

HOUSE BILL 540

D2

9lr1427
CF SB 511

By: **Cecil County Delegation**

Introduced and read first time: February 4, 2019

Assigned to: Appropriations

Committee Report: Favorable

House action: Adopted

Read second time: March 12, 2019

CHAPTER _____

1 AN ACT concerning

2 **Cecil County – Correctional Deputy Sheriffs – Collective Bargaining**

3 FOR the purpose of authorizing certain correctional deputy sheriffs in the Office of the
4 Sheriff of Cecil County to take part in or refrain from taking part in forming, joining,
5 supporting, or participating in a labor organization and certain activities relating to
6 the labor organization for the purpose of engaging in collective bargaining with the
7 Sheriff and the County Executive of Cecil County; authorizing a certain labor
8 organization to engage in collective bargaining with the Sheriff and the County
9 Executive on behalf of certain correctional deputy sheriffs; making technical and
10 conforming changes; providing for the effective date of certain provisions of this Act;
11 providing for the termination of certain provisions of this Act; and generally relating
12 to collective bargaining and certain sworn correctional deputy sheriffs in the Office
13 of the Sheriff of Cecil County.

14 BY repealing and reenacting, with amendments,
15 Article – Courts and Judicial Proceedings
16 Section 2–309(i)(4)
17 Annotated Code of Maryland
18 (2013 Replacement Volume and 2018 Supplement)

19 BY repealing and reenacting, without amendments,
20 Article – Courts and Judicial Proceedings
21 Section 2–321(a)
22 Annotated Code of Maryland
23 (2013 Replacement Volume and 2018 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



(As enacted by Chapter ____ (S.B. 206) of the Acts of the General Assembly of 2019)

BY repealing and reenacting, with amendments,

Article – Courts and Judicial Proceedings

Section 2–321(h)

Annotated Code of Maryland

(2013 Replacement Volume and 2018 Supplement)

(As enacted by Chapter ____ (S.B. 206) of the Acts of the General Assembly of 2019)

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

Article – Courts and Judicial Proceedings

2–309.

(i) (4) (i) 1. Except as provided in subparagraph 2 of this subparagraph, this paragraph applies only to all full-time sworn law enforcement deputy sheriffs in the Office of the Sheriff of Cecil County at the rank of [Captain] CAPTAIN and below **AND TO ALL FULL-TIME SWORN CORRECTIONAL DEPUTY SHERIFFS IN THE OFFICE OF THE SHERIFF OF CECIL COUNTY AT THE RANK OF LIEUTENANT AND BELOW.**

2. This paragraph does not apply to the chief deputy sheriff, community corrections director, detention center director, detention center deputy director, or law enforcement director in the Office of the Sheriff of Cecil County.

(ii) 1. A full-time sworn law enforcement deputy sheriff at the rank of [Captain] CAPTAIN and below may:

[1.] A. Take part in or refrain from taking part in forming, joining, supporting, or participating in a labor organization or its lawful activities;

[2.] B. Select a labor organization as the exclusive representative of the **LAW ENFORCEMENT** deputy sheriffs subject to this paragraph;

[3.] C. Engage in collective bargaining with the Sheriff and the County Executive of Cecil County, or the designee of the Sheriff and the County Executive, concerning wages, benefits, and any working conditions that are not included in subparagraph (v)4A of this paragraph through a labor organization certified as the exclusive representative of the **LAW ENFORCEMENT** deputy sheriffs subject to this paragraph;

[4.] D. Subject to item [2] B of this [subparagraph] **SUBSUBPARAGRAPH**, enter into a collective bargaining agreement, through the exclusive representative of the **LAW ENFORCEMENT** deputy sheriffs subject to this paragraph,

1 covering the wages, benefits, and other working conditions of the **LAW ENFORCEMENT**
2 deputy sheriffs subject to this paragraph, to the extent that the agreement does not impair
3 the rights of the Sheriff set forth in subparagraph (v)4 of this paragraph; and

4 **[5.] E.** Decertify a labor organization as the exclusive
5 representative of the **LAW ENFORCEMENT** deputy sheriffs subject to this paragraph.

