



CITY OF SALISBURY COUNCIL MEETINGS

Welcome and thank you for attending this public meeting. We appreciate your interest in what is happening in your City. Please familiarize yourself with the meeting procedures below:

Presiding Officer

The Council President is responsible for conducting the meeting and managing any public comment period. When the Council President is not present, the Council Vice President conducts the meeting.

Public Participation in City Council Meetings

1. In accordance with the Maryland Open Meetings Act, the general public is entitled to attend and observe all meetings of the Mayor and Council except in appropriate circumstances when meetings of the public bodies may be closed under the Act.
2. To encourage community engagement, the Council allows public comment using the following guidelines:
 - a. Work Sessions – persons desiring to speak on matters specific to the topics on the agenda may do so for up to three (3) minutes after each topic has been presented.
 - b. Regular Meetings – persons desiring to speak on any matter may do so for up to four (4) minutes during the “Public Comments” portion of the meeting.
 - c. Please fill out a comment form from the table as you enter Council Chambers, and turn it in to the Clerk.
 - d. The Council President will call you up to the podium. For the record, please state your name, whether you are a resident within the corporate limits of Salisbury, and any organization affiliation you are representing.
 - e. Questions posed by the public during the public comment portion will be logged and tracked by the City Clerk. The City Clerk will forward the questions to the appropriate individual or body for a response.
3. Those in attendance shall be courteous to one another, the Council, and to the proceedings while the Council is in session. Side conversations within the Council Chambers should be kept to a minimum and should not be disruptive.
4. The public body may have an individual removed if it is determined that the behavior of the individual is disruptive. Engaging in verbal comments intended to insult or slander anyone may be cause for termination of speaking privileges and/or removal from Council Chambers.
5. Please approach the City Clerk if you have questions or materials for the Council.

Please silence your cellphone.



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

JUNE 17, 2024

Government Office Building, Council Chambers and Zoom Video Conferencing

PUBLIC COMMENTS WILL BE HEARD AFTER EACH OF THE FOLLOWING ITEMS:

- 4:30 p.m. Resolution to approve a substantial amendment to PY 2023 CDBG Annual Action Plan- City Administrator Andy Kitzrow
- 4:35 p.m. Budget amendment to purchase K-9 “Hot N Pop” system- Police Chief Dave Meienschein
- 4:40 p.m. Explanation of re-appropriation of co-responder grant funds- Police Chief Dave Meienschein
- 4:45 p.m. Short term rentals- Housing & Community Development Director Muir Boda
- 5:00 p.m. Union contracts- City Administrator Andy Kitzrow, Human Resources Director Meg Caton, Special Counsel Daniel Altchek
- 5:30 p.m. Discussion on litter, enforcement and associated fines- Housing & Community Development Director Muir Boda
- 5:40 p.m. Discussion on Lot 10 subrecipient agreement- Administration
- 5:55 p.m. Administration / Council Comments
- 6:00 p.m. Adjournment / Convene in Special Meeting

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592



City of Salisbury

MEMO

To: Andy Kitzrow

From: Jo Ellen Bynum

Subject: Resolution Approving the City's Substantial Amendment to the PY 2023 Community Development Block (CDBG) Action Plan

Date: June 12, 2024

In response to the Council's concerns expressed at the June 3, 2024 work session, the attached resolution has been revised to reallocate CDBG funding from PY 2023 Sidewalk Improvements to the Waterside Park project; leaving the CDBG PY 2023 allocations in the amount of \$19,000 for a case manager and \$50,000 for Anne Street Village Rehabilitation in place.

The PY 2022 Waterside Park restroom and pavilion project was originally funded under the PY 2022 CDBG action plan in the amount of \$293,619. Updated DID projections revealed a need for additional funding to ensure project completion. This will be resolved with the transfer of \$222,086 originally allocated in the PY 2023 CDBG action plan for Sidewalk Repairs to Waterside Park.

As required by the City's CDBG Citizen Participation Plan, the proposed substantial amendment was on public display for 30 days from May 9, 2024 to June 7, 2024. A public hearing was held on May 22, 2024; no comments were received. Public comment was received at the June 3, 2024 Council meeting within the 30 - day comment period, at which several concerned citizens requested that the PY 2023 Case Manager and



City of Salisbury

Anne Street rehabilitation monies not be reallocated to a different CDBG project.

At this time, I am requesting the Council's approval of the submitted revised resolution for the substantial amendment to the PY 2023 Action Plan.

42 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
43 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
44 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

45 **Section 7.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
46 if such recitals were specifically set forth at length in this Section 7.

47 **Section 8.** This Ordinance shall take effect from and after the date of its final passage.

48 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
49 of Salisbury held on the _____ day of _____, 2024 and thereafter, a statement of the substance of
50 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
51 of the City of Salisbury on the _____ day of _____, 2024

52 **ATTEST:**

53

54

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56 **Kimberly R. Nichols, City Clerk**

D'Shawn M. Doughty, City Council President

57

58 Approved by me, this _____ day of June, 2024.

59

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62 **Randolph J. Taylor, Mayor**

63

June 5th 2024

To: Andy Kitzrow
City Administrator

From: Chief Dave Meienschein

Reference: Ordinance- Donate \$3,500 for new K9 vehicle equipment (Hot n Pop)

Attached is a Ordinance requesting that the City Council accept the donation of \$3,500 for a HOT-N-POP system for the newly purchased K9 vehicle.

The HOT-N-POP system is a vital piece of equipment for the K9 vehicles to monitor the vehicles interior temperature. It also monitors the vehicle battery system which will indicate of low voltage or engine malfunction. The HOT-N-POP will activate an alarm if any of the following condition are detected.

Currently, the Police Department has four other K9 vehicles which have the same system and is routinely inspected and checked for proper use. This donation would allow for the purchase of a new HOT-N-POP system and cover the majority of installation.

Any further questions can be directed to me and if no further questions arise, please forward the Ordinance to the City Council.



David Meienschein
Chief of Police



47 Salisbury on the _____ day of _____, 2024.

48

49

50 **ATTEST:**

51

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53

54 _____
Kimberly R. Nichols, City Clerk

_____ **D'Shawn Doughty, City Council President**

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56

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58 Approved by me, this _____ day of _____, 2024.

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63 _____
Randolph J. Taylor, Mayor

06/10/2024

Mayor and Council of The City of Salisbury,

In June of 2023 The Salisbury Police Department applied for grant funding through The State of Maryland to hire a mental health qualified professional (co-responder) to integrate with officers in the field. In October of 2023 SPD was awarded Eighty-Four Thousand Five Hundred Dollars (\$84,500.00) for this purpose. This funding was accepted by council on January 2nd with the approval of Ordinance #2846. To date SPD has processed thirty-eight applicants through various stages of the testing process for the position, all of whom either failed to meet the required qualifications or were otherwise unable to complete a satisfactory police department background. SPD endeavors to fill the position with a qualified individual through continued advertising and applicant processing, however, due to time constraints of hiring and completing backgrounds we will not be able to complete the hiring process and utilize the entirety of state funding prior to the close of the grant period on September 30th, 2024. In addition to this state grant the City currently possesses adequate grant awards through Federal and private entities with which to fund the co-responder project. In lieu of returning these funds to The State, and with the approval of The Mayor and Council of The City of Salisbury, SPD seeks to request reallocation in the amount of Eighty-Four Thousand Five Hundred Dollars (\$84,500.00) to be used for other public safety enhancements in the way of replacement two-way police radios. This request to the State would fall within the parameters of permissible items of public safety enhancements in the original Notice of Funding Availability. SPD is currently facing an issue whereby the radio model being utilized by the majority of officers is at end of service life and will no longer be supported by the manufacturer. This radio replacement project is currently listed in the CIP and would be partially offset through the reallocation of these state grant funds. With reliable communication being a central element in maintaining the safety of officers and the transfer of pertinent information in order to complete the tasks associated with the service and protection of the community, should this request be approved, the reallocated funds would be used to replace 13 of the current radios requiring it.

Respectfully,



Captain John T. Felts





To: City Council

CC: Mayor Randy Taylor, Andy Kitzrow, John Tull, Kim Nichols, Julie English

From: Muir Boda, Director of Housing & Community Development

Subject: GovOS Short-Term Rental Legislation

Date: June 10, 2024

Council,

As discussed in a previous work session, we have prepared legislation for Short-Term Rentals. Our focus is to protect the health and safety of visitors to the City of Salisbury by ensuring that these rentals adhere to the same regulations and requirements as Standard Rentals such as smoke detectors, carbon monoxide detectors, and other similar requirements.

This legislation allows for owner-occupied and non-owner-occupied residences to operate as a Short-Term Rental.

Legislative actions:

- Enable Short-Term Rental regulation.
 - Define Short-Term Rentals and Standard Rental.
 - Define a Rental Owner's License.
 - Allow for electronic transmission of invoices and licenses.
 - Set maximum stay guideline (less than 31 days).
 - Set inspection requirements.
- What we removed from the legislation:
 - Liability insurance requirement (most platforms include or require).
 - Lead Paint certification (MDE requires for leases over 90 days).

This legislation will be making changes to Chapter 15.26 of the Salisbury Municipal Code which covers the rental of a residential residence.

Muir Boda
Director of Housing & Community Development



Housing & Community Development Department
207 W. Main St, Suite 102 Salisbury, MD 21801

42 "Mailing address" means the mailing address of an owner of a rental dwelling unit as recorded in the
43 records of the Maryland Department of Assessments and Taxation (MSDAT). The owner is responsible for
44 maintaining the owner's current mailing address with MSDAT.

45 "New owner" means the owner of a rental dwelling unit that:

- 46 a. Has been annexed into the city;
- 47 b. Has received a use and occupancy permit;
- 48 c. Title to which has been transferred to a new owner; or
- 49 d. Has been converted to rental use.

50 "New rental dwelling unit" means a rental dwelling unit that:

- 51 a. Has been annexed into the city;
- 52 b. Has received a use and occupancy permit;
- 53 c. Title to which has been transferred to a new owner; or
- 54 d. Has been converted to rental use.

55 "Person" means any individual, partnership, firm, corporation, association or other legal entity of
56 whatsoever kind and nature.

57 **"Rental Owner's License" means a license issued by the Director of HCDD to an individual or**
58 **legal entity (e.g., individual, partnership, corporation, etc.) that owns a majority interest in one or**
59 **more dwelling units, that authorizes the individual or legal entity to register dwelling units within the**
60 **City to rent or lease as standard rental unit(s) and/or as short-term rental unit(s).**

61 **"Standard Rental"** ~~"Rental"~~ means leasing or allowing occupancy or usage of a dwelling unit, either
62 directly or by an agent, in consideration of value, including personal services, paid or tendered to or for the
63 use or benefit of the lessor **for periods of (31) thirty-one consecutive days or longer.** Rental does not
64 include an owner allowing use of a dwelling unit by immediate family members for no monetary
65 consideration paid directly to or for the use or benefit of the owner. Payments for government services,
66 taxes, utilities, or property maintenance items made by the immediate family occupant(s) shall not be
67 deemed to be monetary consideration paid to or for the use or benefit of the owner.

68 **"Short-term rental" means the offering of lodging accommodations in a residential dwelling**
69 **unit or accessory building for periods of less than thirty-one (31) consecutive days to transient guests.**

70 "Tenant" means a person who rents a dwelling unit.

71 "Tenants' rights lease addendum" means the written addendum required by the city which provides
72 information about legal rights of tenants and maximum occupancy by unrelated individuals.

73 ...

74 **15.26.040 Standard Rental dwelling unit registration.**

75 A. 1. The owner of a **standard** rental dwelling unit(s) shall register each unit by filing a registration form
76 with the housing and community development department (HCDD) on or before December 31, 2007.

77 2. Registration forms shall be provided by HCDD. A new **standard** rental dwelling shall be
78 registered within sixty (60) days of becoming a new rental dwelling unit.

79 3. The fee for annual registration of a **standard** rental dwelling unit shall be set by ordinance.

80 B. 1. Annual registration of existing **standard** rental dwelling units shall occur on or before March 1 of
81 each year with the department of finance (finance).

82 2. Invoices for registration fees shall be sent on or before January 15 of each year by mailing an
83 invoice addressed to the owner's mailing address.

84 C. If the property was built before 1978, a lead paint certification with the Maryland Department
85 of the Environment must be submitted during the registration process for properties that rent
86 or lease to the same tenant(s) for more than 90 days.

87 D. An owner shall notify the city when a standard rental dwelling unit is converted to a nonrental use.

88 **15.26.041 Short-Term Rental (STR) dwelling unit registration.**

89 A. 1. The owner of a STR dwelling unit(s) shall register each unit by filing a registration
90 form with the housing and community development department (HCDD) on or before
91 March 1, 2025.

92 2. Registration forms shall be provided by HCDD. A new STR dwelling shall be
93 registered within sixty (60) days of becoming a new rental dwelling unit.

94 3. The fee for annual registration of a STR dwelling unit shall be set by ordinance.

95 B. 1. Annual registration of existing STR dwelling units shall occur on or before March
96 1 of each year with the department of finance.

97 2. Invoices for registration fees shall be sent on or before January 15 of each year by
98 mailing an invoice addressed to the owner's mailing address or electronically
99 transmitted through the software application process of the license and registration,
100 which the owner has access through their registered account or the owner's
101 registered e-mail address with the City.

102 C. An owner shall notify the City when a STR dwelling unit is converted to a nonrental use.

103 D. All owners of any occupied and/or advertised STR dwelling units shall have a valid,
104 unrevoked Rental Owner's License issued by HCDD. Once a Rental Owner's License is
105 received, an owner must register all STR dwelling units with HCDD and pass an annual
106 external and internal inspection of the property by HCDD to register the rental dwelling unit.

107 E. As part of the registration, a short-term rental owner must:

108 1. Provide documentation and a signed declaration of compliance attesting to
109 compliance with subsections (2) through (9) below.

110 2. Comply with all applicable city, state, and federal laws.

111 3. Provide a statement as to whether the proposed STR is the Property Owner's primary
112 residence, a second home residence, or a secondary residence on the property.

113 4. Ensure that all dwelling units have approved working smoke alarms and carbon
114 monoxide alarms in every bedroom and on every level of the home in accordance with
115 state and local law.

116 5. Post the following information in a conspicuous place within each dwelling unit used
117 as a short-term rental:

118 a. Emergency contact information.

119 b. Contact information for the short-term rental host or authorized agent.

120 c. Street address.

121 d. Floor plan indicating fire exits and escape routes.

- 122 e. Housing and Community Development Department contact information –
123 address and email.
- 124 f. City and association rules regarding parking, noise, and trash.
- 125 6. Maintain and keep readily available for inspection, a guest registry that includes at a
126 minimum:
- 127 a. The name of each guest.
- 128 b. Check in/out dates.
- 129 c. Rent paid.
- 130 7. Post a valid rental license number on all listings advertising the short-term rental
131 dwelling unit.
- 132 8. Remit all applicable local taxes and required fees.
- 133 9. Submit written confirmation from any applicable homeowners' association or
134 condominium association that the use of the property as a short-term rental is
135 permitted and that all common ownership community fees are no more than thirty
136 (30) days past due.

137 ...

138 **15.26.050 Annual Rental Owner's License ~~License for rental dwelling unit owners.~~**

139 A. 1. Each legal entity, e.g., individual, partnership, corporation, which owns a majority interest in a
140 rental dwelling unit(s) shall obtain a Rental Owner's License ~~license~~ from HCDD. A new owner
141 of a rental dwelling unit(s) shall obtain a Rental Owner's License ~~license~~ from HCDD within sixty
142 (60) days of becoming a new owner.

143 2. A Rental Owner's License ~~license~~ form shall be provided by HCDD.

144 3. The annual license fee shall be set by ordinance.

145 B. 1. Annual renewal of existing licenses shall occur on or before March 1 of each year with Finance.

146 2. An invoice for a license fee shall be sent on or before January 15 of each year, ~~by mailing~~
147 ~~an invoice addressed to the licensed owner at the owner's mailing address.~~

148 **3. The invoice shall be mailed to the address of the licensed owner or upon confirmation**
149 **of the owner, electronically transmitted through the software application process the**
150 **license and registration, which the owner has access through their registered account or**
151 **the owner's registered e-mail address with the City.**

152 **15.26.060 Failure to register or renew a standard or short-term rental dwelling unit or obtain Rental**
153 **Owner's License ~~owner license~~.**

154 A. 1. Failure of the owner of a standard or short-term rental dwelling unit(s) to renew a Rental Owner's
155 License ~~rental dwelling unit owner license~~ or on or before March 1st of each calendar year, shall cause
156 the owner to be **designated** ~~designation~~ as a noncompliant owner and to be assessed a noncompliant
157 rental dwelling unit owner license fee, which shall be set by ordinance for each license renewed on or
158 before July 1 of each calendar year.

159 2. a. i. If a Rental Owner's License ~~rental dwelling unit license~~ is not renewed on or before July
160 1 of each calendar year, then the rental dwelling unit owner shall be designated a delinquent
161 owner and the owner's rental dwelling unit owner license is revoked.

- 162 ii. If a new owner of a rental dwelling unit(s) fails to complete a license form provided by
163 HCDD and pay a license fee within sixty (60) days of becoming a new owner, then the new
164 owner shall be designated as a delinquent owner.
- 165 b. HCDD shall notify the owner of such designation by mailing a notice addressed to the owner
166 at the owner's mailing address. If applicable, the notice shall inform the owner that the rental
167 dwelling unit owner license is revoked and all rental dwelling units shall be vacated within
168 sixty (60) days. Any security deposit shall be returned to the tenant pursuant to provisions of
169 the Annotated Code of Maryland, Real Property Article, Title 8.
- 170 3. To remove delinquent owner status and to comply with the license requirements of this chapter,
171 a delinquent owner shall pay a delinquent rental dwelling unit owner license fee, which shall be
172 set by ordinance together with the required owner license fee for the current calendar year.
- 173 B. 1. Failure of the owner of a **standard or short-term** rental dwelling unit(s) to register rental dwelling
174 unit(s) on or before March 1 of each calendar year, shall cause the rental dwelling unit to be designated
175 as a noncompliant rental dwelling unit and shall cause the owner to be assessed a noncompliant rental
176 dwelling unit fee for each rental dwelling unit registered on or before July 1 of each calendar year
177 according to a fee schedule, which shall be set by ordinance:
- 178 a. If the rental dwelling unit is not registered on or before July 1 of each calendar year, then the
179 rental dwelling unit shall be designated as a delinquent rental dwelling unit.
- 180 b. If a new rental dwelling unit is not registered within sixty (60) days of becoming a new rental
181 unit, then the new rental dwelling unit shall be designated as a delinquent rental dwelling unit.
- 182 2. HCDD shall notify the owner of such designation by mailing a notice addressed to the owner at
183 the owner's mailing address. The notice shall inform the owner that the rental dwelling unit is a
184 delinquent rental dwelling unit, and the owner shall vacate any tenant occupying that rental
185 dwelling unit within sixty (60) days. Any security deposit shall be returned to the tenant pursuant
186 to provisions of Annotated Code of Maryland, Real Property Article, Title 8.
- 187 3. To remove delinquent rental dwelling unit status and to comply with the registration
188 requirements of this chapter, the owner of a delinquent rental dwelling unit shall pay a delinquent
189 rental dwelling unit registration fee, which shall be set by ordinance together with the required
190 registration fees for the current year.
- 191 C. All licensing and registration fees set forth herein shall be effective during the calendar year 2011 and
192 thereafter.
- 193 D. If an owner desires to register a delinquent **standard or short-term** rental dwelling unit, the rental
194 dwelling unit shall be subject to an inside and outside inspection by HCDD. All violations must be
195 corrected before the rental dwelling unit is registered. If the delinquent rental dwelling unit changes
196 ownership to a legal entity which is not owned or controlled by the delinquent owner, and the new
197 owner complies with all provisions of this chapter, the delinquent owner designation then terminates.
198 If the new owner fails to timely register a rental dwelling unit, then the delinquent rental dwelling unit
199 designation shall continue.
- 200 E. If the full amount of any fees due to the city is not paid by a delinquent owner within forty-five (45)
201 days of July 1 of each calendar year after billing, finance shall cause to be recorded in the city records
202 the amount of fees due and owing, and the full amount of any fees due to the city shall be collectible
203 in the same manner as real estate taxes are collected.
- 204 (Ord. No. 2163, 7-25-2011; Ord. No. 2456, 10-9-2017)
- 205 ...

206 **15.26.110 Denial, nonrenewal, revocation or suspension of license or registration.**

207 If after any period for compliance with this chapter has expired, the HCDD determines that a **standard**
208 **or short-term** rental dwelling unit or a rental dwelling unit owner fails to comply with any of the licensing
209 or registration standards set forth herein or with the occupancy provisions of this code, HCDD shall initiate
210 an action to deny, revoke, suspend, or not renew a registration or license and mail the owner a notice of
211 denial, nonrenewal, revocation, or suspension of the license or registration. The notice shall state:

- 212 A. That HCDD has determined that the rental dwelling unit fails to comply with the standards for
213 rental dwelling units in this chapter, and/or the owner has failed to comply with the Maryland
214 Department of Environment lead abatement reporting requirements;
- 215 B. The specific reasons why the rental dwelling unit fails to meet the required standards, including
216 copies of applicable inspection reports, or notices sent to a licensee about the rental dwelling
217 unit;
- 218 C. That the director will deny, refuse to renew, revoke, or suspend the license or registration unless
219 the owner appeals the determination within twenty-one (21) days after receipt of the notice, in
220 the manner provided in Section 15.26.120;
- 221 D. That after denial, nonrenewal, revocation or suspension, the rental dwelling unit shall be vacated
222 within sixty (60) days, and shall not be reoccupied until all violations are corrected and a license
223 and/or registration is granted by HCDD pursuant to provisions of Annotated Code of Maryland,
224 Real Property Article, Title 8;
- 225 E. The notice shall describe how an appeal may be filed under Section 15.26.120;
- 226 F. The director shall cause a notice to tenants to be mailed or delivered to each registered rental
227 dwelling unit and prominently posted on the building. The notice shall indicate that the rental
228 dwelling unit registration or owner license for the rental dwelling unit has been denied, revoked,
229 not renewed or suspended, whichever is applicable; that the action will become final on a specific
230 date unless the rental dwelling unit owner appeals and requests a hearing; that tenants may be
231 required to vacate the building when the action becomes final; that further information can be
232 obtained from HCDD.

233 The application of this section with regard to occupancy is subject to the city's policy directive on this
234 issue, as approved by resolution of the council.

235 **15.26.115 Tenants' rights lease addendum.**

236 Every new lease or renewed lease **of a standard rental dwelling unit**, whether written or verbal, shall
237 incorporate a written copy of the Tenants' Rights Lease Addendum, as amended from time-to-time, signed
238 by both the landlord or landlord's agent and all tenants of majority age. This addendum shall be made
239 available for inspection upon request of the housing official.

240 ...

241 **15.26.130 Vacation of rental dwelling units.**

242 When an application for a rental **owner's** license has been denied, ~~or~~ a **standard** rental dwelling **unit**
243 registration, **or short-term rental unit registration** has been revoked, suspended, or not renewed, the
244 director shall order the rental dwelling unit vacated within sixty (60) days pursuant to provisions of
245 Annotated Code of Maryland, Real Property Article, Title 8. **In the case of a short-term rental dwelling**
246 **unit, the dwelling unit must be vacated within 48 hours.**

247 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
248 **SALISBURY, MARYLAND**, as follows:

249 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
250 of this Ordinance shall be deemed independent of all other provisions herein.

