

**RESOLUTION NO. 3353**

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

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

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

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

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

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

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

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

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

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

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

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 17<sup>th</sup> day of June, 2024 and is to become effective immediately upon adoption.

  
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

  
\_\_\_\_\_  
D'Shawn M. Doughty, City Council President

Approved by me, this 17 day of June, 2024.

  
\_\_\_\_\_  
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**

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## **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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

City of Salisbury

Fraternal Order of Police, Lodge 111

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# 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	74,615	76,425	78,271	80,149	82,055	84,000	86,000	88,080	90,218	92,424	94,700	97,045	99,460	101,945	104,500	107,135	109,850	112,645	115,520	118,475	121,500	124,600
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	72,845	74,615	76,425	78,271	80,149	82,055	84,000	86,000	88,080	90,218	92,424	94,700	97,045	99,460	101,945	104,500	107,135	109,850	112,645	115,520	118,475	121,500	124,600	127,774
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

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Nicholas Amendolagine



# 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