6 **2. A FULL-TIME SWORN CORRECTIONAL DEPUTY**
7 **SHERIFF AT THE RANK OF LIEUTENANT AND BELOW MAY:**

8 **A. 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 **B. SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE**
12 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**
13 **PARAGRAPH;**

14 **C. ENGAGE IN COLLECTIVE BARGAINING WITH THE**
15 **SHERIFF AND THE COUNTY EXECUTIVE OF CECIL COUNTY, OR THE DESIGNEE OF**
16 **THE SHERIFF AND THE COUNTY EXECUTIVE, CONCERNING WAGES, BENEFITS, AND**
17 **ANY WORKING CONDITIONS THAT ARE NOT INCLUDED IN SUBPARAGRAPH (V)4A OF**
18 **THIS PARAGRAPH THROUGH A LABOR ORGANIZATION CERTIFIED AS THE EXCLUSIVE**
19 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**
20 **PARAGRAPH;**

21 **D. SUBJECT TO ITEM B OF THIS SUBSUBPARAGRAPH,**
22 **ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE**
23 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**
24 **PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER WORKING CONDITIONS**
25 **OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, TO THE**
26 **EXTENT THAT THE AGREEMENT DOES NOT IMPAIR THE RIGHTS OF THE SHERIFF SET**
27 **FORTH IN SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND**

28 **E. DECERTIFY A LABOR ORGANIZATION AS THE**
29 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT**
30 **TO THIS PARAGRAPH.**

31 (iii) 1. **A.** A labor organization seeking certification as an
32 exclusive representative **OF THE SWORN LAW ENFORCEMENT DEPUTY SHERIFFS** must
33 submit a petition to the Sheriff and the County Executive that is signed by more than 50%
34 of the sworn law enforcement deputy sheriffs at the rank of [Captain] **CAPTAIN** and below
35 indicating the desire of the **LAW ENFORCEMENT** deputy sheriffs subject to this paragraph
36 to be represented exclusively by the labor organization for the purpose of collective

1 bargaining.

2 **B. A LABOR ORGANIZATION SEEKING CERTIFICATION AS**
3 **AN EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS MUST**
4 **SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED**
5 **BY MORE THAN 50% OF THE SWORN CORRECTIONAL DEPUTY SHERIFFS AT THE RANK**
6 **OF LIEUTENANT AND BELOW INDICATING THE DESIRE OF THE CORRECTIONAL**
7 **DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED**
8 **EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE**
9 **BARGAINING.**

10 2. If the Sheriff and the County Executive do not challenge
11 the validity of the petition within 20 calendar days following the receipt of the petition, the
12 labor organization shall be deemed certified as the exclusive representative.

13 3. If the Sheriff or the County Executive challenge the
14 validity of the petition, the American Arbitration Association shall appoint a neutral third
15 party to conduct an election and to certify whether the labor organization has been selected
16 as the exclusive representative by a majority of the votes cast in the election.

17 4. The costs associated with the appointment of a neutral
18 third party shall be shared equally by the parties.

19 5. **A.** A labor organization shall be deemed decertified if
20 a petition is submitted to the Sheriff and the County Executive that is signed by more than
21 50% of the full-time sworn law enforcement deputy sheriffs at the rank of [Captain]
22 **CAPTAIN** and below indicating the desire of the **LAW ENFORCEMENT** deputy sheriffs to
23 decertify the labor organization as the exclusive representative of the **LAW ENFORCEMENT**
24 deputy sheriffs subject to this paragraph.

25 **B. A LABOR ORGANIZATION SHALL BE DEEMED**
26 **DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY**
27 **EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE FULL-TIME SWORN**
28 **CORRECTIONAL DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW**
29 **INDICATING THE DESIRE OF THE CORRECTIONAL DEPUTY SHERIFFS TO DECERTIFY**
30 **THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE**
31 **CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH.**

32 (iv) 1. Following certification of an exclusive representative as
33 provided in subparagraph (iii) of this paragraph, the certified labor organization and the
34 Sheriff and the County Executive shall meet at reasonable times and engage in collective
35 bargaining in good faith.

