

AGREEMENT BETWEEN
THE CITY OF MARKHAM
and
ILLINOIS COUNCIL OF POLICE

MAY 1, 2021 - APRIL 30, 2026

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PREAMBLE

This Agreement is entered into by the City of Markham, Illinois (hereinafter referred to as the "City" or the "Employer") and the Illinois Council of Police (hereinafter referred to as the "Union" or "ICOPs"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the Union, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by the Agreement, and provide for the equitable and peaceful adjustment and resolution to differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

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 City recognizes the Union as the sole and exclusive collection bargaining representative for all full-time sworn peace officers up to the rank of police sergeant (hereinafter referred to as "officers" or "employees"); but excluding all supervisory employees (including all officers of the rank of lieutenant and above unless the supervisory duties of such persons are substantially reduced by the city) and all other employees of the Department and City.

Section 1.2 Probationary Period

The probationary period shall be twelve (12) months in duration excluding any time prior to graduation from a certified Illinois Police Academy. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacation and sick leave. During the probationary period, an officer may be terminated without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1 Dues Deductions

While the Agreement is in effect, the City will deduct from each paycheck the amount of dues set by the union for each employee in the bargaining unit who has filed with the City a voluntary, effective check-off authorization as provided by the Union. The amount of dues checked off shall be determined by the union and not changed more than once a year. The Union will give the City thirty (30) days' notice of any such change in the amount of union dues to be deducted. Once the dues check off amount has been determined for each year, it shall not be further increased. Dues shall be remitted to the Union by the tenth (10th) day of the month following

deduction. A union member desiring to revoke the dues check-off may do so in accordance with the terms of the dues deduction authorization card.

Section 2.2 The Illinois Council of Police Indemnification

The Illinois Council of Police shall indemnify, defend and save the City harmless against any and all claims, demands, suits or others forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE III - MANAGEMENT RIGHTS

Unless specifically and expressly modified by this Agreement, the City retains all rights, powers and authority to manage and direct the affairs of the City in all of its various aspects and to manage and direct it's employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign mandatory overtime; to determine the methods, means, organization and number of personnel by which such operations and services are performed; to make, alter and enforce reasonable rules, ordinances, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; or to introduce new ones; and to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, Police Chief, and/or City Council or their authorized designees. In the event of such emergency action, the provisions of this agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

ARTICLE IV- SUBCONTRACTING

The City shall have the right to subcontract out any work it deems necessary when such subcontracting will not displace bargaining unit employees.

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 nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.2 Normal Workweek

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall average forty (40) hours per week. Workweeks are regularly recurring seven-day (168 hour) periods commencing at 0001 hours each Sunday.

Section 5.3 Normal Workdays and Shifts

The departmental work schedule shall consist of two (2) on, two (2) off, three (3) on / two (2) off, two (2) on, three (3) off twelve (12) hour rotations (day / night) with starting and ending times decided upon by departmental needs. A fifteen (15) minute paid rollcall (straight time) will commence before each patrol shift. Specialized units will work hours set at the discretion of the Chief of Police based upon departmental needs and goals. Requests for on-shift breaks shall not be unreasonably denied.

Section 5.4 Changes in Normal Workweek and Workday

- a. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. The shifts shall be bid upon by seniority except that in the event such a bid shall result in a shift which possesses an unbalanced mix of youth and experience, the Chief shall have the right to modify such bidding procedure. Additionally, in the event that other personal problems exist such that a duty trade becomes necessary and such trades cannot be affected amongst the officers, the Chief shall have the authority to effectuate that trade.
- b. Employees shall be required to pick their shift assignments twice a year during the months of March and September. The employee will pick two (2) three (3) month shift periods every six (6) months. Officers shall be required to change shifts on at least one (1) of the four (4) three (3) month bids except with written permission of the Chief. The shift bid shall become effective on the first full week of a new pay period following the first day of each of the following months: January, April, July and October. Should an employee be assigned to a specialty position during the period which would have constituted their changed shift, they shall not be required to change their other picks. Should they be removed from their specialty position, they would revert back to their previous pick.
- c. Shift Changes. Upon written request, an employee of the police department will be permitted to trade shifts with another employee upon agreement of the parties and subject to approval of the Chief of Police or Designee. A request of the shift change shall be made 24 hours prior to the proposed change. The request will state which shifts are to be exchanged and which parties are to exchange the shifts. Shift trading shall never result in the payment of overtime from the City.

Section 5.5 Overtime Pay

- a. Overtime. Overtime shall be paid at the rate of one and one-half (1½) times the hourly rate of pay for each hour actually worked in excess of the eighty (80) hour pay period. "Worked hours" shall include all time for which compensation is received, but shall not include sick time, and shall not include up to fifteen (15) minutes per day for pre or post-shift briefing and reporting as required by supervision.

Section 5.6 Court Time

Employees who would otherwise be off-duty, who must appear in court, attend inquest, pre-trial conferences, or appear for other city related business shall be paid at the rate of one and one-half times (1½) their base rate of pay for their actual time. Payment shall start from the time the officer signs in at his place of work (or notifies a member of Command Staff of their attendance) and shall continue until the officer signs out at his place of work (or notifies Command Staff of their completion) with a (2) two hour minimum, or whichever is greater. Each officer shall be entitled to keep any subpoena fees he receives. Employees shall dress appropriately for any such appearance.

Section 5.7 Computations of Hourly Salary

For purposes of determining overtime compensation, a police officer's hourly salary shall be computed based upon an annual work year of 2,080 hours.

