

Collective Bargaining Agreement

Between

Village of Manhattan

And

ILLINOIS COUNCIL OF POLICE

Covering
Full-Time Patrol Officers

May 1, 2022 through April 30, 2026

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PREAMBLE

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

In consideration of the mutual promises, covenants, and agreements contained herein, the parties do mutually agree as follows:

ARTICLE I - RECOGNITION

Section 1.1 Recognition

Pursuant to the certification by the Illinois Labor Relations Board Case NO. S-UC-(S)-20-003, the Employer recognizes the Illinois Council of Police as the exclusive bargaining representative for the purpose of collective bargaining for wages, hours, and terms and conditions of employment for employees in the following classifications:

Included: All full-time sworn police officers employed by the Village of Manhattan in the rank of Patrol Officer and below.

Excluded: All other employees employed by the Village of Manhattan; including all elected officials of the Village of Manhattan; and all other managerial, supervisory, confidential and professional employees including Police Officers in the rank of Sergeant and above of the Village of Manhattan as defined by the Act.

Section 1.2. Probationary Period

All newly employed full-time police officers shall serve a probationary period of twelve (12) months. During the probationary period, the officer may be disciplined or discharged without cause. The grievance and arbitration procedure shall not be available to a probationary police officer for discipline or discharge. The probationary employee shall be entitled to all other contractual rights and benefits of the Agreement.

Section 1.3 Gender

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

Section 1.4 Residency

There shall be no residency requirement for members covered by the terms of this Agreement.

Section 1.5 Bulletin Boards

The Employer shall provide a Union bulletin board at the police station. The Board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

ARTICLE II - MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, all the functions of management of the operations of the Village and the direction of its employees 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 its employees; to establish number and classifications of positions; to discipline, or discharge employees for just cause; to discipline, or discharge probationary employees without 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, budget, operations and to set forth all standards of service offered to the public; to plan, direct, control and determine the hours of work and shifts per week and to change work schedules; to hire and assign or to transfer employees within the department or other police related functions; to require employees to work overtime; to lay off or relieve employees due to lack of work or funds; to contract out for goods and services.

In the event the Village President or Village Administrator, in their sole discretion, declares that a civil emergency exists, the provisions of the Agreement may be temporarily suspended in order to meet the needs of the community, provided that wages and monetary fringe benefits shall not be suspended.

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 the Agreement, as a result of a labor dispute with Employer for any reason whatsoever.

In the event of a violation of this Section, the Union shall immediately disavow such action and request the Employees return to work and shall use its best efforts to achieve a prompt resolution of normal operations.

Section 3.2. No Lockout

During the term of this Agreement, the Employer shall not lockout members of the bargaining unit.

Section 3.3. Discharge 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 on their behalf, shall have no recourse to the grievance procedure, except as to the issue of whether an employee participated in the prohibited action.

ARTICLE IV - UNION SECURITY AND DUES

Section 4.1. Union Membership

The Employer does not object to Union membership by its employees. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership. An employee may refrain from membership by notifying the Union and Employer in writing that the employee has opted out of being a member.

Section 4.2. Dues Checkoff

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

Section 4.3. New Employees

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with the new employees within thirty (30) days of hire to discuss the benefits of Union membership.

Section 4.4. Electronic Authorization

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

Section 4.5. Indemnification

The Illinois Council of Police agrees to indemnify and hold harmless the Employer, 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 or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, including Employer's reasonable legal expended incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

Section 4.6 Union Representatives

The Village agrees that representatives of the Union shall have reasonable access to designated areas of the Police Department premises during normal Village Hall working hours with advance to notice to the Chief. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The Village reserves the right to designate the accessible areas as provided herein.

ARTICLE V - COMPENSATION AND HOURS OF WORK

Section 5.1. 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 5.2. Compensation

The base salary, step movement and placement of officers on the salary schedule shall be in accordance with Appendix B.

Section 5.3 Hours of Work and Overtime

Officers assigned to patrol shall be assigned to a straight twelve-hour shift schedule. Officers not assigned to patrol may be assigned to any of the following shift assignments.

5.3.1 Eight-Hour Shift

Employees who are assigned to an eight-hour shift shall receive overtime pay for all time worked in excess of eighty (80) hours in a fourteen (14) day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of this Article, time worked shall include only that time spent on duty and all authorized paid time off.