36 2. The certified labor organization, the Sheriff, and the
37 County Executive shall make every reasonable effort to conclude negotiations on or before

1 February 15 of the year in which a collective bargaining agreement is to take effect to allow
2 for inclusion by the Sheriff of matters agreed [upon] ON in its budget request to the County
3 Council.

4 3. A. If the certified labor organization and the Sheriff
5 and the County Executive are unable to reach an agreement before the date set forth in
6 subparagraph 2 of this subparagraph, either the certified labor organization or the
7 Sheriff and the County Executive may seek nonbinding mediation through the Federal
8 Mediation and Conciliation Service.

9 B. A party seeking nonbinding mediation under
10 subparagraph A of this subparagraph shall give written notice to the other party
11 and to the Federal Mediation and Conciliation Service at least 15 days prior to the start of
12 the first mediation meeting.

13 C. The costs associated with the mediator or mediation
14 process shall be shared equally by the parties.

15 D. The certified labor organization, the Sheriff, and the
16 County Executive shall engage in nonbinding mediation for at least 30 days unless they
17 mutually agree in writing to termination or extension of the mediation or reach an
18 agreement.

19 E. The contents of the mediation proceedings may not be
20 disclosed by any of the parties or the mediator.

21 4. The County Council shall enact a local ordinance that
22 allows for nonbinding arbitration if the certified labor organization, the Sheriff, and the
23 County Executive are unable to reach an agreement through mediation under
24 subparagraph 3 of this subparagraph.

25 (v) 1. A collective bargaining agreement shall contain all
26 matters of agreement reached in the collective bargaining process.

27 2. A collective bargaining agreement may contain a
28 grievance procedure providing for binding arbitration of grievances in reference to a labor
29 contract, including grievances related to interpretation or breach of contract.

30 3. A collective bargaining agreement reached in accordance
31 with this paragraph shall be in writing and signed by the certified representatives of the
32 parties involved in the collective bargaining negotiations.

33 4. Except as provided in the code and regulations of Cecil
34 County, the provisions of this subparagraph and any agreement made under it may not
35 impair the right and the responsibility of the Sheriff to:

36 A. Determine the mission, budget, organization, numbers,

1 types, classes, grades, and ranks of deputy sheriffs assigned, the services to be rendered,
2 operations to be performed, and the technology to be used;

3 B. Set the standards of service and exercise control over
4 operations, including the rights to determine work shifts and the number of deputy sheriffs
5 on each shift;

6 C. Assign and retain deputy sheriffs in positions within the
7 office;

8 D. Determine and set work projects, tours of duty, schedules,
9 assignments, and methods, means, and personnel by which operations are conducted;

10 E. Determine and set technology needs, internal security
11 practices, equipment, and the location of facilities;

12 F. Maintain and improve the efficiency and effectiveness of
13 operations;

14 G. Hire, direct, supervise, promote, demote, discipline,
15 assign, and with reasonable cause discharge full-time sworn law enforcement deputy
16 sheriffs, with the exception that the promotional process for **LAW ENFORCEMENT** deputy
17 sheriffs up to the rank of [Captain] **CAPTAIN** and the number and composition of trial
18 boards for the discipline process for **LAW ENFORCEMENT** deputy sheriffs at the rank of
19 [Captain] **CAPTAIN** and below are subject to collective bargaining;

20 H. **HIRE, DIRECT, SUPERVISE, PROMOTE, DEMOTE,**
21 **DISCIPLINE, ASSIGN, AND WITH REASONABLE CAUSE DISCHARGE FULL-TIME SWORN**
22 **CORRECTIONAL DEPUTY SHERIFFS, WITH THE EXCEPTION THAT THE PROMOTIONAL**
23 **PROCESS FOR CORRECTIONAL DEPUTY SHERIFFS UP TO THE RANK OF LIEUTENANT**
24 **AND THE NUMBER AND COMPOSITION OF TRIAL BOARDS FOR THE DISCIPLINE**
25 **PROCESS FOR DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW ARE**
26 **SUBJECT TO COLLECTIVE BARGAINING;**

27 I. Determine and set the qualifications of deputy sheriffs for
28 appointment and promotions; and

29 [I.] J. Determine and set the standards of conduct, and with
30 consultation and input from the certified labor organization, adopt rules, orders, policies,
31 regulations, and procedures on mutually agreed on subjects.

