

**COUNTY COUNCIL OF CECIL COUNTY, MARYLAND  
LEGISLATIVE SESSION DAY 2021-18**

**RESOLUTION NO. 54-2021**

**Title of Resolution:** Approval – Agreement – Cecil County Fraternal Order of Police

**Synopsis:** A Resolution to approve the collective bargaining agreement between Cecil County and the Sheriff of Cecil County and the Cecil County Lodge 2, Fraternal Order of Police, Inc., to be effective July 1, 2021 to June 30, 2025.

**Introduced by:** Council President at the request of the County Executive

**Introduced and ordered posted on:** September 21, 2021

**Scheduled for consideration on:** October 5, 2021

By:   
Council Manager

Notice and title of Resolution having been posted by September 21, 2021 at the County Administration Building, 200 Chesapeake Blvd., Elkton and consideration by the Council having been scheduled on October 5, 2021.

By:   
Council Manager

**Explanation:** CAPITAL LETTERS INDICATE LANGUAGE ADDED TO EXISTING DOCUMENT  
~~Strike through~~ indicates language deleted from existing document  
Underlining indicates language added to document by amendment.  
~~Double Strike through~~ indicates language stricken from document by amendment.

Approval – Agreement – Cecil County Fraternal Order of Police

1           **WHEREAS**, pursuant to Section 70-5(A) of the Code of Cecil County, the Cecil County Council may  
2 enact an ordinance to authorize recognition of an exclusive representative by election or voluntary  
3 recognition through a check of authorization cards at the County’s option and provide a process for such  
4 authorization; and

5           **WHEREAS**, pursuant to Section 70-5(C) of the Code of Cecil County, the Council may allow  
6 collective bargaining between Cecil County and the exclusive representative of its employees concerning  
7 terms and conditions of employment, and a process to resolve disagreements concerning the  
8 interpretation of any agreement made between the exclusive representative and the County; and

9           **WHEREAS**, pursuant to Section 70-5(D-G) of the Code of Cecil County, the Council may set forth  
10 the subjects of collective bargaining and the rights reserved by the County from those subjects; time  
11 frames of collective bargaining process; rules of conduct for collective bargaining; and a process and  
12 remedies for violations of established rules; and

13           **WHEREAS**, an agreement between Cecil County, Maryland, and Sheriff of Cecil County, and Cecil  
14 County Lodge 2, Fraternal Order of Police, Inc., to be effective from July 1, 2021 to June 30, 2025, was  
15 approved and signed by all parties on September 16, 2021; and

16           **WHEREAS**, the Agreement between Cecil County, Maryland, and Sheriff of Cecil County, and Cecil  
17 County Lodge 2, Fraternal Order of Police, Inc., is attached as Appendix 1.

18           **NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY,**  
19 **MARYLAND**, that the Agreement between Cecil County, Maryland, and Sheriff of Cecil County, and Cecil  
20 County Lodge 2, Fraternal Order of Police, Inc., as agreed by all parties on September 16, 2021, is hereby  
21 approved to be effective between July 1, 2021 to June 30, 2025.

22           **AND, BE IT FURTHER RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, that  
23 this Resolution shall take effect on the date of its passage.

**INTRODUCED: September 21, 2021**

**ADOPTED: October 5, 2021**

ATTEST:

  
Council Manager

  
\_\_\_\_\_  
President of the Council

AGREEMENT  
BETWEEN

CECIL COUNTY, MARYLAND

AND

SHERIFF OF CECIL COUNTY

AND

CECIL COUNTY LODGE 2, FRATERNAL  
ORDER OF POLICE, INC.

EFFECTIVE:  
JULY 1, 2021- JUNE 30, 2025

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## **AGREEMENT**

THIS COLLECTIVE BARGAINING AGREEMENT ("Agreement") is by and between CECIL COUNTY, MARYLAND, and the SHERIFF OF CECIL COUNTY (hereinafter referred to as the "Employer") and the CECIL COUNTY LODGE 2, FRATERNAL ORDER *o.p* POLICE, INC. (hereinafter referred to as the "FOP" or "Union"). Whereas, the Employer and Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

### **ARTICLE 1** **RECOGNITION**

Pursuant to the provisions of the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4) and Code of Public Local Laws of Cecil County, Chapter A277, Personnel Policies and Procedures, § 3 ( the "collective bargaining laws"), the Employer recognizes the Cecil County Lodge No. 2, Fraternal Order of Police, Inc. as the sole and exclusive representative of all full-time sworn law enforcement Deputy Sheriffs in the Office of the Sheriff of Cecil County at the rank of Captain and below (herein referred to as "Employees" or "Employees in the bargaining unit"). Probationary Employees as defined in the Code of Maryland, Courts and Judicial Proceedings, §§ 2-309(i)(v) and (vi) shall be included in the bargaining unit. However during such probationary period, the Sheriff retains the right to discharge a Probationary Employee without cause **in** his discretion.

### **ARTICLE 2** **CHECK-OFF**

The Employer agrees to deduct FOP dues, when applicable, without cost to the FOP from the pay of any eligible Employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Cecil County Labor Code as set forth in this Agreement. All such monies withheld shall be transmitted to the FOP within fourteen (14)

days of said deduction. The Employer agrees to supply the FOP or its designee with a dues deduction computer printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name, workplace, annual salary, and amount deducted per pay period.