Employees shall be permitted two (2) fifteen (15) minute rest periods, one (1) to be taken at a reasonable time during the first half of the shift and one (1) to be taken at a reasonable time during the second half of the shift, and one (1) thirty (30) minute meal period during each shift. Employees shall remain on duty during rest and meal periods unless authorized to leave by the Chief or his designee.

5.3.2 Modified Twelve-Hour Shift

The modified twelve-hour shift shall provide for a combination of twelve (12) hour shifts with one (1) eight (8) hour shift within a fourteen (14) day work period to be determined by the Village. Employees who are assigned to the modified twelve (12) hour shift shall receive overtime pay for all time worked in excess of eighty (80) hours in a fourteen (14) day work period. 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. For purposes of this Article, time worked shall include only that time spent on duty and all authorized paid time off.

While working the eight-hour shift, employees shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one thirty (30) minute meal period during each shift. While working the twelve-hour shelf, employees shall be permitted two (2) fifteen (15) minute rest periods and one forty-five (45) minute meal period during each shift. Employees shall remain on duty during rest and meal periods. Employees shall remain within Village limits during rest and meal periods unless authorized to leave by the Chief or his designee.

5.3.3 Straight Twelve-Hour Shift

Employees who are assigned to a twelve-hour shift receive overtime pay for all time worked in excess of eighty-four (84) hours in a fourteen (14)-day work period. 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. For purposes of this Article, time worked shall include only that time spent on duty and all authorized paid time off.

While working the twelve (12)-hour shift, employees shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one forty-five (45) minute meal period during each shift. Employees shall remain on duty during rest and meal periods. Employees shall remain within Village limits during rest and meal periods unless authorized to leave by the Chief or his designee.

5.3.4 Change of Shift Type

If the Employer determines to change an employee's shift assignment between Eight (8) Hour Shifts, twelve (12) hour shifts or Modified Twelve (12) Hour Shifts, it shall provide the employee with twenty-eight (28) day notice prior to the change. If an employee is assigned to training, he or she will be assigned to eight (8)-hour shifts and will be given seventy-two (72) hours' notice of the change in schedule for training. If an employee is assigned to a modified or light duty assignment or requests a leave of absence (other than vacation time) that last longer than two weeks; the employee will be assigned to eight (8)-hour shifts. However, nothing herein is intended to obligate the employer to create or assign an employee to light or modified duty.

5.3.5 Investigations

An Officer assigned to investigations (also known as Detective) holds the same rank as an officer assigned to patrol.

An officer assigned to investigations shall be scheduled a combination of shifts ranging between eight and twelve hours in length for a total of eighty four (84) hours during the fourteen (14) day work period to be determined by the Village (2,184 hours per year). Due to the nature of investigations, the scheduled hours and days may vary when necessary to meet the needs of the department. An officer who is assigned to investigations will be assigned a work schedule by the Chief of Police or his designee.

An officer assigned to investigations shall be compensated at a rate of one and one-half (1 ½) times the officer's regular hourly straight time rate of pay for all time worked in excess of eighty four (84) hours in a fourteen (14) day period. Time worked shall include only time spent on duty and all authorized paid time off.

An officer assigned to investigations will accrue benefit time off in the same manner as an officer assigned to patrol on a 2,184 hour schedule. Also, an officer assigned to investigations will receive the same uniform allowance as an officer assigned to patrol.

While working shifts less than ten (10) hours, the employee shall be permitted two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period during each shift. While working shifts ten (10) hours or longer, the employee shall be permitted two (2) fifteen (15) minute rest periods and one (1) forty five (45) meal period during each shift. Employees shall remain within Village limits during rest and meal periods unless authorized to leave by the Chief or his designee.

An officer assigned to investigations is a temporary assignment and may be required to temporarily work as a patrol officer if assigned by the Chief of Police or his designee. An officer assigned to investigations will be given at least thirty (30) days' notice if he is being reassigned to patrol on a permanent basis.

Section 5.4 Premium Pay

In the instance an officer is working overtime or working on a holiday, the officer will be paid Officer in Charge pay or Field Training Officer pay, in addition to the overtime rate or holiday premium rate, when the officer is assigned those duties during the overtime or on a holiday.

Section 5.5 Trading Shifts

Employees shall be permitted to trade shifts with other employees when requested in writing by all employees concerned and provided that prior approval has been received from the Chief or his designee. The trading of shifts shall not result in the Village paying overtime for any work as a result of the trade of shifts.

Section 5.6 Court Time

Employers 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 in the capacity of a commissioned officer.

