

**DELMAR, MARYLAND
DELMAR POLICE DEPARTMENT**

And

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 326**

DELMAR POLICE OFFICERS

**COLLECTIVE BARGAINING
AGREEMENT**

2021 - 2024

PARTIES TO THE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the Town of Delmar, Maryland, a municipal corporation of the State of Maryland, hereinafter referred to as the “Town” or as the “Employer,” and General Teamsters Local No. Union 326, affiliated with The International Brotherhood of Teamsters, 451 E. New Churchmans Road, New Castle, Delaware, hereinafter referred to as the “Union.”

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to achieve better understanding between the Town and the Employees (Union), to provide for the equitable adjustment of differences that arise, and to maintain compatible employment relations. The parties agree that this statement shall not constitute, or otherwise be used for the basis of a grievance or other claims

ARTICLE 1

RECOGNITION

1.1 The Town recognizes and acknowledges the Union as the exclusive bargaining representative for fulltime employees in the classification of Police Officer. The bargaining unit covered hereunder shall be as follows:

1.2 **INCLUDED:** Fulltime Town Police Officers below the rank of Lieutenant.

EXCLUDED: The Chief of Police, Lieutenant, confidential employees, managerial employees, all clerical, technical and professional employees, Administrators, employees excluded by applicable law, and all other employees of the Town.

1.3 **DEFINITIONS:**

“Agreement” refers to this collective bargaining agreement.

“Chief” refers to the Chief of the Town’s Police Department, or designee.

“Employee” refers to employees covered by this Agreement.

“Union” refers to Teamsters Local Union No. 326.

“Town Manager” refers to the Town of Delmar, Maryland Town Manager, or designee.

“Town Policy” refers to the “Town of Delmar Personnel Policies.” Town Policies may be revised, amended, or revoked by the Town.

“The Town” refers to the Town of Delmar, Maryland.

“The Department” refers to the Town of Delmar Police Department.

“Days” means business days, unless otherwise specified.

“Notified” — Unless otherwise specified in this Agreement, notice is to be given to the Union by email to the Union Steward and emailed to Local 326’s Union office. All notices to the Town shall mean delivery by email and addressed to the Town Manager.

1.4 **MANAGEMENT RIGHTS**

Notwithstanding any other provision in this Agreement, it is the exclusive right of the Town to determine the amount of funds it will allocate to its Police Department and to each of its other departments and governmental activities, to determine the mission of its public safety and law enforcement department, to set standards of service to be offered to the public, and to exercise control and direction over its organization and operations, including the right to determine shifts, hours of work and the number of employees on each such shift, or to subcontract work or use volunteers. It is also the right of the Town to direct its employees, to hire, promote, transfer, or assign employees, or to retain employees in positions within the Police Department and, in that regard, to establish work rules. The Town also retains the right to suspend, demote, discharge or take any other disciplinary action against its employees for any reason, not inconsistent with law, and in the case of sworn police officers, subject to the provisions of the law enforcement officers bill of rights or any amendment or successor thereto, or to relieve it employees from duty in the event of lack of funds, or for other legitimate reasons.

1.7 **UNION MEMBERSHIP**

1.7.1 All employees who are members of the Union shall pay to the Union the Union’s regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence 31 days following the effective date or the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start 31 days following the date of employment.

1.7.2 Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

1.7.3 The Town agrees to deduct, upon written authorization of the employee, in equal amounts from the regular pay of such employee-members of the Union, the dues, initiation fees and/or uniform assessments of the Union, and agrees to remit to the Union all such deductions on a monthly basis.

1.7.4 The Town agrees to deduct, upon written authorization of the employee, in equal amounts from the regular pay of such employee non-members of the Union, an amount equal to

the regular and usual dues paid by the members. The Town agrees to remit to the Union all such deductions on a monthly basis. Such deductions are not compulsory, and may not be a condition of employment.

1.7.5 The Union shall indemnify and hold the Town, its employees, officials and officers, harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the Town for the purpose of complying with any of the provisions of this Agreement regarding Union Recognition, Union Membership, or the deduction and remittance of Union dues, fees or assessments.

1.7.6 The Town will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

1.8 APPLICABLE LAW

No provision of this Agreement shall apply to the extent that it may be prohibited by applicable State or Federal Law. If under applicable State or Federal Law, additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

1.9 NO VIOLATION OF LAW

Nothing contained in this Agreement shall be construed to require the Town to violate any applicable law.

