

HOUSE BILL 1431

D2

7lr1077

By: **Delegates Lisanti and Impallaria**

Introduced and read first time: February 10, 2017

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Harford County Sheriff – Deputy Sheriffs and Correctional Officers – Collective**
3 **Bargaining**

4 FOR the purpose of authorizing the representatives of certain deputy sheriffs and certain
5 correctional officers in the Office of the Sheriff of Harford County to bargain
6 collectively with the Harford County Sheriff and the Harford County Executive on
7 certain issues; authorizing certain deputy sheriffs and certain correctional officers to
8 take certain actions in connection with certain labor organizations with regard to
9 certain collective bargaining activities; providing for the procedures for certifying a
10 labor organization as a certified labor organization for certain collective bargaining
11 negotiations; requiring the certified labor organization, the Sheriff, and the County
12 Executive to follow certain procedures for collective bargaining; providing for a
13 certain method to resolve a dispute if the certified labor organization and the Sheriff
14 are unable to negotiate a certain agreement; providing that any additional funding
15 required as a result of a certain agreement is subject to approval by the County
16 Executive and County Council; providing a certain method for requesting certain
17 additional funding; requiring a collective bargaining agreement to contain certain
18 matters; prohibiting a collective bargaining agreement that impairs certain rights
19 and responsibilities of the Sheriff; providing for the construction of this Act; and
20 generally relating to the salaries and collective bargaining rights of sworn law
21 enforcement officers and correctional officers of the Harford County Sheriff's Office.

22 BY adding to

23 Article – Courts and Judicial Proceedings

24 Section 2–309(n)(9) and (10)

25 Annotated Code of Maryland

26 (2013 Replacement Volume and 2016 Supplement)

27 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
28 That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Article – Courts and Judicial Proceedings

2–309.

(n) **(9) (I) THIS PARAGRAPH APPLIES ONLY TO FULL-TIME DEPUTY SHERIFFS IN THE OFFICE OF THE SHERIFF OF HARFORD COUNTY AT THE RANK OF CAPTAIN AND BELOW.**

(II) A DEPUTY SHERIFF MAY:

1. TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION OR ITS LAWFUL ACTIVITIES;

2. SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH;

3. ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF OF HARFORD COUNTY, OR THE DESIGNEE OF THE SHERIFF, AND THE HARFORD COUNTY EXECUTIVE, OR THE DESIGNEE OF THE COUNTY EXECUTIVE, CONCERNING WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS, EXCEPT THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF UNDER SUBPARAGRAPH (V)4A OF THIS PARAGRAPH, THROUGH A LABOR ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH;

4. SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH, ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, EXCEPT THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF IN SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND

5. DECERTIFY A LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH.

(III) 1. A LABOR ORGANIZATION SEEKING CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED BY AT LEAST 30% OF THE DEPUTY SHERIFFS INDICATING THE DESIRE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

1 **2. IF NEITHER THE SHERIFF NOR THE COUNTY**
2 **EXECUTIVE CHALLENGES THE VALIDITY OF THE PETITION WITHIN 30 CALENDAR**
3 **DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE PETITION SHALL BE**
4 **SUBMITTED TO THE COMMISSIONER OF LABOR AND INDUSTRY TO BE APPROVED BY**
5 **A CONSENT ELECTION UNDER TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND**
6 **EMPLOYMENT ARTICLE.**

7 **3. IF EITHER THE SHERIFF OR THE COUNTY EXECUTIVE**
8 **CHALLENGES THE VALIDITY OF THE PETITION, A PARTY MAY SUBMIT A REQUEST TO**
9 **THE COMMISSIONER OF LABOR AND INDUSTRY TO DETERMINE THE VALIDITY OF**
10 **THE PETITION AND WHETHER TO CONDUCT A CONSENT ELECTION UNDER TITLE 4,**
11 **SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.**

12 **4. THE COSTS ASSOCIATED WITH A DETERMINATION BY**
13 **THE COMMISSIONER OF LABOR AND INDUSTRY UNDER SUBSUBPARAGRAPH 3 OF**
14 **THIS SUBPARAGRAPH SHALL BE SHARED EQUALLY BY THE PARTIES.**