Section 5.7 Call Back

A call-back is defined as an official work assignment which does not continuously precede or follow an employee's scheduled working hours. An employee called back to work under this Section after having left work shall receive a minimum of two (2) hours' pay at their applicable hourly rate of pay, unless the individual is called back to rectify his own error or unless the time extends into his regular work shift. Scheduled overtime shall not be considered a call-back under this section.

Section 5.8 Overtime

The Employer shall have the right to require overtime work and employees may not refuse overtime assignments. When overtime shifts become available, they will be posted as soon as practicable. If overtime becomes available with more than ten (10) days' notice, officers will be allowed to bid for the overtime opportunity, and it will be awarded to the most senior officer. Part-time officers will have priority over full-time officers for overtime assignments.

If nobody bids for the shift, the Command Staff will assign the overtime shift to a bargaining unit member allowing at least seven (7) days' notice to the assigned officer, if practicable.

When an overtime shift becomes available with less than ten (10) days' notice, the Command Staff may assign the shift to a full-time or part-time, without posting it. The officer assigned to the overtime shift will be notified as soon as practicable.

If it is established that an employee was improperly denied an overtime assignment under this section, the remedy shall be that said employee shall have first preference for the next overtime assignment appropriate for employee.

Section 5.9 Pay Rate Calculation

For purposes of calculating the hourly rate of an 8-hour and Modified 12-hour shifts, the employee's annual salary on the 2080 scale shall be divided by two thousand eighty (2080) hours. For purposes of calculating the hourly rate of Straight 12-hour shifts, the employee's annual salary on the 2184 scale shall be divided by two thousand, one hundred, and eight-four (2184) hours.

Section 5.10 Compensatory Time

In lieu of receiving overtime pay as monetary compensation pursuant to Section 5.3, an employee may elect to receive compensatory time subject to the provisions of this section. An employee may accrue up to thirty six (36) hours of compensatory time. Once compensatory time is used, the employee may replenish their compensatory time bank. The taking of compensatory time off shall be subject to approval of the Chief. Compensatory Time may only be banked and used in no less than one (1) hour increments. Upon separation from employment, employees shall be paid for all accumulated compensatory time at the employee's then current rate of pay.

Section 5.11 Officer –In-Charge

When an employee is assigned by the Chief or his designee to act as an officer-in-charge during a patrol shift in which no higher-ranking officer, excluding the Chief, is on duty (whether patrol or not), the employee shall receive additional compensation of \$3.00 per hour for each hour that the employee acts in that capacity.

Section 5.12 Field Training Officer

When an employee is assigned by the Chief or his designee to perform the duties as field training officer, the employee shall receive additional compensation per hour for each hour that the employee has been scheduled by the Chief or his designee and is actively training new officers. The amount of the compensation will be three dollars (\$3.00) per hour for the life of this Agreement.

Section 5.13 K9 Officer Stipend

Officers assigned as K9 Officer will work the normal 2,184 patrol schedule. The K9 Officer will be permitted to exercise or train the canine while on duty, up to one hour per shift. The K9 officer will be issued a stipend of \$75.00 per pay period to compensate the officer for routine training, maintenance, and grooming of the canine.

Section 5.14 Daylight Saving Time Provision

In the Spring, when the clocks Spring-forward, the officers on duty will be paid for that hour. In the Fall, when clocks Fall-back, the officers on duty will be paid for the extra hour if actually worked.

ARTICLE VI - VACATION

Section 6.1 Vacation Accrual

Vacation leave with pay shall be earned by full-time employees and accrued pro rata on a pay period basis (26 pay periods per year) in accordance with the following schedule.

2080 Schedule

Start of employment:	10 days/year	or 3.077 hours per period*
Start of 5 th year of service:	15 days/year	or 4.616 hours per pay period*
Start of 10 th year of service:	20 days/year	or 6.154 hours per pay period*
Start of 15 th year of service:	25 days/year	or 7.693 hours per pay period*

* Based on twenty-six (26) pay periods per year

2184 Schedule

Start of employment:	10 days/year	or 4.615 hours per period*
Start of 5 th year of service:	15 days/year	or 6.923 hours per pay period*
Start of 10 th year of service:	20 days/year	or 9.231 hours per pay period*
Start of 15 th year of service:	25 days/year	or 11.538 hours per pay period*

Vacation leave with pay may not be taken during the first six (6) months of employment. After the employee's first six (6) months of employment, vacation is available for use upon its accrual.