Said authorization shall be continued from year to year unless revoked in writing by the Employee thirty (30) days prior to the anniversary date of the authorization.

The FOP shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the FOP.

Pursuant to the Cecil County Labor Code, Chapter A277, Personnel Policies and Procedures Section 3, no other Labor Organization shall be entitled to check off dues from Employees covered by this Agreement.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

The Employer retains all of the rights and powers reserved to it in the Code of Maryland, Courts and Judicial Proceedings, §2-309(i)(4), and Code of Public Local Laws of Cecil County, Chapter A277, Personnel Policies and Procedures, §3.

### **ARTICLE 4** **GRIEVANCE AND ARBITRATION PROCEDURE**

A. This Article sets forth the grievance procedure which, pursuant to the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4)(v)(2), shall apply and be limited to all disputes concerning the application or interpretation of the terms of this Agreement or a claimed violation, misrepresentation or misapplication of the rules or regulations of Cecil County, Maryland or the Sheriff of Cecil County affecting the terms and conditions of employment. All

grievances shall be settled in the following manner:

Step 1:

The aggrieved Employee will submit his/her grievance within fourteen (14) calendar days of the actions being grieved or within fourteen (14) calendar days of the Employee having reasonable knowledge of the actions, on the approved grievance form to his/her Lieutenant or if there is no Lieutenant, then to the Sheriff or his/her designee. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee. The Lieutenant or Sheriff or his/her designee shall meet with the aggrieved Employee and his or her designated FOP Representative to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Employee, in writing, within fourteen (14) calendar days after the meeting.

Step 2:

If not resolved at Step 1, the aggrieved Employee shall file the grievance on the approved form with the Sheriff and County Administrator within fourteen (14) calendar days of receipt of the Step 1 decision. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee. The aggrieved Employee and, at his or her discretion, a FOP Representative shall meet with the Sheriff and County Administrator or their respective designee(s) within fourteen (14) calendar days of the filing of the grievance at this step to discuss its substance and possible resolutions. The Sheriff and County Administrator or their respective designee(s) shall give their decision in writing to the Employee within fourteen (14) calendar days after the aforesaid meeting.

Step 3:

- (a) If a grievance has not been satisfactorily resolved at Step 2, the aggrieved Employee or the FOP may, within fourteen (14) calendar days of the completion

of Step 2, initiate binding arbitration by written notice to the Sheriff and County Administrator of the decision to arbitrate.

- (b) Within fourteen (14) calendar days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If at the end of the fourteen (14) calendar days the parties have not agreed upon an arbitrator, the parties shall submit a request for a list of arbitrators to the Federal Mediation and Conciliation Service. Within fourteen (14) calendar days after receipt of a panel from the Federal Mediation and Conciliation Service, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator. The parties shall alternate making the first strike.
- (c) Briefs may be filed by either Employer or Employee.
- (d) The arbitrator's decision shall be final and binding on all parties. The arbitrator's decision shall be issued within thirty (30) days of the latter of the close of the hearing or the submission of briefs.
- (e) The Employer may only file a grievance concerning Article 2 - Check Off
- (f) The cost of any arbitration proceedings under this Agreement shall be borne by the losing party. However, each party shall bear their own attorneys' fees. If an Employee chooses to arbitrate his or her grievance without the approval of the FOP and shall lose the grievance, the Employee shall be solely responsible for the cost of the arbitration.
- (g) The arbitrator shall be bound by the facts and evidence submitted to him/her. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement or State Law and/or County Ordinance or to impair any of the rights reserved to the parties under the terms thereof; nor



shall the arbitrator have the power to substitute his or her discretion for that of the Employer and its administration as provided by State Law and/or County Ordinance.

- (h) Should it be determined that an Employee was suspended or discharged without just cause as provided in this Agreement, the arbitrator shall have the authority to determine whether he/she shall be restored to his/her former status and determine whether and to what extent any back pay shall be awarded. If back pay is awarded, the arbitrator shall reduce such back pay award by any earnings, compensation or remuneration received by the Employee from any employment source whatsoever, other than compensation or remuneration from approved secondary employment during the period involved. The arbitrator shall also reduce such back pay award by any unreimbursed wage replacement benefits received by the Employee during the period involved, including unemployment benefits and temporary disability benefits. This subsection shall be applied so that there is no overall net financial gain or loss to the Employee, as if the Employee had otherwise not been suspended or discharged.
- B. 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.
- C. 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.
- D. If the Employer fails to provide an answer to the grievance within the time limits so provided, the Employee with or without his/her FOP representative may immediately appeal to the next step.

E. If the Employee or FOP fail to act upon a grievance within the time limits so provided the Employee or FOP forfeit their right to advance further in the grievance process.

F. The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the FOP.

G. Whenever a dispute, grievance or difference of opinion arises in the workplace, the Employee, FOP, 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 circumstance.