251 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
252 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
253 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
254 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
255 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

256 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
257 if such recitals were specifically set forth at length in this Section 4.

258 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

259 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
260 of Salisbury held on the __ day of __, 2024 and thereafter, a statement of the substance of the Ordinance
261 having been published as required by law, in the meantime, was finally passed by the Council of the City
262 of Salisbury on the __ day of __, 2024.

263

264 ATTEST:

265

266

267 _____
268 Kimberly R. Nichols, City Clerk

_____ D'Shawn M. Doughty, City Council President

269 Approved by me, this _____ day of _____, 2024.

270

271

272 _____
Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: City Council
From: Meg Caton, Director of Human Resources
Date: June 11, 2024
Subject: Collective Bargaining Agreement Contracts

The City has concluded negotiations and finalized our agreements. Enclosed are the CBA's for the three unions for your review. Please let me know if you have any questions. Thank you.

Attachment: Contacts

Collective Bargaining Agreement

between

The City of Salisbury

and

AFSCME Maryland Council 3

General Government Unit

Fiscal Years 2025 and 2026

Table of Contents

Preamble 2

1. Recognition 2

2. Non-Discrimination 2

3. Federal, State, and Local Laws 3

4. Dues Deduction and Membership Maintenance 3

5. Union Rights 3

6. PEOPLE Check-Off 5

7. Labor Management Committee 5

8. Probationary Period 6

9. Discipline 7

10. Overtime 8

11. Grievances 12

12. Arbitration 15

13. Personnel Records 15

14. Work Week 16

15. Layoffs, Recall and Reduction 17

16. Seniority 17

17. Vacancies and Filling Bargaining Unit Positions, Reclassifications, Demotions 18

18. Leave 19

19. Holidays 32

20. Equipment 33

21. Job Classifications 34

22. Wages 34

23. Working Out Of Classification 35

24. Benefits 36

25. Health and Safety 36

26. Training, Certifications and Education 37

27. Uniforms and Clothing 38

28. Inclement Weather and Emergency Essential Employees 38

Appendix 1 – Bargaining Unit Classifications

Appendix 2 – Paid Parental Leave Policy

Appendix 3 – Pay Scales

Preamble

This Collective Bargaining Agreement (hereinafter referred to as the “Agreement” or the “CBA”) is entered into by and between the City of Salisbury, Maryland (hereinafter referred to as the “City” or the “Employer”) and the American Federation of State, County & Municipal Employees, Maryland Council 3, AFSCME, AFL-CIO (hereinafter referred to as the “Union”) pursuant to the City’s Labor Code, set forth at Chapter 2.25 of the Salisbury Municipal Code, for the purpose of promoting harmonious and cooperative relations between the Employer and the Union.

1. Recognition

1.1. Pursuant to Chapter 2.25 of the Code of the City of Salisbury, the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for employees in the General Government representation unit as defined by § 2.25.050(b) of the Code, as set out in this Article and the certification issued pursuant to § 2.25.090 of the Labor Code. When used in this Agreement, “Employee” shall mean a bargaining unit employee, which shall consist of all job titles set forth in Appendix 1, and excluding confidential and management employees as defined by § 2.25.020(c) and (j) of the Labor Code.

1.2. Unit integrity. The Employer recognizes the integrity of the bargaining unit. Management employees or other non-bargaining unit employees may not perform bargaining unit work to such extent that a full-time or part-time employee will lose their position.

1.3. In the event a new classification is established, the Employer shall promptly notify the Union of the new classification. The parties shall meet promptly for the purposes of discussing whether the classification shall be included in the bargaining unit. If the Employer and the Union cannot agree on this issue, in the absence of any other procedure established pursuant to the Labor Code, a party may submit the unit clarification question to arbitration pursuant to Article 12 of this Agreement.

2. Non-Discrimination

2.1. The provisions of this Agreement will be applied equally for all members of the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, political affiliation, sexual orientation, gender identity, physical or mental disability, genetic status, or Union activity,

2.2 No provision of this Article shall permit an employee to violate a federal, State, or City ethics law.

3. Federal, State, and Local Laws

3.1. In the event of a conflict between this Agreement and Federal, State, or local law, the law shall prevail.

3.2.

(a) Employees continue to be subject to the City of Salisbury Employee Handbook. Where there is a conflict between a provision this Agreement and the Handbook or any other City rule or policy, this Agreement shall prevail, except where otherwise provided in the Code.

(b) Police Department Employees shall be subject to applicable Departmental policies and procedures, except where Departmental policy or procedure conflicts with an applicable term of the City of Salisbury Employee Handbook or this Agreement, in which case the City Employee Handbook or this Agreement shall prevail.

4. Dues Deduction and Membership Maintenance

4.1. The City agrees to deduct from the wages of any Employee who is a member of the bargaining unit all dues uniformly required in accordance with the authorization/check-off card and § 2.25.110 of the Code of the City of Salisbury. The Union will notify the City of any change in the rate of the dues it charges within thirty (30) days prior to any change in such dues. All dues collected shall be sent to AFSCME Maryland Council 3 no later than the fourteenth day of the succeeding month after such deductions are made.

4.2. The Director of Human Resources shall notify the Union within ten (10) days of any termination of authorization received.

4.3. The Union hereby agrees to indemnify the City for any and all claims arising out of the deduction of dues and/or fees pursuant to § 2.25.110 of the Code of the City of Salisbury.

5. Union Rights

5.1.

(a) The Employer shall furnish to the Union, on a quarterly basis and in a searchable and analyzable electronic format, a listing of all employees in the bargaining unit. Said listing will include Employee's: name, job class description, unit or department, date of hire, home address, work site address where employee receives interoffice or U.S. mail, home and work site telephone numbers, work e-mail address, position identification number or similar code, and salary.

(b) The Union agrees that it will only use the information provided by the City under this Article for the purpose of representing bargaining unit members, and the Union shall be

exclusively responsible for the protection and security of the information provided by the City. The Union may authorize third-party contractors to use the information received under this section for the purposes of maintaining or increasing employee membership in the Union or to carry out the Union's duties as exclusive representative. To the full extent permitted by law, the Union shall indemnify and save the City harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the City and/or for any improper disclosure for the purpose of complying with the provisions of this Section.

5.2. Non-employee representatives of the Union shall be permitted access to the workplace for the purpose of contract enforcement, union business, membership meetings, membership recruitment or organizing, labor-management meetings, and new employee orientation in accordance with this Section. Union representatives agree to conduct themselves professionally. Union representatives shall request permission for access to City facilities with no less than three (3) days prior notice to the Director of Human Resources. Such requests shall not be unreasonably denied. The City shall not deny Union representatives access to break rooms or other common areas where Employees congregate when not on duty. Union representatives may not be prohibited from accessing any workplace which is open to the public, provided that they shall not interfere with or interrupt normal City operations. Subject to availability and provided there would be no labor cost incurred by the City, the Employer shall provide to the Union common space such as conference rooms or class rooms for the purposes of Union business or activities.

5.3. Currently, the City holds new hire orientation sessions every other Monday. The City shall permit the Union up to thirty (30) minutes at the end of such sessions to meet with employees who are in the bargaining unit. The City shall notify the Union if no bargaining unit employees are scheduled to attend an upcoming session as soon as possible, but in no circumstances later than the Friday before a new employee orientation session. The Employer shall notify the Union of the names, job classifications, and departments of all new Employees no later than the Friday before the orientation session. The Employer will provide the information required by Section 5.1(A) for all new Employees within the first week of their start date. One Union employee, using Union Leave, and one Union non-employee representative will be permitted access, during work hours, for the purpose of this Section.

5.4. Union Leave

(a) The Employer shall annually grant the Union 800 hours of paid leave each fiscal year, to conduct Union business as provided herein and in Article 30, which shall be called Union Leave. In fiscal years in which contract negotiations are conducted the allowance shall be 1000 hours. All paid leave granted as Union Leave shall be paid at the Employee's straight time rate and shall not count as hours worked for purposes of overtime. Unused Union Leave at the end of the fiscal year shall not be carried over. Any working time spent on Union business after the Union Leave bank has been depleted shall be charged to the employee's own accrued leave.

The Employer shall approve Union Leave for three (3) bargaining unit members each to attend Union International and Council conventions. The Employer will be notified in writing of the name of the attendee thirty (30) days prior to the start of the absence. The parties will ensure that the absence of the attendees will not adversely impact operations.

(b) The Employer shall approve Union Leave for members of the Labor Management Committee to attend Labor Management Committee meetings, including thirty (30) minutes of preparation time per meeting.

(c) The Employer shall approve Union Leave up to five Employees for all meetings between the City and the Union for the purpose of collective bargaining. The Employer shall also approve Union Leave for preparation time for collective bargaining, provided that the request does not interfere with operations. The Union may from time to time ask other Employees to attend bargaining sessions. The Employer shall approve Union Leave for such Employees upon reasonable request.

(d) Union Officers and Stewards will be permitted reasonable release time during work hours for the purpose of investigating, writing, and filing grievances, and preparing for grievance and disciplinary hearings. Such time shall be charged to Union Leave, except that grievance meetings and hearings, arbitrations, and disciplinary hearings shall not be charged to Union Leave or another leave bank. Stewards shall request such release time no later than one (1) shift in advance, except in bona fide emergency circumstances, provided that the request will not interfere with operations. Such requests shall not be reasonably denied.

5.5. The Employer agrees to provide bulletin boards in agreed upon areas of each facility for use by the Union.

6. PEOPLE Check-Off

The City will deduct voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Fund from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. All dues collected shall be sent to AFSCME Maryland Council 3 no later than the fourteenth day of the succeeding month after such deductions are made. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.

7. Labor Management Committee

7.1. The Union and the Employer agree to form a standing Labor Management Committee which shall meet for the purposes of studying appropriate issues and addressing matters of concern in the areas including but not limited to personnel policies, practices, conditions of employment, the

Employee Handbook or other personnel policies and rules, safety policies and procedures, and other matters affecting employees.

7.2. The Committee will include three members each of the Union and the Employer. The Committee will be co-chaired by one member from the Union and one member from the Employer.

7.3. The Employer members of the Committee shall be City officials or managers with the authority to make policy for or recommend policy to the City.

7.4. The Committee may not change this Agreement.

7.5. The Union has the right to select, appoint, remove, and substitute Labor members of the Committee. With prior notice to the Employer members of the LMC, the Union has the right to invite a reasonable number of non-Committee member Employees to a meeting of the LMC based on the Employees' knowledge of or specialized interest in the subject matter of the meeting.

7.6. The Committee shall meet quarterly. The parties may mutually agree to meet on additional occasions; a request for a special meeting shall not be unreasonably denied. No less than two (2) weeks prior to each Committee meeting, the parties shall exchange proposed agenda items, if any.

8. Probationary Period

8.1. All newly hired Employees will serve a probationary period.

(a) Police Communications Officers will serve a twelve (12) month probationary period.

(b) All other bargaining unit Employees will serve a six (6) month probationary period.

(c) A probationary period may not be extended, except for one (1) additional three (3) month period by mutual agreement of the parties.

8.2. At the conclusion of the probationary period, the Employer may remove a new Employee if the Employee's performance is not satisfactory or the Employee is not suitable for the position.

8.3. Employees who have been elevated to a new level within their current position (i.e., Police Communications Officer 1 moving to Police Communications Officer 2) shall not be required to undergo an evaluation period or probation period.

8.4 Employees who are selected to fill a vacant position in a competitive promotion process shall serve a six (6) month probationary period in their new position in accordance with Section 8.2 above.

8.5. An Employee shall be evaluated at least twice during their probationary period, at least one of which evaluations shall occur approximately midway through the probationary period. Where an evaluation does not occur in accordance with this section, an Employee may not be removed pursuant to Section 8.2 for unsatisfactory performance until the Employer provides the required evaluation, in which case the probationary period shall be extended by a commensurate period of time, except that the period of time by which the probationary period shall be extended under this Section shall not exceed an additional three (3) months. Where an evaluation does not occur in accordance with this Section before the end of the extended probationary period, the Employee may not be removed pursuant to Section 8.2 for unsatisfactory performance.

8.5. The removal of a probationary employee pursuant to this Article may not be grieved except for a failure to provide the required evaluations as provided in Section 8.4.

9. Discipline

9.1.

(a) Employees will be disciplined only for just cause. The Employer has the right to discipline or discharge Employees who are on probation for any reason in its discretion, in accordance with Article 8. Discipline shall adhere to the principles of progressive discipline, including the Employer's right to impose higher levels of discipline based on the nature or severity of the conduct.

(b) Discipline may include some or all of the following steps: verbal warning, written warning, suspension, and discharge. Demotion and/or loss of leave may also be forms of discipline.

(c) Employees shall be permitted to present mitigating factors prior to the imposition of discipline.

(d) Disciplinary action will be taken in a manner designed to avoid embarrassing an Employee before other employees or the public.

9.2. An Employee will receive a written notice of discipline. This notice will include a statement of the cause for discipline. A copy of the notice will be provided to the Union. When meeting with an Employee to provide the Employee with a notice of discipline, the Employer shall allow the Employee to be accompanied by a steward.

9.3. The Employer shall issue discipline within thirty (30) calendar days of the conduct giving rise to the discipline or within thirty (30) days of when the Employer reasonably should have known of the conduct, provided that this period may be extended by the Employer one additional thirty-day period (30) after providing notice to the Union.

9.4. An Employee who receives a disciplinary notice will be asked to sign an acknowledgement of receipt. If the Employee refuses to acknowledge receipt, an appropriate written statement, signed by a witness may be used to evidence service. If an Employee is not in a duty status, the disciplinary notice will be sent to the Employee's last known address by certified or registered mail, return receipt requested. An Employee's failure to respond to the disciplinary notice does not preclude the Employee from grieving the imposed discipline.

9.5. An Employee may grieve any disciplinary action listed in this Article in accordance with the grievance procedures set forth in the Employee Handbook.

9.6. A notice of discipline cannot be used in any future discipline or evaluation unless discipline was imposed and (if challenged) upheld. Copies of all disciplinary actions will be forwarded to the Union.

9.7. The Employer shall permit the Union, through a representative appointed by the Union, to represent an Employee in any pre-imposition disciplinary hearing that is held in accordance with applicable law.

9.8. An Employee is entitled to a Union representative any time the Employee is questioned during an investigation, or any meeting which the Employee reasonably believes could lead to discipline being imposed.

9.9. Time frames in this Article may be extended by mutual consent of the Employer and the Union. Any such request shall be reduced to writing and shall not be unreasonably denied.

9.10. An Employee may be placed on administrative leave with pay which may continue until discipline is imposed, modified, lifted, or reversed.

10. Overtime

10.1. Nonexempt Employees will be compensated for overtime work as follows:

(a) Except for Police Communications Officers, Employees will be compensated at the rate of one and one-half (1 ½) times their hourly rate of pay for time they are required to work in excess of thirty-five (35) hours worked per work week.

(b) Police Communications Officers will be compensated at the rate of one and one-half (1½) times their hourly rate of pay for time they are required to work in excess of forty (40) hours worked per work week.

(c) Employees will be compensated at the rate of one and one half (1½) times their hourly rate of pay for all time worked on temporarily modified or non-regular shifts for which the Employee received less than forty-eight (48) hours (inclusive of weekends and holidays) notice.

(d) Leave with pay will be considered hours worked in the computation of overtime, except that time on leave with pay cannot receive an overtime premium.

(e) Employees who have been recalled to work after having left the Employer's premises shall be guaranteed a minimum of three (3) hours of pay or pay for the actual hours worked, whichever is greater. Employees who are recalled under this provision may be required to perform work for the duration of the guaranteed three-hour minimum, except that the Employee may not be required to perform work outside of the scope of their job description.

(f) Where an Employee is eligible for more than one pay premium, those premiums shall compound, except that the total pay including the premiums shall not exceed twice the Employee's hourly rate of pay.

(g) Overtime must be authorized by the Employee's supervisor before the overtime is worked. Work performed in response to calls through the established call-in or notification procedure shall be deemed authorized.

10.2. Exempt employees shall earn compensatory time at the rate of one and one-half (1½) hours for each hour of overtime as set out in Section 10.1. In cases where double time or a higher rate of overtime applies, that rate will apply to the compensatory time earned. A nonexempt employee may elect to receive compensatory time in lieu of pay under Section 10.1.

(a) The City reserves the right at any time to pay an employee for overtime in lieu of accruing compensatory time.

(b) Compensatory time must be paid out upon termination of employment or retirement. The time shall be paid at the greater of the average regular rate of pay received by the employee over the last three years of employment, or the final regular rate of pay received by the employee.

(c) On December 31 of every year, the City shall pay out all accrued compensatory time in excess of 160 hours to the Employee at the Employee's regular rate of pay.

(d) The Employer shall not require or otherwise induce an Employee to use compensatory time. The Employer shall not require or compel any meeting with an Employee with regard to their use of compensatory time, except in accordance with the leave approval procedures of this Agreement.

10.3. Overtime or compensatory time work shall be distributed equitably among the Employees working within the same job class, work location, and, where applicable, certification, training, skills or experience.

(a) Overtime or compensatory time lists will be posted at each work site every six (6) months to record all overtime or compensatory time worked in that six (6) month posting period by all bargaining unit Employees at or working out of that site.

(b) When overtime or compensatory time is necessary, it will be offered first to the qualified Employee or Employees starting with the Employee with the least number of overtime or compensatory time hours. Where employees have the same number of hours, the Employer will offer the time to the more senior employee first.

(c) Employees who are offered but refuse overtime or compensatory time will be credited with having worked the time for the purpose of overtime or compensatory time equalization only.

(d) There will be no mandatory overtime or compensatory time unless all bargaining unit Employees qualified to perform the duties of the overtime or compensatory time work refuse to do so. In such a case the most junior qualified Employee or Employees will be assigned the overtime or compensatory time hours.

(e) In the event that overtime or compensatory time work is required because of a non-work hour unexpected emergency (i.e. a fallen tree, water main break, building break-in, ice patch, police incidents, etc.), the supervisor receiving the call to respond to the emergency is exempt from the requirement to offer overtime or compensatory time to the Employee with the least number of overtime or compensatory time hours and can call in the Employee best qualified to respond to the emergency in the most efficient manner. This exemption to calling in the Employee with the least number of overtime or compensatory time hours is only intended for unexpected emergencies and does not include snow removal.

(f) For purposes of this Section, a “qualified” Employee means an Employee with the necessary certification(s), training, skills or experience.

10.4.

(a) Police communication personnel are limited to working sixteen (16) consecutive hours with a minimum of eight (8) hours between shifts.

(b) For festivals and events, when sufficient qualified Employees volunteer to cover the event or festival, they will be limited to working twelve (12) hours, with a minimum of eight (8) hours between shifts. If sufficient qualified Employees do not volunteer to work overtime or compensatory time, employees may be allowed to work up to sixteen (16) hours, with a minimum of eight (8) hours between shifts.

(c) CDL drivers will be limited to working twelve (12) consecutive hours, with a minimum of eight (8) hours between shifts.

10.5. The Employer agrees not to change the schedules of any Employee solely to avoid the payment of overtime or compensatory time.

10.6. Employees will be entitled to an unpaid meal break of thirty (30) minutes after four (4) consecutive hours of overtime or compensatory time worked.

10.7. On-call pay

(a) Where the Employer requires an Employee to remain on-call, available for work, and the Employee is not able to come and go as they please, the Employee shall be paid two (2) hours of pay at the straight time rate for every week they spend on-call. For the purposes of this section, a "week" shall be defined as every seven days an Employee is on-call, or is on-call for all hours not a part of their regular work schedule. When an employee works time after a call-in, the on-call pay shall be applied to the time worked.

(b) An Employee not on compensable on-call shall not be disciplined or otherwise have their work record adversely affected if they are not available for work upon being called, except in accordance with the emergency call-in procedure pursuant to Article 28 of this Agreement.

10.8. The Employer shall continue its study of training requirements and pay premiums, and subject to its duty under § 2.25.080 of the City Labor Code, implement the resulting policy.

10.9. The parties agree that this Article will be administered consistent with the requirements of the Fair Labor Standards Act and the City's rules and regulations.

10.10.

For employees where the majority of the hours of their shift falls within the window of 4:00 p.m. and 11:59 p.m., there shall be a shift differential of \$0.50/hour for all time worked during that shift.

For employees where the majority of the hours of their shift falls within the window of 12:00 a.m. and 7:59 a.m., there shall be a shift differential of \$0.60/hour for all time worked during that shift.

Notwithstanding the above, employees who work a twelve (12) hour shift shall receive the applicable shift differential for all hours worked during the windows set forth above.

11. Grievances

11.1. A grievance is defined as a dispute between the Employer and the Union concerning the application or interpretation of the terms of this Agreement.

11.2. If an aggrieved Employee's claim is covered by the grievance procedure provided under the Employee Handbook, that procedure shall apply and the grievance may not be pursued under this Agreement's grievance procedure. An Employee shall not be permitted to use both this Agreement's grievance procedure and the Employee Handbook grievance procedure to challenge the same action. Where a grievance is found to have been raised under the incorrect procedure, the aggrieved employee or the Union may transfer the grievance to the alternative grievance procedure. In such a case, the time between the initial filing of the grievance and the date of the transfer request shall be considered tolled with regard to any limitations periods or timeliness issues.

11.3. Cases involving a grievance regarding a decision made by the aggrieved employee's immediate supervisor initially will be processed beginning at Step Two.

11.4.

(a) Should an Employee believe that a need has arisen for an immediate meeting with a steward or other Union representative they will be allowed to do so only after requesting permission from their immediate supervisor. The Employee will be allowed reasonable time during working hours to meet, with no loss of pay or benefits. Such request will be granted so long as it does not interfere with the performance of the Employee's work or the operations of the City.

(b) If an Employee believes that an assigned task is illegal or unsafe, the Employee will not be denied an opportunity to make an immediate phone call to a steward or Union representative prior to performing the task.

11.5.

(a) The parties shall attempt to resolve grievances at the lowest possible level.

(b) Grievances must be filed within the time frames specified in this Article. Grievances not filed or appealed in a timely manner will be considered resolved based on the Employer's last

action. Grievances that have not been responded to by the Employer within the time frames set forth in this Article will be moved to the next step in the contractual procedure. When the next step is binding arbitration and the Employer does not respond within the established time frame, the Union will notify the Employer in writing that it plans to proceed to binding arbitration unless the Employer responds to the grievance within ten (10) working days. If the Employer again fails to respond to the grievance, and the Union proceeds to arbitration, the Employer will bear the full cost of the arbitration.

(c) The parties may, by mutual agreement, waive certain steps, and/or extend stated time frames. Such mutual agreement will be reduced to writing and signed by the parties prior to the expiration of said time frame. Grievances may, by mutual agreement of the parties, be advanced to any step.

(d) A grievance may be filed by an aggrieved employee. The Chief Steward or their designee may file a grievance. A grievance shall identify: (i) the Employee or Employees aggrieved; (ii) the alleged violation; and (iii) the remedy sought. Class grievances may be permitted when the grievance involves (i) multiple employees; (ii) the same underlying facts and issues; and (iii) the same alleged violations of this Agreement. Class grievances will be processed beginning at Step 2 of the grievance procedure, unless the grievance involves a cross-departmental issue in which case it will be processed beginning at Step 3.

(e) At each step of the grievance procedure, the Employee is entitled to representation by a Steward or other Union representative unless the Employee waives such representation. The Employer recognizes and will deal with authorized Council 3 representatives at any step. If an Employee objects to representation, the Union may still have a representative present at any step to observe the meeting.