15 **5. A LABOR ORGANIZATION SHALL BE DEEMED**
16 **DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY**
17 **EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE DEPUTY SHERIFFS**
18 **INDICATING THE DESIRE OF THE DEPUTY SHERIFFS TO DECERTIFY THE LABOR**
19 **ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS**
20 **SUBJECT TO THIS PARAGRAPH.**

21 **(IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE**
22 **REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH, THE**
23 **CERTIFIED LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY EXECUTIVE**
24 **SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN**
25 **GOOD FAITH ON OR BEFORE NOVEMBER 1 OF THE YEAR IMMEDIATELY PRECEDING**
26 **THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT.**

27 **2. THE CERTIFIED LABOR ORGANIZATION, THE**
28 **SHERIFF, AND THE COUNTY EXECUTIVE SHALL MAKE EVERY REASONABLE EFFORT**
29 **TO CONCLUDE NEGOTIATIONS ON OR BEFORE JANUARY 15 OF THE YEAR IN WHICH**
30 **A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO ALLOW FOR**
31 **INCLUSION BY THE SHERIFF OF MATTERS AGREED ON IN ITS BUDGET REQUEST TO**
32 **THE COUNTY EXECUTIVE.**

33 **3. A. IF THE CERTIFIED LABOR ORGANIZATION, THE**
34 **SHERIFF, AND THE COUNTY EXECUTIVE ARE UNABLE TO REACH AN AGREEMENT**
35 **BEFORE FEBRUARY 5 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING**
36 **AGREEMENT IS TO TAKE EFFECT, AN IMPASSE SHALL BE DEEMED TO HAVE BEEN**

1 REACHED, EACH SIDE SHALL SUBMIT THEIR BEST AND FINAL OFFERS WITHIN 24
2 HOURS, AND WITHIN 5 DAYS AFTER AN IMPASSE IS REACHED THE DISPUTE, ALONG
3 WITH EACH SIDE'S BEST AND FINAL OFFER, SHALL BE SUBMITTED TO THE FEDERAL
4 MEDIATION AND CONCILIATION SERVICE.

5 B. THE MEDIATOR APPOINTED BY THE FEDERAL
6 MEDIATION AND CONCILIATION SERVICE SHALL MEET WITH THE PARTIES AND
7 MAKE WRITTEN FINDINGS OF FACT AND RECOMMENDATIONS FOR THE RESOLUTION
8 OF THE DISPUTE BY MARCH 1.

9 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR
10 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.

11 D. COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
12 RECOMMENDATIONS SHALL BE SENT TO THE SHERIFF, THE COUNTY EXECUTIVE,
13 AND CERTIFIED LABOR ORGANIZATION.

14 E. THE SHERIFF, THE COUNTY EXECUTIVE, AND
15 CERTIFIED LABOR ORGANIZATION SHALL MEET WITHIN 5 DAYS AFTER THE
16 CONCLUSION OF THE MEDIATION TO REACH A VOLUNTARY RESOLUTION OF THE
17 DISPUTE.

18 F. IF NO RESOLUTION IS REACHED UNDER
19 SUBSUBSUBPARAGRAPH E OF THIS SUBSUBPARAGRAPH, THE SHERIFF SHALL
20 SUBMIT TO THE COUNTY EXECUTIVE THE BEST AND FINAL OFFER OF EACH SIDE AND
21 THE MEDIATOR'S FINDINGS AND RECOMMENDATIONS AND THE COUNTY EXECUTIVE
22 SHALL REVIEW ALL THE MATERIALS BEFORE MAKING A BUDGET SUBMISSION FOR
23 THE SHERIFF'S OFFICE TO THE COUNTY COUNCIL.

24 4. A. ANY ADDITIONAL FUNDING REQUIRED AS A
25 RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT IS SUBJECT TO
26 APPROVAL BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

27 B. A REQUEST FOR ADDITIONAL FUNDING SHALL BE
28 SUBMITTED TO THE COUNTY EXECUTIVE BY THE SHERIFF WITHIN THE TIME
29 SCHEDULE PROVIDED IN THE AGREEMENT.

30 C. THE COUNTY EXECUTIVE AND COUNTY COUNCIL
31 MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING IN WHOLE OR IN
32 PART.