Section 5.8 Overtime Work

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the City to keep mandatory overtime scheduling to a minimum consistent with the need of the City to provide proper police protection.

Before the City assigns mandatory overtime, it will allow the officers an opportunity to bid on all available overtime on the basis of higher seniority. All voluntary overtime will be assigned on rotating seniority basis. The first offer of voluntary overtime will be given to the officer with the highest seniority. After an officer accepts the overtime, that officer is placed on the bottom of the rotating seniority list. Mandatory overtime rotation shall begin anew at the beginning of each shift pick rotation to ensure that mandatory rotation occurs four (4) times per year. If the officers do not bid on the overtime by seniority, all mandatory overtime will be assigned on a rotating reverse seniority basis. This means that after the City assigns mandatory overtime to the lowest senior person the next assignment of mandatory overtime will only be assigned after all officers are allowed to bid for overtime based on seniority. The Chief or Designee shall post monthly, all overtime hours worked.

In instances where a Sergeant or Shift Supervisor fails to correctly follow the overtime seniority list for an overtime callout or any other overtime opportunity, the aggrieved officer shall be made whole by having the opportunity to work the next available overtime shift. Under no circumstances shall any officer be paid for overtime that the officer does not work.

Section 5.9 Refusal of Overtime Assignment

If any officer refuses an assignment of mandatory overtime within a twelve (12) month period, he will be subject to the following discipline:

First (1st) Offense - One day suspension

Second (2nd) Offense - Three day suspension

Third (3rd) Offense - Termination

The following actions would be considered a refusal of a mandatory overtime assignment:

1. A direct refusal to work in person;
2. Not answering a mandate notification call when you are assigned on a pre-posted mandate schedule; and
3. A sick call off after a mandate notification is made.

For the first offense above, an employee may substitute the corresponding amount of accrued benefit time in lieu of serving the suspension day. Members who are mandated on their day off and report they are ill within the prescribed time frame as detailed in Section 12.6, shall incur no discipline or penalty if the member obtains a doctor's note and release to return to work after an in person medical examination related to the illness by a physician.

Section 5.10 Callback

A call-back is defined as an Officer's assignment of work which does not continually precede or follow an officer's regular scheduled working hours. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours pay at the rate of one and one-half times (1½) their base rate of pay or one and one-half times (1½) their base rate of pay for actual hours worked, whichever is greater, unless the individual is called back to rectify his own error.

Section 5.11 No Pyramiding

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

Section 5.12 Minimum Staffing

Minimum staffing shall be at the recommendation of the Chief and outlined in Department Policy.

ARTICLE VI - DISCIPLINE AND DISCHARGE

Section 6.1 Discipline and Discharge

- a. Discipline in the Police Department shall be progressive and corrective, designed to improve behavior, not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall assess the following:
 1. Oral reprimand
 2. Written reprimand

3. Suspension
4. Discharge

Any disciplinary actions of measure imposed upon an employee may be appealed through the grievance procedure.

- b. The Employer agrees that employees shall be disciplined and discharged only for just cause. A Copy of all Suspensions and discharge notices shall be provided to the Union. Disciplinary action resulting in a verbal reprimand, suspension or discharge may also be subject to appeal through the grievance procedure provided in Article VII of this Agreement. Any incident resulting in a suspension or discharge shall immediately proceed to Step two (2) of the grievance procedure. The parties agree that the grievance procedure in Article VII and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive, and a form containing such specific waiver shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. Employees initially seeking review by the Board of Fire and Police Commissioners who subsequently elect to file a grievance within the appropriate time limits may only do so prior to any hearing before the Board. Employees so filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board. The parties intend remedies set forth above to be mutually exclusive.
- c. Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment without prejudice unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- d. Disciplinary actions recorded by the employee's personnel files shall be removed after twelve (12) months if the employee has not received discipline for a related offense.
- e. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. Employees shall be entitled to have a Union representative present at all meetings with the Employer that could lead to the discipline of the employee.
- f. Prior to taking any final disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reasons for such discipline.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.1 Definition

A Grievance is defined as a dispute or difference between the parties to this

Agreement concerning interpretation and/or application of this Agreement or its provision.

Section 7.2 Grievance Procedure

A grievance may be initiated by The Illinois Council of Police or an aggrieved employee. A grievance shall be processed as follows:

STEP 1 - Chief:

After seven (7) calendar days of the event giving rise to the grievance, or within seven (7) days of the grievant or union becoming aware of the events giving rise to the grievance, the grievant or Union may file a grievance with the Chief of Police. After seven (7) days of the grievance being filed, the grievant, steward, representative of The Illinois Council of Police, and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

STEP 2 - Appeal to Mayor:

If the answer of the Chief is not acceptable or if a meeting does not occur within seven (7) calendar days, move the grievance to the Mayor and request a hearing by the Mayor or his designee with the steward, The Illinois Council of Police representative and grievant present. The Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached at Step 2, the Mayor or his designee shall give his answer within seven (7) calendar days of the filing of the grievance.

Section 7.3 Arbitration

If the grievance is not settled in Step 2, The Illinois Council of Police may render the grievance to arbitration within twenty-one (21) calendar days of the receipt of the Mayor's or his designee's written answer or within twenty-one (21) calendar days of moving the grievance to Step 2 if no meeting is held.