(f) Where the Department Head is an Employee's immediate supervisor, grievances will be initiated at Step One of the following procedure. If there is no resolution at Step One, the grievance will move to Step Three.

11.6. Grievance Procedure

(a) The parties will attempt to resolve an Employee's concerns prior to the filing of a formal written grievance. If a grievance cannot be resolved through informal discussion (which shall not extend the filing deadline) with an immediate supervisor it shall be processed as follows.

(b) Step One: This Step One procedure will, at a minimum, involve the Employee's Steward and the Employee's immediate supervisor and may include a representative of the Human Resources Department as well. Information about the grievance will be submitted in writing to the

Employee's immediate supervisor and the Human Resources Director within thirty (30) working days of the occurrence that gave rise to the grievance or within thirty (30) working days of the time the Employee should reasonably have been expected to have knowledge of the occurrence that gave rise to the grievance. The supervisor will, within ten (10) working days of receipt of the written submission, meet with the steward and the Employee for the purpose of discussing and resolving the grievance. The immediate supervisor will, within ten (10) working days of the meeting, respond to the steward in writing addressing the issues raised by the grievance. This Step One procedure will occur during normal working hours exclusive of lunch or break times. The steward will be provided a reasonable period of time to investigate and document the Employee's problem in this and all successive steps of the grievance procedure in accordance with Articles 5 and 30.

(c) Step Two: If the grievance is not resolved at Step One, an appeal may be submitted in writing no later than ten (10) working days from receipt of the immediate supervisor's written response to the Employee's Department Head, or their designee, and the Human Resources Director. The Department Head or their designee and a representative of the Human Resources Department will, within ten (10) working days from receipt of the grievance, meet with the Steward for the purpose of resolving the grievance. At the Union's discretion, present at the meeting may be the Employee, Steward, or the Chief Steward, and reasonable and necessary witnesses for the Employee. The Department Head or their designee will respond in writing to the Union within ten (10) working days of the meeting.

(d) Step Three: If the grievance is not resolved at Step Two, an appeal may be then filed in writing with the City Administrator, or designee, and the Human Resources Director, within ten (10) days from receipt of the Step Two response. The City Administrator, or designee, will, within ten (10) working days from receipt of the appeal, schedule a meeting at a mutually acceptable time and date. The City Administrator may include any management representatives in the meeting that he or she deems appropriate. The City Administrator or their designee will respond to the Union in writing within ten (10) working days of the meeting. At the Union's discretion, present for the Union at the meeting may be the Employee, Chief Steward, and reasonable and necessary witnesses for the Employee.

11.7. Should the grievance not be resolved at Step Three, the Union may request arbitration for a grievance. The decision whether to proceed to arbitration will rest solely with the Union. Arbitration will not occur without a formal written request to the City Administrator and the Human Resources Director by the Union within twenty (20) working days from receipt of the Step Three response.

12. Arbitration

12.1. Arbitration brought under this Agreement shall use the procedure set out in this Article.

12.2. If the parties are unable otherwise to agree on an arbitrator within five days of the initial request, they shall make their selection from a list of five neutrals provided by the Federal Mediation and Conciliation Service (“FMCS”) who are members of the National Academy of Arbitrators and rostered within the FMCS 125-mile “Metropolitan” area. If the parties are unable to agree upon the selection of one of the arbitrators within three work days after receipt of the list, then the administration and the employee organization shall strike one name from the list alternately until one name remains. The remaining person shall be the duly selected arbitrator. If, for any reason, the selected arbitrator is unable to serve, the parties shall select the last struck arbitrator from the list. The arbitrator’s decision shall be final and binding on the parties. The cost of arbitration shall be borne equally by the parties involved.

12.3. Nothing in this Agreement limits the right of an Employee to utilize procedure(s) or seek remedy(ies) pursuant to local, state or Federal law unless expressly provided herein.

13. Personnel Records

13.1. The only official personnel file will be the file maintained by Human Resources. The official personnel file is the only file that is valid for purposes of promotion, discipline and other employment actions. No anonymous material of any type shall be included in the official personnel file, except for anonymous material which is part of a completed investigation that is maintained in the employee’s personnel file.

13.2. By appointment with Human Resources, Employees will be permitted to examine and make copies of their complete personnel file within two (2) working days after a written request has been made.

13.3. Access to an Employee's personnel file will be restricted to persons acting with a legitimate operational purpose.

13.4. Before derogatory information is placed in a file, it must include the name of the person submitting the information for the file and the date. Also, before derogatory information is placed in the file, the Employee will be given the opportunity to acknowledge that the Employee has reviewed such material by signature or other form of acknowledgement (e.g., an email). Signature or other acknowledgment by the Employee merely indicates that that the Employee has read the material to be filed and does not signify that agreement with the content.

13.5. Employees will have the right to respond to any material filed and that response will be attached to the file copy.

13.6. Employees will have the right to have a Union representative present during their review of their personnel file.

13.7. The City shall not keep medical information or records in a personnel file except where necessary. The City shall restrict access to any medical information of Employees to those persons with a need for access for the purposes of relevant leave need or accommodation requests.

13.8. The provisions of this Article shall apply to any file maintained individually for Employees by any Department.

14. Work Week

14.1. The work week shall begin on Saturday and end on Friday.

14.2. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime or compensatory time.

14.3. A full-time Employee's regular work schedule may not be changed for arbitrary or capricious reasons. Changes to an Employee's regular work schedule shall be made on no less than thirty (30) calendar days' notice, unless such notice is waived by the Employee, or unless such notice is not reasonable due to operational needs. In the event that a work schedule change(s), for one or more Employees, may impact the number of hours worked by the Employee(s), the Employer shall negotiate over the change in hours. This Section shall not apply to part-time Employees.

14.4. A part-time Employee's regular work schedule may not be changed for arbitrary or capricious reasons. Changes to an Employee's regular work schedule shall be made on no less than thirty (30) calendar days' notice, unless such notice is waived by the Employee, or unless such notice is not reasonable due to operational needs.

14.5. The Employer shall, upon request, meet with the Employee regarding a change of schedule to discuss alternative schedule arrangements.

14.6. This Article shall not apply to temporary schedule changes which are in effect for less than fourteen (14) calendar days.

15. Layoffs, Recall and Reduction

15.1. Layoffs

(a) Prior to the layoff of any Employee, all temporary and then probationary Employees within the same classification and department, in reverse seniority order, will first be laid off. After all temporary and probationary Employees have been laid off, if further layoffs are needed, Employees will be laid off in reverse seniority order within the same classification and department.

(b) If an Employee is scheduled to be laid off, that Employee may transfer to a vacant position in an equally rated classification that the Employer decides to fill, provided that the Employee is qualified for the position requested.

(c) The Union will be provided ninety (90) days' notice, or as much notice as reasonably practicable under the circumstances, in advance of any intended layoffs. Employees to be laid off will be provided a thirty (30) day notice prior to layoffs, or as much notice as reasonably practicable if thirty days is not practicable.

(d) Employees will continue to accrue seniority while on layoff for one (1) year, or at the discretion of the Employer up to two (2) additional years.

15.2. Recall

If a regular full-time Employee is laid off in a reduction-in-force the Employee's name will be placed on a re-employment list and the Employee will have priority re-employment rights to any vacant position for which the Employee is qualified for a period of twelve (12) months following the layoff. During the one (1) year period following the date of layoff, no new Employees will be hired to fill a vacant position until all Employees on layoff status who are on record as qualified have been offered re-employment by registered mail, return receipt requested. Re-employment offers will be made in order of seniority. Laid off Employees will be allowed five (5) business days from receipt of offer to respond and two (2) weeks after response to report back to work. Such notice period may be waived by the written request of an Employee. An Employee who declines such an offer may be struck from the recall list.

16. Seniority

16.1. Seniority is defined as the length of uninterrupted service with the Employer beginning at the Employee's hire date.

16.2. Service will only be interrupted by a resignation, retirement, or termination for just cause.

16.3. Seniority will continue to accrue during all leaves as specified in this Agreement or any other approved leave.

17. Vacancies and Filling Bargaining Unit Positions, Reclassifications, Demotions

17.1. All new and vacant bargaining unit jobs will be posted (internally and/or externally, as provided in Section 17.2 below) for a period of not less than ten (10) working days. The Union President or designee will be provided a copy of said job posting, which the Union may post on Bulletin Boards as per Article 5, Section 5.5, no later than the same day the job is posted publicly.

17.2. The Employer shall determine, in its discretion, whether to attempt to fill a vacancy in a bargaining unit position through an internal selection process or through an internal/external selection process. Employees may apply for bargaining unit positions that are to be filled through either type of selection process.

17.3. When two or more candidates are deemed to be completely equal by the Employer, the most senior internal candidate shall be given the position.

17.4. If the Employer reclassifies an Employee's position, the Employer will ensure that the Employee will not experience a reduction in salary or hours. In the event an Employee's duties and responsibilities increase, the Employee's salary will be increased following procedures outlined in the Employee Handbook.

17.5. The Employer may demote a bargaining unit member to a lower paying job for disciplinary reasons or due to inadequate performance, but only after being given written notice of their deficiencies and given a ninety (90) day opportunity to improve. Except where the demotion occurs under Article 8 of this Agreement, a demotion may be grieved as a disciplinary action pursuant to the Employee Handbook.

17.6. The Employer shall provide forty-five (45) days notice before changing an Employee's primary work site unless such notice is not reasonably practicable, in which case as much notice as reasonably practicable shall be provided. This section does not apply where there is a City-declared emergency, or where there is a safety issue that prevents the use of the Employee's primary work site.

18. Leave

18.1. General Provisions

(a) Leave under this Article may be taken in increments of a quarter hour.

(b) Should a holiday under Article 19 or a workplace closure under Article 28 occur while an Employee is taking leave under this Article, the Employee will only be charged for that portion of the day they normally would have been required to work.

(c) For purposes of Sick and Safe Leave and bereavement leave, a family member shall include:

(i) the spouse or domestic partner of the Employee, where domestic partner is defined as an individual who resides with an Employee for at least the last six consecutive months;

(ii) a child (meaning biological, adopted, foster, stepchild, domestic partner's child, child for whom the employee has a legal or physical custody or guardianship or stands *in loco parentis*);

(iii) a parent (meaning biological, adopted, foster, or stepparent, and any individual who acted as a parent or stood *in loco parentis* of the Employee or of the Employee's spouse or domestic partner);

(iv) a grandparent (meaning biological, adopted, foster, or step-grandparent);

(v) a grandchild (meaning biological, adopted, foster, or step-grandchild); and

(vi) a sibling (meaning biological, adopted, foster, or step-sibling).

(d) For the purposes of this Article, "operational necessity" shall mean a situation in which the Department, Division, Branch or other operational unit will not be adequately staffed or there will not be sufficient personnel possessing the appropriate skills or experience. In any situation in which operational necessity causes the Employer to cancel or deny leave, the Employer shall cancel or deny later-received leave requests first, and then shall cancel or deny leave based on seniority, subject to staffing needs as described in the preceding sentence.

(e) Civilian employees of the Police Department shall have all leave front loaded on January 1 of each year. When a civilian employee of the Police Department begins their employment, they shall receive all leave front loaded on a pro rata basis. An employee subject to the subsection who leaves their employment shall owe back unaccrued leave taken.

18.2. Annual Leave

(a) Employees will earn annual leave days on a monthly basis based on years of service with the Employer, calculated from the Employee's initial hire date, as set forth in the chart below. The earned leave becomes available for the Employee's use on the first day of the following month.

Completed Years of Service	Leave Earned per Month	Hours Earned Per Month for 7 Hour Employee	Hours Earned Per Month for 12 Hour Employee
0 - 1 year	.833 days per month	5.83	7.0
1 - 5 years	1 day per month	7	8.33
6 - 10 years	1 ¼ days per month	8.75	10.5
11 - 15 years	1 ½ days per month	10.5	12.6
16 - 20 years	1 ¾ days per month	12.25	14.7
21+ years	2 days per month	14	16.8

(b) Any request for leave must be submitted at least three (3) days in advance to the supervisor and must not conflict with the operation of the department.

(c) Annual leave approval will not be revoked except in exigent circumstances. If an Employee is required to work on a day that had been scheduled for annual leave, that day shall not be charged to the Employee's annual leave bank. If the Employer requires an employee to cancel a vacation after it is approved, the Employer will reimburse the Employee any mitigated expenses incurred by the Employee. Mitigated expenses are those that have actually been paid to a third party (prepaid expenses such as airline tickets, cruise ship tickets, hotel reservations, vehicle rentals, etc.) by the Employee prior to the Employer canceling the vacation and for which the Employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred, documentation of efforts to mitigate expenses, and documentation of refunds or credits may be required. The re-imbursement of mitigated expenses shall be paid to the Employee no later than thirty (30) days from the date of submission of the claim, provided the Employer can validate the Employee's loss.

(d) Employees shall carry over leave between calendar years in accordance with the following table:

Completed Years of Service	Annual Leave Carryover for 7 Hour Employee	Annual Leave Carryover for 12 Hour Employee
1-5 years	210	250
6-10 years	210	250
11-15 years	245	292
16-20 years	245	292
21+ years	280	334

(All leave amounts are stated in hours)

(e) On their final check after separation from employment in good standing, Employees will be paid for all accrued but unused annual leave and holiday time as defined by this agreement. Employees who separate from employment for any reason shall be paid for all accrued but unused compensatory time. A separation in good standing is defined as a voluntary resignation with at least two (2) weeks' notice (during which an employee may not use accrued leave) or an involuntary separation that is not for cause.

(f) Employees who become ill, are injured, or are hospitalized while on annual leave will be permitted to use sick leave in lieu of annual leave for the duration of the illness, injury, or hospitalization provided that: (i) a written request to do so is submitted to the Employer within fifteen (15) days of the end of the approved annual leave; and (ii) the request is accompanied by a doctor's certificate or note attesting to the duration of the illness, injury, or hospitalization.

(g) Employees who are rehired within two years of their termination date, will have their accrual times reinstated to the accrual rate they were earning prior to termination

(h) Employees who have not reported to work in the entire preceding month due to annual leave, military leave, or on-the-job injury shall continue to be credited leave on the first day of the next month. Employees who have not reported to work in the preceding month for any other reason shall not continue to be credited leave on the first day of the next month.

(i) In the case of absence due to on-the-job injury, annual leave will continue to accrue for six (6) months, after which it shall cease to accrue.

18.3. Wellness Leave

(a) Following the first full month of service working for the City, full-time Employees shall be credited with one wellness leave day per month worked. For Employees who work a 35-hour

weekly schedule, “one wellness leave day” means seven (7) hours of wellness leave. For Employees who work a 42-hour weekly schedule, “one wellness leave day” means eight and one-third (8.33) hours of wellness leave.

(b) Wellness leave is credited on the first day of each month.

(c) Wellness leave will not be earned on the first day of the month if the employee has not worked during the entire previous month due to any cause other than vacation, military leave, or on-the-job injury. After the first six (6) months of absence due to on-the-job injury, wellness leave shall cease to accrue.

(d) Employees may use wellness leave for any purpose sick and safe leave may be used. Wellness leave may also be used for family necessity or if the employee is needed to care for a Serious Health Condition of an immediate family member. One (1) day of wellness leave may be used for bereavement leave where bereavement leave would otherwise be unavailable.

(e) In the event that wellness leave (that is not covered by Section 18.4) is used for a purpose for which sick and safe leave may be used, the Employee may be required to provide a doctor’s note.

(f) Upon retirement, an employee shall be paid 25% of all accrued wellness days up to a maximum of thirty (30) days. Payment will be based upon the rate of pay immediately preceding retirement. An Employee who dies while in service and is also eligible for retirement through service or age shall be entitled to payment of up to 25% all accrued wellness days up to a maximum of thirty (30).

18.4. Sick and Safe Leave

(a) On January 1 of each calendar year, full-time employees shall be front-loaded 64 hours of sick and safe leave. New employees shall be front loaded a *pro rata* amount of sick and safe leave, based on the date of hire, after completion of probation. Part-time employees who regularly work more than twelve (12) hours per week accrue sick and safe leave at a rate of one (1) hour of leave for thirty (30) hours. Employees may not have more than sixty-four (64) hours of sick and safe leave in their banks at any time.

(b) Employees may use sick and safe leave for any of the purposes set out in the Maryland Healthy Working Families Act, Md. Code Ann. §§ 3-1301 *et seq.*

(c) Sick and Safe Leave is a sub-bank of Wellness Leave and is not a separate accrual of time. Sick and Safe Leave is Wellness Leave that is designated as Sick and Safe Leave.

(d) If the need to use sick and safe leave is foreseeable, the employee shall provide notice to the Employer no less than seven (7) days before the date the leave would begin. If the need to use sick and safe leave is not foreseeable, the Employee shall provide notice to the Employer as soon as is practicable.

(e) The Employer may require an Employee to provide a doctor's note if the leave used was for more than three (3) consecutive shifts. An Employee who shows a pattern of using Wellness Leave the day before or the day following a holiday more than two (2) times in a twelve (12) month period may be placed on sick and safe leave restriction. Employees on sick and safe leave restriction may be required to provide a doctor's note or other documentation for use of sick and safe leave.

18.5. Advanced Wellness Leave

Before a request for advanced wellness leave can be approved, an employee must have utilized all available earned paid leave.

An employee may use advanced wellness leave not in excess of 96 hours in a twelve-month period in cases of serious disability or ailments and when the exigencies of the situations so require. This advanced wellness leave may be used in addition to the accumulated wellness leave to the credit of the employee. The following requirements must be observed if wellness leave is advanced:

- The period of absence from duty on account of illness must be for a period of at least five or more consecutive work days, except that a lesser amount of wellness leave may be advanced to supplement accumulated leave to cover a continuous period of absence of five or more work days.
- Every case of advanced wellness leave will be supported by a certificate of a practicing physician stating the nature of the illness and necessity for advanced wellness leave.
- The total amount of wellness leave advanced shall not at any time or for any one case exceed the 96 hours in excess of the accumulated wellness leave to the credit of the employee.
- Wellness leave advances shall be reviewed by Human Resources who shall consider both mitigating and aggravating circumstances and forward their recommendation to the Department Director.
 - The director shall approve or disapprove the request.

- Any wellness leave that is extended under this condition must be paid back at the same rate that is accumulated.
- Any advanced wellness leave must be reported in writing to the Human Resources and the Finance Department for purpose of payroll.

Any wellness leave, which is not paid back by subsequently accumulated wellness leave, must be repaid to the City at the time the employee ceases employment with the City. The amount to be repaid will be that number of outstanding advanced hours multiplied by the hourly rate of the employee at the time such advanced leave was taken. Such amount may be offset against any amounts otherwise due to the employee, and/or the City may recover any such amounts from the employee, which the employee shall pay within 30 days after their separation of employment.

18.6. Wellness Leave Pool

The Wellness Leave Pool is a voluntary program that allows participating employees to “pool” wellness leave time to allow participating employees who have exhausted all of their accrued leave time and are out of work due to a Family Medical Leave qualifying condition to use time in the “pool”.

Any employee who enrolls in the program will be annually charged with a Wellness day which will be credited to the Wellness Leave Pool.

Full-Time Employees

The Wellness Leave Pool is voluntary contribution of one workday’s wellness leave hours by participating employees electing to do so during a stated open enrollment period. The Wellness Leave Pool takes effect on January 1 of each year.

The City Wellness Leave Pool may be used by eligible employees who have contributed to it and have:

- A qualifying medical condition as determined by the Family Medical Leave Act
- Exhausted normal wellness leave, annual leave, holiday leave, personal leave, compensatory time and any other leave time available to the employee
- Submitted the completed Request for Wellness Pool Form to the Human Resources Department

During the open enrollment period of each year, those eligible employees who have used no more than five non-physician documented working days of wellness leave during the preceding twelve months depending on hire date may:

- Accumulate their wellness leave in a normal manner
- Contribute one workday's hours of wellness time (not to exceed 8 hours) to the City's Wellness Leave Pool and accumulate the rest in a normal manner. Employee must have the wellness time available on December 31 of each year.

A maximum of 120 hours per 12-month period may be requested by an employee from the City Wellness Leave Pool.

Newly Hired Full-Time Employees

All newly hired full-time employees will be eligible to join the Wellness Leave Pool beginning six months after they begin work. A new employee will have 30 days from the end of their probation to enroll in the Wellness Leave Pool.

18.7. Employee to Employee Donation

Employees may donate annual, personal, and/or wellness leave to other Employees who have been approved for continuous Family Medical Leave and have exhausted all of their leave time. The Human Resources Department will solicit for donations and notify the Union that it is soliciting for donations. The appropriate forms must be completed and submitted to Human Resources for review and final approval.

Any unused donated leave time will automatically be forfeited to the Wellness Leave Pool and not returned to the employee. A maximum of 240 hours per 12-month period may be requested by a full-time employee from the employee to employee donation program. Part-time employees may request up to the number of hours equal to three (3) of their regular shifts from the employee to employee donation program.

Full-time employees may utilize both the Wellness Leave Pool and the Employee to Employee Donation Program for a maximum donation of 360 hours per 12-month period. Newly hired employees will be eligible to participate in Employee to Employee donation beginning six months after they begin work.

18.8. Recognition Time

(a) The Employer shall continue to offer the Recognition Time program consistent with the manner and scope in which it has been offered prior to the effective date of this Agreement.

(b) Recognition Time must be used within twelve (12) months following the date of the award.

(c) Disputes concerning Recognition Time shall not be subject to the grievance procedure of this Agreement nor the Employee Handbook grievance procedure.

18.9. Personal Leave

(a) One day of Personal Leave will be issued at the beginning of the calendar year to each full-time Employee after one (1) year of satisfactory employment. During year two (2) of employment, two (2) days of Personal Leave will be issued at the beginning of the calendar year to each full-time Employee.

(b) For Employees who work a 35-hour weekly schedule, one day of personal leave means seven (7) hours of personal leave. For Employees who work a 42-hour weekly schedule, one day of personal leave means eight and one-third (8.33) hours of personal leave.

(c) Except in exigent circumstances, requests for personal leave must be made at least one (1) day in advance and must not conflict with the operation of the department.

(d) Personal Leave cannot be carried over to the next calendar year.

(e) Any employee that completes the annual medical appointments (annual physical, two teeth cleanings and one eye exam) and supplies documentation to their timekeeper will receive one (1) personal day to be used during the following 365-day period.

18.10. Bereavement Leave

(a)
(1) In the event of the death of spouse, domestic partner, child, domestic partner's child, step-child, parent, domestic partner's parent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling or step sibling, an employee will be granted thirty-five (35) hours (for those Employees working a thirty-five hour weekly schedule) or forty-two (42) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(2) In the event of the death of a grandparent, grandchild, grandparent-in-law, sister-in-law, brother-in-law an employee will be granted twenty-one (21) hours (for those Employees working a thirty-five hour weekly schedule) twenty-five (25) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(3) In the event of the death of an uncle, aunt, nephew, niece, first cousin employees will be granted seven (7) hours (for those Employees working a thirty-five hour weekly schedule) or eight and one-third (8.33) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(b) For all other situations, including pets, the City will allow employees to use one (1) day of the employee's wellness leave, at the approval of Human Resources.

18.11. Jury Duty

A regular full-time employee will be granted leave with pay for a period up to fifteen days per calendar year for jury duty. The employee will be paid the employee's regular salary. Employees are expected to provide notice of jury duty as soon as the employee is notified by the court. If an employee gets selected for jury duty, they must provide a note when they return to work. In extraordinary circumstances, jury duty may be continued by the decision of the City Administrator.