32 5. A collective bargaining agreement is not effective until it
33 is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and
34 approved by the Sheriff, the County Executive, and the County Council.

35 (vi) Nothing in this paragraph may be construed to:

1 1. Authorize or otherwise allow a deputy sheriff to engage in
2 a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

3 2. Authorize the collection of mandatory membership fees
4 from nonmembers of the employee organization.

5 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
6 as follows:

7 **Article – Courts and Judicial Proceedings**

8 2–321.

9 (a) This section applies only in Cecil County.

10 (h) (1) (i) Except as provided in subparagraph (ii) of this paragraph, this
11 subsection applies only to all full–time sworn law enforcement deputy sheriffs in the Office
12 of the Sheriff of Cecil County at the rank of [Captain] CAPTAIN and below **AND TO ALL**
13 **FULL–TIME SWORN CORRECTIONAL DEPUTY SHERIFFS IN THE OFFICE OF THE**
14 **SHERIFF OF CECIL COUNTY AT THE RANK OF LIEUTENANT AND BELOW.**

15 (ii) This subsection does not apply to the chief deputy sheriff,
16 community corrections director, detention center director, detention center deputy director,
17 or law enforcement director in the Office of the Sheriff of Cecil County.

18 (2) **(I)** A full–time sworn law enforcement deputy sheriff at the rank of
19 **[Captain] CAPTAIN** and below may:

20 **[(i)] 1.** Take part in or refrain from taking part in forming,
21 joining, supporting, or participating in a labor organization or its lawful activities;

22 **[(ii)] 2.** Select a labor organization as the exclusive representative
23 of the **LAW ENFORCEMENT** deputy sheriffs subject to this subsection;

24 **[(iii)] 3.** Engage in collective bargaining with the Sheriff and the
25 County Executive of Cecil County, or the designee of the Sheriff and the County Executive,
26 concerning wages, benefits, and any working conditions that are not included in paragraph
27 (5)(iv)1 of this subsection through a labor organization certified as the exclusive
28 representative of the **LAW ENFORCEMENT** deputy sheriffs subject to this subsection;

29 **[(iv)] 4.** Subject to item **[(ii)] 2** of this **[paragraph]**
30 **SUBPARAGRAPH**, enter into a collective bargaining agreement, through the exclusive
31 representative of the deputy sheriffs subject to this subsection, covering the wages, benefits,
32 and other working conditions of the **LAW ENFORCEMENT** deputy sheriffs subject to this
33 subsection, to the extent that the agreement does not impair the rights of the Sheriff set

1 forth in paragraph (5)(iv) of this subsection; and

2 **[(v)] 5.** Decertify a labor organization as the exclusive
3 representative of the LAW ENFORCEMENT deputy sheriffs subject to this subsection.

4 **(II) A FULL-TIME SWORN CORRECTIONAL DEPUTY SHERIFF AT**
5 **THE RANK OF LIEUTENANT AND BELOW MAY:**

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

9 **2. SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE**
10 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**
11 **PARAGRAPH;**

12 **3. ENGAGE IN COLLECTIVE BARGAINING WITH THE**
13 **SHERIFF AND THE COUNTY EXECUTIVE OF CECIL COUNTY, OR THE DESIGNEE OF**
14 **THE SHERIFF AND THE COUNTY EXECUTIVE, CONCERNING WAGES, BENEFITS, AND**
15 **ANY WORKING CONDITIONS THAT ARE NOT INCLUDED IN PARAGRAPH (5)(IV)1 OF**
16 **THIS SUBSECTION THROUGH A LABOR ORGANIZATION CERTIFIED AS THE**
17 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT**
18 **TO THIS PARAGRAPH;**