1.10 SAVINGS CLAUSE

If any provision of this Agreement is invalid under applicable State or Federal law, such provision shall be modified to comply with the requirements of the law, or shall be renegotiated for the purpose of adequate replacement.

1.11 PROBATIONARY EMPLOYEES

1.11.1 Employees who are not certified on the date of hire, shall be subject to a probationary period of 18 months from the date of certification. Employees who are certified on the date of hire shall be subject to a probationary period of 18 months from the date of hire, unless such an employee has at least 1 year of experience with another Department in which case the employee shall be subject to a probationary period of 12 months. For purposes of this Agreement, "certification" means the date of certification from the Delaware Council on Police Training and the Maryland Police Training and Standards Commission bestowing the power of arrest.

1.11.2 During the probationary period, an employee may be dismissed from employment for reasons of performance, without causing a violation of this Agreement or providing rights

under the grievance procedure. Disciplinary cases shall be subject to the Law Enforcement Officer's Bill of Rights.

ARTICLE 2
NON-DISCRIMINATION

2.1 The parties agree that they will not discriminate against employees in the application of the terms of this Agreement because of race, color, sex, national origin, religion, marital status, disability, age, genetic information, gender identity, or sexual orientation.

2.2 There shall be no discrimination, interference, restraint, or coercion by the Town, the Union or its members based on an employee's membership or non-membership in the Union.

ARTICLE 3
GENDER

3.1 Use of the pronouns "he" or "she" in this Agreement shall refer to persons of either sex as may be appropriate, and the parties otherwise agree that the use of any pronoun is not meant to deny or ascribe gender identity to any person.

ARTICLE 4
BULLETIN BOARD/MEETING ROOM

4.1 The Town shall provide the Union a glass enclosed bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union Business. No material shall be posted that is derogatory or demeaning to the Town, its employees, the Mayor, the Department or the Chief, the Town Commissioners, or other Town officials. If any such materials are placed in the bulletin board they shall be immediately removed. Repeated violations shall warrant removal of the bulletin board.

ARTICLE 5
RULES & REGULATIONS

5.1 The Union shall be furnished a copy of all current and subsequently amended written codes, rules, regulations, policies, procedures, and directives pertaining to employer-employee relations and distributed to employees.

ARTICLE 6
WORK STOPPAGE

6.1 The Union and employees recognize and will adhere to the Town's Labor Code and

applicable law which prohibit strikes, work stoppages, slowdowns or other concerted job actions interfering with the provision of services to the citizens of the Town.

6.2 No employee, while on duty, shall fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

6.3 The Town will not engage in, initiate or direct a lockout of employees.

ARTICLE 7 EMPLOYEE RECORDS

7.1 The Town shall consider the personnel records of employees confidential, and access shall be limited to authorized Town employees, officials or representatives.

7.2 Information in an employee's personnel file may be released to persons other than Town employees, officials or representatives with the employee's written release, or if the Town is required to release information under State or Federal Law or regulations. If the Town believes it is required to release information, it will provide the affected employee written notice of its intent to release such information, and its justification for releasing the information. This notification shall be provided at least 5 days prior to disclosing the information when practicable.

7.3.1 The Town will maintain a master personnel file, which will be located in a secure location designated by the Chief or the Town Manager. Such master file may have component parts that may be maintained separately, such as healthcare, payroll and benefit information.

7.4 No document adverse to an employee may be placed in the employee's personnel file unless the employee is provided a copy of such document and given the opportunity to sign, acknowledging receipt of the copy. The signing of such notice will not constitute an admission of the alleged violation.

7.5 An employee may submit written comments on any document placed in the employee's personnel file. Such comments will be placed in the employee's personnel file if the comments are submitted within 30 days of the date the employee receives a copy of the document, which is the subject of the employee's comments.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Employees shall follow all written and oral orders given by superiors, provided however, that such orders are not illegal. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

8.2.1 "Grievance" means any unresolved question or dispute concerning the interpretation and application of this Agreement. Performance evaluations shall only be the subject of a grievance if the allegation is that the performance evaluation has no basis in fact, was arbitrary or was in retaliation against the employee because of an otherwise appropriate act of the employee.

8.2.2 A grievance may be filed by an individual employee, group of employees, or the Union.

8.2.3 All time limitations may only be extended by mutual agreement between the Town and the Union. If an employee or the Union fails to request or advance a grievance within the specified time limits, the grievance shall be considered as settled and resolved on the basis of the initial action or last preceding grievance step. If the Town fails to comply with a specified time limit, the grievance may be advanced to the next step. Defaults with time limits establish no precedent on the merits of the claim.