18.12. Paid Parental Leave

Employees shall be covered by and subject to the terms and conditions of the City's Paid Parental Leave policy, a copy of which is attached hereto as Appendix 2.

18.13. Family Medical Leave Act (FMLA)

(a) Employees who have completed twelve (12) months of employment with the City of Salisbury and have worked a minimum of 1,250 hours during the 12-month period immediately preceding the leave are entitled to a leave of absence under the Federal Family and Medical Leave Act (FMLA) if taken for a qualifying reason as provided by the FMLA, in accordance with the relevant provisions of the City of Salisbury Employee Handbook.

(b) Employees will be required to exhaust first any wellness, annual, personal, comp, recognition, and holiday time as appropriate. Such paid time runs concurrently with the employee's FMLA. Once all earned paid time off is exhausted, any remaining FMLA will be unpaid. Employees will not accrue any benefit time (wellness, annual and personal) after being out on leave for thirty (30) days, nor will they accrue any benefit time during the unpaid portion of a leave.

(c) Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources Department for payment of their portion of the premium cost to continue coverage. Employees who fail to pay

their premium(s) within 30 days of a payment date will be dropped from coverage during the remainder of their FMLA and will need to re-enroll upon returning to work.

18.14. Non-FMLA Medical Leave of Absence

(a) Employees who do not qualify for FMLA may apply for or be placed on a medical leave of absence for treatment of an on-the-job or off-the-job injury or serious health condition. A Non-FMLA Medical Leave of Absence must be taken on a continuous basis and may not be taken in intermittent periods or on a reduced work schedule.

Accrued benefit time (wellness, annual, personal, comp, recognition and holiday time) must be used during the leave under the policies of the facility until such paid benefits are exhausted. The remainder of the leave will be unpaid. The use of accrued benefit time will not extend the duration of a medical leave. An employee may not receive more than 100 % of regular wages during a medical leave from any combination of employment benefits (e.g., Short Term Disability and Workers' Compensation). Unemployment benefits are not available during medical leaves of absence.

(b) Employees must provide an initial medical certification from their health care provider under the same procedures as required by the FMLA. The City of Salisbury may request second and third opinions (at its expense) following receipt of the initial medical certification. Employees must provide recertification during their medical leave under the circumstances required by the FMLA.

(c) Prior to reinstatement from medical leave, employees must provide Human Resources with a certification from their doctor that they are fit for duty and able to perform essential job functions (with or without reasonable accommodation).

(d) An employee's reinstatement to work from a Non-FMLA Medical Leave of Absence is subject to staffing needs at the time the employee seeks reinstatement and can resume work. Employees are not guaranteed reinstatement to work or placement in their former or alternate positions or work schedules. Employees will not be reinstated, if at all, until medical certification is received by Human Resources indicating fitness for duty. Employees returning from medical leaves must also be cleared for return to work through Human Resources prior to reinstatement. It is the employee's responsibility to provide appropriate medical certification at that time.

If an employee's former position is not vacant or if the employee cannot perform the essential job functions with or without reasonable accommodations, the City of Salisbury will consider the employee along with other qualified candidates for vacant positions for which employee is qualified. The City of Salisbury's normal selection criteria will be followed. If an

employee accepts an alternate position offered by the City of Salisbury, they will be subject to the pay, benefits and work the schedule for that position.

If no positions are vacant for which an employee is qualified, or if the employee is not selected for an alternate position or refuses the first position offered by the City of Salisbury, they may be terminated from employment. Employees terminated from employment under this policy are eligible to apply for future employment by submitting an electronic application to the City of Salisbury.

(e) Employees will be required to use wellness, annual, personal, comp, recognition and holiday time as appropriate. Employees will not accrue benefit time (wellness, annual, personal, comp, recognition and holiday time) during the unpaid portion of a leave. Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources for payment of their portion of the premium cost to continue coverage. Employees who fail to pay their premium(s) within 30 days of a payment date will be dropped from coverage during the remainder of their Non-FMLA Medical Leave of Absence and will need to re-enroll upon returning to work.

18.15. Military Leave

The City of Salisbury will grant time off to all regular full time and part time employees who are on active duty, a member of a military reserve or National Guard unit for annual active duty and field training, and for monthly meetings. The City of Salisbury will comply with all applicable laws in granting time off for active military duty, including but not limited to the provisions of the Uniformed Services Employment & Re-employment Rights Act (USERRA). An employee who receives notification of impending training or call to duty is required to present the official government/military orders to their supervisor as soon as possible after receipt so that coverage can be arranged (unless giving advanced notice is impracticable under the circumstances).

The employee must complete a “Request for Leave” form, indicating military leave and return the completed form to their supervisor for processing. Eligible employees may take up to twenty-six (26) weeks of leave in a single rolling 12-month period to care for a spouse, child, parent or family member for whom the employee is “next of kin” who is a current member of the U.S. Armed Forces (including a member of the National Guard or Reserves) and who has sustained a serious illness or injury in the line of duty. A “serious injury or illness” of a service member for which leave may be taken is one incurred in the line of duty that may render the service member medically unfit to perform the duties of their office, grade, rank or rating. In addition, leave may be taken while the service member is undergoing treatment, recuperation, or therapy, is on

outpatient status, or is on the temporary disability list. This leave may not be taken for former Armed Forces members or service members on the permanent disability retired list.

Eligible employees with a spouse, child, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may take up to 12 weeks of leave in a rolling 12-month period to address certain qualifying events. Qualifying events include attending certain military events, arranging for alternative (but not routine) childcare and attending to certain child-related emergencies, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave also may be taken immediately prior to a service member's short-notice deployment (up to 7 days) and during a service member's short-term rest and recuperation leave (up to 5 days). This leave does not extend to families whose covered relations are members of the regular Armed Forces deployed in the line of duty.

Employees may be eligible for leave under the Maryland Deployment of Family Members in the Armed Services Act. In order to be eligible, the employee must have completed at least one full year of service with the City of Salisbury and have worked a minimum of 1,250 hours in the twelve-month period preceding the requested leave date. If eligible, the employee may take leave on the day that an immediate family member (including their spouse, parent, stepparent, child, stepchild, or sibling) is leaving for, or returning from, active duty outside the United States as a member of the United States Armed Forces. The employee may elect the use annual time or be unpaid for the day. The employee may be asked to provide written verification that the leave is being taken for this reason.

18.16. Military Leave for Active Duty for Full-Time Employees

In the event that a regular Full-Time Employee is either inducted into the Armed Forces of the United States or is called up to active duty as a member of the U.S. Armed Forces Reserves or the National Guard, the following policy will govern the employee's pay and benefits while on such active-duty status:

- Upon presentation of orders and the establishment of an effective date for the leave of absence, the employee is placed in Leave Without Pay status.
 - If the employee's total military pay is less than the pay as an active city government employee, the employee shall be entitled to the difference in pay between total military pay and the city pay. The employee must document this difference by the presentation of military pay stub to the City's payroll clerk.
- The employee's status as an employee of the City is frozen relative to all benefits, with the exception of Health Care and Life insurance premiums, which shall continue under the same terms and conditions as if the employee remained an active employee.

- If the employee is now paying a percentage of the premium, the employee must make arrangements to continue to pay the percentage of the premium.
- The employee is given job retention rights after active duty, subject to physical and psychological ability to perform, to the employee's former position or one of comparable status.
 - To exercise reinstatement, the employee must report within 90 days of release from active duty.
- The employee shall be granted all across-the-board pay increases realized during absence.
- Any accumulations of leave or compensatory time will remain in place, or the employee may choose to receive pay for any accrued annual or personal leave.
 - The leave of absence will not be considered time worked for purposes of determining benefits that accrue on the basis of employment, such as Wellness Leave and Annual Leave.

18.17. Military Leave for Training and Weekend Drill Obligations for Full-Time Employees

A regular full-time employee, who is a member of the Armed Forces Reserves, shall be eligible for Paid Military Leave for Training and Weekend Drill benefits not to exceed 39 working days each calendar year.

- Application for Military Leave for Training purposes shall be made immediately upon receipt of official notification.
- Paid Military Leave may be used toward weekend drill or training obligations when the employee is scheduled to work for the City of Salisbury and is unable to fulfill the City's schedule due to the weekend drill or training obligations.
 - Employees may combine the paid Military Leave with the use of Annual Leave, Compensatory Time, or leave without pay to cover Training and Weekend Drills that go beyond the 39 days in any calendar year.

18.18. Attendance/Lateness

(a) Absences

(i) An Employee is deemed “absent” when they are unavailable for work as scheduled or assigned and such time off was not scheduled or approved in advance as required by the departmental notification procedure.

(ii) An employee who is unable to report to work as scheduled must notify their supervisor at least one (1) hour prior to the start of each scheduled shift, or as soon as is practicable if one (1) hour notice cannot be given, in which case the Employee shall explain why earlier notice was not practicable. Each Department shall notify new Employees at time of hire, and shall publicize to incumbent Employees where, when, and whom to contact to report their absence. An employee must notify their employer of absences on a daily basis; daily notification of absences shall be waived by the supervisor in case of hospitalization or extended illness beyond one week. Failure to properly report an absence will result in designating the absence as unauthorized and will result in corrective action. For absences longer than three (3) days consecutive scheduled days/shifts, the City of Salisbury may require a physician’s note upon returning to work.

(b) Lateness

(i) An Employee is deemed to be late when they fail to report to work at the assigned/scheduled time.

(ii) Employees are expected to arrive at work on time and report to their work area prepared for work no later than the scheduled time for the start of their shift. To be prepared for work, an Employee shall be in uniform or other required work clothes, with personal belongings put away.

(c) Any employee who fails to report to work for a period of three (3) days or more days without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

19. Holidays

19.1. The following shall be paid holidays for full-time Employees and part-time employees who are scheduled to work no less than twenty (20) hours per week: New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Where the Mayor declares any holiday outside of this list, the provisions of this Article shall apply.

19.2. All full-time and eligible part-time employees will be credited with one (1) day of holiday leave for each holiday worked listed in Section 1 of this Article. One (1) day of holiday leave shall be: seven (7) hours of straight time pay for full-time Employees, except for Employees on 12-hour shifts; eight and one-third (8.33) hours of straight time pay for Employees on 12-hour shifts; the length of the employee's scheduled shift for eligible part-time employees. Employees who work on December 25 , or on the observed Christmas holiday if the holiday falls on a weekend, shall be paid at the rate of time-and-a-half for all hours worked on the calendar day of the holiday in addition to receiving one (1) day of holiday leave. Employees who work on both the actual and observed holiday shall receive the premium rate of pay for only one of those days and shall receive only one (1) day of holiday leave. Holiday leave must be used with the prior approval of the Employee's supervisor.

19.3. When a holiday listed in Section 19.1 falls on a Sunday, the following Monday will be observed as the paid holiday. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls while the employee is on another type of authorized leave, the holiday will be counted rather than the other leave.

19.4. A full-time Employee who is not scheduled to work on an observed holiday shall still receive one (1) day of holiday leave. Part-time employees must be regularly scheduled to work the observed day of a holiday in order to receive holiday leave.

19.5. To receive holiday pay, the Employee must work the scheduled work day before and after the holiday, unless the absence is excused.

19.6. Twelve hour employees may carry over eighty (80) hours of holiday leave between calendar years. Seven hour employees may carry over thirty-five (35) hours of holiday leave between calendar years. Any carried over holiday leave that is not used by June 30 shall be forfeited.

20. Equipment

20.1.

(a) The City shall notify the Union of any and all safety inspections of City vehicles and provide the Union with the results of the safety inspections upon request.

(b) All Sanitation Department vehicles shall be inspected annually by a certified diesel mechanic. The Union shall be notified of any such safety inspection and provided the results of the safety inspection.

20.2. An Employee may not be disciplined or retaliated against for refusing to operate a vehicle or equipment where the Employee has a reasonable apprehension of serious injury to themselves or the public related to the vehicle or equipment's safety or security condition.

21. Job Classifications

21.1.

(a) The Employer shall maintain job descriptions for each job classification within the bargaining unit.

(b) Where the Employer adds duties to a job description, the Employer shall give the union and any affected employee at least 30 days' notice.

21.2. The Employer shall make available to the Union copies of all job classifications and classification specifications for all classifications in the bargaining unit.

21.3. Where any job description for a classification includes the entire job duties of another job classification, the starting salary of the former job classification shall be higher than the starting salary of the latter job classification.

22. Wages

22.1.

(a) For FY 2025, the parties agree to modify the FY 2024 Salary Scale with a 2% cost of living adjustment as set forth in Appendix 3. Effective the first full pay period following July 1, 2024, all employees shall be placed at the same grade and step of the Salary Scale in Appendix 3 they had been on as of June 30, 2024.

(b) Effective the first full pay period following July 1, 2024, following the initial placement provided in Section 22.1(a) above, all full-time employees shall advance one (1) step on the Salary Scale.

(c) Effective the first full pay period following January 1, 2025, all full-time employees shall advance one (1) step on the Salary Scale.

22.2.

(a) Effective the first full pay period following July 1, 2024, all part-time employees shall receive a 4% increase to their hourly rate of pay.

(b) Effective the first full pay period following January 1, 2025, all part-time employees shall receive a 2% increase to their hourly rate of pay.

22.3. Any wage adjustments for FY 2026 shall be negotiated pursuant to the limited reopener set forth in Article 32.

23. Working Out Of Classification

23.1. Employees who are temporarily assigned duties of a classification assigned a lower wage rate shall retain their classification and current rate of pay.

23.2. The City may designate an employee to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification for any of the following reasons:

- (a) The temporary absence of an incumbent;
- (b) A vacancy exists for which recruitment is underway; or
- (c) Unusual circumstances which necessitate assignment of duties at a level higher than that of the employee's classification.

The acting capacity rate of pay under this Article shall be the higher of either 1) the minimum pay rate of the higher classification; or 2) a 6% increase if the higher classification is one (1) pay grade above the employee's current classification, a 12% increase if the higher classification is two (2) pay grades above the employee's current classification, and a 15% increase if the higher classification is more than two (2) pay grades above the employee's current classification.

Notwithstanding the foregoing, if the higher classification is on the supervisory pay scale, the additional rate of pay shall be the higher of either 1) 12% or 2) the lowest rate on the supervisory pay scale for the higher classification.

23.3 The employee in the unit where the acting capacity is to occur who is most qualified will normally be given the opportunity to perform the higher level duties.

23.4. Subject to Section 23.7 below, should a supervisor assign an employee more than 50% of the higher-level duties of a position that is vacant or from which the incumbent is temporarily absent, the employee shall be considered designated for acting capacity pay.

23.5. Where an employee is designated for more than ninety (90) days to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification, and the employee meets the minimum qualifications of the higher classification and the higher classification is available through a noncompetitive promotion process, the employee shall be promoted to the higher classification. This Section shall not apply where the higher classification is a Department Head.

23.6. Additional compensation at the higher rate of pay shall be paid after the Employee has performed the duties of the higher classification in excess of ten (10) continuous workdays.

23.7. An employee who is not paid acting capacity pay may not be negatively evaluated on his/her performance in the acting capacity position and may not be disciplined for actions that relate to the acting position taken in good faith.

23.8. The Article shall not apply where an Employee is being cross-trained. This Article also shall not apply where the Employee is doing the duties of another classification on a temporary basis.

24. Benefits

24.1. Nothing in this Article shall apply to health insurance benefits, in accordance with Section 2.25.080(d)(3) of the Labor Code.

24.2. The Employer shall continue to make available all fringe benefit options offered to Employees as of October 20, 2023, as set out in the Employee Handbook or applicable City policy.

24.3. Part-time employees shall only be entitled to participate in any insurance policy in which the City is not required to pay a portion of the premiums.

25. Health and Safety

25.1. It is the intent of the Employer to provide, to the extent possible, safe, secure, healthful working conditions for all Employees. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable laws and regulations.

25.2. The Employer will provide personal protective equipment as it deems necessary for the position to the employee upon hire. Each Department shall define and determine what constitutes necessary PPE for each job classification, both in emergency and non-emergency situations, and shall share that determination with the Union upon request. While employees are expected to maintain PPE, the City agrees to replace PPE when it is no longer effective.

25.3. The Employer will pay for all vaccinations, titers, and tests required by the Employer for employees as a condition of employment. The Employer will pay for TB testing for Zoo Employees prior to hire. The City shall hold an annual vaccination clinic in which flu vaccinations are provided at no cost to the Employees. Employees may use work time to get a COVID vaccination or any other vaccination required for their employment.

25.4. The Employer will provide work gloves to Employees as it deems necessary based on their position. Each Department shall determine which positions require provision of work gloves. The Employer shall replace said gloves when they are no longer effective or expired. Employees who are required to wear safety shoes or work boots shall be entitled to reimbursement for the cost of such shoes/boots up to \$250 annually. Employees must provide a receipt in order to receive reimbursement. The Employer may provide this allowance through an existing voucher system as long as the voucher is good for up to \$250 and at locations within the City.

26. Training, Certifications and Education

26.1. The City shall pay up front for all required trainings and certifications of any Employee, and shall not require or offer that the Employee be later reimbursed. An Employee may elect to pay for required trainings or certifications and submit their payment for reimbursement.

26.2.

(a) The Employer may require an Employee to sign a letter agreeing to remain in a given job classification or continue to work for the City for a period of time as a condition for approving training or certification under the condition that (1) the costs of the specific training or certification, including travel and lodging expenses, exceeds \$1,500; (2) the Employee is not required to remain in the given job classification or continue to work for the City for a period of time for greater than twelve (12) months after completion of the training or certification; (3) the Employee is given the option of reimbursing the City for the cost of the training or certification, including travel and lodging expenses. As a condition of paying for the certification or training, the Employer may require the Employee to provide written authorization for the Employer to deduct such costs from the Employee's final paycheck and/or pay out of accrued leave.

(b) Nothing in this Article shall require the Employer to allow an Employee to obtain a certification or attend a training or conference where the Employee has indicated an intent to leave his/her current position after such certification, training or conference.

26.3. Where the Employer has paid for an Employee to attend a conference or other professional development event that is not covered by Section 26.2 above, the Employer may require an Employee to sign a letter agreeing to allow the Employer seek reimbursement from the Employee if the Employee does not remain in their current job classification or continue to work for the City for at least twelve (12) months following the date of such conference or event. As a condition of paying for the conference or event, the Employer may require the Employee to provide written authorization for the Employer to deduct the cost of such conference or event from the Employee's final paycheck and/or pay out of accrued leave.

27. Uniforms and Clothing

27.1. Except where necessary for reasons of safety as determined by each Department's management in its sole discretion, Employees shall be permitted choose to wear pants, shorts, or other attire which retain a professional appearance and is otherwise in conformance with the uniform policy. Where a Department restricts any clothing item articulated under this Section, the Department shall state the reason for the restriction.

27.2. All employees who are issued uniforms shall receive a uniform washing allowance of \$100 every six (6) months, except for (1) Departments that provide uniform cleaning service; or (2) civilian employees of the Police Department who shall receive \$160 every six (6) months.

27.3. A Part-time employee who performs work or job duties alongside or equivalent to those of a full-time employee for which the employer provides safety clothing or equipment shall be provided the same clothing or equipment. This subsection shall not require the Employer to issue personally-maintained safety clothing or equipment to part-time employees.

27.4. Part-time employees shall receive or be issued uniforms or equipment sufficient for their workload.

28. Inclement Weather and Emergency Essential Employees

28.1.

(a) When City offices or work sites are closed due to a City-declared emergency for inclement weather or other reasons, full-time and part-time Employees scheduled to work that day who are not required to work or are not required to complete their scheduled shift will receive normal compensation for hours they would have worked had the City offices or work sites remained open (on the same day/shift). Leave under this Article will not be charged to any Employee leave. This Section shall not apply to: Employees who are already using paid leave on the day of the closure, and Employees who are not scheduled to work on the day of the closure.

(b) While the City-declared emergency remains in effect, all time worked by Employees will be compensated as provided in this Article. For the avoidance of doubt, this applies to all hours worked during the declared emergency including hours worked outside of normal business hours (e.g., nights and weekends).

28.2. An employee whose duties are of such a nature that the Employee may be required to report for work, or to remain at the work site, to continue City operations during an emergency situation shall be designated an "Emergency Essential Employee" by the City. The City shall notify any

Emergency Essential Employee of that status upon hire and annually no later than December 1 of each year.

28.3. Emergency Essential Employees who are required to work during a City-declared emergency under this Article shall be compensated at one-and-half times their straight-time hourly rate of pay.

28.4. Emergency call in work is to be distributed equitably among qualified Employees within the same Department. Each Department's distribution process and tracking/reporting procedures shall be reduced to writing and shared with the Union.

28.5. This Article shall not apply to a City-declared emergency with a duration in excess of fifteen (15) calendar days. Where a City-declared emergency extends in excess of fifteen (15) days, employees shall receive all benefits under this Article for the first 15 days of the City-declared emergency.

29. Subcontracting and Outsourcing

29.1. Work that falls within the job description of bargaining unit employees, which bargaining unit employees are available, qualified, and have the capacity to perform during their regularly scheduled work hours, shall not be assigned to outside contractors or temporary employees, except where the City has posted a vacancy and is unable to fill it.

29.2. Where the City decides to contract out for services currently performed by bargaining unit employees the City will provide the Union with written notice of the proposed outsourcing at least forty-five (45) days before the issuance of a solicitation for the service contract and will be available to meet upon written request from the Union within a reasonable time after the request is made, to discuss the impact on the bargaining unit and to discuss alternatives to the service contract. The notice shall include a general statement of the scope of work to be included in the service contract and identify which employees, if any are known, who will have their employment materially affected as a result of the contracting out of services. This Section shall not apply where exigent circumstances prevent the City from providing forty-five (45) days notice, in which case the City shall provide as much notice, if any, as reasonably practicable under the circumstances.

30. Stewards/Union Officials

30.1. The Employer recognizes and will deal with all Union representatives including but not limited to the Chief Steward, Stewards, Council Representatives and the Local President or their designee in all matters relating to grievances and interpretation of this Agreement.

30.2. "Union Representative" means any person designated or elected by the Union to officially represent its members, including full time paid staff of the Council and International Union.

30.3.

(a) A written list of the Chief Steward, stewards, their alternate stewards, and areas of responsibility will be furnished to the Employer within thirty (30) days of the execution of this Agreement. The Union will notify the Human Resources Director within fourteen (14) days of any changes in this listing.

(b) The Union may appoint up to nine (9) Stewards and one Chief Steward, at the discretion of the Union.

30.4. Union Stewards and the Chief Steward recognize that their sole responsibility during work hours is to the Employer and their work for the Employer, except when engaged in activities pursuant to this Article or Article 5 of this Agreement.

30.5. The Chief Steward or designee will be allowed up to seven (7) hours of scheduled release time per week which shall be charged against the Union Leave bank provided in Article 5. The Chief Steward shall discuss any changes to their scheduled release time with their supervisor as soon as is reasonably practicable. In the event the Chief Steward's requested scheduled release time would impair operations, the Chief Steward and their supervisor will discuss an adjustment.

30.6. The Employer agrees to schedule meetings with the Union, including but not limited to grievance meetings/hearings, arbitrations, negotiations and Labor-Management meetings during normal working hours. Time spent in these meetings by Union Representatives shall be charged to the Union Leave bank provided in Article 5, except that grievance meetings or hearings, arbitrations, and disciplinary hearings shall not be charged to Union Leave. Employees who participate in these meetings will not be discriminated against for attending or participating in such meetings. If the meeting relates to an employee grievance, the meeting will be scheduled during the grievant's normal working hours unless all parties agree to a different time.