## **ARTICLES** **ECONOMICS**

### **Section 1. - General.**

During the term of this Agreement, the following economic terms and conditions and all other economic terms and conditions shall remain without change as they were in effect on June 30, 2011 unless otherwise expressly stated elsewhere in Article 5

- Wages and wage scales
- Step increment
- Overtime, including the basis for the computation and payment
- Premium wages
- Sick leave, Annual leave, Personal leave, Administrative leave, Military service leave, Bereavement leave.
- Holiday pay  
Shift differential
- Acting pay  
On-call and/or call in pay  
Deferred compensation
- Pension Plan
- Clothing and shoe allowance(s)
- Uniforms and equipment
- Life insurance
- Group health, dental, vision, and prescription drug insurance
- Work on a scheduled day off

- Cost of Living Adjustment ("COLA")
- Special allowance(s)
- Training pay
- Flexible spending account
- Employee assistance program ("EAP")
- Tuition reimbursement

In addition, the current take home vehicle program shall not be abolished but the County and the Sheriff have the right to modify the program with respect to personal use of take home vehicles.

In the event the County shall unilaterally eliminate or diminish an economic term agreed upon in this Agreement without first bargaining with the Union over such change, an Arbitrator may award, as a penalty for such contract violation, an additional ten days of vacation during the Fiscal Year of the Agreement in which the economic term was first eliminated or diminished.

**Section 5.2 - Group health, dental, vision, and prescription drug insurance: Life Insurance**

County will make available to the Employees the same Health, Dental, Vision Prescription Drug benefits as well as Life Insurance as it is available to the majority of the County's non-union employees and at the same cost.

**Section 5.3 - Cost of Living Adjustment ("COLA")**

(a) For the term of this Agreement, Employer will pay a COLA effective the first full two-week pay period after July 01 of FY22, FY23, FY24 and FY25 as follows:

For FY22 - effective the first full two week pay period after July 1, 2021, the

COLA will be three (3) percent;

For FY23 - effective the first full two week pay period after July 1, 2022, the

COLA will be two (2) percent;

For FY24- effective the first full two week pay period after July 1, 2023, the

COLA will be two (2) percent; and

For FY25 - effective the first full two week pay period after July 1, 2024, the

COLA will be one (1) percent.

A Deputy First Class, after achieving five years of service from his/her date of hire with the Cecil County Sheriff's office, law enforcement division, shall be promoted to the rank of senior deputy first class and move *up* one grade on the pay scale to grade 4 while remaining in their current step on the first full pay period after their promotion.

#### **Section 5.4 - Step Increment**

On the first full pay period after September 1, 2021, all Employees will receive a step increase and, in addition, on the anniversary of their entry on duty with the Cecil County Sheriff's Office, all Employees who are eligible for a step increase in accordance with County Policy HR-003A shall receive a one-step increase during FY2022, FY2023, FY2024 and FY2025, and their pay shall reflect this anniversary step increase in the first full two-week pay period after their anniversary date.

#### **Section 5.5 - Wages and Wage Scales**

Employer shall pay Employees in accordance with the wage scale attached to this Agreement as Appendix A, B, C and D. Any increases will be effective the first full two-week pay period following July 1<sup>st</sup> of each fiscal year covered by this Agreement, i.e., July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024.

**ARTICLE 6**  
**DISCIPLINE**

A. The Employer and the Union will abide by the standards outlined and specified in the Maryland Law Enforcement Officer's Bill of Rights ("L.E.O.B.R."), or any successor thereto, for all disciplinary matters pertaining to bargaining unit employees unless otherwise specified herein.

B. Any Employee subject to a disciplinary investigation by the Sheriff of Cecil County, shall be entitled to be represented by legal counsel and/or any other responsible person during any investigation that may lead to any disciplinary action. The interrogation shall be conducted by a sworn law enforcement officer as designated by the Sheriff of Cecil County. The date of the interrogation will be by mutual agreement between the accused officer, his/her attorney, and the Sheriff's designee. Prior to the interrogation, the accused Employee shall be informed in writing of the name of the interrogating officer and the nature of the investigation and the specific allegations being investigated.

C. The Employer agrees that before taking any disciplinary action against an Employee, the Employee shall be afforded the right to a disciplinary hearing which will be comprised solely of sworn police officers from other Maryland Police Agencies and no Deputy Sheriffs from the Cecil County Sheriff's office will serve as members of the hearing board for disciplinary matters concerning bargaining unit employees. The Sheriff and the accused Employee shall both have the right to be represented by legal counsel.

At the conclusion of the Disciplinary Hearing Board, the hearing board shall be required to issue a written findings of fact consisting of a concise statement of each charge and specification being heard against the accused Employee. The Hearing Board's finding of not guilty as to any charge(s) terminates the action and shall be final and binding upon the

Sheriff and his/her designee. In the event that the Hearing Board makes a finding of guilt as to any charge or specification, the Hearing Board shall reconvene the hearing and receive evidence to include the accused employee's past job performance and other relevant information before making a recommendation as to the appropriate disciplinary action to the Sheriff which shall not be binding on the Sheriff. In the event that the Sheriff agrees with the recommended punishment of the Hearing Board, or in the alternative desires to decrease the punishment recommended by the Hearing Board no further action shall be required. In the event that the Sheriff wishes to increase the punishment recommendation, the Sheriff shall be required to meet with the accused Employee who may be represented by counsel before increasing the disciplinary recommendation of the Hearing Board. The Sheriff shall then issue a final order as to punishment which is binding and said Order may be appealed to the Circuit Court for Cecil County in accordance with Maryland Rule 7-202. A party aggrieved of the decision by the Circuit Court for Cecil County may appeal to the Court of Special Appeals.