8.3 Grievances shall be processed in the following manner and in accordance with the following stated time limits:

8.3.1 If an informal discussion with the employee's immediate supervisor does not result in a satisfactory resolution of the grievance, the employee(s) or Union may, within 10 days after the employee(s) or Union should have reasonably become aware of the circumstances giving rise to the grievance, submit a written grievance to the immediate supervisor. The grievance shall be signed by the employee(s) or by the Union Steward and shall state: a) the date of the alleged event(s) which give rise to the grievance; b) the specific provisions of the Agreement allegedly violated; c) the facts pertaining to the grievance; and, d) the remedy requested. Employees shall be free from reprisal in their presentation of their grievances. It shall be the responsibility of the immediate supervisor to investigate and seek a solution to the problem. The immediate supervisor shall discuss the grievance with the employee, and job steward if involved, and other people who have knowledge of the facts, and shall recommend a solution. Upon receiving the grievance the immediate supervisor shall make a determination in writing within 15 days.

8.4 **SECOND STEP.** If the Union is not satisfied with the immediate supervisor's determination, the Union shall then request a meeting with the Chief within 10 days from the receipt of the determination. The Chief shall investigate the grievance and discuss the grievance with the concerned parties. This shall be done within 10 days of the Chief's receipt of the grievance. After investigating the problem, the Chief shall advise the parties of his or her decision in writing within 10 days. If the Chief is the employee's immediate supervisor, the grievance shall skip the Second Step and proceed to the Third Step.

8.5 **THIRD STEP.** If the Union is not satisfied with the Chief's determination, the Union shall then request a meeting with the Town Manager within 10 days from the receipt of the determination. The Town Manager shall investigate the grievance

and discuss the grievance or complaint with the concerned parties. This shall be done within 10 days of the Town Manager's receipt of the grievance. After investigating the problem, the Town Manager shall advise the parties of his or her decision in writing within 10 days.

- 8.6 **FOURTH STEP - ARBITRATION.** If the decision of the Town Manager as to a grievance is not satisfactory to the Union, the Union may submit the grievance to the American Arbitration Association ("AAA") under the then current Labor Arbitration Rules, with a copy of the submission to the Town Manager, within 10 days of the Union's receipt of the Town Manager's decision.
- 8.6.1 The arbitrator shall be selected from the membership of the AAA by mutual agreement of the Town and the Union. In the event the parties cannot agree on a selection within twenty (20) days after the parties' receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the AAA.
- 8.6.2 The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- 8.6.3 The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The power and authority of the arbitrator shall be strictly limited to the determination and interpretation of the terms of this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, or to make any decision contrary to or inconsistent with any of the terms of this Agreement, or to establish or change any wage term or rate of pay in this Agreement.
- 8.6.4 The costs for the services of the arbitrator, including per diem expenses, if any, travel expenses, and the AAA's administrative fees, shall be borne equally by the parties. If either party desires a verbatim record of the arbitration proceeding, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.
- 8.6.5 The final resolution of any grievance resulting in retroactive adjustment, including back wages, shall be limited to a 30-day period prior to the date of the filing of a written grievance at Step One (Section 8.3.1) unless mutually agreed otherwise in writing by the parties.
- 8.7 It is agreed with respect to this grievance procedure that:
- 8.7.1 It is the intent of the parties that a grievance must be raised at the earliest possible time. In order to be considered, a grievance must be submitted in a timely manner by the employee(s) or Union.

- 8.7.2 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps, including the informal discussion, provided in this procedure, whether the grievant or person filing the complaint is an individual employee or the Union. However, employees have the right to decline Union representation, and, if electing to decline Union representation, must notify the Town and the Union in writing of such election.
- 8.8 An employee(s) who files a grievance shall be allowed to attend all grievance meetings at which the grievance is being heard without loss of time or benefits, if the hearings are conducted during the employee's regularly scheduled work shift.
- 8.9 The Town shall have the right to submit directly to arbitration those issues which may prevent, halt or remedy what is alleged to be a violation or breach of this Agreement. The Town shall inform the Union of such action by first submitting a request for resolution in writing to the Union, identifying the relevant issue(s) to be resolved. If the Union does not respond to the Town's notice within 15 days, or otherwise does not remedy to the Town's satisfaction the issue(s) identified by the Town within 15 days of the Town's notice, the Town may proceed with submitting the issue(s) to arbitration.