31. Management Rights and Employee Handbook

31.1. The Employer shall have the rights set forth in § 2.25.070 of the Labor Code of the City of Salisbury.

31.2. The Employer shall provide thirty (30) days' notice to the Union of any changes to the Employee Handbook.

32. Duration

32.1. This Agreement shall become effective on July 1, 2024, upon signing and subsequent to proper ratification by both parties, and remain in effect through June 30, 2026.

32.2. The parties shall reopen this Agreement pursuant to the schedule set forth in § 2.25.140 of the City Labor Code for the purpose of negotiating over wages for Fiscal Year 2026. All other terms and conditions of this Agreement shall remain in full force and effect during any such reopener throughout the duration of this Agreement.

32.3 Thereafter, this Agreement shall automatically be extended from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by electronic mail (for the City: to the City Administrator and Mayor; for the Union: to _____) no later than September 1 of the year preceding the date of termination.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signed on this ____ day of June, 2024, in Salisbury, Maryland.

City of Salisbury

American Federation of State, County, and
Municipal Employees, AFL-CIO, Council 3

President, AFSCME Council

DRAFT

SIDE LETTER

If the Employer bargains a procedure to resolve disputes regarding the scope of a bargaining unit or unit composition with another union, which provides for binding arbitration by an arbitrator determined by joint selection by the parties and which exists irrespective of the existence or provisions of any procedure established by the Director of Human Resources pursuant to the Labor Code, the same procedure bargained by the other union shall apply to disputes arising under Article 1, Section 1.3 of the Agreement.

DRAFT

Appendix 1

Job Class Code Desc	Location Code Desc
ACCOUNTANT III	SEWER BILLING
ACCOUNTS PAYABLE III	FINANCE
ADMIN ASSISTANT I	FIRE FIGHTING
ADMIN ASSISTANT II	NEIGHBORHOOD SEV-CODE COMPLIAN
ADMIN ASSISTANT III	POLICE SERVICES
ADMIN ASSISTANT III	WELLS, PURIFICATION, PUMPING
ADMINISTRATIVE ASSISTANT I	BUSINESS DEVELOPMENT SPECIALIS
ADMINISTRATIVE ASSISTANT I	PURCHASING
ADMINISTRATIVE ASSISTANT I	SEWAGE TREATMENT PLANT
ADMINISTRATIVE ASSISTANT I	WATER ADMIN
ADMINISTRATIVE ASSISTANT II	ADMINISTRATIVE ENGINEERING
ADMINISTRATIVE ASST III	GARAGE
ADMINISTRATIVE STAFF P/T	POLICE SERVICES
ANIMAL CONTROL OFFICER II	POLICE ANIMAL CONTROL
ASSISTANT PLANT MECHANIC	SEWAGE TREATMENT PLANT
AUTOMOTIVE MECHANIC I	GARAGE
AUTOMOTIVE MECHANIC III	GARAGE
BIO-SOLIDS OPERATOR II	SEWAGE TREATMENT PLANT
BIO-SOLIDS OPERATOR III	SEWAGE TREATMENT PLANT
BUILDING INSPECTOR II	BUILDING PERMITS, INSPECTIONS
BUS OPERATOR	BUSINESS DEVELOPMENT SPECIALIS
BUYER I	PURCHASING
CAD DRAFTER/DRAFTER	ADMINISTRATIVE ENGINEERING
CARPENTER II	CARPENTER SHOP
CASHIER III	SEWER BILLING
CHIEF ADMIN. RECORDS CLK III	POLICE SERVICES
CITY SURVEYOR	ADMINISTRATIVE ENGINEERING
CODE COMPLIANCE OFFICER I	NEIGHBORHOOD SEV-CODE COMPLIAN
CODE COMPLIANCE OFFICER II	NEIGHBORHOOD SEV-CODE COMPLIAN
CODE COMPLIANCE TECH I	NEIGHBORHOOD SEV-CODE COMPLIAN
COLLECTION REGISTRAR	ZOO
COMM PROGRAMS SPECIALIST P/T	NEIGHBORHOOD SEV-CODE COMPLIAN
COMMUNITY PROGRAMS COORDINATOR	NEIGHBORHOOD SEV-CODE COMPLIAN
COMPUTER MAINT MGNT SYS TECH I	SEWAGE TREATMENT PLANT
COMPUTER TECHNICIAN I	INFORMATION TECHNOLOGY DEPT
COMPUTER TECHNICIAN III	INFORMATION TECHNOLOGY DEPT
CONSTRUCTION INSPECTOR	ADMINISTRATIVE ENGINEERING
CONSTRUCTION INSPECTOR	ADMINISTRATIVE ENGINEERING
CONSTRUCTION INSPECTOR II	ADMINISTRATIVE ENGINEERING
CONTRACT SPECIALIST I	PURCHASING
CREW LEADER - TRAFFIC/STREET	TRAFFIC CONTROL
DOWNTOWN AMBASSADOR	BUSINESS DEVELOPMENT SPECIALIS
EDUCATION TECHNICIAN	ZOO COMMISION
EDUCATOR	ZOO COMMISION
ELECTRICIAN SUPERVISOR	SEWAGE TREATMENT PLANT
EVENT COORDINATOR	PARKS - EVENTS

EVENTS TECHNICAL SPECIALIST	PARKS - EVENTS
EVIDENCE/PROP CONTROL SPECIAL	POLICE SERVICES
FIELD OPERATIONS TECH I	HIGHWAY & STREETS
FIELD OPERATIONS TECH I	PARKS
FIELD OPERATIONS TECH I	SANITATION-COLLECTION/DISPOSAL
FIELD OPERATIONS TECH I	STREET SWEEPING
FIELD OPERATIONS TECH I	TRAFFIC CONTROL
FIELD OPERATIONS TECH II	HIGHWAY & STREETS
FIELD OPERATIONS TECH II	PARKS
FIELD OPERATIONS TECH II	SANITATION-COLLECTION/DISPOSAL
FIELD OPERATIONS TECH II	SANITATION-RECYCLING
FIELD OPERATIONS TECH II	STREET SWEEPING
FIELD OPERATIONS TECH II	TRAFFIC CONTROL
FIELD OPERATIONS TECH III	HIGHWAY & STREETS
FIELD OPERATIONS TECH III	PARKS
FIELD OPERATIONS TECH III	SANITATION-COLLECTION/DISPOSAL
FIELD OPERATIONS TECH P/T	STREET SWEEPING
FIELD OPS CREW LEADER	HIGHWAY & STREETS
FIELD OPS TECH TRAINEE	SANITATION-COLLECTION/DISPOSAL
FINANCE CLERK PT	FINANCE
FO CREW LEADER	SANITATION-COLLECTION/DISPOSAL
GENERAL MAINTENANCE WORKER	ZOO
GENERAL MAINTENANCE WORKER II	PARKING AUTHORITY
GENERAL SERVICES SUPERVISOR	CARPENTER SHOP
GIS ANALYST III	INFORMATION TECHNOLOGY DEPT
GIS TECH I	INFORMATION TECHNOLOGY DEPT
GROUNDKEEPER CUSTODIAN II	POLICE SERVICES
GROUNDS KEEPER P/T	ZOO
GROUNDSKEEPER	SEWAGE TREATMENT PLANT
GUEST SERVICES MANAGER	ZOO COMMISION
HOMELESS SERVICES CASE COORDIN	NEIGHBORHOOD SEV-CODE COMPLIAN
INTELLIGENCE ANALYST II	POLICE SERVICES
INTELLIGENCE ANALYST III	POLICE SERVICES
LAB TECHNICIAN I	SEWAGE TREATMENT PLANT
LAB TECHNICIAN III	SEWAGE TREATMENT PLANT
LOGISTICS COORDINATOR	RESOURCE MANAGEMENT
MAINT PROJECT COORDINATOR P/T	SEWAGE TREATMENT PLANT
MARINA MANAGER	MARINA
MARKETING/DEVELOPMENT MANAGER	BUSINESS DEVELOPMENT SPECIALIS
MEDIA SPECIALIST	EXECUTIVE (MAYOR OFFICE)
METER TECHNICIAN I	DISTRIBUTION & STORAGE
METER TECHNICIAN II	SEWER MAINT/REPAIR
METER TECHNICIAN III	DISTRIBUTION & STORAGE
NETWORK ADMINISTRATOR III	INFORMATION TECHNOLOGY DEPT
OFFICE MANAGER I	FIRE FIGHTING
OFFICE MANAGER II	ZOO
OFFICE MANAGER III	ADMINISTRATIVE ENGINEERING

OFFICE MANAGER III	NEIGHBORHOOD SEV-CODE COMPLIAN
OFFICE MANAGER III	RESOURCE MANAGEMENT
PARKING REVENUE CLERK	FINANCE
PARKING SPECIALIST	PARKING AUTHORITY
PARKS CREW LEADER	PARKS
PAYROLL ACCOUNTANT I	FINANCE
PLUMBING INSPECTOR I	BUILDING PERMITS, INSPECTIONS
POLICE COMM. OFFICER I	POLICE COMMUNICATIONS
POLICE COMM. OFFICER II	POLICE COMMUNICATIONS
POLICE COMM. OFFICER III	POLICE COMMUNICATIONS
PRETREATMENT TECHNICIAN III	PRETREATMENT MONITORING
PROJECT ENGINEER	ADMINISTRATIVE ENGINEERING
PROJECT MANAGER	BUILDING PERMITS, INSPECTIONS
PROJECT SPECIALIST	FIRE FIGHTING
PT DOWNTOWN AMBASSADOR	BUSINESS DEVELOPMENT SPECIALIS
PT EVENT SUPPORT ASSOCIATE	PARKS - EVENTS
PT FINANCIAL ADMIN	FINANCE
PT GENERAL MAINTENANCE TECH	PARKS - EVENTS
PT POLICE COMM OFFICER	POLICE COMMUNICATIONS
PT PROJECT ENGINEER	ADMINISTRATIVE ENGINEERING
PT VISITOR CENTER GREETER	BUSINESS DEVELOPMENT SPECIALIS
QC/SAMPLE TECH III	WELLS, PURIFICATION, PUMPING
QUARTERMASTER	POLICE SERVICES
RECORD MANAGE TECH SUPERVISOR	POLICE SERVICES
RECORDS MAN TECH I	POLICE SERVICES
RECORDS MAN TECH III	POLICE SERVICES
RELIEF KEEPER	ZOO
RELIEF KEEPER	ZOO COMMISION
RESOURCE MANAGER III	POLICE SERVICES
REVENUE CLERK III	FINANCE
SECURITY OFFICER P/T	ZOO
SENIOR ASSOCIATE PLANNER	ADMINISTRATIVE ENGINEERING
SR CRIME ANALYST	INFORMATION TECHNOLOGY DEPT
SR UTIL TECH/LOCATOR	DISTRIBUTION & STORAGE
SURVEY TECHNICIAN II	ADMINISTRATIVE ENGINEERING
SUSTAINABLILITY SPECIALIST	ADMINISTRATIVE ENGINEERING
SYSTEM ADMINISTRATOR I	INFORMATION TECHNOLOGY DEPT
TAX REVENUE SPECIALIST	FINANCE
TRANSPORTATION PROJECT MANAGER	ADMINISTRATIVE ENGINEERING
UTILITY BILLING II	SEWER BILLING
UTILITY BILLING III	SEWER BILLING
UTILITY SECTION CHIEF	DISTRIBUTION & STORAGE
UTILITY TECHNICIAN I	SEWER MAINT/REPAIR
UTILITY TECHNICIAN II	DISTRIBUTION & STORAGE
UTILITY TECHNICIAN II	SEWER MAINT/REPAIR
VETERINARY TECH/KEEPER	ZOO

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WATER PLANT MAINT OPERATOR I	WELLS, PURIFICATION, PUMPING
WATER PLANT MAINT OPERATOR II	WELLS, PURIFICATION, PUMPING
WATER PLANT OPERATOR P/T	WELLS, PURIFICATION, PUMPING
WATER TREATMENT PLANT OPER III	WELLS, PURIFICATION, PUMPING
WATER TREATMENT PLANT OPERA I	WELLS, PURIFICATION, PUMPING
WATER TREATMENT PLANT OPERA II	WELLS, PURIFICATION, PUMPING
WATER WORKS PROGRAM SPECIALIST	WATER ADMIN
WWTP- IV/SENIOR OPERATOR	SEWAGE TREATMENT PLANT
WWTP-MECHANIC I	SEWAGE TREATMENT PLANT
WWTP-OPERATOR I	SEWAGE TREATMENT PLANT
WWTP-OPERATOR II	SEWAGE TREATMENT PLANT
ZOO EDUCATOR P/T	ZOO COMMISION
ZOO GROUNDSKEEPER	ZOO
ZOOKEEPER I	ZOO
ZOOKEEPER II	ZOO
ZOOKEEPER III	ZOO

DRAFT

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO
4 RATIFY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
5 CITY AND THE FATERNAL ORDER OF POLICE, LODGE 111, EFFECTIVE
6 JULY 1, 2024 THROUGH JUNE 30, 2026, AND AUTHORIZING THE MAYOR TO
7 SIGN THE AGREEMENT.
8

9 WHEREAS, the negotiating teams representing the City of Salisbury and the Fraternal Order of
10 Police (“FOP Lodge 111”), who represents employees of the Salisbury Police Department, have culminated
11 negotiations on a new collective bargaining agreement covering two years from July 1, 2024 through June
12 30, 2026 (“Agreement”); and

13 WHEREAS, a copy of that Agreement is attached as **Exhibit A**; and

14 WHEREAS, the membership of FOP Lodge 111 voted in favor of ratifying the Agreement; and

15 WHEREAS, the City Director of Finance has submitted to the City Council a fiscal impact note
16 addressing, at a minimum, the annual cost of the Agreement to the City and how the costs of the
17 Agreement are to be funded; and

18 WHEREAS, the City’s management team and FOP Lodge 111 request that funds necessary to
19 implement the Agreement be approved by the Council;

20 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
21 SALISBURY, MARYLAND, as follows:

22 **Section 1.** The Council ratifies the Collective Bargaining Agreement, effective July 1, 2024
23 through June 30, 2026 between the City and FOP Lodge 111 and authorizes the Mayor to sign the
24 Agreement, attached hereto and incorporated herein as **Exhibit A**.
25

26 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
27 of this Resolution shall be deemed independent of all other provisions herein.

28 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
29 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,
30 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
31 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
32 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

33 **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits
34 attached thereto and incorporated therein, are incorporated into this section of the Resolution as if such
35 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

36 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
37 Council of the City of Salisbury held on this ____ day of _____ 2024 and is to become effective
38 immediately upon adoption.
39

40 _____
41 **Kimberly R. Nichols, City Clerk**

_____ **D’Shawn M. Doughty, City Council President**

42
43
44 Approved by me, this _____ day of _____, 2024.
45
46
47 _____
48 **Randolph J. Taylor, Mayor**

Collective Bargaining Agreement

between

The City of Salisbury

and

the Fraternal Order of Police, Lodge 111

Police Unit

Fiscal Years 2025 and 2026

Table of Contents

PREAMBLE 2

Article I: Recognition 2

Article II: Non-Discrimination 2

Article III: Grievance & Arbitration 2

Article IV: Union Rights 5

Article V: Wages 7

Article VI: Hours of Work & Overtime 8

Article VII: Leave 10

Article VIII: Retirement..... 11

Article IX: Other Provisions 11

Article X: Preservation of Benefits..... 12

Article XI: Protection Against Liability..... 13

Article XII: No Strike, Secondary Boycott, or Lockout..... 13

Article XIII: Severability 14

Article XIV: Personal Pronouns..... 14

Article XV: Printing of Agreement..... 14

Article XVI: Duration..... 14

Appendix A – Pay Scale

PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Salisbury, Maryland (hereinafter referred to as the “Employer” or the “City”) and the Wicomico County, Fraternal Order of Police, Incorporated, Lodge # 111 (hereinafter collectively referred to as the “FOP”) pursuant to the City’s Labor Code, set forth at Chapter 2.25 of the Salisbury Municipal Code, for the purpose of promoting harmonious and cooperative relations between the Employer and the Union.

Article I: Recognition

- (a) Pursuant to the provisions of the Labor Code for the City of Salisbury, Maryland, the Employer recognizes the Wicomico County, Fraternal Order of Police, Incorporated, Lodge# 111 as the sole and exclusive representative of all sworn law enforcement officers of the rank of Lieutenant and below (herein referred to as "Employees" or Employees in the bargaining unit"), except as provided in this subsection.
- (b) The following employees shall not be members of the bargaining unit:
 - (1) law enforcement officers determined to be confidential by the Employer in accordance with the Salisbury City Labor Code and
 - (2) probationary employees.
- (c) Solely for the purposes of this Agreement and FOP membership and representation, "probationary employee" means any sworn law enforcement officer of the Salisbury Police Department who has not completed entrance level training.

Article II: Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the FOP is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, religion, political affiliation, disability as defined in the Americans with Disabilities Act as amended (ADAA), sexual orientation, pregnancy, genetic information, or union membership.

Article III: Grievance & Arbitration

- (a) **Introduction.** This Article sets forth the grievance procedure which shall apply and be limited to any grievance concerning the application or interpretation of the terms of this Agreement. Pursuant to Section 2.25.150 of the Code, grievances falling within the definition of a “grievance” under Section #118 of the Salisbury Police Department Written Directives shall remain governed by and subject to that Directive.

(b) Steps in the Grievance Process

(1) Step 1:

- (i) Filing. The aggrieved employee will submit his/her grievance within ten (10) days of the actions being grieved or within ten (10) days of the employee having known or should have known of the actions, on the approved grievance form to the employee's Division Commander. The writing shall state specifically the substance of the grievance and identify the aggrieved employee.
- (ii) Response. The employee's Division Commander shall investigate the employee's grievance and reply to the employee, in writing, within five (5) days after the meeting.

(2) Step 2:

- (i) Filing: If not resolved at Step 1, the aggrieved employee shall forward the grievance on the approved form with the Director of Human Resources within five (5) days of receipt of the Step 1 decision.
- (ii) Hearing: Upon request by the aggrieved employee or the employee's representative, the Director of Human Resources shall meet with the parties within five (5) days of the receipt of the grievance to discuss its substance and possible resolutions.
- (iii) Response: The Director of Human Resources shall give his/her decision in writing within five (5) days after the aforesaid meeting.

(3) Step 3:

- (i) Filing: If the grievance is not resolved at Step 2, the employee may present the grievance in writing on the approved form to the City Administrator within five (5) days of the receipt of the Step 2 decision.
- (ii) Hearing: The City Administrator shall meet with the aggrieved employee and the employee's representative within ten (10) days of the receipt of the grievance.
- (iii) Response: The Director of the Department of Human Resources and/or his/her designee shall give his/her response in writing within seven (5) days of the meeting.
- (iv) Special Step 3: If a grievance affects more than three (3) similarly situated employees, the employees may present the grievance directly at Step 3.

(4) Step 4:

- (i) Filing: If a grievance has not been satisfactorily resolved at Step 3, the aggrieved employee may, within ten (10) days of the completion of Step 3, initiate binding arbitration by written notice to the City Administrator of their intent to arbitrate.
- (ii) Selection of the Arbitrator:
 - (1) Within ten (10) days after receipt of the notice, the parties shall attempt to agree upon an arbitrator.
 - (2) If the parties are unable to mutually agree upon an arbitrator, the Director of Human Resources shall request a panel of seven (7) names from the Federal Mediation and Conciliation Service (“FMCS”), who shall be members of the National Academy of Arbitrators, within five (5) days of the date the parties fail to agree or fifteen (15) days from the date of the notice of arbitration, whichever is sooner.
 - (3) Within ten (10) days after receipt of a panel of seven (7) names obtained from the FMCS, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.
- (c) The arbitrator's decision shall be final and binding on all parties.
- (d) The Employer cannot present a grievance to the arbitration step.
- (e) **Costs.**
 - (1) The cost of any arbitration proceedings under this Agreement shall be borne by the losing party.
 - (2) The cost is for the arbitrator and his/her expenses. No other costs shall be paid by the losing party.
 - (3) If the employee chooses to arbitrate his or her grievance without the approval of the FOP and shall lose the grievance, the aggrieved employee shall be solely responsible for the cost of the arbitration.
- (f) The FOP shall be the exclusive representative in all grievance matters, except that an employee may represent himself/herself in accordance with the grievance procedures set forth herein. If the employee chooses to represent himself/herself, the FOP shall have the right to have a representative present at all Steps of the grievance process.

- (g) All grievances in writing shall be filed on a form developed jointly by both parties. The grieving employee shall retain a copy of the grievance form submitted.
- (h) **Time Limits and Failure to Act**
 - (1) For the purposes of the article, days means working days, and does not include Saturdays, Sundays, holidays, or days the City is otherwise closed for regular business.
 - (2) If the Employer fails to provide an answer to the grievance within the time limits so provided, the employee may immediately appeal to the next step.
 - (3) The employee or FOP failing to act upon a grievance within the time limits so provided forfeit their right to advance further in the grievance process.
- (i) Whenever a dispute or difference of opinion arises in the workplace both the employee and employer are encouraged to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances.

Article IV: Union Rights

(a) Meeting Space

- (1) The City and Salisbury Police Department agree that FOP representatives, officers and FOP staff representatives shall have reasonable access to the premises to conduct Union business and to assist in the administration of this agreement.
- (2) The City and Salisbury Police Department agree to provide space for FOP meetings at no cost to the Union. The FOP agrees to notify the City and Salisbury Police Department at least five (5) days in advance of a non-emergency, mass meeting that would take place on their property.
- (3) In emergency situations, the FOP may call a meeting during work hours to prevent, resolve or clarify a problem associated with the application or interpretation of this agreement with prior reasonable notice to and approval by the Salisbury Police Department.
- (4) In addition, upon reasonable notice to and approval by the Salisbury Police Department and consistent with security and public service requirements, FOP representatives shall have access for the purpose of membership recruitment. Approval for access described shall not be unreasonably denied.

(b) Grievance Representatives

- (1) The FOP may appoint up to three (3) grievance representatives to investigate and process grievances on behalf of the bargaining representative.

- (2) A written list of Lodge Representative(s) shall be furnished to the Chief immediately after their designation and the FOP shall notify the Chief promptly of any change of such representative(s).
- (3) Upon three (3) calendar days' notice to the Division Commander, one (1) FOP Representative may request reasonable time off during working hours with pay when he is engaged in investigating and/or presenting a grievance under Article III of this Agreement, and where it will not interfere with the operations of the Employer. Such request shall not be unreasonably denied.

(c) Union and Negotiation Leave

- (1) Up to three (3) employees designated by the FOP shall be granted leave with pay for meetings between the parties at times mutually agreed to by the parties for the purpose of negotiating a successor Agreement.
- (2) The Employer shall annually grant to the FOP one hundred twenty (120) hours of paid leave to conduct FOP business. Unused employer-granted leave may not be carried over from one year to the next.
- (3) All use of union leave must be approved in writing, in advance, by the Police Chief or the Chief's designee.

(d) Bargaining Unit Roster. The Employer shall provide the Union with a roster of all bargaining unit members on a quarterly basis.