D. Within ten (10) days after the Sheriff or his/her designee makes a finding as to a disciplinary investigation, the Sheriff or his/her designee shall advise the affected member of the finding, *i.e.* whether sustained, not sustained, unfounded or exonerated. It is understood that where an investigation of a charge encompasses multiple charges growing out of the same incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.

E. For minor disciplinary matters, where a one (1) person Disciplinary Hearing Board is established at the discretion of the Employer, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused Employee receives a copy of the charges and the investigative case book material, unless a shorter period is mutually agreed

upon by the Employer and Employee's counsel.

F. For major disciplinary matters, where a three (3) person Disciplinary Hearing Board is established, such hearing shall not be scheduled any sooner than forty-five days from the date that counsel for the accused receives a copy of the charges and the investigative case book material, unless a shorter period is mutually agreed upon by the Employer and Employee's counsel.

G. No Hearing Board, except a Suspension Hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding until such time as criminal charges are disposed of prior to any appeal, except an appeal **de novo** to Maryland Circuit Court. However, the Employer may proceed with a Hearing Board after the criminal case has been postponed once by the defense or six (6) months has passed since the initiation of criminal charges, whichever occurs first.

H. Should it be determined that an Employee was administratively suspended without pay pursuant to this Agreement, and the reason for the suspension without pay becomes null and void, the Employee shall be restored to his/her former status and shall be provided back pay retroactive to the effective date of the suspension. Any back pay amount shall be reduced by any amount of any earnings, compensation or remuneration received by the Employee from any employment source whatsoever, other than compensation or remuneration from approved secondary employment during the period involved. Any back pay award shall also be reduced by the amount of any unreimbursed wage replacement benefits received by the Employee during the period involved, including unemployment benefits and temporary disability benefits. This subsection shall be applied so that there is no overall net financial gain or loss to the Employee, as if the Employee had otherwise not been administratively suspended without pay.

I. In the event the Sheriffs Office and/or County instal I AVL or similar type vehicle

locator/analysis systems on Sheriff's Office vehicles, said system shall not be used as the sole reason for disciplinary actions or investigations. Nothing in this section shall limit the right of the Sheriff to conduct an investigation and take disciplinary action when the action is supported by evidence gained in addition to information available from the AVL system.

J. The Employer shall not use evidence obtained in violation of LEOBR or any successor thereto, against any employee in a hearing board.

K. In the event that the Maryland General Assembly enacts any law which conflicts with any of the provisions agreed upon by the parties hereto, it is mutually agreed that the parties will meet and confer to resolve any provisions inconsistent with the law.

#### **ARTICLE 7** **JOINT LABOR-MANAGEMENT LIAISON COMMITTEE**

There shall be established within the Sheriff's Office a Joint Labor-Management Liaison Committee consisting of one (1) representative of the Sheriff's Office appointed by the Sheriff, one (1) representative appointed by the County Administrator, and up to two (2) representatives designated by the FOP. The Committee shall meet not less than quarterly except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations to and/or advise the Sheriff and/or his/her designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in operations and/or upon the welfare of Employees whether or not such matters are negotiable. Any such recommendations are not binding and shall not commit any party to negotiate regarding said recommendations. Neither the Committee, nor any individual member of the Committee, including any representatives of the Employer, or FOP, shall have any authority to bind the parties hereto nor to amend or modify this Agreement in any respect. It is hereby agreed that the Employer retains all of its Management rights and that the Employer shall not be required to



consult with the FOP or Committee at any time in order to exercise any of its Management Rights. Nothing in this Article shall constitute a substitution for the grievance procedure contained in this Agreement. The Committee meetings cannot be used to initiate or continue collective bargaining, to present grievances, or to in any way attempt to modify, add to, or detract from the provisions of this Agreement.

**ARTICLE 8**  
**FOP REPRESENTATIVES**

A. The FOP may appoint up to four (4) grievance representatives to investigate and process grievances on behalf of the bargaining representative.

B. A written list of FOP Representatives shall be furnished to the Sheriff immediately after their designation and the FOP shall notify the Sheriff promptly of any change of such representatives.

C. After giving three (3) calendar days notice to the Lieutenant, one (1) FOP Representative shall be granted reasonable administrative leave during working hours for the purpose of investigating and/or presenting a grievance under Article 5 of this Agreement, and where it will not interfere with the operations of the Department.

D. Up to four (4) Employees (a maximum of two (2) Employees from the same work group) designated by the FOP shall be provided administrative leave for time spent during meetings between the parties at times mutually agreed to by the parties for the purpose of negotiating a successor Agreement when such Employees are otherwise scheduled to work.

E. The Department shall notify the FOP of all new Employees and their addresses.

**ARTICLE!?**  
**NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT**

A. The FOP agrees that during the term of this Agreement, neither it nor any Employee covered herein shall engage in, initiate, sponsor, support, or direct a strike or

secondary boycott or organized job action, sick out or slow down or directly or indirectly picket the Employer or any of its property. The Employer agrees that there shall be no lockout during the term of this Agreement.