19 **4. SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH, ENTER**
20 **INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE**
21 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**
22 **PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER WORKING CONDITIONS**
23 **OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, TO THE**
24 **EXTENT THAT THE AGREEMENT DOES NOT IMPAIR THE RIGHTS OF THE SHERIFF SET**
25 **FORTH IN PARAGRAPH (5)(IV)1 OF THIS SUBSECTION; AND**

26 **5. DECERTIFY A LABOR ORGANIZATION AS THE**
27 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT**
28 **TO THIS PARAGRAPH.**

29 **(3) (i) 1.** A labor organization seeking certification as an exclusive
30 representative **OF THE SWORN LAW ENFORCEMENT DEPUTY SHERIFFS** must submit a
31 petition to the Sheriff and the County Executive that is signed by more than 50% of the
32 sworn law enforcement deputy sheriffs at the rank of **[Captain] CAPTAIN** and below
33 indicating the desire of the deputy sheriffs subject to this subsection to be represented
34 exclusively by the labor organization for the purpose of collective bargaining.

35 **2. A LABOR ORGANIZATION SEEKING CERTIFICATION AS**

1 AN EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS MUST
2 SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED
3 BY MORE THAN 50% OF THE SWORN CORRECTIONAL DEPUTY SHERIFFS AT THE RANK
4 OF LIEUTENANT AND BELOW INDICATING THE DESIRE OF THE CORRECTIONAL
5 DEPUTY SHERIFFS SUBJECT TO THIS SUBSECTION TO BE REPRESENTED
6 EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE
7 BARGAINING.

8 (ii) If the Sheriff and the County Executive do not challenge the
9 validity of the petition within 20 calendar days following the receipt of the petition, the
10 labor organization shall be deemed certified as the exclusive representative.

11 (iii) If the Sheriff or the County Executive challenge the validity of
12 the petition, the American Arbitration Association shall appoint a neutral third party to
13 conduct an election and to certify whether the labor organization has been selected as the
14 exclusive representative by a majority of the votes cast in the election.

15 (iv) The costs associated with the appointment of a neutral third
16 party shall be shared equally by the parties.

17 (v) 1. A labor organization shall be deemed decertified if a
18 petition is submitted to the Sheriff and the County Executive that is signed by more than
19 50% of the full-time sworn law enforcement deputy sheriffs at the rank of [Captain]
20 CAPTAIN and below indicating the desire of the LAW ENFORCEMENT deputy sheriffs to
21 decertify the labor organization as the exclusive representative of the LAW ENFORCEMENT
22 deputy sheriffs subject to this subsection.

23 2. A LABOR ORGANIZATION SHALL BE DEEMED
24 DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY
25 EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE FULL-TIME SWORN
26 CORRECTIONAL DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW
27 INDICATING THE DESIRE OF THE CORRECTIONAL DEPUTY SHERIFFS TO DECERTIFY
28 THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE
29 CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS SUBSECTION.

30 (4) (i) Following certification of an exclusive representative as provided
31 in paragraph (3) of this subsection, the certified labor organization and the Sheriff and the
32 County Executive shall meet at reasonable times and engage in collective bargaining in
33 good faith.

34 (ii) The certified labor organization, the Sheriff, and the County
35 Executive shall make every reasonable effort to conclude negotiations on or before February
36 15 of the year in which a collective bargaining agreement is to take effect to allow for
37 inclusion by the Sheriff of matters agreed on in its budget request to the County Council.

1 (iii) 1. If the certified labor organization and the Sheriff and the
2 County Executive are unable to reach an agreement before the date set forth in
3 subparagraph (ii) of this paragraph, either the certified labor organization or the Sheriff
4 and the County Executive may seek nonbinding mediation through the Federal Mediation
5 and Conciliation Service.