ARTICLE 9 PROMOTIONAL PROCESS

9.1 The Town's Promotional Process is set forth in the Department's Standard Operating Procedures and Directives Manual, which may be managed and amended at the Chief's discretion with notice to the employees.

ARTICLE 10 SENIORITY

10.1 As used in this Agreement, the term "seniority" shall mean an employee's length of continuous service with the Department. No employee shall acquire seniority until completing the probationary period. Upon completion of the probationary period, an employee shall accrue seniority from the most recent date of hire.

10.2 If an employee accepts a promotion or transfer to a non-bargaining unit position (within the Town), the employee's seniority shall cease to accrue upon the employee's last day of work in the vacated bargaining unit position. If the employee subsequently returns to a bargaining unit position, the employee's seniority shall again commence on the first day the employee returns to the bargaining unit. No employee shall gain seniority in the bargaining unit while working in a position for the Town, outside of the bargaining unit. If an employee leaves a bargaining unit position for employment other than with the Town, or for any other voluntary reason, seniority

shall immediately cease to accrue upon the employee's separation, but accrued seniority shall be retained for up to 12 months after the date of separation. If an employee is involuntarily separated from a bargaining unit position, seniority shall immediately cease to accrue and all accrued seniority is forfeit.

10.3 Seniority will continue to accrue during all types of leave except for leaves of absence without pay for 120 consecutive calendar days or more, which shall cause the employee's seniority date to be adjusted for an equivalent amount of time. Leave of Absence without pay for periods of less than 120 consecutive calendar days shall not cause the seniority date to be adjusted. Seniority does not accrue during periods of suspension, whether paid or unpaid.

10.4 Seniority shall be used for the following:

- A. Layoff or Recall
- B. Reductions in Rank (qualifications and the Department's needs shall be considered)
- C. Vacation
- D. Transfers (may be considered; per Article 13)
- E. Extra Duty Assignments
- F. Shift Assignment (may be considered)
- G. Overtime (may be considered)

10.5 The Town shall maintain and furnish the Union with a seniority roster.

10.6 The Chief, in his discretion, shall determine whether reductions in rank and/or layoffs are necessary. The Town shall give an employee at least a 14-day notice prior to the effective date of any layoff. A copy of any notice of layoff shall be sent to the Union.

10.7 Recall

Employees who have been laid off shall have recall rights for 12 months from the date of their layoff, in the inverse order of the layoff. An employee who is recalled to work shall have the recall notice sent to the employee's last known address by certified mail, and shall return to work within fourteen (14) days of confirmed delivery of the notification, or the employee will forfeit the right of recall and any retained seniority.

ARTICLE 11 ADDITIONAL DUTY ASSIGNMENTS

11.1 The Chief may modify the duties of any Officer or rank within the Department as long as it is not discriminatory or retaliatory in nature.

**ARTICLE 12
SHIFTS**

12.1 Shifts, patrol shift hours, tours, hours of work and work schedules shall be as established by the Chief of Police, which may be changed at the Chief's discretion.

**ARTICLE 13
TRANSFERS**

13.1 When necessary to temporarily transfer employees between shifts for emergency operational purposes, such transfers shall be considered work assignments, and are within the Town's discretion and prerogatives. Seniority may be considered when making such transfers, at the Chief's discretion.

**ARTICLE 14
UNION ACTIVITIES**

14.1 Employees shall have the right to join in, or refuse to join in, Union activities without interference, intimidation or coercion by either the Town or the Union. Further, employees shall enjoy all other rights and privileges as outlined in this Agreement.

14.2 Nothing contained in this Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate supervisor or any other departmental official without the intervention of the Union. Any resolution that is in conflict with this Agreement must be submitted and agreed to by the Union. Any resolution accepted by an employee shall not set a precedent for the settlement of any other dispute by the same or other employees.

14.3 JOB STEWARDS

14.3.1 There shall be 1 Steward and 1 Alternate Steward.

14.3.2 The Town recognizes the right of the Union to designate one employee to act as Job Steward, and an employee to act as an Alternate Job Steward. The Union will advise the Town in writing of the names of the Job Steward and Alternate Job Steward by filing such a list with the Chief prior to the Job Steward and Alternate Job Steward assuming duties. The term "Job Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings, and other employee representation as outlined in this Agreement. The Alternate Job Steward shall act as the Job Steward when the Job Steward is absent or unavailable.