Section 6.2 Vacation Usage

- A. All vacations shall be schedule with the approval and consent of the Police Chief.
- B. Employees may have a maximum of one and a half (1 ½) times of their annual accrual at any given time. Vacation time in excess of the maximum will be forfeited.
- C. A vacation day shall not be charged should a holiday fall during an employee's scheduled vacation period.
- D. The Department shall employ an annual vacation selection by seniority, except that Sergeants shall have selection priority over patrol officers, with all bargaining unit members in one selection pool. As between Sergeants, rank seniority shall govern. Each employee shall be permitted to pick a maximum of eighty (80) hours of vacation for 2080 scheduling and 96 for 2184 scheduling at the annual vacation selection. Subsequent to the annual selection, vacation shall be selected on a first come first serve basis.
- E. The employer will either approve or deny vacation time within seven (7) calendar days after the request was submitted.

ARTICLE VII - HOLIDAYS

Section 7.1 Holidays

The following are paid holidays:

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

Section 7.2 Holiday Pay/Holiday on Day Off

- A. Employees required to work during any one (1) of the holiday periods listed above shall receive eight (8) hours of premium pay when working a 2080 schedule and twelve (12) hours of premium pay when working a 2184 schedule at the employee's straight time rate. In addition, affected employees shall be compensated at one and a half (1 ½) times their regular rate of pay for the actual hours worked.
- B. Employees not scheduled to work a holiday shall receive eight (8) hours of straight time pay for 2080 schedules and twelve (12) hours of straight time pay for 2184 schedules.
- C. In order to receive holiday pay, the employee must work their regularly scheduled shifts prior to and after the holiday, unless their absence is excused by the Employer.
- D. An employee must be employed for thirty (30) days in order to be eligible for holiday pay.

ARTICLE VIII - LEAVE OF ABSENCE

Section 8.1 Absence from Work

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 8.2 Sick Leave

Sick leave may only be used for illness of the employee, or for the illness of the employee's immediate family which requires the presence of the employee for care. For purposed of this section, immediate family is defined as the following members of the employee's family who reside with the employee: spouse, child (including stepchild), employee's parent. Sick leave may also be used to extend an approved funeral leave from three days to five. If the duration of the illness lasts longer than one (1) day, the employee must notify the Chief of Police and/or his designee daily. An employee may be required, after three (3) consecutive shift absences, to furnish a certificate from a licensed physician to support their sick leave claim; such certification must be approved by the Chief for continuance of sick leave benefits. An employee who has three (3) events of sick leave usage in a six (6) month period may be required to furnish a certificate from a physical to support the sick leave claim or any further sick leave usage for the six (6) month period following the third event. The employee may be required to be examined by a physical designated by the Village at the expense of the Village.

Section 8.3 Sick Leave Accrual and Usage

In order to use accrued sick leave and receive compensation while absent the employee shall comply with the provisions of Sections 8.1 and 8.2. The deduction for sick leave used shall be in increments of one (1) hour.

Patrol Officers assigned to a 2,184 hour per year schedule shall accrue 4.615 hours of sick leave per pay period. Employees assigned to a 2,080 hour per year will accrue sick leave at the rate of 3.07 hours per pay period. An employee shall receive credit for a month worked if that employee has worked at least one-half of the workdays in a calendar month, or has been absent on a paid leave at least one-half of the workdays in a calendar month, or any equivalent combination of work and paid leave.

An employee may accumulate sick leave to a maximum of 1920 hours.

At retirement for employees with a full time hire date prior to May 30, 2019, unused sick time may be applied towards the payment of health insurance with the Village's group health plan. The employee must have a minimum of 400 unused sick hours to qualify for this benefit. The conversion of sick time shall be based on the employee's hourly rate on the day of the retirement. In the event funds in the employee's account are depleted or the employee does not have sufficient sick time to qualify for this benefit, the employee is responsible for the premium.

Section 8.4 Funeral Leave

In the event of the death of a member of the employee's immediate family the Chief of his designee shall grant time off with pay not to exceed three (3) consecutive work days. For purposes of this section, immediate family is defined as the employee's spouse, mother, father, child, sister, brother, spouse's parents and grandparents, including step and in-law relationships. A new employee must have completed sixty (60) continuous days of employment to be eligible for funeral leave.

Section 8.5 Military Leave

Military leave shall be granted in accordance with state and federal law.