- a. In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the American Arbitration Association to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and The Illinois Council of Police shall alternately strike two (2) names from the panel. The party requesting arbitration shall strike first. The remaining person shall be the arbitrator.
- b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives, but in no event later than sixty (60) days from the date on which the Arbitrator was notified of his/her selection, absent mutual consent of the parties.
- c. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses of documents. The City and the Union retain the right to employ legal counsel.

- d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 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 7.4 shall be final and binding upon the City, the Union and the employees cover by this Agreement.

Section 7.5 Time Limit for Filing

If a grievance is not presented by the employee of the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof: it shall be considered settled on the basis of the City's last answer, except that if the City does not answer in a timely fashion at Step 2, the grievance shall be deemed granted. If the City does not answer a grievance or an appeal thereof within the specified time limits at Step 1 or 2, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VIII - NO STRIKE-NO LOCKOUT

Section 8.1 No Strike

Neither the Union nor any officers, agents or employers will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, during the like of this Agreement. Any or all employee who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City,

Section 8.2 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 8.3 Penalty

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4 Judicial Restraint

Nothing contained herein shall preclude the City or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX – HOLIDAYS

Section 9.1 Holidays

- a. The City shall designate the following eleven days as paid holidays per year:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

- b. Each employee shall receive eleven (11) Holidays with pay, to be observed on such days that do not interfere with the obligations of the police department, taking into consideration the extent practical, the desires of the Employee. If more than one person is requesting the same holiday, the request shall be granted to the person who submits the request at the earliest date. If the requests are submitted at the same time, seniority shall determine who will be eligible. Holidays shall be paid based on full assigned workdays, i.e., 12 hours for employees working 12 hour shifts and 8 hours for employees working 8 hour shifts.
- c. Personal Day. Each employee shall receive two (2) personal days each year. Personal leave may be taken at any time during the year upon authorization of the Chief of Police or designee after request by the employee of not less than 24 hours' notice prior to the requested personal day, except in the case of an emergency, the Chief or designee may waive the requirement for written notice. Personal days shall not be unreasonably denied. Personal days shall be paid based on full assigned workdays, i.e., 12 hours for employees working 12 hour shifts and 8 hours for employees working 8 hour shifts.

Section 9.2 Holiday Pay and Work Requirements

Employees scheduled to work on a Holiday shall receive one and one-half (1½) times their base rate of pay for the period worked for all holidays listed in Section 9.1 above and have the option of converting the holiday to another day off.

All holidays earned must be taken within one (1) year of the date earned. (However, if

the employee has attempted to schedule a holiday within the one (1) year time frame, and has been unable to, due to the manpower staffing and scheduling, such holiday will not be lost and shall be scheduled as soon as the parties can agree on a date). Employees shall work all holidays when scheduled as part of their regular work schedule.

Section 9.3 Pay for Holiday Worked

Any police officer called in to work on a holiday which is otherwise the officer's regularly scheduled day off, shall receive:

- a. Two (2) times his hourly rate of pay for all such hours worked during the holiday, and an additional full assigned workday (i.e., 12 hours for employees working 12 hour shifts and 8 hours for employees working 8 hour shifts in lieu of the holiday).
- ; or
- b. Two (2) times his hourly pay for all hours worked during the holiday and the right to convert the holiday to another day off.

ARTICLE X - LAYOFF AND RECALL

Section 10.1 Notice of Layoff

When there is an impending layoff with respect to any officers in the bargaining unit, except in an emergency at which time the Employer shall notify the Union as soon as possible, the Employer shall inform The Illinois Council of Police in writing no later than then (10) calendar days prior to such layoff. The Employer will provide the Union the names of all officers to be laid off first, then officers shall be laid off in accordance with their departmental seniority. The officers with the least amount of seniority in the Police Department shall be laid off first. Sergeants shall be permitted to exercise their authority to bump into the patrol officer's classification. All officers shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs. The City agrees to consult with The Illinois Council of Police, upon request, and afford The Illinois Council of Police an opportunity to propose alternatives to the layoff.

Section 10.2 Recall

Any officer who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to The Illinois Council of Police, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City 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 employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first

failure and shall be eliminated for any subsequent failure to respond.

ARTICLE XI – VACATIONS

Section 11.1 Eligibility and Allowance

Every police officer covered by this Agreement shall be eligible for paid vacation time after the completion of their probationary period with the City. Employee shall start earning vacation allowance as of their date of hire. Vacation allowances shall be earned as follows:

All officers shall be entitled to vacation leave with pay as follows:

0-5 years	80 hours
6-10 years	120 hours
11-15 years	160 hours

After completion of the fifteenth (15th) year, such employee is entitled to 160 hours plus one full assigned workday (i.e., 8 hours for employees on 8 hour shifts and 12 hours for employees on 12 hour shifts for each year of service worked until the twenty-fifth (25th) year.

Section 11.2 Vacation Pay

The rate of the vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job duties on the payday immediately preceding the employee's vacation.

Section 11.3 Scheduling

- a. Officers shall pick vacation based on seniority on each shift in two (2) week blocks of ten (10) days for 8-hour employees and seven (7) days for 12-hour employees. Officers may split their total picks across two (2) calendar weeks but shall pick a minimum of two (2) consecutive days. The vacation schedule shall be chosen by April 1st and posted by May 1st. Employees may choose to schedule their vacation after April 30th subject to the availability of days. The following schedule shall apply to each shift, subject to such modification by the Chief or Designee as may be necessary because of an emergency situation or manpower shortage due to injury or attrition. Employees shall take vacation days within one (1) year from the date they are fully earned and vacation days may only be taken in increments of no less than one full assigned workday. (i.e. 8 hours for employees on 8 hour shifts, 12 hours for employees on 12 hour shifts, etc.) Employees shall be permitted to schedule vacations from their day off to their next day off.