14.4 Job Stewards may investigate or process grievances during work time only with the permission of the Chief. The Job Steward granted such time will in no way interfere with the operation of the Department.

14.5 Stewards who investigate grievances during work time shall not use excessive time in doing so. Nor shall they make unreasonable requests for the time of other employees while these employees are on duty.

14.6 The Town shall make available time off from work with pay for the Job Steward or the Alternate Job Steward designated by the Union's President to take part in the following activities:

1. Contract Negotiations (1 Steward)
2. Grievance Proceedings at Step 2 and Step 3 of the grievance process, if requested.
3. Disciplinary Procedures, involving departmental investigation or announcement of discipline if requested.

For the proceedings identified in this Section, the Job Steward shall be released from duty by the Chief. If the designated Steward is unable to attend for any reason, the Alternate Steward may be released during the required time. Under no circumstances shall the Town be obligated to compensate the Job Steward or Alternate Job Steward for any of the activities described in Article 14 if the Job Steward or Alternate Job Steward engage in such activities at a time when they are not scheduled to work. The Town shall not be forced to incur any overtime or other premium pay expenditure in connection with the release of the Job Steward, Alternate Steward, or any other member or employee. If released during their scheduled working hours, the Town will pay for the Job Steward's or the Alternate Steward's attendance at contract negotiations, for up to three (3) hours at the employee's regular hourly rate, for the period that the Union is meeting with the Town.

14.7 With notice to the Town Manager and the Chief of Police, a representative of the Union shall have reasonable access to the Department's premises for the purpose of conferring with the Town and with Stewards. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the Department.

ARTICLE 15 UNIFORMS AND EQUIPMENT

15.1 Eligibility

The Town shall provide uniforms for employees.

15.2 Employee Responsibility

The employee is responsible for the uniform. Therefore, the cost of avoidable damage or loss of uniforms due to improper care shall be paid by the employee. An employee shall wear his

or her uniform properly, shall not allow them to be worn by other individuals, and will wear them only during working hours, or to and from work, or with the approval of the Chief. Upon separation from employment, the employee shall return his or her uniform to the Town.

The Town will provide and clean the uniforms of employees at no cost to the employee, and will cover the cost of dry cleaning business attire and suits that are used for court appearances, commensurate with such use. The Town will also pay for uniform maintenance, consistent with the employees' responsibilities regarding avoidable damage, loss and improper care.

ARTICLE 16 MILITARY LEAVE

16.1 The Town shall follow applicable law regarding military leave.

ARTICLE 17

17.1 Employees shall follow the Town policy for sick leave. Upon separation, the employee will be paid for all accrued sick time up to 200 hours, after not less than 20 years of service. The rate of pay for these hours will be one half (1/2) the normal hourly rate.

ARTICLE 18 HOLIDAY PAY

18.1 The employees will recognize the holidays that are listed in the Town policy. If the Town observes the holiday for other Town employees on an alternate day, the covered employees will still observe the holiday on the day listed on the calendar.

18.2 Any employee working on the holiday shall be paid at one and one-half (1 ½) their regular hourly rate for all hours worked during that day, and will also receive eight (8) hours' pay at their regular hourly rate. Employees who do not work on the holiday will receive their normal pay for the day.

ARTICLE 19 JURY SERVICE

19.1 Eligibility

Any employee covered by this Agreement who is called for jury duty in any civil or criminal legal proceeding shall receive leave with pay for the period of their service as a juror. Such leave shall be administered in accordance with Department or Town policy.

19.2 Reporting to work

Fulltime employees shall be expected to report to work when they are not serving as a juror, or if the case is settled, or the employee is not selected to serve. The employee may be required to provide the supervisor with proof of service as a juror. In unusual cases, the Town may request that an individual be excused or deferred from jury duty for a particular period of time.

19.3 Notification

Each employee who is summoned for jury duty shall notify their supervisor as soon as is reasonably possible so that arrangements can be made to cover the job assignments.

19.4 An employee who is called as a witness in a civil trial as part of their duties as an Officer shall be compensated at the appropriate hourly rate, and shall comply with all notice and reporting requirements.

ARTICLE 20 TRAVEL

20.1 Personal vehicles shall be used for the performance of an employee's duties only with the Chief's approval. If an employee is approved to use their personal vehicle for the performance of their duties (other than commuting to and from work), the employee shall be reimbursed for mileage at the rate established by Town Policy.