Section 8.6 Jury Duty

Employees shall receive their regular base pay for the time spent on Jury Duty upon signing and remitting their Jury Duty check to the Village.

Section 8.7 Family and Medical Leave

Family and medical leave shall be granted in accordance with the Village's FMLA policy.

Section 8.8 Personal Time

All employees on a 2080 per year schedule shall earn personal leave at a rate of 0.923 hours per pay period (24 hours per year), based on twenty-six (26) pay periods per year. All employees on a 2184 hour per year schedule shall earn personal leave at a rate of 1.385 hours per pay period (36 hours per year) based on twenty-six (26) pay periods per year. After ninety (90) days of employment, personal leave is available for use

upon its accrual. Personal leave may be accumulated to a maximum of sixty (60) hours. Personal leave in excess of the maximum will be forfeited, unless operational requirements of the Employer prevent usage, in which case alternate personal leave shall be scheduled. No personal leave can be earned during an unpaid leave of absence.

Employees must request personal leave at least twenty-four (24) hours in advance where practicable and have the approval of their supervisor or department manager. Personal leave may not be taken in less than one (1) hour increments.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 9.1 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 9.2 Processing of Grievance

Grievances may be processed by the employee, a group of employees, or the Union on behalf of itself or an employee or group of employees. The Union may have the grievant present at any step of the grievance procedure. The grievant and one (1) employee representative shall be given reasonable paid time off to participate in the grievance steps, if the meetings are conducted during the employee's scheduled work time. The grievant shall be entitled to Union representation at any step of the grievance procedure.

Section 9.3 Time Limits

A grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days of when the employee or Union, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. No grievance shall be entertained or processed unless it is filed and processed within the time limits provided in this Article. If a grievance is not appealed within the time limits for appeal set forth in this Article, it shall be deemed settled on the basis of the last answer of the Village. If the Village fails to provide an answer within the time limits set in this Article, the grievance shall be considered to be denied, and the grievance may be immediately appealed to the next step as provided herein. The parties may by mutual written agreement extend any time limits. The parties may also by mutual written agreement bypass any step of the grievance procedure.

Section 9.4 Grievance Steps

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 (Grievance Form attached as Appendix C). 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 in accordance with Section 9.3. The Chief or his designee shall offer to meet with the Grievant and a Union representative within fourteen (14) calendar days of the filing of the grievance or at such time as is otherwise agreed by the parties. The Chief or his designee shall render a written response to the grievant within fourteen (14) calendar days after the grievance meeting.

Step 2. VILLAGE ADMINISTRATOR

If the grievance is not settled at Step 1, the employee may appeal the grievance to Step 2, by submitting the grievance, in writing, to the Village Administrator or his designee shall offer to meet the grievant and a Union representative within fourteen (14) calendar days of receipt of the appeal or at such time as is otherwise agreed by the parties. The Village Administrator or designee shall submit a written answer to the grievant and the Union within fourteen (14) calendar days following the 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, only the Union may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Village Administrator's answer provided to the Union at Step 2:

- A. In the absence of agreement after twenty (20) calendar days on the selection of a neutral arbitrator, the parties shall file 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 with officers either in the FMCS Metropolitan or Illinois Sub-region. Both the Village and the Union shall each have the right to reject one panel in its entirety 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 first. The remaining person shall be the arbitrator.
- B. The arbitrator shall be notified of their 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 compensation its own representatives and witnesses.

Section 9.5 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 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 9.6 Miscellaneous

9.6.1 The Village and the Union shall have the right to request the Arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

9.6.2 By mutual agreement, more than one (1) grievance may be submitted to the same Arbitrator.

9.6.3 In the event that the parties desire to settle a grievance, such settlement shall be in writing executed by both parties.

ARTICLE X - 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 XI - DISCIPLINE

Section 11.1 Discipline

11.1.1 Discipline Levels

Discipline for non-probationary employees shall be imposed for just cause. Discipline may include the following forms:

- A. Oral warning
- B. Written Reprimand
- C. Suspension without pay
- D. Discharge

11.1.2 Contesting Discipline – Oral and Written Reprimands

Oral and written reprimands shall be subject to the grievance procedure as found in the Grievance Procedure Article of this Agreement, but not subject to arbitration, or to determination by the Board of Fire and Police Commissioners, at the election of the Officer affected. Once an employee elects a procedure for review of an oral and written reprimand neither the officer nor the Union shall have recourse to the other method of review.