Employees hired on or before the 15th calendar day of each month shall earn vacation credit from the first of that month, whereas those hired after the 15th calendar day of the month shall earn vacation credit from the first day of the following month. Vacation shall carry over until April 30th with written permission by the Chief. Specials Units may schedule vacations separately (investigation, tactical units).

- b. Employees shall be allowed to use two scheduled holidays in conjunction with their

scheduled vacation time. (However, if three (3) scheduled holidays are necessary to bridge a gap between the start of vacation and a regular off day that employee shall be allowed to use three (3) scheduled holidays in conjunction with their vacation).

Section 11.4 Accumulation of Benefit Time

For officers with more than one year of service with the Markham Police Department, all benefit time (including vacation and personal days) shall be credited to the employee for the coming year each May 1st. For officers with less than one (1) year with the Markham Police Department, benefit time will be prorated from the time until the completion of one (1) year. All accumulated benefit time will be itemized on each paycheck stub given to the employees (effective May 1, 2018).

ARTICLE XII - SICK LEAVE

Section 12.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employee to work while sick.

Section 12.2 Days Earned

All full-time police officers shall earn sick leave pay at the rate of eight (8) hours per month to a maximum of ninety-six (96) hours during the officer's initial anniversary year, and in the same amount during each subsequent anniversary year. Sick leave pay shall be used in increments of no less than eight (8) hours.

For any full-time officer covered by this CBA hired after May 1, 2002, sick leave pay shall accrue at a rate of 64 hours per year for years of service zero (0) to two (2) years; 72 hours per year for years of service of three (3) years to four (4) years; then 80 hours per year for years of service of five (5) and 96 hours per year for years of service of six (6) years or more.

Sick leave pay for officers assigned to twelve (12) hours shifts will vary based on how many shifts sick leave pay was utilized for in a pay period. At no time will sick leave pay be paid at a rate to exceed eighty (80) hours or earn overtime pay in a single pay period. The first shift where sick leave pay is utilized will be paid at eight (8) hours of sick leave pay. Any subsequent shifts where sick leave pay is utilized in the same pay period will be paid at a number that will fulfill the officer's standard eighty (80) hour pay period (i.e., two (2) consecutive shifts where sick leave is utilized will be paid at a rate of eight (8) hours for shift one (1) and twelve (12) hours for shift two (2)). The addition of the remaining shifts worked in the pay period will total eighty (80) hours.

Sick leave pay for officers assigned to eight (8) hour shifts will be used at eight (8) hours per shift and will fulfill those officers eighty (80) hour pay period should more than one sick day be

used in the same pay period.

Section 12.3 Accumulation

Sick leave time earned shall be recorded on an employee's personnel record and is cumulative up to a total of ninety (90) days (i.e., 8 hours per day).

Section 12.4 Buy Back Sick Leave Earned

- a. At the time of retirement, an officer may buy back seventy-five (75) of their ninety (90) accumulated sick days (i.e., 8 hours per day) at the officer average rate of pay.
- b. At the time of separation, an officer may buy back forty-five (45) of the ninety (90) sick days (i.e., 8 hour days) at the officer's average rate of pay, unless the officer has been terminated for just cause.

Section 12.5 Use of Sick Leave

Absence from work due to any of the following reasons is properly chargeable to sick leave:

- a. Legitimate illness or injury of the employee; or
- b. Illness of member of the immediate family necessitating the absence of the employee from his work (members of the immediate family shall include spouse, minor children and mother, father and in-laws if they have been members of the household prior to date of illness).

Section 12.6 Reporting of Sick Leave

- a. Any employee absence from work chargeable against sick leave shall be reported immediately to the Chief of Police or his designee as soon as possible, but no later than two (2) hours before the start of the shift. When Absences due to illness are in excess of two (2) consecutive days, such absence may be required to be supported by a doctor's certificate at the discretion of the Police Chief. Employees who are absent due to severe accidents or to surgery must supply a signed doctor's release before they can return to work.
- b. Any employee absence from work due to illness on a day immediately preceding or immediately following a holiday which the employee was scheduled off or a holiday which the employee scheduled on a day other than a regular day off, may be required to be supported by a doctor's certificate at the discretion of the Police Chief.

Section 12.7 Sick Leave Bonus

Any officer who does not take a sick day during the first six months of the fiscal year shall be entitled to a one-time payment of \$500. Any officer who does not take a sick day in the

last six months of the year shall be entitled to a one-time payment of \$500. Said payments, whether earned in the first or second half of the year, shall be paid by the City at the end of the calendar year, no later ninety (90) days of the end of the year after they are earned.

ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE

Section 13.1 Unpaid Discretionary Leaves

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good sufficient reason. An officer shall not be eligible for an unpaid discretionary leave if the officer is on a performance work plan as set forth in Section 20.7.

Section 13.2 Application for Leave

Any request for a leave of absence shall be submitted in writing, on a leave of absence form provided by the Police Chief, by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 13.4 Bereavement Leave

An employee shall be granted three (3) days off with pay at their regular rate of pay when time off is necessary in order to make funeral arrangements for and to attend the funeral of a member of his or her immediate family. Immediate family for purposes of this section shall include spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, sister-in-law and brother-in-law. "Step" relation is included in the aforementioned relationships. An employee shall provide satisfactory evidence of family member's death and the employee's attendance at the funeral if requested by the Chief of Police.