33 D. IF ANY PART OF A REQUEST FOR ADDITIONAL
34 FUNDING IS REJECTED, THE ENTIRE AGREEMENT SHALL BE RETURNED TO THE

1 PARTIES FOR FURTHER BARGAINING, DURING WHICH EITHER PARTY MAY
2 RENEGOTIATE ALL OR PART OF THE AGREEMENT WITHIN THE LIMITS OF THE
3 FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL AND
4 WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.

5 (v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL
6 CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING
7 PROCESS.

8 2. A COLLECTIVE BARGAINING AGREEMENT MAY
9 CONTAIN A GRIEVANCE PROCEDURE THAT SHALL APPLY ONLY TO QUESTIONS
10 CONCERNING THE INTERPRETATION OR APPLICATION OF A SPECIFIC PROVISION OF
11 THE AGREEMENT.

12 3. A COLLECTIVE BARGAINING AGREEMENT REACHED
13 IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE
14 CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE
15 BARGAINING NEGOTIATIONS.

16 4. AN AGREEMENT MADE UNDER THIS SUBPARAGRAPH
17 MAY NOT IMPAIR THE RIGHT AND THE RESPONSIBILITY OF THE SHERIFF TO:

18 A. MAINTAIN THE ORDER AND EFFICIENCY OF THE
19 PUBLIC SERVICE ENTRUSTED TO THE SHERIFF AND TO OPERATE AND MANAGE THE
20 AFFAIRS OF THE OFFICE, INCLUDING ALL RIGHTS AND AUTHORITY HELD BY THE
21 SHERIFF PRIOR TO SIGNING A COLLECTIVE BARGAINING AGREEMENT EXCEPT
22 WHERE ABRIDGED BY AN EXPRESS PROVISION OF THE AGREEMENT;

23 B. DETERMINE THE PURPOSES AND OBJECTIVES OF
24 EACH OF THE SHERIFF'S CONSTITUENT OFFICES AND DEPARTMENTS;

25 C. SET THE STANDARDS OF SERVICES TO BE OFFERED
26 TO THE PUBLIC;

27 D. DETERMINE AND SET WORK PROJECTS, TOURS OF
28 DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, PERSONNEL, AND OTHER
29 RESOURCES BY WHICH OPERATIONS ARE CONDUCTED;

30 E. DETERMINE AND SET TECHNOLOGY NEEDS,
31 INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF FACILITIES;

32 F. EXERCISE CONTROL AND DISCRETION OVER THE
33 SHERIFF'S OFFICE AND OPERATIONS;

1 **G. HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN**
2 **DEPUTY SHERIFFS IN POSITIONS WITHIN THE OFFICE;**

3 **H. ESTABLISH WORK RULES;**

4 **I. DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY**
5 **OTHER APPROPRIATE DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE**
6 **AND IN ACCORDANCE WITH THE COUNTY CHARTER AND OTHER APPLICABLE LAW;**

7 **J. DETERMINE THE MISSION, BUDGET, ORGANIZATION,**
8 **NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF DEPUTY SHERIFFS ASSIGNED,**
9 **THE SERVICES TO BE RENDERED, OPERATIONS TO BE PERFORMED, AND THE**
10 **TECHNOLOGY TO BE USED;**

11 **K. SET THE STANDARDS OF SERVICE AND EXERCISE**
12 **CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK**
13 **SHIFTS AND THE NUMBER OF DEPUTY SHERIFFS ON EACH SHIFT;**

14 **L. DETERMINE AND SET THE QUALIFICATIONS OF**
15 **DEPUTY SHERIFFS FOR APPOINTMENT AND PROMOTIONS;**

16 **M. SET THE STANDARDS OF PERFORMANCE,**
17 **APPEARANCE, AND CONDUCT;**

18 **N. JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS;**

19 **O. CREATE, ELIMINATE, OR CONSOLIDATE JOB**
20 **CLASSIFICATIONS, DEPARTMENTS, OR OPERATIONS; AND**

21 **P. CONTROL AND REGULATE THE USE OF ALL**
22 **EQUIPMENT AND OTHER PROPERTY OF THE COUNTY.**

23 **5. A COLLECTIVE BARGAINING AGREEMENT IS NOT**
24 **EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE DEPUTY**
25 **SHERIFFS IN THE BARGAINING UNIT AND APPROVED BY THE SHERIFF.**

