer provided to the Union at Step 2:

- A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a

panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing in the greater Chicago area. Both the Village and the Union shall each have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall alternatively strike names from the panel. The order of Striking names shall be determined by a coin toss with the losing party striking the first and third names. The remaining person shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Village representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.3 Limitations on Authority of Arbitrator

The power of the arbitrator shall be limited to the interpretation and application of the written provisions of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue(s) raised by the grievance as submitted to the Village at Step 1 or Step 2, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit his written decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties.

Section 6.4 Miscellaneous

6.4.1 A business day is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by Village.

- 6.4.2 No grievance may be filed outside of the time limits provided in Section 11.2, Step 1. No grievance filed after the foregoing period shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal.
- 6.4.3 Any decision not appealed by the Union or the grievant as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended by mutual written agreement of the grievant and the Village.
- 6.4.4 No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.
- 6.4.5 Oral and written reprimands are not subject to the Arbitration process specified in Article VI, Section 6.2, Step 3. Instead, the decision at Step 2 shall be final and otherwise non-appealable.

ARTICLE VII
NON-DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate applicable laws. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE VIII
DISCIPLINE

Section 8.1 Police Officers' Bill of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Uniform Peace Officers' Disciplinary
Manhattan Part-time

Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline, akin to NLRB v. Weingarten, Inc., 420 U.S. 251, 88 LRRM 2689, and similar cases. The parties recognize and agree that such representative present during such questioning does not have a right to present evidence or argument on behalf of the employee, and may not interrupt or interfere with the questioning process except to the extent allowed by State law.

Section 8.2 Discipline

The Employer agrees with the tenets of progress and corrective discipline where appropriate.

Discipline may include but not be limited to the following forms:

- (A) Oral warning, with documentation of such filed in the employee's personnel file, with copy sent to the Union office.
- (B) Written reprimand, with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay, with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge, with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's decision to discipline. The employee shall be informed of the basis for such action. Furthermore, upon request of the employee, a representative of the Union shall be allowed to be present and participate in such discussions.

ARTICLE IX PERSONNEL FILES

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act" (820 ILCS 40/0.01).

ARTICLE X
UNIFORM BENEFITS

Section 10.1 Uniforms

Uniforms shall be prescribed by the Employer. Uniforms shall be allotted to each Employee upon hire. Uniforms shall remain the property of the Employer. Uniforms shall be replaced by the Employer, as necessary, due to fair wear and tear. The cost of required uniform replacement, due to other than fair wear and tear, as determined by the Employer, shall be paid by the Employee.

Section 10.2 Basic Issue

Part-time

- 2 long sleeve shirt
- 2 short sleeve shirt
- 2 pant
- 1 windbreaker
- 1 winter coat
- 1 tie
- 2 name tags
- 1 star
- 1 cap
- 1 protective vest (to be replaced according to the suggested manufacturer guidelines)
- 1 protective vest carrier
- Authorized leather gear (duty belt, holster, etc.) when needed

ARTICLE XI
OFF DUTY EMPLOYMENT

The Village reserves the right to approve part-time employment requests. Part-time Village Police employees may not carry on, concurrently with their public service, any private business, undertaking or employment, attention to which affects the time or quality of their work, or which casts discredit upon or creates embarrassment for the Village Government. No Village uniforms or equipment may be used for off duty employment.

Extra duty employment shall be defined as employment for which the Village is reimbursed by the entity seeking security from Village employees. Employees working extra duty employment shall be compensated at a rate of Thirty dollars (\$30.00) per hour.

ARTICLE XII
SENIORITY

Section 12.1 Seniority

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous part-time service in rank with the Village since the police officer's last date of hire. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days consecutive. An employee's seniority shall entitle such employee only to such rights as are specifically provided for in this Agreement

Section 12.2 Loss of Seniority

An employee shall lose all seniority credit in the event of the following:

Voluntary or involuntary termination

- a. An employee fails to give written notice of intent to return to work within 3 days of a notice for recall.
- b. An employee is absent without leave from work for one (1) day without advising the Employer

The employee is retired.

Section 12.3 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated on an annual basis,

ARTICLE XIII SICK CALLS

All absences from work, including illness, must be reported to the Supervisor in charge a minimum of one (1) hour prior to the assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action. If an officer becomes ill during working hours, he must notify his supervisor before leaving work.

Section 13.2 Immunizations and Inoculations

The Village agrees to pay all expenses for inoculation or immunization shots for the employee and when such becomes necessary as a result of said employee's exposure to a contagious disease which has occurred in the line of duty. For purposes of this Paragraph, a "contagious disease" is one which is readily transmittable from person to person as a result of close proximity, and for which an inoculation or immunization is readily available .

ARTICLE XIV
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XV
RATIFICATION

This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XVI
ENTIRE AGREEMENT

This agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements verbal or written or based on alleged past practices between the employer and the Union.

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 the understandings and agreements arrived at by the parties after the exercise of that 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 by this Agreement, including the impact of a decision by the Village on an inherent managerial policy, even

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. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement. Therefore, this Agreement constitutes the sole, entire existing Agreement between the parties hereto, supersedes all prior agreements, oral and written, expressed or implied between the Village and the employees' representative and expresses fully and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement

ARTICLE XVII
TERM


This Agreement shall be effective upon its execution by both parties and shall remain in force and effect until April 30, 2025. Not earlier than ninety (90) days preceding expiration, either party may notify the other in writing of its desire to modify the terms of this Agreement.

VILLAGE OF MANHATTAN

ILLINOIS COUNCIL OF POLICE



Richard L. Bruno
President



David Podkul
Manhattan Chapter Representative

EXHIBIT A
WAGE SCHEDULE

PART-TIME PATROL OFFICERS:

	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Wage Rate For all Part-time Police Officers	\$23.75	\$24.50	\$25.25	\$26.00	\$27.00

All Wages will be retroactive to May 1, 2020 for those employed as a part time police officer with the Village of Manhattan on the date of ratification of this Agreement.