Section 13.5 Leave for Illness, Injury or Pregnancy

- a. In the event an employee is unable to work by reason of illness, or injury (including those compensable under worker's compensation), or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that a work-related injury compensable under worker's compensation, an employee shall accrue seniority for the first one (1) year of leave.
- b. To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known; and thereafter furnish to the Chief of Police or his designee a physician's Written statement showing the

name of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave the employee shall furnish a current report from the attending doctor(s) at reasonable intervals as required by the City.

- c. Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee, at the discretion of the City, shall be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. The Employer may require employees to submit a blood or urine sample for the purpose of testing for drugs or alcohol as part of a return to work physical examination, subject to the provisions of Article XVIII, Drug Testing (except for the provisions of Section 18.1 pertaining to reasonable suspicious testing). A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.
- d. Any time a bargaining unit member submits an injury form (currently form 45) or a to-from memorandum stating that they were injured on duty or otherwise requests a leave of absence for a duty related injury, the bargaining unit member agrees to immediately submit to a medical evaluation by a medical provided selected by the City.

Section 13.6 Benefits While on Leave

- a. Unless otherwise stated in the Article or otherwise required by law, of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- b. If, upon the expiration of leave of absence there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- c. During the approved leave of absence or layoff under this agreement, the employee shall be entitled to coverage under applicable group and life insurance plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.7 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Section 13.8 Jury Duty

Should an employee be called for jury duty he or she shall be paid regular pay for the day(s) actually served. The employee will be required to endorse over to the City any payment received from the County for jury duty within seven (7) days after receipt of said payment.

ARTICLE XIV - UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall do so in accordance with the City's policy in effect on the date of the signing of this Agreement to maintain up-to-date compliance with all uniforms and equipment.

All members receive a \$500 yearly reimbursement allowance for approved equipment each calendar year. Detectives will receive \$750 uniform stipend and \$500 equipment reimbursement. New hires will receive \$750 upon completion of the academy. Quartermaster system shall include approved hats/beanies, dickies, shirts (short sleeve & long sleeve), jackets, sweaters, pants, and a Class A uniform. The quartermaster system shall include required uniform items required by any specialized units an officer is assigned to.

ARTICLE XV - WAGES

Section 15.1 Wage Sale

4/10/2023						
	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
		0.00%	0.00%	Various	3.00%	3.25%
Patrol Officers						
Step 1 (0-1)	55,581.73	55,581.73	55,581.73	65,000.00	66,950.00	69,125.88
Step 2 (1-2)	72,070.95	72,070.95	72,070.95	74,750.00	76,992.50	79,494.76
Step 3 (2-3)	75,869.00	75,869.00	75,869.00	76,992.50	79,302.28	81,879.60
Step 4 (3-4)	78,903.76	78,903.76	78,903.76	79,302.28	81,681.34	84,335.99
Step 5 (4-5)	80,481.84	80,481.84	80,481.84	84,060.41	86,582.22	89,396.15
Step 6 (5-6)	83,701.10	83,701.10	83,701.10	89,104.04	91,777.16	94,759.91
Step 7 (6-7)	88,723.17	88,723.17	88,723.17	94,450.28	97,283.79	100,445.51
Step 8 (7-8)	95,821.02	95,821.02	95,821.02	100,117.30	103,120.81	106,472.24
Sergeants						
Sergeants Base	84,918.51	84,918.51	84,918.51	N/A	N/A	N/A
Year 6-7	86,616.88	86,616.88	86,616.88	97,283.79	100,202.30	103,458.88
Year 7-8	90,081.54	90,081.54	90,081.54	100,202.30	103,208.37	106,562.64
Year 8-9	95,486.44	95,486.44	95,486.44	106,214.44	109,400.87	112,956.40
Year 9-10	103,125.36	103,125.36	103,125.36	106,214.44	109,400.87	112,956.40

Section 15.2 Longevity Pay

For the duration of this agreement only, Sergeants Dean and Jones, Walker shall receive \$1,000 payments each year of this agreement in recognition of their 20 years of service to the City. Sergeants with 25 or more years of service will receive an additional \$1,000 payment

each year of this agreement. Said payments will not be added to the base rate of pay and are in effect only for the duration until April 30, 2026 for those specified members.

Section 15.2 Longevity Pay

Section 15.3 Detectives

Detectives shall receive, in addition to the above wages, the sum of Seven Hundred Fifty (\$750.00) per year which includes any clothing allowance not covered by the quartermaster system as set forth in Article XIV. The language regarding the quartermaster system in this provision may change in line with the above changes to Article XIV. Detectives will also receive a Five Hundred (\$500.00) equipment allowance as described in Article XIV.

Section 15.4 Field Training Officers' Pay

The Employer shall pay any officer who performs Field Officer Training duties, an additional one and a half (1.5)(adjusted for 12 hour shifts) hours per day at straight-time, for each day such duties are performed.

Section 15.5 OIC Compensation

When a corporal or patrol officer acts as OIC for any portion of the shift where no Sergeant is currently working, that corporal or patrol officer working in the capacity of OIC shall be compensated for that shift by receiving one hour of straight time pay for each full shift worked as an OIC.

Any officer working as OIC shall be held to the work performance standards of a Sergeant provided they have been given documented training on their duties and responsibilities.