26 **(VI) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:**

27 **1. AUTHORIZE OR OTHERWISE ALLOW A DEPUTY**
28 **SHERIFF TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL**
29 **AND PENSIONS ARTICLE; AND**

1 2. **RESTRICT IN ANY WAY THE AUTHORITY OF THE**
2 **COUNTY EXECUTIVE OR COUNTY COUNCIL TO DETERMINE THE BUDGET FOR THE**
3 **SHERIFF’S OFFICE.**

4 **(10) (I) THIS PARAGRAPH APPLIES ONLY TO FULL-TIME**
5 **CORRECTIONAL OFFICERS IN THE OFFICE OF THE SHERIFF OF HARFORD COUNTY**
6 **AT THE RANK OF CAPTAIN AND BELOW.**

7 **(II) A CORRECTIONAL OFFICER MAY:**

8 1. **TAKE PART IN OR REFRAIN FROM TAKING PART IN**
9 **FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION**
10 **OR ITS LAWFUL ACTIVITIES;**

11 2. **SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE**
12 **REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
13 **PARAGRAPH;**

14 3. **ENGAGE IN COLLECTIVE BARGAINING WITH THE**
15 **SHERIFF OF HARFORD COUNTY, OR THE DESIGNEE OF THE SHERIFF, AND THE**
16 **HARFORD COUNTY EXECUTIVE, OR THE DESIGNEE OF THE COUNTY EXECUTIVE,**
17 **CONCERNING WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS, EXCEPT**
18 **THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF UNDER**
19 **SUBPARAGRAPH (V)4A OF THIS PARAGRAPH, THROUGH A LABOR ORGANIZATION**
20 **CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL OFFICERS**
21 **SUBJECT TO THIS PARAGRAPH;**

22 4. **SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH, ENTER**
23 **INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE**
24 **REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
25 **PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER TERMS AND**
26 **CONDITIONS OF EMPLOYMENT OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
27 **PARAGRAPH, EXCEPT THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY**
28 **THE SHERIFF IN SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND**

29 5. **DECERTIFY A LABOR ORGANIZATION AS THE**
30 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
31 **PARAGRAPH.**

32 **(III) 1. A LABOR ORGANIZATION SEEKING CERTIFICATION AS**
33 **AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION TO THE SHERIFF AND**
34 **THE COUNTY EXECUTIVE THAT IS SIGNED BY AT LEAST 30% OF THE CORRECTIONAL**
35 **OFFICERS INDICATING THE DESIRE OF THE CORRECTIONAL OFFICERS SUBJECT TO**

1 THIS PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY THE LABOR
2 ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

3 2. IF NEITHER THE SHERIFF NOR THE COUNTY
4 EXECUTIVE CHALLENGES THE VALIDITY OF THE PETITION WITHIN 30 CALENDAR
5 DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE PETITION SHALL BE
6 SUBMITTED TO THE COMMISSIONER OF LABOR AND INDUSTRY TO BE APPROVED BY
7 A CONSENT ELECTION UNDER TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND
8 EMPLOYMENT ARTICLE.

9 3. IF EITHER THE SHERIFF OR THE COUNTY EXECUTIVE
10 CHALLENGES THE VALIDITY OF THE PETITION, A PARTY MAY SUBMIT A REQUEST TO
11 THE COMMISSIONER OF LABOR AND INDUSTRY TO DETERMINE THE VALIDITY OF
12 THE PETITION AND WHETHER TO CONDUCT A CONSENT ELECTION UNDER TITLE 4,
13 SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.

14 4. THE COSTS ASSOCIATED WITH A DETERMINATION BY
15 THE COMMISSIONER OF LABOR AND INDUSTRY UNDER SUBSUBPARAGRAPH 3 OF
16 THIS SUBPARAGRAPH SHALL BE SHARED EQUALLY BY THE PARTIES.

17 5. A LABOR ORGANIZATION SHALL BE DEEMED
18 DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY
19 EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE CORRECTIONAL OFFICERS
20 INDICATING THE DESIRE OF THE CORRECTIONAL OFFICERS TO DECERTIFY THE
21 LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE
22 CORRECTIONAL OFFICERS SUBJECT TO THIS PARAGRAPH.

23 (IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE
24 REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH, THE
25 CERTIFIED LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY EXECUTIVE
26 SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN
27 GOOD FAITH ON OR BEFORE NOVEMBER 1 OF THE YEAR IMMEDIATELY PRECEDING
28 THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT.