ARTICLE 21 EDUCATIONAL ASSISTANCE

21.1 The current Town Policy regarding educational assistance shall remain in effect for the life of this Agreement.

ARTICLE 22 UNEMPLOYMENT COMPENSATION INSURANCE

22.1 All employees shall be covered by Unemployment Insurance as prescribed by law.

ARTICLE 23 WORKER'S COMPENSATION

23.1 All employees shall be covered by a Workers' Compensation program, as prescribed by law.

**ARTICLE 24
MAINTENANCE OF STANDARDS**

24.1 The Town agrees that all conditions of employment relating to wages, hours of work, and mandatory subjects of bargaining shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, subject to the Town's reserved Managerial rights.

**ARTICLE 25
HEALTH INSURANCE**

25.1 Employees covered by this Agreement shall be eligible for the same health, dental and optical benefits provided to other Town employees, on the same terms and conditions. Employees will also be provided with a life insurance benefit.

**ARTICLE 26
PENSIONS**

28.1 Employee/Town Contributions

The Town participates in the State of Delaware pension plan in which the employees and the Town provide contributions as defined by the State of Delaware.

28.2 Mandatory retirement shall be based on the rules and regulations of the State of Delaware Municipal Police and Firefighter retirement Plan

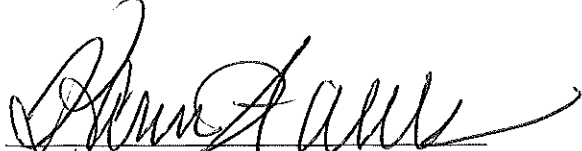
**ARTICLE 27
COMPENSATION**

27.1 The employee's annual salaries and hourly rates shall be as set forth in Appendix A to this Agreement.

**ARTICLE 29
DURATION**

This Agreement shall be in full force and effect from July 1, 2021, up to and including June 30, 2024, and shall continue from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least 90 days prior to the date of expiration.

FOR THE TOWN:


MAYOR, DELMAR, MARYLAND

Date: 10/25/21

FOR THE UNION:


SECRETARY/ TREASURER

Date: 10/25/2021

EXHIBIT A-1

Hourly Rates

Effective July 1, 2021 – June 30, 2024

Rank	Starting	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years
Recruit	\$ 22.12										
Patrolman	\$ 23.67	\$ 24.14	\$ 24.62	\$ 25.12	\$ 25.62	\$ 26.13	\$ 26.65	\$ 27.19	\$ 27.73	\$ 28.29	\$ 28.85
PFC	\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.37	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70	\$ 30.29
Corporal	\$ 26.84	\$ 27.38	\$ 27.92	\$ 28.48	\$ 29.05	\$ 29.63	\$ 30.23	\$ 30.83	\$ 31.45	\$ 32.08	\$ 32.72
Sergeant	\$ 28.18	\$ 28.75	\$ 29.32	\$ 29.91	\$ 30.51	\$ 31.12	\$ 31.74	\$ 32.37	\$ 33.02	\$ 33.68	\$ 34.35
Lieutenant	\$ 30.44	\$ 31.05	\$ 31.67	\$ 32.30	\$ 32.95	\$ 33.60	\$ 34.28	\$ 34.96	\$ 35.66	\$ 36.37	\$ 37.10

Rank	12 Years	13 Years	14 Years	15 Years	16 Years	17 Years	18 Years	19 Years	20 Years	21 Years	22 Years
Recruit											
Patrolman	\$ 29.43	\$ 30.02	\$ 30.62	\$ 31.23	\$ 31.85	\$ 32.49	\$ 33.14	\$ 33.80	\$ 34.48	\$ 35.17	\$ 35.87
PFC	\$ 30.90	\$ 31.52	\$ 32.15	\$ 32.79	\$ 33.45	\$ 34.12	\$ 34.80	\$ 35.49	\$ 36.20	\$ 36.93	\$ 37.67
Corporal	\$ 33.37	\$ 34.04	\$ 34.72	\$ 35.41	\$ 36.12	\$ 36.85	\$ 37.58	\$ 38.33	\$ 39.10	\$ 39.88	\$ 40.68
Sergeant	\$ 35.04	\$ 35.74	\$ 36.46	\$ 37.19	\$ 37.93	\$ 38.69	\$ 39.46	\$ 40.25	\$ 41.06	\$ 41.88	\$ 42.71
Lieutenant	\$ 37.84	\$ 38.60	\$ 39.37	\$ 40.16	\$ 40.96	\$ 41.78	\$ 42.62	\$ 43.47	\$ 44.34	\$ 45.23	\$ 46.13