11.1.3 Contesting Discipline – Suspension and Termination

- (a) If an employee wishes to contest proposed discipline involving a suspension or termination, the Chief of Police or the Chief's designee will hold an Administrative Review meeting with the employee and the employee's Union representatives. Upon completion of the Administrative Review, the Chief of Police will issue a Final Decision to the discipline ("Final Decision") and notify the affected employee and the Labor Council in writing. At the employee's option, disciplinary action against the employee may be contested either through the grievance arbitration procedure or through the Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, a officer must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Collective Bargaining Agreement (attached as Appendix D). The Election Form shall be given to the Officer at the time the officer is formally notified of the Final Decision. The employee shall have five (5) business days (Monday through Friday, excluding weekends and holidays) upon receipt of Election Form to tender the executed Election Form to the Chief or the Chief's designee. If the employee selects arbitration as the method of contesting the proposed discipline, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. In those cases where arbitration has been selected, the Labor Council shall also file with the Village its notice of intent to arbitrate the case ("Arbitration Notice"), not more than five (5) business days following the date that the Employee tenders the Election Form to the Chief.

If the employee elects arbitration or the employee or the Labor Council fails to timely file the Election Form or the Arbitration Notice, the Chief of Police has the right and discretion to impose

discipline immediately upon the receipt of the Election Waiver and Release Form, including suspensions of more than five (5) working days and termination. Arbitration of discipline cases will be expedited directly to the arbitration step of the grievance procedure.

- (b) If the Final Decision includes a suspension of more than five (5) working days or termination, and the employee elected on the Election Form to have the case heard by the BOFPC, then the Chief must file the appropriate charges before the BOFPC.
- (c) If an officer or the Union fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Final Decision.

Section 11.2 Investigation of Officers

The Village agrees to abide by the lawful requirements of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et. seq.*).

Section 11.3 Representation

Employees shall have the right to have an employee representative present during any meeting with a supervisor when the employee reasonably believes that discipline to that employee could result.

ARTICLE XII - PERSONNEL FILES

Section 12.1 Personnel Record Review

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

Section 12.2 Purge of Personnel File

Upon written request of the officer, any counseling form, memorandum of an oral reprimand, or a written reprimand shall be removed from the officer's personnel file if, from the date of the last discipline eighteen (18) months have passed without the police officer receiving any additional discipline. Purged disciplinary memoranda may be retained by the Village only for use in the defense of civil litigation in which the Village, its employees or agents are a party. Any information of an advance employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the Employee in any future proceedings.

ARTICLE XIII - INSURANCE

13.1 Provision of Insurance

The Employer shall provide group health, dental and vision insurance coverage for bargaining unit employees at the same level of benefits and with the same employee premium contributions, which the Employer provides for the general non-represented workforce of the Employer.

13.2 Plan to Document to Govern

The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or policies. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement.

13.3 Group Life Insurance

The Employer shall provide group life insurance coverage for bargaining unit employees at the same level of benefits and with the same employee premium contributions, which the Employer provides for the general non-represented workforce of the Employer.

ARTICLE XIV - UNIFORM BENEFITS

Section 14.1 Uniforms-Allowance

The Village will pay to each non-probationary employee an annual uniform and equipment allowance of nine hundred dollars (\$900.00) on May 1, 2022, nine hundred dollars (\$900.00) on May 1, 2023, one thousand dollars (\$1,000.00) on May 1, 2024, and one thousand dollars (\$1,000.00) on May 1, 2025.

This allowance shall be paid separate from regular payroll. This allowance may be used for any approved uniform and equipment items used by the employees in the line of duty. Employees are responsible for cleaning and maintenance of their uniforms and equipment. Employees shall always maintain a professional appearance. Employees may be required to provide the Chief of Police or his designee with receipts for the purchase of any uniforms and/or equipment pursuant to this Section. Officers assigned to investigations will receive the same uniform allowance as patrol officers. Probationary employees will have initial uniforms provided by the Employer.

Upon promotion or specialty shift assignment, the Employee will pay for the cost of transitioning an officer's uniform to department specifications (i.e. stitching, chevrons, and embroidery work) or purchasing uniforms and equipment for the specialty assignment (i.e. bike patrol, truck enforcement). The Village will provide uniforms and equipment to officers assigned to SWAT or SRT team.