B. If the FOP shall violate any of the provisions hereof:

L Its designation as exclusive representative shall be revoked.

2. It shall be ineligible to participate in elections or to be certified as exclusive representative for a period of not less than three (3) years thereafter.

C. Nothing in this Agreement shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

#### **ARTICLE 10** **BULLETIN BOARDS AND COMMUNICATIONS**

The Employer agrees to continue to provide bulletin board space labeled with the FOP logo and name in Departmental facilities for the purpose of allowing the FOP to inform its membership of FOP business and activities. The bulletin board shall be enclosed in glass and shall be locked. The FOP President and/or FOP Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Employer may remove any materials posted in violation of this Article. The space so designated shall be maintained by the FOP in an orderly manner to include periodic removal of outdated material.

#### **ARTICLE 11** **FURLOUGHS/LAYOFFS**

##### **Section 11.1, - No Furloughs.**

During the term of this Agreement, no employee shall be subject to any forced furloughs or unpaid leave days.

##### **Section 11.2, - No Layoffs.**

No employees shall be subjected to layoff during the term of this Agreement.

**ARTICLE 12**  
**SEVERABILITY**

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 be in conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement. If any term or provision is so held to be invalid or unenforceable, the parties will enter into negotiations for a substitute provision within fourteen (14) calendar days thereafter.

**ARTICLE 13**  
**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 14**  
**SENIORITY**

Seniority within the Department shall be defined as follow:

1. Rank
2. Time in Rank
3. Date of Hire

**ARTICLE 15**  
**LEGAL REPRESENTATION AND INDEMNIFICATION**

Unless provided by the State of Maryland, the County will provide legal representation and indemnification to any Employee of the unit who is made a defendant in judicial litigation

arising out of acts within the scope of his/ her employment with the Sheriff's Office for acts that fall under the jurisdiction of the County (as opposed to the State).

Unless provided by the State of Maryland, the County will provide legal representation and indemnification to any Employee of the unit who is made a defendant in judicial litigation arising out of acts within the scope of his/ her employment with the Sheriff's Office for acts that fall under the jurisdiction of the County (as opposed to the State) that result in a monetary judgement being rendered against the Employee unless that Employee is found by a judicial body to have acted with malice or gross negligence.

In addition, if malice or gross negligence is found, then the County no longer has an obligation to provide and or pay for legal representation.

**ARTICLE 16**  
**PENSION BOARD**

The FOP shall have the right to appoint a non-voting participating member to the Cecil County Pension Board. Said member shall be notified of the date, time, and location of each meeting and shall be permitted to fully participate as a non-voting member.

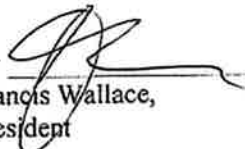
**ARTICLE 17**  
**DURATION**

This Agreement shall become effective July 1, 2021 and remain in full force and effect on the parties and their respective assigns and successors through June 30, 2025. The Agreement shall automatically be renewed from year to year after its expiration, 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 certified mail no later than October 1 of the year preceding the date of termination. In the event such notice is given, the parties shall make all reasonable efforts to begin negotiations for a successor agreement not later than the first business day of the year that the Agreement expires.

In the event that the parties fail to agree upon a successor Agreement as of July 1, 2025, the then existing pay scale and the then existing non-economic terms and conditions of this expired Agreement shall be binding upon the Employer and the FOP until such time as there is a successor Agreement in effect.

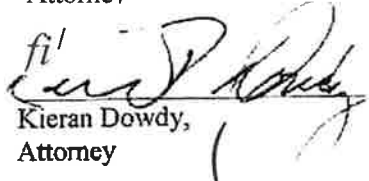
The parties have executed this Agreement, this 11th day of June, 2021 \_\_\_\_\_

FOR CECIL COUNTY LODGE NO. 2  
FRATERNAL ORDER OF POLICE, INC.

by  \_\_\_\_\_  
Francis Wallace,  
resident

\_\_\_\_\_  
Vice-President

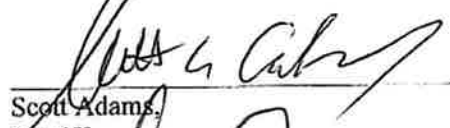
\_\_\_\_\_  
Herbert R. Weiner,  
Attorney

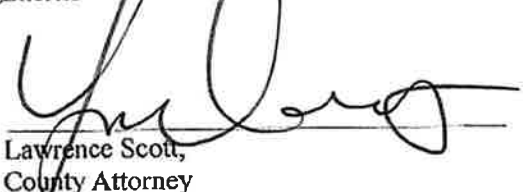
 \_\_\_\_\_  
Kieran Dowdy,  
Attorney

FOR CECIL COUNTY:

 \_\_\_\_\_  
Danielle Hornberger  
County Executive

FOR SHERIFF OF CECIL COUNTY:

 \_\_\_\_\_  
Scott Adams,  
Sheriff

 \_\_\_\_\_  
Lawrence Scott,  
County Attorney

Cecil County Wage Scales

Appendix A: Scale Effective first full pay period after 7/1/2021 'Reflects 3% Adjustment from existing scale)