Section 15.6 Credit for Prior Service

Officers who are hired with work experience as police officer from an Illinois Police Department and who have completed training and graduated from a State Certified Illinois Police Academy shall be placed on the wage scale based upon the amount of years of service they have performed for another police department up to a maximum amount payable at the start of employment of Step 4. Officers shall move up pay steps with each year of completed service with the Markham Police Department.

ARTICLE XVI - TUITION REFUND PROGRAM

The City shall administer a tuition refund program for employees covered by this Agreement and the City shall allocate up to a maximum of Two Thousand Dollars (\$2,000.00) per employee for each fiscal year towards the program. Tuition refund payments shall be made for approved courses in police science, related courses in that curriculum subject to prior written request and approval by the Chief of Police. Requests shall be approved, provided that funds are available. To the extent the funds are available, an employee shall receive 100% tuition refund if

the employee receives an A in the course, 75% if the employee receives a B in the course, 50% if the employee receives a C in the course up to the maximum reimbursable amounts listed above. There shall be no tuition reimbursement if the employee receives a grade lower than a C.

In the event that an employee has received tuition refund payments pursuant to this Article, and leaves the employment of the City of Markham within two (2) years from the employee's completion of the course, the employee shall reimburse the City as follows:

Length of Time Remained Employed After Completion of Course	Amount of Tuition Refund Payment to be Reimbursed
0-6 months	100%
7-12 months	75%
13-18 months	50%

ARTICLE XVII - INSURANCE

Section 17.1 Coverage

The City shall continue to make available to non-retired employees covered by this Agreement and their dependents substantially similar group health and hospitalization insurance coverage and benefits as existed prior to the signing of this Agreement in accordance with the following employee contribution schedule each pay period starting May 1, 2003:

Single Employee Coverage - 20% of the total cost of this annual insurance divided by 26.

Single Employee Coverage+1 - 20% of the total cost of this annual insurance divided by 26.

Employee Dependent Coverage - 20% of the total cost of this annual insurance divided by 26, effective May 1, 2006. (15% from May 1, 2005 thru April 30, 2006)

The City retains the right to elect a different insurance carrier to provide coverage through systems or to self-insure.

Section 17.2 Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.3 Life Insurance

- a. The current City coverage of Twenty-Five Thousand Dollars (\$25,000.00) for life insurance for each employee covered by this Agreement in effect at the time of the signing of this Agreement shall continue for the life of this Agreement.
- b. If the City increases its life insurance benefit for any other bargaining unit within the City,

the Police department's life insurance shall be increased in the same amount.

Section 17.4 Committee

The City agrees to meet with an Insurance Committee consisting of two (2) representatives designated by the Union and the Employer to review and evaluate the offering of a benefit whereby a retired employee can contribute a portion of wages or benefits toward the cost of health insurance, or health costs upon retirement from the force. The parties will make their best efforts to reach an agreement no later than December 31, 2007, with an implementation date January 1, 2008.

ARTICLE XVIII - DRUG TESTING

Section 18.1

The City may require an employee to submit to a urine test, blood test and/or Breathalyzer where there is reasonable, individualized cause based on objective consideration, of the use of a controlled substance or abuse of legally prescribed drugs, alcohol or such other substance as may be disclosed by said testing. The City shall orally advise any employee who is ordered to submit to such testing as to the basis for the determination of the existence of probable cause prior to referring to the employee to a testing facility, and shall provide the employee with a written statement of the basis for probable cause within 24 hours of being administered the applicable test. In addition, pursuant to the terms of 13.5(c), the Employer may test employees as part of a return to work physical examination consistent with the provisions of this Article.

Section 18.2

Testing shall be performed only by such facilities, including portable facilities, which are certified by the State of Illinois for such testing.

Section 18.3

Should the testing result in a positive finding based upon the cut-off standards utilized by the facility, then a confirmatory GC/MS test shall be conducted. An initial positive screening test result shall not be submitted to the City, only GC/MS confirmatory test results will be reported to the City and utilized by authorities for disciplinary purposes. The employee shall be provided with a copy of any test result which the City receives as to that employee along with verification documentation as to the conduct of the testing procedure.

Section 18.4

A Portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so as to be available for independent certified testing at the request of the employee and at his expense.

Section 18.5

At the time a urine sample is taken, a blood sample will also be taken. Should the GC/MS test results be positive then blood sample will be tested and the results reported to the City. The City shall then share the results with the employee.

Section 18.6

The use of unlawful drugs at any time while employed by the City; the use of prescribed drugs beyond recommended dosages; as well as having alcohol concentrations of three hundredths of one percent (.03%), or above or unlawful drugs in the urine or blood while on duty shall be cause for discipline, including termination. There will exist no cause for the imposition of progressive discipline in the case of use of unlawful drugs or alcohol above the stated concentration prior to termination.

Section 18.7

Any issues relating to the drug and alcohol testing process (e.g., whether there is reasonable cause for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised under the grievance procedure.

Section 18.8

Voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential, and the Chief of Police and the Mayor shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.