Section 14.2 Reimbursement for Destruction of Personal Property

In the event any time of personal property specified below is lost or damaged in the course of an employee's duties while the employee is exercising due care and caution under the circumstances, the Village will reimburse the employee for the repair or replacement of such item(s) to the extent not otherwise covered by insurance or restitution, provided the incident and the amount of the loss or damage is promptly reported to the Police Chief or his designee and verified. Further the Village's responsibility under this Section shall not exceed \$200 for eyeglasses, contacts, prescription sunglasses and watches. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence or as a result of ordinary wear, no reimbursement shall be made.

The Village reserved the right, upon application by an employee, to replace other personal property items at the Village's sole discretion. The employee shall, when applicable, pursue court-ordered restitution and such restitution will be signed over to the Village, up to the amount the Village paid to the employee.

ARTICLE XV - OFF DUTY EMPLOYMENT

Off duty employment is defined as employment which is not for the benefit of the Village and for which the Village does not compensate the employee. The Village reserves the right to approve off duty employment requests. All such requests must be approved by the Chief in writing prior to the employee working the off duty employment, such approval shall not be unreasonably withheld. Full-time Village employees may not engage in, concurrently with their employment as a police officer for the Village, any private business or employment, attention to which adversely affects the time or quality of their work, or which casts discredit upon the Village Government. No Village uniforms or equipment may be used for off duty employment unless prior approval, in writing, is received from the Chief.

ARTICLE XVI - SENIORITY

Section 16.1 Seniority

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined either as:

- a) Departmental Seniority which is a police officer's length of continuous full-time service as an employee with the Village since the police officer's last date of hire. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee with the higher ranking being most senior;
- b) Rank Seniority which is an officer's length of continuous full-time service in rank since the officer's last date of promotion. If promoted on the same date, ranking on the eligibility list shall establish seniority, with the employee with the higher ranking being most senior. An employee's seniority shall entitle such employee only to such rights as are specifically provided for in this Agreement.

Section 16.2 Loss of Seniority

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

- a. Voluntary or involuntary termination
- b. An employee is on lay off fails to give a written notice of an intent to return to work within thirty (30) days of a notice for recall.
- c. An employee is absent from work for three (3) days without advising the Employer, unless the employee can substantiate that failure to advise the Employer is due to circumstances beyond the employee's control.
- d. The employee is retired or retires.
- e.

Section 16.3 Maintenance of the Seniority List

On or before each January 1, the Employer will post and provide the Union with a seniority list setting forth each covered member's seniority date. The Village will not be responsible for any errors in the seniority list(s) unless such errors are brought to the attention of the Employer, in writing, by the employee or Union within thirty (30) days after such posting. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 16.4 Layoff and Recall

In the event of a layoff, Employees covered by this Agreement will be laid off and recalled as provided in 65 ILCS 5/10-2.1-18. All Employees and the Union shall receive notice in writing of the layoffs at least thirty (30) days in advance of the effective date of the layoff. The Union shall also receive any notice of a recall sent to any covered Employee. Pursuant to 65 ILCS 5/3.1-30-21 no part time officer shall be used to permanently replace a laid off full time officer.

In bargaining the effect of a layoff, all employees who are laid off for a period of more than thirty (30) calendar days shall receive only one (1) week of pay.

ARTICLE XVII - LABOR MANAGEMENT MEETING

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, semi-annual meeting shall be held between Union and Employer representatives. Such meetings shall be scheduled within ten (10) days of notification by either party, or at a time mutually agreed upon by the parties. Each party shall submit written agenda items to the other party at least seven (7) days prior to the meeting. The meetings shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

Two (2) employee representatives and Union representatives may attend these meetings. Attendance at such meetings shall not interfere with required duty time and attendance, if during duty time, shall be permitted only with the approval of the Chief. The Employer may assign appropriate management personnel to attend.

The parties may agree to conduct additional meetings.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Such meetings shall not constitute negotiations for the purpose of altering the Agreement.

ARTICLE XVIII - EXTRA DUTY EMPLOYMENT

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

ARTICLE XIX - EMPLOYEE RIGHTS

Section 19.1 Release of Information

Unless otherwise required by law, no individual photograph or personal information (including the Employee's home address and any telephone numbers) about an Employee will be disclosed by the Employer to the media or general public at any time, unless the Employee approves of such disclosure in advance of its release.

Section 19.2 Public Employee's Disability Act

The Village shall comply with the provisions of the Public Employee Disability Act (5 ILCS 345/1) as it may be amended from time to time.