29 2. THE CERTIFIED LABOR ORGANIZATION, THE
30 SHERIFF, AND THE COUNTY EXECUTIVE SHALL MAKE EVERY REASONABLE EFFORT
31 TO CONCLUDE NEGOTIATIONS ON OR BEFORE JANUARY 15 OF THE YEAR IN WHICH
32 A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO ALLOW FOR
33 INCLUSION BY THE SHERIFF OF MATTERS AGREED ON IN ITS BUDGET REQUEST TO
34 THE COUNTY EXECUTIVE.

35 3. A. IF THE CERTIFIED LABOR ORGANIZATION, THE
36 SHERIFF, AND THE COUNTY EXECUTIVE ARE UNABLE TO REACH AN AGREEMENT

1 BEFORE FEBRUARY 5 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
2 AGREEMENT IS TO TAKE EFFECT, AN IMPASSE SHALL BE DEEMED TO HAVE BEEN
3 REACHED, EACH SIDE SHALL SUBMIT THEIR BEST AND FINAL OFFERS WITHIN 24
4 HOURS, AND WITHIN 5 DAYS AFTER AN IMPASSE IS REACHED THE DISPUTE, ALONG
5 WITH EACH SIDE'S BEST AND FINAL OFFER, SHALL BE SUBMITTED TO THE FEDERAL
6 MEDIATION AND CONCILIATION SERVICE.

7 B. THE MEDIATOR APPOINTED BY THE FEDERAL
8 MEDIATION AND CONCILIATION SERVICE SHALL MEET WITH THE PARTIES AND
9 MAKE WRITTEN FINDINGS OF FACT AND RECOMMENDATIONS FOR THE RESOLUTION
10 OF THE DISPUTE BY MARCH 1.

11 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR
12 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.

13 D. COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
14 RECOMMENDATIONS SHALL BE SENT TO THE SHERIFF, THE COUNTY EXECUTIVE,
15 AND CERTIFIED LABOR ORGANIZATION.

16 E. THE SHERIFF, THE COUNTY EXECUTIVE, AND
17 CERTIFIED LABOR ORGANIZATION SHALL MEET WITHIN 5 DAYS AFTER THE
18 CONCLUSION OF THE MEDIATION TO REACH A VOLUNTARY RESOLUTION OF THE
19 DISPUTE.

20 F. IF NO RESOLUTION IS REACHED UNDER
21 SUBSUBSUBPARAGRAPH E OF THIS SUBSUBPARAGRAPH, THE SHERIFF SHALL
22 SUBMIT TO THE COUNTY EXECUTIVE THE BEST AND FINAL OFFER OF EACH SIDE AND
23 THE MEDIATOR'S FINDINGS AND RECOMMENDATIONS AND THE COUNTY EXECUTIVE
24 SHALL REVIEW ALL THE MATERIALS BEFORE MAKING A BUDGET SUBMISSION FOR
25 THE SHERIFF'S OFFICE TO THE COUNTY COUNCIL.

26 4. A. ANY ADDITIONAL FUNDING REQUIRED AS A
27 RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT IS SUBJECT TO
28 APPROVAL BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

29 B. A REQUEST FOR ADDITIONAL FUNDING SHALL BE
30 SUBMITTED TO THE COUNTY EXECUTIVE BY THE SHERIFF WITHIN THE TIME
31 SCHEDULE PROVIDED IN THE AGREEMENT.

32 C. THE COUNTY EXECUTIVE AND COUNTY COUNCIL
33 MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING IN WHOLE OR IN
34 PART.