Section 18.9 Disciplinary Action

Except in more serious or extreme cases, (the determination of the severity of which shall be at the sole discretion of the Chief of Police in consultation with his next highest command officer), the City will not discharge an employee who tests positive the first time, but may suspend such employee for a period not to exceed thirty (30) days or impose such lesser discipline as reasonably determined to be appropriate by the City (being the Police Chief in consultation with the Mayor), so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. Agree to undergo appropriate treatment as determined by the physician(s) involved. Said determination to be rendered in writing to the Chief of the Police Department;
2. Discontinue the use of illegal drugs or the abuse of alcohol;
3. Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Chief of Police and the Mayor, the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job related duties and the completion or non-completion of the entire prescribed of treatment;

4. Complete the prescribed course of treatment, including an "after care" group for a period of up to twelve (12) months;
5. Submit to random testing during working hours during the period of treatment, "after-care" and for a period of twenty-four (24) months following the period of;
6. Agree, in writing, witnessed by a union representative, that during the "last chance" time period as described above, that should the employee test positive at any time in the future, the employee may be terminated.

It is expressly agreed that the imposition of discipline of termination of any employee pursuant to the foregoing provisions pertaining to illegal use of drugs or abuse of alcohol shall not be governed by other provisions of this agreement pertaining to grievances, discharge, termination, or arbitration and that the individual employee expressly waives those rights upon entry into the treatment program.

Employees who do not agree to act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This section shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined by the Chief of Police that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his request, to use accumulated paid leave or to take an unpaid leave of absence, under the appropriate provisions of this Agreement, pending treatment.

Section 18.10 Rights to Contest

The Union and/or the employee, with or without the union, shall have the right to file a grievance concerning any testing permitted by this Agreement. However, once the testing shall have been determined to have been correct or the grievance withdrawn or determined in favor of the City, then any imposition of discipline as provided by this section shall not be subject to contest, as stated above.

Any evidence concerning test results which is obtained in violation of or not in accordance with the standards contained in this article shall not be admissible in any disciplinary proceeding involving the employee.

Section 18.11

The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the City may require the reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The employee agrees undergo appropriate treatment as determined by the physician(s) involved;

2. The employee verifiably discontinues the use of illegal drugs, abuse of prescribed drugs or alcohol;
3. The employee agrees to authorize person involved in counseling, diagnosing and treatment of the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with his ability to perform his job and related duties and completion or non- completion of the course of treatment;
4. The employee completes the course of treatment prescribed, including the period of an "after-care" group for period of twelve (12) months;
5. The employee agrees to submit to random testing during working hours during the period of "after-care".

Section 18.12 Employee Assistance Program

The City shall provide to employees covered by this Agreement the benefits of the Employee Assistance Program offered to the City through the South Suburban Mayors and Managers Association. Such assistance shall be at no cost to the City. Should there be a cost associated with the benefits so provided, then cost shall be paid either by the employee or the Union. Also, the participation in the aforementioned program shall be during the employee's off-duty time and not during a time the employee is scheduled duty and that participation in said program shall not interfere with the normal scheduling and shift assignment of the employee. or of the Police Department.

ARTICLE XIX – PROMOTIONS

Section 19.1 General

Promotion to rank of Sergeant shall be conducted in accordance with the provisions of the Municipal Code, 65 ILCS 5/10-2. 1-10-15, and the provisions of this Article, which are agreed by the parties to supplement the discretionary authority provided under the Municipal Code.

Section 19.2 Rating Factors and Weight

Candidates for promotion to the rank of Sergeant shall be rated based on ascertained merit and seniority in service and examination which criteria shall be determined based upon the following factors and weights:

1. Examination:
 - Written - 60%
 - Oral-15%
2. Ascertained Merit in Service:
 - Departmental Points- 10%. Personal Achievement - 5% (Advanced Education & Training)

3. Seniority- 10%

(One (1) point shall be awarded for each year of continuous service to a maximum of ten (10) points.)

The oral examination and departmental points shall be awarded based upon job-related criteria and they shall be awarded, and candidates shall be scored prior to the test administrative of the written examination. Employees shall be informed of the criteria that will be utilized in determining the ratings for the oral examination and departmental points upon request at least thirty (30) days prior to the administration of the tests. Study guides and reference materials shall be made available on an equal basis to all employees who desire to take the test at least thirty (30) days prior to the date the written test is administered.

Section 19.3 Posting

All scores from each section of the testing process shall be posted after the section has been scored.

Section 19.4 Service Requirements

The minimum service requirements to be eligible to take to examination shall be as follows: The employee must have five (5) years of continuous service as sworn full-time Police Officer for the City of Markham Police Department and be a current member of the bargaining unit, or have a civil service rank in the Department, provided that employees shall be entitled to service credit to a maximum of two (2) years of service as a sworn full-time Police Officer with another full-time Police Department, provided further that the employee left such other department in good standing.

Section 19.5 Order of Selection

Promotion lists shall be established ranking candidates in the order of their total points awarded for the rating factors with the highest point total ranking first. The order of selection from such list shall start with the candidate ranked first and shall thereafter proceed to the next highest ranked candidate as vacancies occur, unless there is just cause to pass over the highest ranked candidate, in which event the next highest ranked candidate shall be selected.

Section 19.6 Examination Procedure

The Union and the employer shall meet at least twenty-one (21) days prior to the posting of a written promotional examination to discuss the following topics: time, place, location, monitoring and grading of the examination. In addition, the Union may have a representative present, to observe the giving and grading of the written examination.

Section 19.7 Officers' Rights

An officer may request to review the responses to the written oral examination

questions within fourteen (14) days of the examination. Such request must be in writing and delivered to the Board of Fire and Police Commission within that time frame. The Officer shall be given access to the requested materials within fourteen (14) days of the request.