ARTICLE XX - EMPLOYEE DRUG AND ALCOHOL TESTING

Unless otherwise mandated by law, during the term of this Agreement, the Employer shall not implement a program of random, scheduled, or periodic drug or alcohol testing of the employees in the bargaining unit covered by this Agreement. The Employer reserves the right, however, to conduct drug and/or alcohol tests on an employee when the employee is involved in a vehicle accident, when mandated by law, or when there is a reasonable suspicion of improper drug or alcohol use. Any disputes concerning this issue shall be covered by the grievance procedure found in this Agreement.

ARTICLE XXI - TUITION REIMBURSEMENT

Employees shall be eligible for tuition reimbursement in accordance with the Village's tuition reimbursement policy as it may be amended from time to time at the Village's sole discretion.

ARTICLE XXII - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14), as may be amended from time to time.

ARTICLE XXIII - 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 XXIV - 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 XXV - 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 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 Village 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.

ARTICLE XXVI - TERM

This Agreement shall be effective upon its execution by both parties and shall remain in force and effect until April 30, 2026. 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

Richard L. Bruno
President

Ryan Gulli
Illinois Council of Police
Manhattan Chapter Representative

APPENDIX A
DUES DEDUCTION FORM

DUES AUTHORIZATION FORM

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP
AND DUES DEDUCTION AUTHORIZATION**



I hereby voluntarily apply for membership in the **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____ to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

This authorization shall continue for the term of this contract, any extension thereof, and any successive collective bargaining agreements, unless revoked, though the dues may change from time to time. This authorization may only be revoked through written notice to the Union sent via certified mail during the ten (10) calendar day period commencing one year after the date on this card and during the same period each successive year.

Print Name _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Email _____ Date of Birth _____

Telephone _____ Cell _____

White-Union copy

Yellow-Payroll copy

Pink-Member copy

APPENDIX B
WAGE TABLE

STEP	CURRENT	5/1/2022 2.50%	5/1/2023 3%	5/1/2024 3%	5/1/2025 3%
1	\$ 63,709.00	\$ 65,301.73	\$ 67,260.78	\$ 69,278.60	\$ 71,356.96
2	\$ 66,202.15	\$ 67,857.20	\$ 69,892.92	\$ 71,989.71	\$ 74,149.40
3	\$ 68,792.86	\$ 70,512.68	\$ 72,628.06	\$ 74,806.90	\$ 77,051.11
4	\$ 71,484.96	\$ 73,272.08	\$ 75,470.25	\$ 77,734.35	\$ 80,066.38
5	\$ 74,282.41	\$ 76,139.47	\$ 78,423.65	\$ 80,776.36	\$ 83,199.65
6	\$ 77,189.34	\$ 79,119.07	\$ 81,492.65	\$ 83,937.43	\$ 86,455.55
7	\$ 80,210.02	\$ 82,215.27	\$ 84,681.73	\$ 87,222.18	\$ 89,838.85
8	\$ 83,348.91	\$ 85,432.63	\$ 87,995.61	\$ 90,635.48	\$ 93,354.54
9	\$ 86,610.63	\$ 88,775.90	\$ 91,439.17	\$ 94,182.35	\$ 97,007.82
10	\$ 90,000.00	\$ 92,250.00	\$ 95,017.50	\$ 97,868.03	\$ 100,804.07

APPENDIX D
DISCIPLINARY ELECTION FORM
VILLAGE OF MANHATTAN
POLICE DEPARTMENT

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE MANHATTAN BOARD OF FIRE AND POLICE COMMISSIONERS

I, _____, being subject to discipline by the Village of Manhattan Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Manhattan, Illinois, and the Illinois Council of Police. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of any Illinois civil service law, board of fire and police commissioners law, rule or regulation, such as ILCS 5/10 et seq., as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 et seq., as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Manhattan and the Illinois Council of Police. Furthermore, I acknowledge and agree that the execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Manhattan Police Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the Village of Manhattan, the Manhattan board of Fire and Police Commissioners and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF MANHATTAN AND TO WAIVE GRIEVANCE/ARBITRATION:

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE

I, _____, being subject to discipline by the Village of Manhattan Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Manhattan in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/arbitration procedures of the collective bargaining agreement between the Village of Manhattan and the Illinois Council of Police.

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Manhattan, the Manhattan Board of Fire and Police Commissioners and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, Illinois

My commission expires _____

Received by the Chief of Police's Office: _____, 20__
Date