	1	2	3	4	5	6	7	8	9	10	11	12
8: Capt.	\$76,817.58	\$78,779.88	\$80,740.10	\$82,703.46	\$84,664.72	\$86,624.94	\$88,587.25	\$90,546.42	\$92,509.78	\$94,471.04	\$96,430.22	\$98,391.48
7: Lt.	\$69,676.11	\$71,455.46	\$73,235.86	\$75,015.22	\$76,795.62	\$78,573.93	\$80,354.33	\$82,131.60	\$83,910.95	\$85,691.35	\$87,471.76	\$89,251.11
6: Sgt.	\$60,190.74	\$61,727.55	\$63,262.27	\$64,800.13	\$66,337.98	\$67,874.80	\$69,410.56	\$70,946.33	\$72,484.18	\$74,021.00	\$75,557.81	\$77,094.62
5: Cpl.	\$55,932.62	\$57,359.66	\$58,789.84	\$60,220.01	\$61,648.10	\$63,078.27	\$64,506.36	\$65,936.53	\$67,363.57	\$68,792.70	\$70,223.92	\$71,652.01
4: Sr. DFC	\$51,994.41	\$53,323.18	\$54,649.85	\$55,978.62	\$57,305.30	\$58,633.02	\$59,959.69	\$61,289.51	\$62,617.23	\$63,943.90	\$65,270.58	\$66,600.39
3: DFC	\$49,518.78	\$50,783.78	\$52,048.77	\$53,313.77	\$54,578.76	\$55,842.71	\$57,106.66	\$58,372.70	\$59,638.74	\$60,904.79	\$62,167.68	\$63,432.68
2: Dep.	\$44,913.58	\$46,061.48	\$47,208.34	\$48,356.24	\$49,503.10	\$50,649.96	\$51,796.82	\$52,943.68	\$54,090.54	\$55,237.40	\$56,384.25	\$57,529.02

	13	14	15	16	17	18	19	20	21	22	23	24
8: Capt.	\$100,353.79	\$102,316.10	\$104,277.36	\$106,236.54	\$108,199.89	\$110,159.07	\$112,120.33	\$114,083.69	\$116,042.86	\$117,005.17	\$119,966.43	\$121,926.65
7: Lt.	\$91,028.38	\$92,808.78	\$94,589.18	\$96,367.49	\$98,146.85	\$99,926.20	\$101,706.60	\$103,485.96	\$105,264.27	\$107,044.67	\$108,824.03	\$110,603.38
6: Sgt.	\$78,632.48	\$80,167.20	\$81,705.05	\$83,241.87	\$84,779.72	\$86,316.53	\$87,852.30	\$89,390.16	\$90,924.88	\$92,463.74	\$93,999.55	\$95,536.36
5: Cpl.	\$73,082.18	\$74,511.31	\$75,939.40	\$77,368.53	\$78,797.66	\$80,227.83	\$81,656.96	\$83,086.09	\$84,514.18	\$85,943.31	\$87,373.48	\$88,802.61
4: Sr. DFC	\$67,927.07	\$69,255.84	\$70,582.51	\$71,910.23	\$73,239.00	\$74,564.63	\$75,893.40	\$77,222.16	\$78,547.79	\$79,876.56	\$81,204.28	\$82,532.00
3: DFC	\$64,697.67	\$65,961.62	\$67,226.62	\$68,493.70	\$69,756.61	\$71,023.69	\$72,287.64	\$73,552.63	\$74,818.67	\$76,083.67	\$77,347.62	\$78,612.61
2: Dep.	\$58,677.97	\$59,823.79	\$60,969.60	\$62,118.55	\$63,265.41	\$64,410.17	\$65,559.12	\$66,703.89	\$67,851.80	\$69,000.86	\$70,146.56	\$71,292.37