(e) Union Communications

- (1) Bulletin Board. The Employer agrees to provide reasonable bulletin board space labeled with the FOP logo and name in the Salisbury Police Department facilities for the purpose of allowing the FOP to inform its membership of FOP business and activities. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.
- (2) Email. The Employer shall permit the Union to use Departmental email systems for the purpose of communicating general information to bargaining unit members, including, but not limited to, notices of meetings, elections, and events.
- (3) Any union communications under this section shall conform to the following rules:
 - (i) Any bulletin or email shall be signed by the FOP President, FOP Secretary, and/or their designee within the Unit shall sign all notices.
 - (ii) No scurrilous or defamatory material shall be posted on the bulletin board or emailed.

- (iii) The Employer shall have the right to remove any materials posted in violation of this Section.

Article V: Wages

(a) Wage Scale.

- (1) The parties agree to modify the FY 2024 Salary Scale by eliminating Step 1 and renumbering all subsequent steps as Step 1-24 with a new Step 25 added to the end of the scale. This modified Salary Scale is attached as Appendix A.
- (2) Effective the first full pay period following July 1, 2024, all employees shall be placed at the same grade and step of the Salary Scale in Appendix A that they had been on as of June 30, 2024.

(b) Steps

- (1) Effective the first full pay period following July 1, 2024, following the initial placement provided in Section (a) above, all employees shall advance one (1) step on the Salary Scale.
- (2) Effective the first full pay period following January 1, 2025, all full-time employees shall advance one (1) step on the Salary Scale.

(c) FY 2026. Any wage adjustments for FY 2026 shall be negotiated pursuant to the limited reopener set forth in Article XVI.

(d) Shift Differential. Employees who work the night shift (6:00PM to 6:00AM) shall receive a shift differential of \$1.05 / hour, which shall be included in the calculation of employees' overtime rates.

(e) K-9 Pay. Consistent with Salisbury City Police Policy 205, K-9 officers shall work 11 hours per day and be paid for 12 hours of work at straight time rates to account for the at-home care of the K9 dog. On a regular day off, K-9 officers shall receive one hour of straight time pay for K-9 maintenance. In addition, if K-9 officers are on leave and the dog is not kenneled, K-9 officers shall only be charged 11 hours of leave.

(f) Court time.

- (1) When an FOP member is required to attend court on his or her regularly scheduled day off or during non-regularly scheduled work hours, a member shall receive a minimum of two (2) hours of compensation at a rate of one and a half (1 ½) their normal hourly rate of pay, or all hours worked more than this whichever is greater.
- (2) When an FOP member is required to attend two (2) or more courts on the same day, with a starting time of two (2) or more hours between each court on his or her regular day off or during non-regularly scheduled work hours, he or she shall receive a minimum

compensation of four (4) hours at time and one and a half (1 ½) their normal hourly rate of pay, or all hours worked in excess of this whichever is greater.

(g) Call in Pay.

- (1) If an employee is required to return to work after the employee's regular shift after clocking out and leaving the work premises, the employee shall be paid at overtime rates for a minimum of two hours or all hours worked, whichever is greater.
- (2) If the employee is requested to report more than one (1) hour prior to the start of the employee's regular shift, the employee shall be paid at overtime rates for a minimum of two hours or all hours worked, whichever is greater.

(h) Field Training Officer (FTO) Pay. Bargaining unit employees serving as Field Training Officers shall receive differential compensation of \$1.50 per hour while serving in that capacity.

(i) Acting Pay. If a bargaining unit employee is directed temporarily to assume the responsibilities and privileges of a higher rank, the employee shall be paid at the rate of the higher rank during such period.

(j) On-Call Pay

(1) *Criminal Investigation Division.* Employees assigned to the criminal Investigation Division (CID) shall receive on-call pay as follows:

- i. If the employee is placed on call but not called in, the employee shall either (a) be paid two hours at the employee's regular rate of pay, or (b) receive two hours of compensatory time, for each day the employee is placed on call but is not called in.
- ii. If the employee is called in, the provisions of call-in pay (subsection (g) above) shall apply, and the employee shall not be paid on-call pay.

(2) *Tactical Unit.* The City shall pay all members assigned to the tactical unit 8 hours of pay per month at the employee's regular rate of pay.

(k) Uniform allowance. The Police Department's policy on uniforms shall remain in effect, except that the uniform allowance shall be \$360 annually, paid in equal semiannual disbursements.

Article VI: Hours of Work & Overtime

(a) Workday

(1) Except as provided in subsection (2), a workday is a period of twelve hours.

(2) For Employees assigned to the Criminal Investigation Division (CID) and the Administrative Division, a workday is a period of 8 hours 24 minutes, beginning at 7:36 AM and ending at 4:00 PM

(b) **Workweek.** A workweek is a period of seven (7) consecutive days, beginning at 12:00 midnight on Saturday and ending at 12:00 midnight on the following Friday.

(c) **Overtime**

(1) Except as otherwise provided in this Section, the Employer shall pay overtime in accordance with the Salisbury City Police Policy 114, Section 4.

(2) For the purposes of calculating overtime, all paid leave shall count as hours worked.

(d) **Work Schedules.**

(1) *Patrol Division.* The Employer shall maintain the existing schedule for the patrol division during the term of this contract.

(2) *CID & Administration.* The schedule for CID and Administrative units shall be 7:36 AM to 4:00 PM, Monday through Friday.

(e) **Schedule Changes**

(1) A schedule change is defined as

(i) A requirement by the Employer for an Employee to work new or additional hours; or,

(ii) When the Employer initiates a change in an Employee's permanent duty assignment (i.e., changing the Employee's squad or division) resulting in a change in the Employee's regularly scheduled days and hours worked; or

(iii) A mandatory change in the Employee's regular workdays or hours for the purpose of assigning the employee to a uniformed patrol function outside of the employee's regular schedule.

(2) An Employee shall be notified at least seven (7) days in advance of a schedule change, unless the Employee waives the notice requirement.

(3) In the event the Employer initiates a schedule change with less than the required seven (7) day notice without securing a waiver from the affected Employee, the Employee shall be entitled to an additional three (3) hours pay at their regular hourly rate of pay for each shift changed by the Employer without seven (7) days' notice.

(4) For purposes of this Section, notice shall be deemed made when:

(i) the Employer sends written notice electronically to the e-mail addresses of the Employees, or

- (ii) at the Employee's option, to the employee's personal e-mail address, or
 - (iii) the Employer issues oral notice through Departmental voice mail.
 - (iv) For special events, when notice of the event is sent via departmental email or placed in the roll call book.
- (5) The Employer shall not be required to give such notice, nor shall the Employee be entitled to additional compensation as stated herein, for
- (i) call- outs equal to or less than one hour;
 - (ii) call-outs for TAC, Accident Reconstruction, and Negotiations
 - (iii) shift carry-overs;
 - (iv) Lieutenants
 - (v) changes to duty assignments resulting from natural disasters, acts of God, civil emergencies, declared state of emergency, or homeland security events, as determined by the City.
- (6) Failure of a supervisor to provide timely notice of a special event or schedule change may be subject to disciplinary action.
- (7) If an employee's workday ends with less than seven (7) hours prior to the start of the next shift, the employee shall have the option of starting his/her schedule at a time eight (8) hours from the end of the prior work period, unless the additional work was due to voluntary overtime.
- (f) Pyramiding**
- (1) There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.
 - (2) If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Section, but the Employee shall not be entitled to additional pay for such time under any other Section.

Article VII: Leave

- (a) Except as otherwise provided in this section, the provisions of the Salisbury City Police Policy 114 regarding employee leave shall remain in effect for the duration of this contract.
- (b) *Premium Holidays*. Employees who work on Christmas Day shall receive the overtime rate of pay for all hours worked.

(c) *Personal Leave.* Personal leave shall continue to follow the City’s Employee Handbook.

(d) *Bereavement leave.*

- (1) In the event of the death of spouse, child, step-child, parent, step-parent, mother-in-law, father in-law, sibling, or step sibling, an employee may request up to forty-two (42) hours of paid leave, which shall be granted.
- (2) In the event of the death of a grandparent, grandchild, grandparent-in-law, sister-in-law, or brother in-law, an employee may request to twenty-four (24) workdays hours of paid leave, which shall be granted.
- (3) In the event of the death of an uncle, aunt, nephew, niece, or first cousin, employees may request up to eight (8) hours of paid leave, which shall be granted.
- (4) For all other situations, including pets, the City will allow employees to use eight (8) hours of the employee’s wellness leave with the approval of Human Resources.
- (5) The City may require documentation to support an employee’s bereavement leave.

Article VIII: Retirement

- (a) **LEOPS.** The City shall continue to participate in the Law Enforcement Officers Pension System (LEOPS) during the term of this agreement.
- (b) **Supplemental plan.** The City shall continue to offer a 457(b) supplemental plan to all employees during the term of this agreement.

Article IX: Other Provisions

(a) **Discipline.**

- (1) The Employer will abide by the standards outlined and specified in the Maryland Law Enforcement Officers’ Bill of Rights (“LEOBR”) for all disciplinary matters pertaining to bargaining unit members that relate to any alleged incident that occurred on or before June 30, 2022, including all procedures used by the Employer prior to June 30, 2022.
- (2) Any investigation that relates to an alleged disciplinary matter that occurred on or after July 1, 2022, shall be governed by the Police Accountability and Discipline Act, Sections 3-101 through 3-114 of the Annotated Code of Maryland, Public Safety Article.
- (3) During the term of this Agreement, either party may reopen the Agreement, upon notice to the other party, for the sole and exclusive purpose of negotiating modifications to this Article if there is a judicial decision or legislation interpreting, clarifying or otherwise modifying the disciplinary procedures of the Police Accountability and Discipline Act.

(b) Promotional Exams

(1) Frequency.

- i. Except as provided in subsections (ii) and (iii), the employer shall administer a promotional exam every 24 months. All employees who are eligible to take the exam shall have the opportunity to take the exam when offered.
- ii. The employer shall be permitted to offer an additional promotional exam if all individuals on the promotional list have been promoted.
- iii. It is the Employer's intent to continue the current cycle of testing administration and list preparation. However, the Employer may change the testing schedule after meeting and conferring with the Union and providing a written rationale, but it shall not be altered to avoid the promotion of a particular individual or to disadvantage particular individuals.

(2) Promotional Lists and Selection.

- (i) Upon completion of the promotional exam process, the employer shall publish a ranked list of scores for each rank, which shall be known as the promotional list. The list shall remain in effect for two (2) years from the date of publication, or until all individuals on the list have been promoted, whichever comes first.
 - (ii) When making a promotional appointment, the employer shall be required to make the appointment from the top five highest-scoring employees on the promotional list.
 - (iii) When filling the next promotional vacancy, the employer shall be required to make the appointment from the top four remaining and available candidates on the list, plus the next highest scoring available employee on the promotional list.
 - (iv) Upon expiration of the list, no employee shall be promoted from the expired list.
- (3) Employees may carry over their score to the next promotional list once.

Article X: Preservation of Benefits

- (a) All provisions of the Salisbury City Employee Handbook, revised through July 1, 2023, that are applicable to the sworn employees of the Salisbury Police Department, shall remain applicable unless there is a conflict with this Agreement, in which case the provision(s) of this Agreement shall prevail.
- (b) Nothing in this Agreement restricts the Employer's right to make, change and delete policies from the Employee Handbook and/or the Salisbury Police Department Written Directives, except for changes to provisions that are subject to negotiation under the Code.

(c) Notice

- (1) The Employer shall provide the FOP with written notice of any new, changed, or deleted policies impacting wages, hours and other terms and conditions of employment within the meaning of the Code at least fourteen (14) days in advance of implementation, except in the event of exigent circumstances.
- (2) The FOP shall have the right to comment upon and meet with the Employer to discuss any proposed new, changed, or deleted Policy during the period prior to implementation.
- (3) Nothing in this Section confers any right to bargain concerning any proposed new, changed, or deleted Policy that is otherwise in compliance with this Section.

Article XI: Protection Against Liability

- (a) Legal Counsel shall be provided in any civil case when the plaintiff alleges that an employee should be held liable for acts alleged to be within the scope of his/her employment and/or his/her official capacity.
- (b) Subject to the approval of the employer and provided the employee cooperates in the defense, indemnification for compensatory damages will also be provided to any employee of the unit for actions arising within the scope of his/her employment.
- (c) The decision as to indemnification as to punitive damages shall be at the sole discretion of the City of Salisbury, Maryland Council and shall not be subject to the grievance procedure.

Article XII: No Strike, Secondary Boycott, or Lockout

- (a) Neither the FOP agrees nor any employee covered herein shall, directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike or work stoppage within the meaning of Section 2.25.130(a) of the Labor Code, or any secondary boycott or picket of the Employer or any of its property.
- (b) The Employer agrees that it will not directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout within the meaning of Section 2.25.130(a) of the Labor Code.
- (c) The penalty for violation of Section (a) above by the FOP shall include:
 - (1) Revocation of its designation as exclusive representative by the City of Salisbury, Maryland;
 - (2) Disqualification from participation in elections or to be certified as exclusive

representative for a period of not more than two (2) years thereafter; and

(3) Suspension of payroll deductions of union dues on behalf of the FOP.

- (d) The penalty for violation of Section (a) above by an employee shall be disciplinary action, including removal from City service, without recourse to the grievance procedure provided under the Labor Code or this Agreement, and provided such removal is consistent with the Maryland Police Accountability Act.
- (e) Nothing in this Agreement shall deprive the Employer of remedies available to it under applicable law in the event of a strike or work stoppage.

Article XIII: Severability

- (a) If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law.
- (b) If any term or provision is so held to be invalid or unenforceable, or if the parties agree that it is invalid and unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Article XIV: Personal Pronouns

In all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

Article XV: Printing of Agreement

This Agreement shall be printed and distributed to the bargaining unit by the FOP. The Employer shall provide the FOP one signed copy of the Agreement.

Article XVI: Duration

- (a) Subject to ratification by the FOP and by the City Council pursuant to Section 2.25.160 of the Labor Code, this Agreement shall become effective July 1, 2024 and remain in full force and effect through June 30, 2026.

- (b) The parties shall reopen this Agreement pursuant to the schedule set forth in § 2.25.140 of the Labor Code for the sole purpose of negotiating over wages for Fiscal Year 2026. All other terms and conditions of this Agreement shall remain in full force and effect during any such reopener throughout the duration of this Agreement.
- (c) This Agreement shall automatically be extended from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by electronic mail (for the City: to the City Administrator and Mayor; for the FOP: to its President) no later than September 1 of the year preceding the date of termination.

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Signed on this ____ day of June, 2024, in Salisbury, Maryland.

City of Salisbury

Fraternal Order of Police, Lodge 111

DRAFT

Appendix A

FY 2024																										
Gr		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
1	Police Officer Trainee	55,000																								
2	Police Officer	55,000	55,000	55,000	55,000	55,000	56,150	57,413	58,705	60,026	61,376	62,757	64,169	65,613	67,089	68,598	70,143	71,720	73,335	74,984	76,671	78,396	80,160	81,964	83,808	85,694
3	Police Officer 1st Class (PFC)	55,033	56,268	57,534	58,829	60,153	61,506	62,890	64,304	65,752	67,231	68,744	70,290	71,872	73,490	75,142	76,833	78,562	80,330	82,137	83,985	85,875	87,807	89,783	91,803	93,869
4	Senior Police Officer (SPO)	56,622	57,925	59,259	60,592	61,956	63,350	64,775	66,232	67,723	69,246	70,804	72,398	74,027	75,692	77,395	79,137	80,917	82,738	84,600	86,503	88,450	90,439	92,474	94,555	96,682
5	Master Police Officer (MPO)	58,262	59,603	60,975	62,378	63,814	65,250	66,718	68,219	69,754	71,323	72,928	74,569	76,247	77,963	79,716	81,510	83,344	85,220	87,136	89,097	91,102	93,152	95,248	97,391	99,582
6	Corporal (Secondary Squad Supervisor)	65,520	67,028	68,536	70,078	71,655	73,267	74,915	76,601	78,324	80,087	81,890	83,731	85,616	87,542	89,512	91,525	93,585	95,690	97,843	100,045	102,296	104,598	106,951	109,358	111,818
7	Senior Corporal (Secondary Squad Supervisor)	67,486	69,039	70,592	72,180	73,805	75,464	77,163	78,900	80,674	82,490	84,346	86,243	88,185	90,168	92,197	94,272	96,392	98,562	100,779	103,046	105,366	107,736	110,160	112,638	115,173
8	Sergeant (Squad Supervisor)	69,510	71,111	72,845	74,617	76,428	78,277	80,164	82,089	84,052	86,053	88,091	90,164	92,271	94,412	96,589	98,802	101,050	103,334	105,654	108,010	110,402	112,830	115,294	117,794	120,329
9	Lieutenant (Squad Commander)	75,905	77,653	79,440	81,227	83,097	84,967	86,878	88,834	90,832	92,876	94,966	97,102	99,287	101,521	103,806	106,140	108,529	110,971	113,467	116,020	118,631	121,300	124,030	126,820	129,674
10	Captain (Division Commander)	84,256	86,240	88,224	90,255	92,333	94,411	96,535	98,707	100,928	103,199	105,520	107,895	110,322	112,805	115,343	117,938	120,592	123,306	126,079	128,916	131,817	134,783	137,816	140,916	144,087
11	Major (Division Commander)	91,883	94,046	96,210	98,426	100,640	102,905	105,220	107,587	110,008	112,483	115,015	117,602	120,248	122,954	125,720	128,549	131,441	134,398	137,422	140,514	143,676	146,908	150,214	153,594	157,049
12	Colonel (Assistant Chief of Police)	99,803	102,152	104,503	106,909	109,313	111,773	114,289	116,860	119,489	122,177	124,927	127,737	130,612	133,551	136,555	139,627	142,769	145,982	149,266	152,624	156,058	159,570	163,161	166,832	170,585
13	Chief of Police (Department Head)	105,918	108,300	110,850	113,403	115,954	118,563	121,231	123,959	126,748	129,600	132,516	135,497	138,546	141,663	144,850	148,110	151,442	154,850	158,334	161,896	165,539	169,263	173,072	176,966	180,947

FY 2025 - Effective First Pay Period After 7/1/24																										
Gr		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
1	Police Officer Trainee	55,000																								
2	Police Officer	55,000	55,000	55,000	55,000	56,150	57,413	58,705	60,026	61,376	62,757	64,169	65,613	67,089	68,598	70,143	71,720	73,335	74,984	76,671	78,396	80,160	81,964	83,808	85,694	87,622
3	Police Officer 1st Class (PFC)	56,268	57,534	58,829	60,153	61,506	62,890	64,304	65,752	67,231	68,744	70,290	71,872	73,490	75,142	76,833	78,562	80,330	82,137	83,985	85,875	87,807	89,783	91,803	93,869	95,981
4	Senior Police Officer (SPO)	57,925	59,259	60,592	61,956	63,350	64,775	66,232	67,723	69,246	70,804	72,398	74,027	75,692	77,395	79,137	80,917	82,738	84,600	86,503	88,450	90,439	92,474	94,555	96,682	98,858
5	Master Police Officer (MPO)	59,603	60,975	62,378	63,814	65,250	66,718	68,219	69,754	71,323	72,928	74,569	76,247	77,963	79,716	81,510	83,344	85,220	87,136	89,097	91,102	93,152	95,248	97,391	99,582	101,823
6	Corporal (Secondary Squad Supervisor)	67,028	68,536	70,078	71,655	73,267	74,915	76,601	78,324	80,087	81,890	83,731	85,616	87,542	89,512	91,525	93,585	95,690	97,843	100,045	102,296	104,598	106,951	109,358	111,818	114,334
7	Senior Corporal (Secondary Squad Supervisor)	69,039	70,592	72,180	73,805	75,464	77,163	78,900	80,674	82,490	84,346	86,243	88,185	90,168	92,197	94,272	96,392	98,562	100,779	103,046	105,366	107,736	110,160	112,638	115,173	117,764
8	Sergeant (Squad Supervisor)	71,111	73,845	76,617	79,428	82,277	85,164	88,089	91,052	94,053	97,091	100,164	103,271	106,412	109,589	112,802	116,050	119,334	122,654	126,010	129,402	132,830	136,294	139,794	143,329	146,899
9	Lieutenant (Squad Commander)	77,653	79,440	81,227	83,097	84,967	86,878	88,834	90,832	92,876	94,966	97,102	99,287	101,521	103,806	106,140	108,529	110,971	113,467	116,020	118,631	121,300	124,030	126,820	129,674	132,591
10	Captain (Division Commander)	86,240	88,224	90,255	92,333	94,411	96,535	98,707	100,928	103,199	105,520	107,895	110,322	112,805	115,343	117,938	120,592	123,306	126,079	128,916	131,817	134,783	137,816	140,916	144,087	147,329
11	Major (Division Commander)	94,046	96,210	98,426	100,640	102,905	105,220	107,587	110,008	112,483	115,015	117,602	120,248	122,954	125,720	128,549	131,441	134,398	137,422	140,514	143,676	146,908	150,214	153,594	157,049	160,583
12	Colonel (Assistant Chief of Police)	102,152	104,503	106,909	109,313	111,773	114,289	116,860	119,489	122,177	124,927	127,737	130,612	133,551	136,555	139,627	142,769	145,982	149,266	152,624	156,058	159,570	163,161	166,832	170,585	174,424
13	Chief of Police (Department Head)	108,300	110,850	113,403	115,954	118,563	121,231	123,959	126,748	129,600	132,516	135,497	138,546	141,663	144,850	148,110	151,442	154,850	158,334	161,896	165,539	169,263	173,072	176,966	180,947	185,019

DRAFT

[Date]

Nicholas Amendolagine
Bargaining Unit Chair
Fraternal Order of Police, Lodge #111, Inc.
Salisbury City Police Unit

Dear Sgt. Amendolagine,

This will confirm our understanding regarding the terms of secondary employment for sworn police officers employed by the Salisbury Police Department. During the term of the current collective bargaining agreement (“Agreement”), the City and FOP shall form a work group to study allowing employees covered by this agreement to work secondary employment at bars and restaurants that sell alcohol.

The workgroup shall be composed of two (2) representatives of the City and two (2) members of the FOP and shall meet regularly during the first year of the contract. The workgroup shall present a report to the City, Chief, and FOP six (6) months prior to the expiration of the agreement.

Sincerely,

Andy Kitzrow
City Administrator

Accepted for the FOP

Nicholas Amendolagine

Collective Bargaining Agreement
Between the City of Salisbury, Maryland
And the International Association of Firefighters, Local 4246, AFL-CIO
Effective July 1, 2024 – June 30, 2026

[INSERT LOGOS, etc TO SATISFICATION OF PARTIES]

Table of Contents

ARTICLE 1: RECOGNITION	3
ARTICLE 2: MANAGEMENT RIGHTS	3
ARTICLE 3: BARGAINING UNIT WORK.....	3
ARTICLE 4: DUES and COPE CHECK-OFF	3
ARTICLE 5: EMPLOYEE RIGHTS & NON-DISCRIMINATION.....	4
ARTICLE 6: LABOR MANAGEMENT COMMITTEE.....	5
ARTICLE 7: UNION COMMUNICATIONS.....	5
ARTICLE 8: PUBLICATION OF AGREEMENT	6
ARTICLE 9: NO STRIKE OR LOCKOUT	6
ARTICLE 10: UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT.....	6
ARTICLE 11: PERSONNEL RECORDS	7
ARTICLE 12: PROMOTION.....	7
ARTICLE 13: MEDICAL MATTERS.....	10
ARTICLE 14: HOURS OF WORK AND OVERTIME.....	11
ARTICLE 15: LEAVE & WORK ASSIGNMENTS	12
ARTICLE 16: PENSION PLANS	15
ARTICLE 17: LAY-OFF / PERSONNEL REDUCTION/ FURLOUGH.....	15
ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURES	16
ARTICLE 19: UNION REPRESENTATIVES	18
ARTICLE 20: UNION LEAVE.....	19
ARTICLE 21: WAGES AND PREMIUMS.....	20
ARTICLE 22: PROTECTION AGAINST LIABILITY.....	22
ARTICLE 23: DISCIPLINE AND DISCHARGE	22
ARTICLE 24: PERSONAL PRONOUNS	23
ARTICLE 25: SAVINGS CLAUSE.....	23
ARTICLE 26: DURATION.....	23
APPENDIX A.....	25
APPENDIX B	26

This Collective Bargaining Agreement (this "Agreement") is entered into by and between the City of Salisbury, Maryland (the "Employer" or the "City") and the International Association of Fire Fighters, Local 4246, AFL-CIO ("the Union") pursuant to the City's Labor Code, set forth at Chapter 2.25 of the Salisbury Municipal Code, for the purpose of promoting harmonious and cooperative relations between the Employer and the Union.