ARTICLE XX – MISCELLANEOUS PROVISIONS

Section 20.1 Gender

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

Section 20.2 Line of Duty Injury

- a. Whenever any officer suffer any injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the City on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in the pension fund during the time he is unable to perform his duties due to the result of the injury, but not longer than one (1) year in relation to the same injury.
- b. At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the City, physical or medical examinations of the person to determine the degree of disability.
- c. During the period of disability, the injured person shall not be employed in any other manner with or without monetary compensation. Any person who is employed in violation of this paragraph shall forfeit the continuing compensation provided for by this Article from the time such employment begins.
- d. Any salary due to the employee from workers compensation or any salary due from any type of insurance caried by the City shall revert to the City during the time for which continuing compensation is paid to him under this Article.

Section 20.3 Non-Discrimination

The Employer shall not discriminate against officers in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be without regard to race, color, sex, religion, age, or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Union. Officers shall not be transferred, assigned or reassigned for reasons prohibited by this Section.

Section 20.4 Bulletin Boards

The City 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 20.5 Union Business Leave

To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall be granted to up to two (2) officers who are selected/delegated or appointed by the Union to (a) attend union meetings, conventions or educational conferences; or (b) attend grievances meeting or appeal hearings.

Section 20.6 Visit by a Union Representative

The City agrees that one (1) accredited representative of the Union, whether Local Union representative, Council representative, or international representative, shall have reasonable access to the Police Department. The outside representative shall call the Chief or his designee before his arrival and obtain prior approved from the Department Head before entering upon the premises of the Department.

The representative shall not in any way disturb employees who are working.

Section 20.7 Evaluation

Evaluation shall be given as indicated in the “Employee Performance Evaluation Policy” attached to this agreement.

Section 20.8 Residency

The City shall not impose any residency requirement on employees in the Bargaining Unit.

Section 20.9 Training

The City of Markham will become a member of the North Easy Multi-Regional Training Institute and will encourage employees to participate in the training programs. Part-time officers shall not be offered training opportunities and/or specialty unit assignments until all qualified full-time officers have been considered. Selection for training opportunities and/or specialty unit assignments will not be made in an arbitrary or capricious manner. Officers may enroll for forty (40) hours per year in courses offered by the Institute or other outside agencies which will enhance their skills as police officers with the approval of the Chief, and once approved, the City will pay for the courses. The officer will be compensated with their daily rate of pay once proof of attendance and satisfactory completion has been provided.

Section 20.10 Telecommunications

Officers shall not perform the telecommunications functions of another bargaining unit, except in emergency situations.

Section 20.11 Field Training Officer

Any officer who has at least three years of full-time law enforcement experience and

two years with the Markham Police Department shall be eligible to serve as a field training officer for new trainees. The Chief of Police shall choose officers to serve in this position. Bidding periods for field training officer shall be announced.

All trainees without prior police experience shall remain with a field training officer for a minimum of ninety (90) days before being allowed to perform duties alone. New hires with prior police experience may be released from training prior to the completion of 90 days at the discretion of the Chief of Police.

ARTICLE XXI - 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, Agency or Court decision; and upon issuance of such decision, the City and the Union agree to immediately begin negotiation on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement shall not be affected thereby. If the parties are unable to reach agreement on a new provision, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXII - MAINTENANCE OF BENEFITS

Except for the rights, powers and authority retained by the City in this Agreement, all rights, privileges, and working conditions enjoyed by the employees at the present time which were not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

In the event that the City determines that it wants to modify a right, privilege or working condition enjoyed by the employees at the present time, the City shall have the right to discuss such change with the Union. In the event that the parties cannot agree to a modification after reasonable attempts on behalf of both parties, the current right, privilege or working condition enjoyed by the employees at the present time shall remain in full force and effect.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and conclude collective bargaining between the parties for its terms.

The parties acknowledge that during the negotiations which are 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 or ordinance from the area of collective bargaining and that the understandings and agreement set forth in this Agreement.

ARTICLE XXIV - PAYMENTS

Any payments of accrued benefit time that are required as a result of this agreement

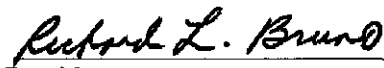
(such as compensatory time), shall be made by the City to the affected member within 180 days of the signing of this agreement. Should the City require additional time, they shall notify the Union at least 30 days prior to the expiration of the 180 day period to determine an appropriate timeline.

ARTICLE XXV -TERMINATION

This Agreement shall be effective as of May 1, 2021, after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired terminated date, which shall not be before the anniversary date set forth in the preceding paragraph.

All outstanding non-disciplinary grievances filed by the ICOPS, its members or its predecessor collective bargaining representative, are hereby resolved and settled, including, without limitation, the minimum staffing grievance subject to an award and opinion of Arbitrator Malin, dated April 28, 2022, Grievance No. MPD-043-20.

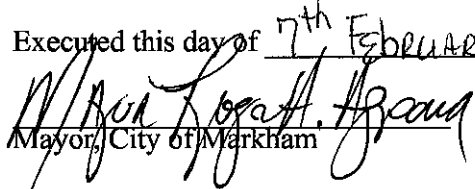
Executed this day of January 10, 2024.



President
Illinois Council of Police

Execution of this document by the Mayor and City Clerk of the City of Markham, Illinois is pursuant to an ordinance duly passed by the City Council of the City of Markham, Illinois on the 7th day of February, 2024 being Ordinance No. 24-0-2383

Executed this day of 7th February, 2024



Mayor, City of Markham

ATTEST:



City Clerk, City of Markham