Rank	23 years	24 Years	25 Years
Recruit			
Patrolman	\$ 36.59	\$ 37.32	\$ 38.07
PFC	\$ 38.42	\$ 39.19	\$ 39.97
Corporal	\$ 41.49	\$ 42.32	\$ 43.17
Sergeant	\$ 43.57	\$ 44.44	\$ 45.33
Lieutenant	\$ 47.05	\$ 48.00	\$ 48.96

EXHIBIT A-2

Annual Salaries

Effective July 1, 2021 – June 30, 2024

Rank	Starting	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Recruit	\$ 46,009.60								
Patrolman	\$ 49,230.27	\$ 50,214.88	\$ 51,219.17	\$ 52,243.56	\$ 53,288.43	\$ 54,354.20	\$ 55,441.28	\$ 56,550.11	\$ 57,681.11
PFC	\$ 51,691.79	\$ 52,725.62	\$ 53,780.13	\$ 54,855.74	\$ 55,952.85	\$ 57,071.91	\$ 58,213.35	\$ 59,377.61	\$ 60,565.17
Corporal	\$ 55,827.13	\$ 56,943.67	\$ 58,082.54	\$ 59,244.20	\$ 60,429.08	\$ 61,637.66	\$ 62,870.41	\$ 64,127.82	\$ 65,410.38
Sergeant	\$ 58,618.48	\$ 59,790.85	\$ 60,986.67	\$ 62,206.41	\$ 63,450.53	\$ 64,719.54	\$ 66,013.93	\$ 67,334.21	\$ 68,680.90
Lieutenant	\$ 63,307.96	\$ 64,574.12	\$ 65,865.61	\$ 67,182.92	\$ 68,526.58	\$ 69,897.11	\$ 71,295.05	\$ 72,720.95	\$ 74,175.37

Rank	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	17 Years	18 Years
Recruit									
Patrolman	\$ 58,834.73	\$ 60,011.43	\$ 61,211.66	\$ 62,435.89	\$ 63,684.61	\$ 64,958.30	\$ 66,257.46	\$ 67,582.61	\$ 68,934.27
PFC	\$ 61,776.47	\$ 63,012.00	\$ 64,272.24	\$ 65,557.68	\$ 66,868.84	\$ 68,206.21	\$ 69,570.34	\$ 70,961.74	\$ 72,380.98
Corporal	\$ 66,718.59	\$ 68,052.96	\$ 69,414.02	\$ 70,802.30	\$ 72,218.34	\$ 73,662.71	\$ 75,135.96	\$ 76,638.68	\$ 78,171.46
Sergeant	\$ 70,054.52	\$ 71,455.61	\$ 72,884.72	\$ 74,342.41	\$ 75,829.26	\$ 77,345.85	\$ 78,892.76	\$ 80,470.62	\$ 82,080.03
Lieutenant	\$ 75,658.88	\$ 77,172.05	\$ 78,715.50	\$ 80,289.81	\$ 81,895.60	\$ 83,533.51	\$ 85,204.18	\$ 86,908.27	\$ 88,646.43

Rank	19 Years	20 Years	21 Years	22 Years	23 Years	24 Years	25 Years
Recruit							
Patrolman	\$ 70,312.95	\$ 71,719.21	\$ 73,153.59	\$ 74,616.67	\$ 76,109.00	\$ 77,631.18	\$ 79,183.80
PFC	\$ 73,828.60	\$ 75,305.17	\$ 76,811.27	\$ 78,347.50	\$ 79,914.45	\$ 81,512.74	\$ 83,142.99
Corporal	\$ 79,734.89	\$ 81,329.58	\$ 82,956.18	\$ 84,615.30	\$ 86,307.61	\$ 88,033.76	\$ 89,794.43
Sergeant	\$ 83,721.63	\$ 85,396.06	\$ 87,103.98	\$ 88,846.06	\$ 90,622.99	\$ 92,435.45	\$ 94,284.15
Lieutenant	\$ 90,419.36	\$ 92,227.75	\$ 94,072.30	\$ 95,953.75	\$ 97,872.82	\$ 99,830.28	\$ 101,826.89

Recruit to Patrolman	7%
Patrolman to PFC	5%
PFC to Corporal	8%
Corporal to Sergeant	5%
Sergeant to Lieutenant	8%

Increase per Step 2%

* Step increases to occur annually. No COLA

**All New Recruits are required to sign a 5 Year Commitment.

Promotions: Once an officer moves up in rank, they drop down one to the next rank and back two steps.