Resolution No. 54-2021  
Appendix 1

Appendix B: Scale Effective	1	2	3	4	5	6	7	8	9	10	11	12
Scale Effective	1	2	3	4	5	6	7	8	9	10	11	12
8: Capt.	\$78,353.93	\$80,355.48	\$82,354.91	\$84,357.53	\$86,358.02	\$88,357.44	\$90,359.00	\$92,357.35	\$94,359.98	\$96,360.46	\$98,358.82	\$100,359.31
7: Lt.	\$71,069.63	\$72,884.57	\$74,700.58	\$76,515.52	\$78,331.53	\$80,145.41	\$81,961.42	\$83,774.23	\$85,589.17	\$87,405.18	\$89,221.19	\$91,036.13
6: Sgt.	\$61,394.55	\$62,962.10	\$64,527.52	\$66,096.13	\$67,664.74	\$69,232.29	\$70,798.77	\$72,365.25	\$73,933.87	\$75,501.42	\$77,068.96	\$78,636.51
5: Cpl.	\$57,051.27	\$58,506.85	\$59,965.63	\$61,424.41	\$62,881.06	\$64,339.84	\$65,796.48	\$67,255.26	\$68,710.84	\$70,168.55	\$71,628.40	\$73,085.05
4: Sr. DFC	\$53,034.30	\$54,389.64	\$55,742.85	\$57,098.19	\$58,451.40	\$59,805.68	\$61,158.89	\$62,515.30	\$63,869.57	\$65,222.78	\$66,575.99	\$67,932.40
3: DFC	\$50,509.16	\$51,799.45	\$53,089.75	\$54,380.04	\$55,670.34	\$56,959.57	\$58,248.79	\$59,540.15	\$60,831.52	\$62,120.74	\$63,411.04	\$64,701.33
2: Dep.	\$45,811.85	\$46,982.71	\$48,152.51	\$49,323.37	\$50,493.17	\$51,662.96	\$52,832.76	\$54,002.55	\$55,172.35	\$56,340.01	\$57,511.94	\$58,679.60
8: Capt.	13	14	15	16	17	18	19	20	21	22	23	24
7: Lt.	\$102,360.87	\$104,362.42	\$106,362.91	\$108,361.27	\$110,363.89	\$112,362.25	\$114,362.74	\$116,365.36	\$118,363.72	\$120,365.27	\$122,365.76	\$124,365.18
6: Sgt.	\$92,848.94	\$94,664.95	\$96,480.96	\$98,294.84	\$100,109.78	\$101,924.73	\$103,740.74	\$105,555.68	\$107,369.55	\$109,185.56	\$111,000.51	\$112,815.45
5: Cpl.	\$80,205.13	\$81,770.54	\$83,339.15	\$84,906.70	\$86,475.32	\$88,042.86	\$89,609.35	\$91,177.96	\$92,737.37	\$94,310.92	\$95,879.54	\$97,447.08
4: Sr. DFC	\$74,543.83	\$76,001.54	\$77,458.19	\$78,915.90	\$80,373.61	\$81,832.39	\$83,290.10	\$84,747.82	\$86,204.46	\$87,662.17	\$89,120.95	\$90,578.67
3: DFC	\$69,285.61	\$70,640.95	\$71,994.16	\$73,348.44	\$74,703.78	\$76,055.92	\$77,411.27	\$78,766.61	\$80,118.75	\$81,474.99	\$82,828.37	\$84,182.64
2: Dep.	\$65,991.63	\$67,280.85	\$68,571.15	\$69,863.58	\$71,151.74	\$72,444.17	\$73,733.39	\$75,023.69	\$76,315.05	\$77,605.34	\$78,894.57	\$80,184.87
	\$59,851.53	\$61,020.26	\$62,188.99	\$63,360.92	\$64,530.71	\$65,698.38	\$66,870.31	\$68,037.97	\$69,208.83	\$70,378.63	\$71,549.49	\$72,718.22

Cecil County Wage Scales

Appendix C: Scale Effective first full pay period after 7/1/2023 Reflects 2% Adjustment from Appendix B)

	1	2	3	4	5	6	7	8	9	10	11	12
8: Capt.	\$79,921.01	\$81,962.59	\$84,002.00	\$86,044.68	\$88,085.18	\$90,124.59	\$92,166.18	\$94,204.50	\$96,247.17	\$98,287.67	\$100,326.00	\$102,366.50
7: Lt.	\$72,491.02	\$74,342.26	\$76,194.59	\$78,045.83	\$79,898.16	\$81,748.32	\$83,600.65	\$85,449.71	\$87,300.96	\$89,153.29	\$91,005.61	\$92,856.86
6: Sgt.	\$62,622.44	\$64,122.34	\$65,818.07	\$67,418.05	\$69,018.04	\$70,616.94	\$72,214.75	\$73,812.56	\$75,412.55	\$77,011.44	\$78,610.34	\$80,209.24
5: Cpl.	\$58,192.30	\$59,676.99	\$61,164.94	\$62,652.90	\$64,138.68	\$65,626.63	\$67,112.41	\$68,600.37	\$70,085.06	\$71,571.93	\$73,060.97	\$74,546.75
4: Sr. DFC	\$54,094.98	\$55,477.43	\$56,857.71	\$58,240.16	\$59,620.43	\$61,001.79	\$62,382.07	\$63,765.60	\$65,146.96	\$66,527.24	\$67,907.51	\$69,291.05
3: DFC	\$51,519.34	\$52,835.44	\$54,151.54	\$55,467.64	\$56,783.74	\$58,098.76	\$59,413.77	\$60,730.96	\$62,048.15	\$63,363.16	\$64,679.26	\$65,995.36
2: Dep.	\$46,728.09	\$47,922.37	\$49,115.56	\$50,309.84	\$51,503.03	\$52,696.22	\$53,889.41	\$55,082.60	\$56,275.80	\$57,466.81	\$58,662.18	\$59,853.20