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for all persons employed by the Salisbury Fire Department ("the Department") who are classified as regular full time, including any contractual and SAFER grant employees and probationary employees, and who hold the rank of Captain or below (herein referred to collectively as "Employees"), but excluding all civil employees, and all casual, seasonal, part time, confidential and management employees as defined by Section 2.25.020 of the Salisbury City Code.

ARTICLE 2: MANAGEMENT RIGHTS

The Employer retains all of the rights provided to it under Section 2.25.070 of the Salisbury City Code, and all rights and powers reserved to it under the Salisbury Code and Charter.

ARTICLE 3: BARGAINING UNIT WORK

A. The Employer shall continue to issue and maintain job descriptions listing the duties for each position in the bargaining unit.

B. Should the Employer withdraw or revise any job description, or issue a job description for a new position in the bargaining unit, it shall first notify the Union with written notice. Such written notice shall be sent, by email, to the President of the Union at least thirty (30) days before implementation. The Employer shall accommodate the Union's request to meet and confer within the thirty (30) calendar day period.

ARTICLE 4: DUES and COPE CHECK-OFF

A. The Employer agrees to deduct Union dues, without cost to the Union, from the pay of any Employee whom the Union is certified to represent and who authorizes such deductions in writing pursuant to the provisions of Section 2.25.110 of the City

Code. The Employer shall deduct dues once every pay period from the pay of those Employees who authorize check off. This provision does not, and shall, operate to limit dues deduction to bargaining unit employees only, and instead permits dues deductions using the same process and procedures as set forth herein from officers and chiefs who so authorize.

B. The Employer shall transmit all such monies withheld to the Union within fourteen (14) days of check off deduction electronically. The Employer agrees to supply the Union or its designee with a dues deduction report on a quarterly basis electronically throughout the term of this Agreement. Said report shall include each individual Employee's name, workplace, annual salary and the amount deducted per pay period.

C. An Employee check off authorization shall be valid on an annual basis from the date it was executed and shall be continued from year to year unless revoked in writing by the Employee.

D. In accordance with Section 2.25.110(b), the Union agrees that it shall indemnify and save the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the deduction of dues and/or fees pursuant to this Article and Section 2.25.110 of the Code.

E. Pursuant to Section 2.25.110(a) of the Code, no other employee organization shall be entitled to check off dues from the Employees.

F. The Employer shall also honor any voluntary executed request from an Employee to contribute any lawful portion of the Employee's earnings to a Political Action Committee ("PAC"), Committee on Political Education Fund ("COPE fund"), or like program organized by the Union.

ARTICLE 5: EMPLOYEE RIGHTS & NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied to all employees without discrimination because of marital status, political affiliation, race, ethnicity, color, national origin, religion, sex, sexual orientation, gender, gender identity, age, physical or mental disability, and any other protected lawful classifications, attributes or affiliations covered by City, State and federal laws and also membership or non-membership in Union.

ARTICLE 6: LABOR MANAGEMENT COMMITTEE

There shall be established a joint Labor Management Committee consisting of three (3) Union representatives (the Union President, or designee, and two (2) others) and up to three (3) Departmental representatives or their designees. The Committee shall meet quarterly, except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations with respect to specific matters bearing upon the economy, efficiency, or alterations in Departmental operations and/or upon the welfare of its Employees, whether or not such matters are negotiable. Such time shall not count as hours worked for purposes of overtime. Union Representatives who are on shift at the time of a meeting shall be released to attend it ("PGed") and Union Representatives who are not on shift shall be deemed to be in duty status and paid appropriately while attending such meetings. Such time shall not count as hours worked for purposes of overtime. Time spent preparing for Committee meetings shall be charged to Union Leave provided under Article 20. Nothing in this article shall constitute a substitution for the grievance procedure contained in this Agreement, nor shall it be used to compromise the Employer's duty to deal and bargain with the Union, over mandatory subjects of bargaining as defined in the Labor Code.

If the Fire Department creates a committee or work group that includes members of the bargaining unit to study and/or make recommendations regarding the working conditions, operating procedures, or safety procedures affecting bargaining unit employees, the Department shall notify the Union President and the Union President shall have the option of naming one Union representative to sit on the committee and participate in all activities of the committee. Time spent preparing for and attending any such committee or work group meetings shall be charged to Union Leave provided under Article 20. Such time shall not count as hours worked for purposes of overtime.

ARTICLE 7: UNION COMMUNICATIONS

A. The Employer agrees to provide, if requested, reasonable bulletin board space labeled with the IAFF and/or Union logo and name in all City fire stations where Employees work, for the purpose of allowing the Union to inform its membership of Union business and activities. The Union President or Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Department shall remove any materials posted in violation of this Section. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.

B. The Employer agrees to permit the President of the Union or his or her designee to have use of the Employer's e-mail system, interdepartmental mail and

mailboxes to communicate with the Employees of the bargaining unit. The Department shall continue to allow the Union to utilize Chief Backstage or equivalent for communicating with employees consistent with established practices.

ARTICLE 8: PUBLICATION OF AGREEMENT

The Employer shall make this Agreement available electronically by posting it on the City's and Department's website and by posting it on any system where General Orders are posted.

ARTICLE 9: NO STRIKE OR LOCKOUT

Strikes, work stoppages, and lockouts are prohibited as set forth in Section 2.25.130 of the Labor Code.

ARTICLE 10: UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

A. The Employer agrees to furnish each employee, at no expense to the employee, with uniforms and protective gear sufficient for the needs of the employee, as determined by the Fire Chief or his designee. All uniforms, protective clothing and equipment shall be maintained in good condition and shall meet the applicable OSHA, ANSI and NFPA standards.

B. All uniforms and protective gear issued by the Department are and shall remain the property of the Employer. Clothing and gear will be issued on a "one-for-one" basis to replace that which is damaged, destroyed, or worn out through normal use and turned in by an Employee and at the request of the Employee per current practice.

C. The Employer shall have the right to deduct the reasonable replacement cost of issued uniforms and/or equipment from the final paycheck or accrued unused annual leave payout for employees who fail to return issued uniforms and/or equipment upon termination or retirement. Employees shall be required to execute a written authorization allowing the Employer to make such deduction. Employees who retire are permitted to retain their Class A uniform and may be permitted, by the Chief, to retain other clothing and equipment.

D. **IAFF Apparel & Company Patches.** Upon no less than thirty (30) days' prior notice, the Union may request permission for employees to wear union apparel that is specially colored for particular causes and occasions. Permission shall not be unreasonably denied. The Department shall continue to issue and permit wearing of

shorts. Employees are allowed to have their company patch applied to any outer apparel (e.g. jackets, sweatshirts, etc.) issued by the Department; the employee is responsible for the cost. Hooded sweatshirts shall be available to employees at their expense and shall be permissible to wear on duty; the cost for branding shall be borne by the employee.

E. **Personal Safety Apparel.** The Employer shall permit employees to utilize safety apparel, including but not limited to hoods, gloves, helmets, safety glasses, that they choose, provided that the apparel/equipment meets or exceeds Departmental standards as determined by the Employer. Notwithstanding the foregoing, permission to use personal apparel/equipment that meets or exceeds Departmental standards may be denied by the Employer based on Departmental interests in standardization and consistency of equipment. The prior approval of the Fire Chief or his designee is required before any such apparel/equipment may be used. Any denial shall be in writing and provided to the employee and the Union President.

F. **Second Set.** The Employer and the Union may raise and consider through the Labor-Management Committee the topic of grants and other support to fund a second set of turn out gear (jacket and pants) for all employees.

G. **Changes.** The Employer shall notify the Union thirty (30) days in advance of implementation of any intended change to the equipment or uniforms currently provided, and if requested by the Union, the Employer shall furnish information about the change to the Union.

ARTICLE 11: PERSONNEL RECORDS

Employees covered by this Agreement shall have access to their personnel records in accordance with the Employer's Employee Handbook. No anonymous materials will be placed in any personnel file, except for anonymous material which is part of a completed investigation that is maintained in the employee's personnel file. Materials will be removed from files as provided elsewhere in agreement and confidential medical information will be separately filed and maintained.

ARTICLE 12: PROMOTION

A. **Generally.** Promotions to competitive positions within the bargaining unit are made after an evaluation of each individual's qualifications through testing. The Employer's promotional program for positions within the bargaining unit will provide that qualified bargaining unit Employees are given an opportunity to receive fair and appropriate consideration for higher level bargaining unit positions.

B. **Announcements.** Announcements for promotional examinations and vacancies shall be made widely known within the Department through posting or other method of dissemination of such information.

C. **Source Materials.** The Department shall identify all source materials 90 days' in advance of any promotional test. The Department will advise the Union and employees whenever it intends to substantially change the sources used.

D. **Scheduling.** The Employer will continue the practice of two-year promotional lists, i.e. lists that remain in effect for two years or until exhausted. It is the Employer's intent to continue the current cycle of testing administration and list preparation, i.e. the general timing of sergeants, lieutenants, captains, and other testing, such that employees may predict and rely on that schedule of testing. The testing schedule may be changed after meeting and conferring with the Union and issuing a written rationale, but it shall not be altered to avoid the promotion of particular individuals or to disadvantage particular individuals.

E. **Release.** Whenever a promotional test is administered, the Employer will release ("PG") all eligible employees so that they may sit for the test. For the purposes of this provision, eligible means those employees eligible for promotion as of the date of administration. (This provision does not change the right of employees to sit for a test even if they are not eligible for promotion.)

F. **Review of Questions and Scores.** The Union may recommend that specific test question(s) be excluded from Employees' scores based on feedback provided from test takers. The Employer shall not be required to provide the Union with any test questions or answers, however (except as provided hereafter). The Employer shall, upon request, provide data as to the number of test takers who got a question (or questions) wrong. The Union President (or designee) and another representative from the Union shall be able to meet with Employer officials to review problematic questions confidentially, unless the Employer has already decided to remove the problematic question from scoring. If a question is removed from scoring, a written explanation will issue to all takers.

Each test taker will be able to review their test results following the administration of the test. The review will be done in the presence of the training officer, and will consist of each incorrect written response being identified and discussed with the goal of helping the test taker understand their error or how to correct it. The review of oral scoring and responses will consist of poorly rated responses being identified and

discussed, again with the goal of helping the test taker understand their defects and/or how to cure them. Review applies to both written elements and other elements and includes the result on each item, element, benchmark, and/or criteria.

Any issue or complaint regarding a test question(s) must be submitted to the Employer no later than fourteen (14) calendar days following review of results.

G. **Seniority.** The parties agree to use the following to credit seniority for those who receive a passing score on the testing.

1. A seniority credit equal to ½ point per year of continuous uninterrupted service with the Department, with a maximum of 10 points (20 years of service), shall apply. Each ½ point seniority credit shall be earned at the completion of each year of service.
2. The Fire Chief of their designee shall calculate the seniority credit point for each eligible passing employee.

H. **Scores.** Scores will be reported for all employees who took the test, are eligible for promotion, and received a passing score, in the following manner. Each passing Employee shall be assigned a number which shall be provided to that Employee only. The report will issue promptly after testing and shall separately list each Employee by number only (not by name), score, seniority credit, and total points. The report will be in order of total points.

I. **Eligible List and Appointment/Selection.** The Fire Chief has discretion to decide whether to fill promotional vacancies, but shall explain in writing any decision not to fill a vacancy. Successful candidates for promotion to competitive positions shall be placed on the eligibility list, in order of score, and the Employer's selection shall be made from among the top three (3) on the list; and each successive promotion shall be from the top three on the list at the time of those promotions. If the Fire Chief selects an eligible employee who is not the top scorer on the list, then the top scorer (or higher scorers) may request, and will be granted, a meeting with the Chief to discuss the matter.

J. **Noncompetitive Promotion.** No employee shall be transferred or assigned to a field position who has not been appointed pursuant to a competitive process. An employee who is promoted to sergeant, lieutenant, or captain through a non-competitive process may subsequently sit for a competitive promotion to enable them to return to a field position.

K. **Access to Necessary Classes.** The Department shall make all reasonable efforts to facilitate access to the necessary classes required for promotion.

ARTICLE 13: MEDICAL MATTERS

A. **Annual Evaluations.** The Employer shall continue to have authority to direct Employees for a biannual medical evaluation, except hazmat and personnel who are over fifty years old who have annual medical evaluations.

B. **Alcohol and Substance Testing.** Employees shall be subject to the City's Drug and Alcohol Policy (as attached to this Agreement as Appendix B), which the Employer shall not change without prior notice to and consultation with the Union.

C. **Referral to Testing.** An employee shall be subject to testing in accordance with the City's Drug and Alcohol Policy and the Fire Department's Accident Policy _____.

D. **Treatment Choice.** Employees have the right to choose where and who shall treat them for any disease, injury, conditions, or other health concern whether the concern arises from or has a nexus with their work. No Employee shall be required, as a condition of employment, to authorize any Employer specified facility to assume the capacity of that Employee's treating physician or treating medical care provider.

E. **No Novel Procedures or Tests.** No Employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

F. **Privacy and Confidentiality.** The Employer shall, at all times, honor and require the medical clinic or evaluator, and the Fire Chief, to honor Employees' confidentiality and privacy rights with regard to medical information and care, to the extent required by law.

G. **Cannabis.** The City and Union shall form a working group to consider the issue of cannabis use, and to make recommendations to the Fire Chief about same. The working group shall examine policies developed and implemented by other public employers and fire departments. The working group shall reports its recommendations to the Fire Chief by January 1, 2025. Time spent preparing for and attending work group meetings shall be charged to Union Leave provided under Article 20. Such time shall not count as hours worked for purposes of overtime.

ARTICLE 14: HOURS OF WORK AND OVERTIME

A. **Field Personnel.** The regular hours of work for field personnel shall continue to be a shift alignment of 24-hours on, followed by 72-hours off. Reporting time shall be 0700 hours. The result shall be an average 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

B. **Administration Personnel.** The regular hours of work for administration personnel shall continue to be a five-day, 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

C. **Fire Marshal's Office.** The regular hours of work for personnel in the Office of the Fire Marshal shall be a five-day, 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

D. **Mandatory Trainings.** Mandatory trainings that are off-shift for an employee shall be paid at the employee's premium overtime rate or the employee may opt for compensatory time off at the rate of one and one-half hours for each hour worked. This provision shall not apply to time spent by employees in paramedic school.

E. **No Duplication or Pyramiding of Premium or Overtime Pay.** There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

F. **Overtime Selection and Designation.** Opportunities for overtime shall be afforded in the following order:

1. To part-time personnel who meet the minimum requirements; then
2. To full-time personnel in the order in which they volunteer (by who calls in sequentially); then
3. To non-career personnel who meet the requirements for minimum staffing.

ARTICLE 15: LEAVE & WORK ASSIGNMENTS

A. Annual Leave Selection (Field Personnel)

1. Assistant Chiefs are responsible for managing leave selection for their respective shifts.
2. The Annual Vacation Leave Selection Process is held from July 1st through July 31st of each calendar year.
3. Each employee is responsible for submitting their Annual Vacation Leave Selection requests to their assigned Assistant Chief during the time period the leave selection is open.
4. During the Annual Vacation Leave Selection process, personnel may select annual vacation for the upcoming calendar year. The vacation selection will be completed by rank/seniority. Rank seniority is defined as rank and time-in-grade as follows:
 - Assistant Chief
 - Captain
 - Lieutenant
 - Sergeant
 - Driver/EMT and Driver/Paramedic
 - Firefighter/EMT-Basic and Firefighter/Paramedic
5. Personnel are permitted to select up to six (6) tours (defined as six consecutive or six individual tours) as their Annual Vacation Leave Selection for the upcoming year. Personnel are not required to submit Annual Vacation Leave, but if they do, it must be a 24-hour tour.
6. Each Assistant Chief, or their designee, is responsible for ensuring that all of their assigned personnel's vacation requests are entered into the Department's approved staffing system by August 15th.

B. Casual Leave Selection

1. Casual leave for the upcoming year may be selected once a shift has completed and posted its Annual Vacation Leave Selection in the staffing system.

2. Request for casual leave are submitted electronically to the "On Duty" Assistant Chief at least 72 hours prior to the shift/time requested.
3. Request for leave submitted less than 72 hours in advance may be approved by the requesting member's Assistant Chief when sufficient personnel are available and the requesting member has sufficient justification for submitting a late leave request.
4. Personnel presenting a request for a casual day off to the "On Duty" Assistant Chief will have their request either approved or denied on a "first come first served basis" and it is within the allowable personnel off standard.

C. **Compensatory Time Use.** Compensatory time is considered casual leave and follows the criteria outlined in Section B for selection.

D. **Recognition Time.**

1. The Employer shall continue to offer the Recognition Time program consistent with the manner and scope in which it has been offered prior to the effective date of this Agreement.
2. Recognition Time must be used within twelve (12) months following the date of the award.
3. Disputes concerning Recognition Time shall not be subject to the grievance procedure of this Agreement nor the Employee Handbook grievance procedure.

E. **Personnel Allowed Off**

1. For the Department to manage its personnel with regards to maintaining the minimum manning standard for operations, a maximum of three (3) personnel are allowed off, with no more than two (2) officers off at the same time. The Assistant Chief does count towards the maximum number of personnel allowed off.

The Assistant Chief and the Acting Assistant Chief (i.e. Captain) on the same shift, may not be off at the same time.

2. A member off on sick, military, jury duty, worker's compensation, FMLA, permission granted, or bereavement leave does not count against the number of personnel permitted off.

F. **Swaps.** Employees may, at their option, exchange scheduled shifts of work of equal length with Employees as authorized under the Fair Labor Standards Act, 29 U.S.C. § 207(p)(3) provided that the Employer has forty-eight (48) hours advance notice of the exchange.

G. **Notice of Changes (Field Personnel).**

1. The Employer will continue to promptly enter and give notice of assignment changes through its staffing system (i.e. Chief Backstage). The Employer shall endeavor in good faith to provide advance notice prior to the start of the shift to an Employee of changes in station or apparatus when it has advance notice of the need for such change.
2. For legitimate operations purposes only, the Employer may permanently change an Employee's regularly scheduled shift and/or hours (i.e., platoon assignment) with 21 days' advance notice to the Employee. A permanent change is one for 30 or more consecutive days.

H. **Rest.** Personnel are permitted down time from 2100-0700, provided all duties as assigned are completed and they are prepared to respond with the same quality of service provided during non-rest periods.

I. **Fire Marshal.** The following rules and terms shall govern the assignment of bargaining unit personnel in the Fire Marshal's Office:

1. **On-Call.** The Employer shall designate an Employee(s) as an "On Call" Employee(s) who must be ready to report for and perform work when the need arises, when called. Employees in an "On Call" status are required to be available by telephone.
 - a. The Employer shall not designate an Employee using Annual Leave as an "On Call" Employee, unless otherwise agreed to by the Employee.
 - b. An "On Call" assignment must be of definite duration, and the Employee(s) must be officially notified of the duration. "On Call" status

shall remain in effect until the Employee is officially relieved from "On Call" status.

- c. The Employee who is on-call will be compensated at a rate of one-hour of their hourly rate of pay or one hour of comp time for every twelve-hour (12) shift of on-call served.
 - d. When an Employee in an "On Call" status is directed to report for work, the Employee shall be paid three (3) hours minimum pay for each time the Employee reports to work, which shall count as hours worked for the determination of overtime in a pay period.
 - e. The Fire Marshal's Office shall make the "On Call" schedule available to Fire Marshal Employees a minimum of seven (7) days before the effective date of the monthly on-call schedule.
 - f. Employees shall be permitted to exchange "On Call" assignments where approved by the Employer in advance.
2. Employees within the Fire Marshal's Office shall be assigned a take home vehicle.

ARTICLE 16: PENSION PLANS

A. **LEOPS.** The Employer will continue to participate in the Law Enforcement Officers Pension System (LEOPS). Employees shall make member contributions at the rate determined by the State Retirement and Pension System as provided by law.

B. **457(b) Plan.** All employees have the option to enroll in the 457(b) Deferred Compensation Plan in accordance with the terms of the Plan, which may be amended from time to time.

ARTICLE 17: LAY-OFF / PERSONNEL REDUCTION/ FURLOUGH

A. **Lay Off or Furlough.** If the Employer determines that furloughs or layoffs in the bargaining unit maybe necessary, it shall notify the Union within five (5) days of making the decision. The Employer and Union shall then have up to forty-five (45) days to discuss the decision. The Employer and Union shall bargain the effects of the layoff or furlough, and the process for recall, if any.

B. **Contraction / Elimination of Position.** If the Employer decides that it will not fill a position in the bargaining unit after retirement or resignation of an Employee, it shall notify the Union of such decision.

ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURES

A. A “grievance” as the term is used in this Agreement is defined as any dispute, difference, or disagreement concerning the application or interpretation of the terms of this Agreement. If a grievance is filed under this Agreement and it is subsequently determined to be properly filed under the grievance procedure of the Employee Handbook, the grievance will be redirected to the Employee Handbook procedure. Similarly, if a grievance is filed under the grievance procedure in the Employee Handbook and it is subsequently determined to be properly filed under the grievance procedure of this Agreement, the grievance will be redirected to the procedure herein. In either case, the grievance will be redirected without prejudice and without any timeliness defenses based on the time between the original filing and the redirection of the grievance to the correct procedure.

B. An Employee, multiple Employees, or the Union, may be the “aggrieved” and may submit a grievance.

C. Whenever a dispute or difference of opinion arises in the workplace, both the Employee and/or Union and Employer are encouraged to make an effort to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication in an attempt to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances. The parties shall work in earnest to resolve matters at the lowest possible step.

D. The parties may agree to extend any time limit in the Article, provide the agreement is mutual, voluntary, and in writing.

E. All grievances shall be submitted and adjusted in the following manner:

Step 1:

The aggrieved will submit a grievance within twenty (20) calendar days of the day the aggrieved knew or reasonably should have known of action(s) being grieved. This time limitation shall not be tolled by any informal attempts to resolve the issue. A grievance shall be submitted to the Deputy Chief of Administration or designee. The grievance shall advise of the substance of the grievance, including

identification of the provision(s) of this Agreement allegedly violated, and identify the aggrieved, on the approved grievance form. The Deputy Chief of Administration, or designee, shall meet with the aggrieved and a designated Union Representative to discuss the grievance within seven (7) calendar days of receipt of the grievance and shall reply to the aggrieved and to the Union, in writing, within seven (7) calendar days after the meeting.