† Pay scale and pay rate information for the Lieutenant position is included for information purposes only. The Lieutenant position is not part of the Delmar Police Officer bargaining unit.

MAYOR AND COMMISSIONERS OF DELMAR, MARYLAND

RESOLUTION NO. 2021-10-1

A RESOLUTION OF THE MAYOR AND COMMISSIONERS OF DELMAR TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT WITH GENERAL TEAMSTERS LOCAL NO. UNION 326, THE BARGAINING AGENT FOR THE DELMAR POLICE OFFICERS

WHEREAS, the Town of Delmar, Maryland's Charter permits employees of the Delmar Police Department to organize and collectively bargain; and

WHEREAS, the Mayor and Commissioners of Delmar have negotiated a Collective Bargaining Agreement with the representatives of the Delmar Police Officers; and

WHEREAS, at all times since the Delmar Maryland Charter was amended to permit the Delmar Police Department to organize and collectively bargain, the Towns of Delmar Maryland and Delmar Delaware have been parties to and operate under an agreement (herein "Unification Agreement") under which they have a unified municipal government consisting of one Town Manager for Delmar Maryland and Delmar Delaware and one set of municipal employees operating from one Town Hall located on Pennsylvania Avenue in Delmar Maryland; and

WHEREAS, Delmar Maryland and Delmar Delaware operate one unified police department with one Chief of Police and with officers trained and certified in both Maryland and Delaware. The officers are required to swear an oath of office to uphold the Constitution of the United States, the Constitutions of Maryland and Delaware, the state laws of Maryland and Delaware and laws of Delmar Maryland and Delmar Delaware; and

WHEREAS, pursuant to the terms of the Unification Agreement, Delmar Maryland funds sixty percent (60%) of the costs associated with the Delmar Police Department and Delmar Delaware is responsible for the remaining forty percent (40%) of the costs; and

WHEREAS, to date Delmar Delaware has not adopted a law that permits employees of its Police Department to organize and collectively bargain; and

WHEREAS, notwithstanding the fact that the Town of Delmar Delaware Charter does not authorize employees of the Police Department to organize and collectively bargain, the Town of Delmar Delaware has agreed to be bound by the Collective Bargaining Agreement negotiated by the Town of Delmar Maryland, and will fund and pay its portion of the costs associated with the Delmar Police Department under the terms of the said Unification Agreement and Collective Bargaining Agreement; and

WHEREAS, the Mayor and Commissioners of Delmar, by the adoption of this Resolution, do hereby adopt and accept the said Collective Bargaining Agreement attached hereto and made a part hereof, and authorize the Mayor of Delmar, Maryland to execute the Collective Bargaining Agreement on behalf of the Mayor and Commissioners of Delmar.

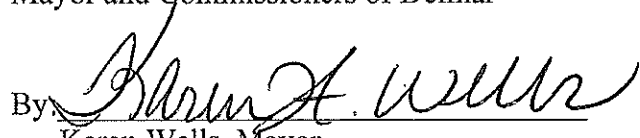
NOW, THEREFORE, BE IT RESOLVED, the Mayor and Commissioners of Delmar, Maryland, pursuant to the authority granted by the Delmar Charter, do hereby resolve and agree as follows:

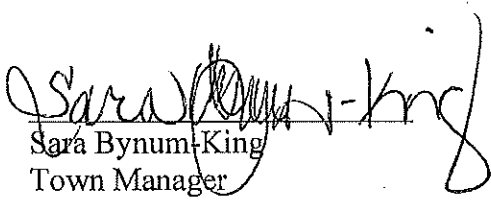
1. The Recitals above are not perfunctory, but rather substantive and are adopted and incorporated fully herein.
2. The Collective Bargaining Agreement attached hereto as Exhibit "A" is hereby approved and agreed upon and the Mayor is authorized to execute the Agreement.
3. That the date of adoption of the Resolution is October 25, 2021 and the Collective Bargaining Agreement shall become effective immediately upon execution by the Mayor.

The above Resolution was enacted and passed at a meeting of the Mayor and Commissioners of Delmar, Maryland on the 25th day of October, 2021.

Mayor and Commissioners of Delmar

By:


Karen Wells, Mayor


Sara Bynum-King
Town Manager