	13	14	15	16	17	18	19	20	21	22	23	24
8: Capt.	\$104,408.08	\$106,449.67	\$108,490.17	\$110,528.49	\$112,571.17	\$114,609.49	\$116,649.99	\$118,692.67	\$120,730.99	\$122,772.58	\$124,813.08	\$126,852.49
7: Lt.	\$94,705.92	\$96,558.25	\$98,410.58	\$100,260.74	\$102,111.98	\$103,963.22	\$105,815.55	\$107,666.79	\$109,516.95	\$111,369.28	\$113,220.52	\$115,071.76
6: Sgt.	\$81,809.23	\$83,405.95	\$85,005.94	\$86,604.84	\$88,204.82	\$89,803.72	\$91,401.53	\$93,000.52	\$94,598.24	\$96,197.14	\$97,797.13	\$99,396.03
5: Cpl.	\$76,034.70	\$77,521.57	\$79,007.35	\$80,494.22	\$81,981.08	\$83,469.04	\$84,955.90	\$86,442.77	\$87,928.55	\$89,415.42	\$90,903.37	\$92,390.24
4: Sr. DFC	\$70,671.32	\$72,053.77	\$73,434.04	\$74,815.41	\$76,197.86	\$77,577.04	\$78,959.49	\$80,341.94	\$81,721.13	\$83,103.57	\$84,484.94	\$85,866.30
3: DFC	\$67,311.46	\$68,626.47	\$69,942.57	\$71,260.85	\$72,574.77	\$73,893.05	\$75,208.06	\$76,524.16	\$77,841.35	\$79,157.45	\$80,472.46	\$81,788.56
2: Dep.	\$61,048.56	\$62,240.67	\$63,432.77	\$64,628.14	\$65,821.33	\$67,012.35	\$68,207.71	\$69,398.73	\$70,593.01	\$71,786.20	\$72,980.48	\$74,172.58

Appendix D: Scale Effective first full pay period after 7/1/2024 (Reflects 1% Adjustment from Appendix C)

	1	2	3	4	5	6	7	8	9	10	11	12
8: Capt.	\$80,720.22	\$82,782.22	\$84,842.02	\$86,905.13	\$88,966.03	\$91,025.84	\$93,087.84	\$95,146.55	\$97,209.65	\$99,270.55	\$101,329.26	\$103,390.16
7: Lt.	\$73,215.93	\$75,085.69	\$76,956.54	\$78,826.29	\$80,697.15	\$82,565.80	\$84,436.65	\$86,304.21	\$88,173.97	\$90,044.82	\$91,915.67	\$93,785.43
6: Sgt.	\$63,248.67	\$64,863.56	\$66,476.25	\$68,092.23	\$69,708.22	\$71,323.11	\$72,936.90	\$74,550.69	\$76,166.67	\$77,781.56	\$79,396.45	\$81,011.33
5: Cpl.	\$58,774.22	\$60,273.76	\$61,776.59	\$63,279.43	\$64,780.07	\$66,282.90	\$67,783.54	\$69,286.37	\$70,785.91	\$72,287.65	\$73,791.58	\$75,292.22
4: Sr. DFC	\$54,635.93	\$56,032.21	\$57,426.28	\$58,822.56	\$60,216.63	\$61,611.81	\$63,005.89	\$64,403.26	\$65,798.43	\$67,192.51	\$68,586.59	\$69,983.96
3: DFC	\$52,034.54	\$53,363.80	\$54,693.06	\$56,022.32	\$57,351.58	\$58,679.74	\$60,007.91	\$61,338.27	\$62,668.63	\$64,000.99	\$65,326.05	\$66,655.31
2: Dep.	\$47,195.37	\$48,401.59	\$49,606.71	\$50,812.93	\$52,018.06	\$53,223.18	\$54,428.31	\$55,633.43	\$56,838.55	\$58,041.48	\$59,248.80	\$60,451.73

	13	14	15	16	17	18	19	20	21	22	23	24
8: Capt.	\$105,452.16	\$107,514.17	\$109,575.07	\$111,633.78	\$113,696.88	\$115,755.59	\$117,816.49	\$119,879.59	\$121,938.30	\$124,000.30	\$126,061.21	\$128,121.01
7: Lt.	\$95,652.98	\$97,523.84	\$99,394.69	\$101,263.34	\$103,133.10	\$105,002.85	\$106,873.71	\$108,743.46	\$110,612.12	\$112,482.97	\$114,352.72	\$116,222.48
6: Sgt.	\$82,627.32	\$84,240.01	\$85,856.00	\$87,470.89	\$89,086.87	\$90,701.76	\$92,315.55	\$93,931.53	\$95,544.22	\$97,159.11	\$98,775.10	\$100,389.99
5: Cpl.	\$76,795.05	\$78,296.79	\$79,797.42	\$81,299.16	\$82,800.89	\$84,303.73	\$85,805.46	\$87,307.20	\$88,807.84	\$90,309.57	\$91,812.41	\$93,314.14
4: Sr. DFC	\$71,378.04	\$72,774.31	\$74,168.39	\$75,563.56	\$76,959.83	\$78,352.81	\$79,749.09	\$81,145.36	\$82,538.34	\$83,934.61	\$85,329.79	\$86,724.94
3: DFC	\$67,984.57	\$69,312.74	\$70,642.00	\$71,973.46	\$73,300.52	\$74,631.98	\$75,960.14	\$77,289.40	\$78,619.76	\$79,949.02	\$81,277.19	\$82,606.45
2: Dep.	\$61,659.05	\$62,863.07	\$64,067.10	\$65,274.42	\$66,479.54	\$67,682.47	\$68,889.79	\$70,092.72	\$71,298.94	\$72,504.06	\$73,710.28	\$74,914.31