1 **D. IF ANY PART OF A REQUEST FOR ADDITIONAL**
2 **FUNDING IS REJECTED, THE ENTIRE AGREEMENT SHALL BE RETURNED TO THE**
3 **PARTIES FOR FURTHER BARGAINING, DURING WHICH EITHER PARTY MAY**
4 **RENEGOTIATE ALL OR PART OF THE AGREEMENT WITHIN THE LIMITS OF THE**
5 **FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL AND**
6 **WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.**

7 **(v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL**
8 **CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING**
9 **PROCESS.**

10 **2. A COLLECTIVE BARGAINING AGREEMENT MAY**
11 **CONTAIN A GRIEVANCE PROCEDURE THAT SHALL APPLY ONLY TO QUESTIONS**
12 **CONCERNING THE INTERPRETATION OR APPLICATION OF A SPECIFIC PROVISION OF**
13 **THE AGREEMENT.**

14 **3. A COLLECTIVE BARGAINING AGREEMENT REACHED**
15 **IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE**
16 **CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE**
17 **BARGAINING NEGOTIATIONS.**

18 **4. AN AGREEMENT MADE UNDER THIS SUBPARAGRAPH**
19 **MAY NOT IMPAIR THE RIGHT AND THE RESPONSIBILITY OF THE SHERIFF TO:**

20 **A. MAINTAIN THE ORDER AND EFFICIENCY OF THE**
21 **PUBLIC SERVICE ENTRUSTED TO THE SHERIFF AND TO OPERATE AND MANAGE THE**
22 **AFFAIRS OF THE OFFICE, INCLUDING ALL RIGHTS AND AUTHORITY HELD BY THE**
23 **SHERIFF PRIOR TO SIGNING A COLLECTIVE BARGAINING AGREEMENT EXCEPT**
24 **WHERE ABRIDGED BY AN EXPRESS PROVISION OF THE AGREEMENT;**

25 **B. DETERMINE THE PURPOSES AND OBJECTIVES OF**
26 **EACH OF THE SHERIFF'S CONSTITUENT OFFICES AND DEPARTMENTS;**

27 **C. SET THE STANDARDS OF SERVICES TO BE OFFERED**
28 **TO THE PUBLIC;**

29 **D. DETERMINE AND SET WORK PROJECTS, TOURS OF**
30 **DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, PERSONNEL, AND OTHER**
31 **RESOURCES BY WHICH OPERATIONS ARE CONDUCTED;**

32 **E. DETERMINE AND SET TECHNOLOGY NEEDS,**
33 **INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF FACILITIES;**

1 F. EXERCISE CONTROL AND DISCRETION OVER THE
2 SHERIFF'S OFFICE AND OPERATIONS;

3 G. HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN
4 CORRECTIONAL OFFICERS IN POSITIONS WITHIN THE OFFICE;

5 H. ESTABLISH WORK RULES;

6 I. DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY
7 OTHER APPROPRIATE DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE
8 AND IN ACCORDANCE WITH THE COUNTY CHARTER AND OTHER APPLICABLE LAW;

9 J. DETERMINE THE MISSION, BUDGET, ORGANIZATION,
10 NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF CORRECTIONAL OFFICERS
11 ASSIGNED, THE SERVICES TO BE RENDERED, OPERATIONS TO BE PERFORMED, AND
12 THE TECHNOLOGY TO BE USED;

13 K. SET THE STANDARDS OF SERVICE AND EXERCISE
14 CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK
15 SHIFTS AND THE NUMBER OF CORRECTIONAL OFFICERS ON EACH SHIFT;

16 L. DETERMINE AND SET THE QUALIFICATIONS OF
17 CORRECTIONAL OFFICERS FOR APPOINTMENT AND PROMOTIONS;

18 M. SET THE STANDARDS OF PERFORMANCE,
19 APPEARANCE, AND CONDUCT;

20 N. JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS;

21 O. CREATE, ELIMINATE, OR CONSOLIDATE JOB
22 CLASSIFICATIONS, DEPARTMENTS, OR OPERATIONS; AND

23 P. CONTROL AND REGULATE THE USE OF ALL
24 EQUIPMENT AND OTHER PROPERTY OF THE COUNTY.

25 5. A COLLECTIVE BARGAINING AGREEMENT IS NOT
26 EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE
27 CORRECTIONAL OFFICERS IN THE BARGAINING UNIT AND APPROVED BY THE
28 SHERIFF.

29 (VI) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:

1 **1. AUTHORIZE OR OTHERWISE ALLOW A CORRECTIONAL**
2 **OFFICER TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL**
3 **AND PENSIONS ARTICLE; AND**

4 **2. RESTRICT IN ANY WAY THE AUTHORITY OF THE**
5 **COUNTY EXECUTIVE OR COUNTY COUNCIL TO DETERMINE THE BUDGET FOR THE**
6 **SHERIFF'S OFFICE.**

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
8 1, 2017.