Step 2:

A grievance that is not resolved at Step 1 may be advanced to Step 2 by filing the Step 2 grievance with the Fire Chief or designee within ten (10) calendar days of receipt of the Step 1 decision. The aggrieved and a Union representative shall meet with the Fire Chief, or designee, within ten (10) calendar days of the filing of the grievance at this step, to discuss its substance and possible resolutions. The Fire Chief, or designee, shall give a decision in writing within ten (10) calendar days after the aforesaid meeting.

Step 3:

If the grievance is not resolved at Step 2, the aggrieved may present the grievance in writing to the City Administrator or designee within ten (10) calendar days of the receipt of the Step 2 decision. The City Administrator or designee shall meet with the aggrieved Employee and a Union representative within ten (10) calendar days of the receipt of the grievance and shall give a response in writing within ten (10) calendar days of the meeting.

Step 4:

- (a) If a grievance has not been satisfactorily resolved at Step 3, the Union may initiate binding arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Service ("FMCS") and giving written notice to the Human Resources Director of the decision to arbitrate (with a copy of the demand for arbitration included). The submission to the FMCS shall request a list of five (5) arbitrators who are members of the National Academy of Arbitrators and rostered within the FMCS 125-mile "Metropolitan" area. The Union may advance an individual Employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the Employee (or Employees) affected shall be bound by the Union's decision whether or not to arbitrate. The demand for arbitration

and notice to the Human Resources Director for this Step 4 shall be made within thirty (30) calendar days of the receipt of the Step 3 decision.

- (b) Within seven (7) calendar days after receipt of the arbitrator list from the FMCS, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.
- (c) Briefs following a hearing shall be filed only if the arbitrator determines they are necessary.
- (d) The arbitrator's decision shall be final and binding on all parties, including all Employees affected.
- (e) The Employer cannot present a grievance to the arbitration step.
- (f) The Cost of the Arbitrator's fees and billed expenses shall be shared equally between the parties.

F. The Union shall be notified about and shall act as the exclusive representative in all grievance matters, subject to the Employee rights that are reserved in the Labor Code.

G. All grievances in writing shall be filed on a form developed jointly by both parties. Filing by email is acceptable and shall be the general practice.

H. If the Employer fails to provide an answer to the grievance within the time limits so provided, the aggrieved or the Union may immediately appeal to the next step.

I. The aggrieved or Union failing to act upon a grievance within the time limits so provided shall forfeit the right to advance further in the grievance process. Time limits provided in this Article are to be strictly applied. Time limits may be waived by agreement.

ARTICLE 19: UNION REPRESENTATIVES

A. The Union may appoint up to five (5) grievance representatives to investigate and process grievances on behalf of the Union. The Union President shall be one of the grievance representatives. Time spent investigating grievances shall be charged to Union Leave under Article 20.

B. A written list of Union Grievance Representatives shall be furnished to the Fire Chief immediately after their designation and the Union shall notify the Fire Chief promptly of any change of such representatives.

C. After giving five (5) calendar days' notice to the Fire Chief, one (1) Union Grievance Representative shall be granted reasonable time off during working hours with pay at the Employee's applicable rate of pay when he is engaged in presenting a grievance under Article 5 of this Agreement, provided that it will not interfere with the operations of the Fire Department. Such requests shall not unreasonably be denied. Such time shall not be charged to Union Leave.

ARTICLE 20: UNION LEAVE

A. Employees elected or appointed to represent the Union shall be granted time to perform their Union business, as provided herein.

B. Union Leave: The Employer shall annually grant the Union three hundred (300) hours of paid leave, each fiscal year, to conduct Union business, provided, however, in fiscal years in which contract negotiations are conducted the allowance shall be four hundred (400) hours. All paid leave granted as Union Leave shall be paid at the Employee's straight time rate and shall not count as hours worked for purposes of overtime.

C. Requests to use Union Leave shall be made no less than 72 hours prior to the shift for which the Union Leave is sought. Such request shall be submitted to the Assistant Chief for the shift in question. The Assistant Chief, or his designee, must approve all use of Union Leave in writing, in advance, but he shall not unreasonably deny such requests.

D. Negotiations: Up to six (6) members of the Union shall be allowed time off for meetings, which shall be mutually set by Employer and the Union for the purpose of negotiating a successor Agreement. Time spent preparing for and attending negotiations shall be charged to Union Leave.

E. The Human Resources Director shall provide the Union with the name(s) and rank(s) of all newly hired employees and their home address(es) within ten (10) days after the date of hire. The Employer shall give the Union an opportunity to meet with each newly hired employee within the first fifteen (15) days that the Employee begins work.

ARTICLE 21: WAGES AND PREMIUMS

A. Wage Rate Table:

1. For FY 2025, the parties agree to modify the FY 2024 pay scale with a two percent (2.0%) cost of living adjustment as set forth in Appendix A. Effective the first full pay period following July 1, 2024, all employees shall be placed at the same grade and step of the pay scale in Appendix A they had been on as of June 30, 2024.
2. Effective the first full pay period following July 1, 2024, following the initial placement provided in Section 21.A.1 above, all employees shall advance one (1) step on the pay scale.
3. Effective the first full pay period following January 1, 2025, all employees shall advance one (1) step on the pay scale.
4. Any wage adjustments for FY 2026 shall be negotiated pursuant to the limited reopener set forth in Article 26.

B. Promotions: An Employee who receives a promotion to a higher salary grade within the bargaining unit will receive at least a five percent (5.0%) increase in base pay.

C. Working Out of Class Pay: An Employee who has completed their probationary period and who is detailed to work in a classification in a higher pay grade than their regular classification for more than five (5) consecutive shifts shall be paid for all hours worked thereafter in such higher pay grade at either five percent (5%) above the regular rate for their classification or the minimum rate for the higher pay grade, whichever is greater. The Captain who is so assigned shall discharge all managerial and supervisory duties of an Assistant Chief, and shall be subject to scheduling and assignment as an Assistant Chief. This shall not affect the Employee's status as a member of the bargaining unit.

D. Court Appearances: An Employee who is required under the authority of a subpoena to appear as a witness for the State or City in a criminal or administrative proceeding shall receive (i) compensatory time if they so elect; or (ii) a minimum of three (3) hours pay at the appropriate rate; or (iii) the actual number of hours worked at the appropriate rate, whichever number of hours is greater, for; (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to their individual work schedule.

E. Mileage Reimbursement: Employees required to use their private vehicles for City business as approved by their supervisor shall be compensated at the IRS allowed mileage rate for the tax year.

F. Employees may continue to authorize voluntary deductions from each payroll check, in addition to automatic deductions authorized by law.

G. Unused leave shall be paid out upon separation in accordance with the terms of the Employee Handbook.

H. Call Back Pay: The Employee shall be paid three (3) hours minimum pay for each time the Employee is directed to and reports to work subsequent to their regular shift which shall count as hours worked for the determination of overtime in a pay period.

I. Emergency Pay: Employees who are not scheduled to work but are called to work during a City-declared emergency will be paid at a rate of time and one-half during the declaration.

J. Skill and Special Operation Stipends: The Employer will continue to qualify personnel for stipends using the current practice and it shall continue to pay stipends at the current rates:

1. Open Water Diver: \$100
2. Rescue Diver: \$100
3. Diver Master: \$100
4. Confine Space: \$100
5. Trench Rescue: \$100
6. Rope Rescue: \$100
7. Haz Mat Tec: \$100
8. Field Training Officer: \$250
9. Preceptor: \$250
10. MICRB Instructor: \$250
11. Acting Team Leaders: \$250
12. Marine Unit Pilots: \$250

The number of personnel who may be awarded any given stipend shall not be reduced.

ARTICLE 22: PROTECTION AGAINST LIABILITY

Legal Counsel shall be provided in any civil case when the plaintiff alleges that an Employee should be held liable for acts alleged to be within the scope of his employment and/or his official capacity. Subject to the approval of the Employer and provided the Employee cooperates in the defense, indemnification for compensatory damages will also be provided to any Employee of the unit for actions arising out of the scope of his/her employment. The decision as to indemnification as to punitive damages shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.

ARTICLE 23: DISCIPLINE AND DISCHARGE

A. Generally. The Employer shall discipline and discharge non-probationary Employees only for just cause. The Employer has the right to discipline or discharge Employees who are on probation for any reason in its discretion. Discipline shall adhere to the principles of progressive discipline, including the Employer's right to impose higher levels of discipline based on the nature or severity of the conduct. The practice of requiring citizen complaints to be in writing shall be continued.

B. Probation. An Employee shall be considered to be probationary for the first six (6) calendar months of their employment in the bargaining unit. This probationary period may be extended by agreement between the Union and the Employer, and it shall not include periods in which the Employee is not present for work for 30 or more consecutive days.

C. Notice of Interview. Employees who are the subject of an investigation shall be notified as provided in SOP 140-02.

D. Representation at an Interview. All employees shall have the right to be accompanied by a Union representative or agent to any interview that the employee reasonably believes could result in discipline. A Union representative's time spent in such interviews shall not be charged to Union Leave.

E. Prompt Discipline. The Employer shall issue discipline within thirty (30) calendar days of the conduct giving rise to the discipline or within thirty (30) days of when the Employer reasonably should have known of the conduct, provided that this period may be extended by the Employer one additional thirty day period (30) after providing notice to the Union. In exceptional circumstances, the Employer may request an additional extension beyond the second thirty (30) day period, which shall not be unreasonably denied.

F. Issuance of Discipline. The Employer will issue discipline (that is beyond an oral reprimand) in writing. The writing will summarize the conduct, the rule violated, and the penalty imposed. If the penalty is a written reprimand, suspension, demotion, loss of leave, or termination, it will be sent to the Employee and the Union by email.

G. Pre-Termination Hearing. No Employee, except a probationary Employee, shall suffer a termination without a hearing conducted by the Employer. This hearing shall not be considered part of the grievance procedure; it shall be conducted in accordance with legal requirements. Upon reasonably timely request, the Union shall be entitled to copies of documents reasonably related to the matter prior to the hearing. At the hearing, the Employee shall have the right to be accompanied and represented by the Union and/or the employee's legal counsel (at no cost to the Employer).

H. Removal. A written warning may not be used for purposes of progressive discipline after two years provided the employee does not incur another warning or like discipline during that period.

I. Grievances concerning discipline or discharge of an Employee shall be subject to the grievance procedure set forth in the Employee Handbook.

ARTICLE 24: PERSONAL PRONOUNS

This Agreement generally utilizes non-gendered pronouns such as "their." Where this Agreement occasionally utilizes the masculine form of the third person pronoun, such pronoun shall refer to both male and female Employees.

ARTICLE 25: SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 26: DURATION

A. Subject to ratification by the Union and by the City Council pursuant to Section 2.25.160 of the Labor Code, this Agreement shall become effective on July 1, 2024 and remain in full force and effect through June 30, 2026.

B. The parties shall reopen this Agreement pursuant to the schedule set forth in § 2.25.140 of the City Labor Code for the purpose of negotiating over wages for Fiscal Year 2026. All other terms and conditions of this Agreement shall remain in full force and effect during any such reopener throughout the duration of this Agreement.

C. Thereafter, this Agreement shall automatically be extended from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by electronic mail (for the City: to the City Administrator and Mayor; for the Union: to its President) no later than September 1 of the year preceding the date of termination.

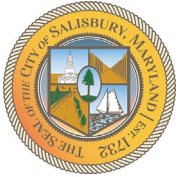

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of June 2024.

[INSERT SIGNATURE BLOCK]

APPENDIX A

	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Probationary FF/EMT	1	41,403	42,231	43,075	43,937	44,816	45,712	46,626	47,559	48,510																						
Probationary FF/PM	1P	47,365	48,312	49,278	50,264	51,269	52,294	53,340	54,407	55,495																						
FF/EMT 1	2	43,473	44,342	45,229	46,134	47,057	47,998	48,958	49,937	50,936	51,954	52,993	54,053	55,134	56,237	57,362	58,509	59,679	60,873	62,090	63,332	64,599	65,891	67,208	68,552	69,924	71,322	72,748	74,203	75,687	77,201	
FF/PM 1	2P	49,733	50,728	51,742	52,777	53,833	54,909	56,007	57,128	58,270	59,435	60,624	61,837	63,073	64,335	65,622	66,934	68,273	69,638	71,031	72,452	73,901	75,379	76,886	78,424	79,992	81,592	83,224	84,889	86,586	88,318	
Driver/EMT	3	44,777	45,673	46,586	47,518	48,468	49,438	50,426	51,435	52,464	53,513	54,583	55,675	56,788	57,924	59,082	60,264	61,469	62,699	63,953	65,232	66,536	67,867	69,225	70,609	72,021	73,462	74,931	76,430	77,958	79,517	
Driver/PM	3P	51,225	52,249	53,294	54,360	55,448	56,556	57,688	58,841	60,018	61,219	62,443	63,692	64,966	66,265	67,590	68,942	70,321	71,727	73,162	74,625	76,118	77,640	79,193	80,777	82,392	84,040	85,721	87,435	89,184	90,968	
Sergeant	4	47,016	47,956	48,915	49,894	50,892	51,909	52,948	54,007	55,087	56,188	57,312	58,458	59,628	60,820	62,037	63,277	64,543	65,834	67,150	68,493	69,863	71,261	72,686	74,140	75,622	77,135	78,677	80,251	81,856	83,493	
Sergeant	4P	53,786	54,862	55,959	57,078	58,220	59,384	60,572	61,783	63,019	64,279	65,565	66,876	68,214	69,578	70,970	72,389	73,837	75,314	76,820	78,356	79,923	81,522	83,152	84,815	86,512	88,242	90,007	91,807	93,643	95,516	
Lieutenant/ Deputy Fire Marshall	5	57,013	58,154	59,317	60,503	61,713	62,947	64,206	65,490	66,800	68,136	69,499	70,889	72,307	73,753	75,228	76,732	78,267	79,832	81,429	83,058	84,719	86,413	88,142	89,904	91,702	93,536	95,407	97,315	99,262	101,247	
Captain	6	60,548	61,759	62,994	64,254	65,539	66,850	68,187	69,551	70,942	72,361	73,808	75,284	76,790	78,326	79,892	81,490	83,120	84,782	86,478	88,207	89,971	91,771	93,606	95,478	97,388	99,336	101,322	103,349	105,416	107,524	
Assistant Chief	7	64,181	65,465	66,774	68,109	69,472	70,861	72,278	73,724	75,198	76,702	78,236	79,801	81,397	83,025	84,686	86,379	88,107	89,869	91,666	93,500	95,370	97,277	99,223	101,207	103,231	105,296	107,402	109,550	111,741	113,976	
Deputy Chief	8	68,032	69,393	70,780	72,196	73,640	75,113	76,615	78,147	79,710	81,304	82,931	84,589	86,281	88,007	89,767	91,562	93,393	95,261	97,166	99,110	101,092	103,114	105,176	107,280	109,425	111,614	113,846	116,123	118,445	120,814	
Chief	9	72,114	73,556	75,027	76,528	78,058	79,620	81,212	82,836	84,493	86,183	87,906	89,665	91,458	93,287	95,153	97,056	98,997	100,977	102,996	105,056	107,157	109,301	111,487	113,716	115,991	118,310	120,677	123,090	125,552	128,063	

APPENDIX B

	City of Salisbury Fire Department Policies and Procedures Manual Standard Operating Guidelines	
SOP: 140-01		Effective 21 August 2016
Subject: Action Review and Apparatus Damage		Revised: 12 April 2021
Section: Administration		Category: Investigations
Issued by: John W. Tull, Chief of the Department		

Purpose: To establish a guideline for the proper documentation of accidents and property damage involving department vehicles in order to streamline reporting and reduce liability to the department. This document shall include recommendations for Drug/Alcohol testing (Post Incident) and a schedule of disciplinary actions which may be taken.

Policy:

- I. The “On Duty” Assistant Chief shall be notified of any incident involving a department vehicle or property of the department. This shall be inclusive of personal injury involving members or civilians on department property or involved in department functions.

- II. The appropriate police agency shall be notified and an MPO Drug/Alcohol Screen (Post Incident) conducted for any motor vehicle collision or property damage accidents involving Department vehicles for all Category B and higher. A police report shall be completed and included (if available) with the reporting documents of the incident. An exchange of information form must be obtained, while on the scene, from the police agency. The “On Duty” Assistant Chief or designee shall contact the Department’s current Drug/Alcohol (Post Incident) provider to advise them of the situation. The MPO involved shall remain in a “Chain of Custody” with the “On Duty” Assistant Chief or designee until Drug/Alcohol (Post Incident) testing is completed.
 - A. The “On Duty” Assistant Chief may use their discretion on the involvement of a police agency and Drug/Alcohol (Post Incident) when the incident only involves Salisbury Fire Department property with no person(s) injured, and there is no belief of drug or alcohol involvement.
 - B. In addition, the “On Duty” Assistant Chief may use his/her discretion in requesting a police agency and MPO Drug/Alcohol Screening for Category A incidents. In these cases, the “On Duty” Assistant Chief shall make contact with property owners for exchange of information.
 - C. If at any time the “On Duty” Assistant Chief is in doubt, he/she shall request the proper police agency and complete the Drug /Alcohol Screening (Post Incident).

- III. The following forms are required to be completed:
 - A. Equipment damage report
 - B. Accident Witness Report(s) (SFD Form)
 - C. Vehicle Accident Report (SFD Form)
 - D. Vehicle Accident Report (LGIT Form)
 - E. Any photos which depict the incident accurately, making sure pictures are taken of the entire vehicle and not just the damaged area.
 - F. Drug/Alcohol test results (if conducted)
 - G. Exchange of Information Form (Obtained from the Police Agency on the scene.)

- IV. The “On Duty” Assistant Chief shall immediately email the City of Salisbury Safety Director and the SFD Office Manager, letting them know an incident has occurred and that the paperwork will be submitted in a timely fashion. All reports shall be clearly written or typed. One complete packet shall be turned in to the SFD Office Manager for distribution.

- V. Categories of Violations
 - A. **Category “A”**
 - 1. An accident supporting circumstances which can be characterized by no fault on the part of the driver, or where actions were reasonable in light of a serious emergency situation.
 - a. Examples are:
 - i. Equipment failure – not driver related
 - ii. Other driver at fault
 - iii. City vehicle properly parked – other driver at fault
 - iv. Accident involving an animal and Department vehicle.
 - v. No driver error determined
 - vi. Extreme inclement weather where all proper precautions were taken by driver.
 - b. Minor Damage which may include dings, dents, small scratches or a broken lens for the marker or light assemblies. This may also include similar damage to property such as poles, trees, mailboxes, vehicles and buildings. Damage is usually less than \$500.
 - 2. Discipline Range:
 - a. First category “A” infraction
 - i. A minimum of an oral counseling shall be generated for all responsible parties involved if incident found to be avoidable by the ARB.
 - ii. A written reprimand can be issued for the infraction if the circumstances dictate the need.

- b. Second category “A” infraction within a six-month period of the first
 - i. A minimum of a written counseling shall be generated for all responsible parties involved if found to be avoidable by the ARB.
 - ii. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
 - iii. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
- c. Third category “A” infraction within a six-month period of second
 - i. A minimum of a written counseling shall be generated for all responsible parties involved if incident found avoidable by the ARB.
 - ii. A minimum loss of 12 hours of leave, suspension or termination may be applied.
 - iii. A minimum suspension of 15 days or termination may be applied to volunteer members.
 - iv. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
 - v. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
- d. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services when applicable.

B. Category “B”

- 1. An accident supporting circumstances which can be characterized by carelessness on the part of the driver, but to a lesser degree than Category “C” accidents.
 - a. Examples are:
 - i. Improper braking
 - ii. Operation on unsafe terrain
 - iii. Right turn accident
 - iv. Equipment failure as a result of the driver’s lack of attention
 - v. Failure to properly secure equipment (doors, hoods, truck, gas hoses, etc.)
 - vi. Left turn – Failure to allow proper clearance
 - vii. Failure to allow proper overhead clearance

- viii. Failure to maintain control of the vehicle (roll back, foot slipping off brake, etc.)
 - ix. Failure to take timely evasive action due to driver inattentiveness, misjudgment, or misperception
 - x. Failure to maintain adequate clearance while maneuvering;
 - b. Moderate damage which may include wrinkled fenders, bumpers, and crumpled assemblies. This may also include similar damage to other vehicles, buildings, poles and personal property. Damage amounts would normally range from \$501 to \$3500 or higher.
2. Discipline Range:
- a. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the ARB .
 - b. The Company Officer and Assistant Chief shall review all documentation of any previous “at fault” Category A incidents within the previous two (2) years, which could be taken into account in determining discipline.
 - c. A minimum loss of 24 hours leave, suspension or termination may be applied to career members.
 - d. A minimum suspension of 30 days or termination may be applied to volunteer members.
 - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
 - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.

C. Category “C”

- 1. An accident supporting circumstances which are characterized more by inattentiveness and carelessness on the part of the driver than by the reckless conduct or flagrant violation of traffic laws.
 - a. Examples are:
 - i. Vehicle improperly parked – roll away, wheels not properly chocked, or not properly lighted
 - ii. Rear end collision – following too closely
 - iii. Improper passing
 - iv. Left turn – turning in front of oncoming vehicle – failure to yield right-of-way
 - v. Unsafe lane change – making contact with a vehicle or forcing a vehicle off the roadway:

- b. Significant to major damage which may involve personal injury or death of members or civilians. Damage amounts would range from \$3501 to a total loss.
2. Discipline Range:
- a. The operators driving status should be placed in review immediately following an incident in this category and he/she shall be placed on Administrative Duty or temporarily suspended (Volunteer) pending investigation. The review panel shall include the Accident Review Board, Deputy Chief of Operations, Deputy Chief of Volunteer Services, Station or Shift Assistant Chief and the Company Officer. The Review Panel shall meet within 72 hrs. of the incident.
 - b. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the Review Panel.
 - c. A minimum loss of 48 hours of leave, suspension or termination may be applied for career members.
 - d. A minimum suspension 60 days or termination may be applied for volunteer members.
 - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver's skill level.
 - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator's status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.

D. Category "D"

- 1. An accident supporting circumstances which may be characterized by the most serious and irresponsible actions of the driver.
 - a. Examples are:
 - i. Sleeping accident – fatigue related; driver negligent in obtaining sufficient rest to perform duties in a satisfactory manner
 - ii. Speeding – speed excessive for conditions
 - iii. Exceeding the limits of the driver's or vehicle's capabilities
 - iv. Reckless Driving – weaving in and out of traffic, cutting in too sharply in front of other traffic, etc.
 - v. Disregarding a traffic control device (without red lights and siren)
 - vi. D.W.I or D.U.I.;

- b. This category may include any significant or known damage which is not reported, failing to report an incident or damage to the Company Officer or “On Duty” Assistant Chief.
2. Discipline Range:
- a. The operators driving status should be placed in review immediately following an incident in this category and he/she shall be placed on Administrative Duty or temporary suspension (Volunteer) pending investigation. The review panel shall include the Accident Review Board, Deputy Chief of Operations, Deputy Chief of Volunteer Services, Station or Shift Assistant Chief and the Company Officer. The Review Panel shall meet within 72 hours of the incident.
 - b. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the Review Panel.
 - c. A minimum loss of 72 hours of leave, suspension or termination may be applied for career members
 - d. A minimum suspension 90 days or termination may be applied for volunteer members.
 - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
 - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.