6 2. A party seeking nonbinding mediation under
7 subsubparagraph 1 of this subparagraph shall give written notice to the other party and to
8 the Federal Mediation and Conciliation Service at least 15 days prior to the start of the
9 first mediation meeting.

10 3. The costs associated with the mediator or mediation
11 process shall be shared equally by the parties.

12 4. The certified labor organization, the Sheriff, and the
13 County Executive shall engage in nonbinding mediation for at least 30 days unless they
14 mutually agree in writing to termination or extension of the mediation or reach an
15 agreement.

16 5. The contents of the mediation proceedings may not be
17 disclosed by any of the parties or the mediator.

18 (iv) The County Council shall enact a local ordinance that allows for
19 nonbinding arbitration if the certified labor organization, the Sheriff, and the County
20 Executive are unable to reach an agreement through mediation under subparagraph (iii) of
21 this paragraph.

22 (5) (i) A collective bargaining agreement shall contain all matters of
23 agreement reached in the collective bargaining process.

24 (ii) A collective bargaining agreement may contain a grievance
25 procedure providing for binding arbitration of grievances in reference to a labor contract,
26 including grievances related to interpretation or breach of contract.

27 (iii) A collective bargaining agreement reached in accordance with
28 this subsection shall be in writing and signed by the certified representatives of the parties
29 involved in the collective bargaining negotiations.

30 (iv) Except as provided in the code and regulations of the county, the
31 provisions of this paragraph and any agreement made under it may not impair the right
32 and the responsibility of the Sheriff to:

33 1. Determine the mission, budget, organization, numbers,
34 types, classes, grades, and ranks of deputy sheriffs assigned, the services to be rendered,
35 operations to be performed, and the technology to be used;

36 2. Set the standards of service and exercise control over

1 operations, including the rights to determine work shifts and the number of deputy sheriffs
2 on each shift;

3 3. Assign and retain deputy sheriffs in positions within the
4 office;

5 4. Determine and set work projects, tours of duty, schedules,
6 assignments, and methods, means, and personnel by which operations are conducted;

7 5. Determine and set technology needs, internal security
8 practices, equipment, and the location of facilities;

9 6. Maintain and improve the efficiency and effectiveness of
10 operations;

11 7. Hire, direct, supervise, promote, demote, discipline,
12 assign, and with reasonable cause discharge full-time sworn law enforcement deputy
13 sheriffs, with the exception that the promotional process for **LAW ENFORCEMENT** deputy
14 sheriffs up to the rank of [Captain] **CAPTAIN** and the number and composition of trial
15 boards for the discipline process for **LAW ENFORCEMENT** deputy sheriffs at the rank of
16 [Captain] **CAPTAIN** and below are subject to collective bargaining;

17 8. **HIRE, DIRECT, SUPERVISE, PROMOTE, DEMOTE,**
18 **DISCIPLINE, ASSIGN, AND WITH REASONABLE CAUSE DISCHARGE FULL-TIME SWORN**
19 **CORRECTIONAL DEPUTY SHERIFFS, WITH THE EXCEPTION THAT THE PROMOTIONAL**
20 **PROCESS FOR CORRECTIONAL DEPUTY SHERIFFS UP TO THE RANK OF LIEUTENANT**
21 **AND THE NUMBER AND COMPOSITION OF TRIAL BOARDS FOR THE DISCIPLINE**
22 **PROCESS FOR DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW ARE**
23 **SUBJECT TO COLLECTIVE BARGAINING;**

24 9. Determine and set the qualifications of deputy sheriffs for
25 appointment and promotions; and

26 [9.] 10. Determine and set the standards of conduct, and
27 with consultation and input from the certified labor organization, adopt rules, orders,
28 policies, regulations, and procedures on mutually agreed on subjects.

29 (v) A collective bargaining agreement is not effective until it is
30 ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and
31 approved by the Sheriff, the County Executive, and the County Council.

32 (6) Nothing in this subsection may be construed to:

33 (i) Authorize or otherwise allow a deputy sheriff to engage in a
34 strike as defined in § 3-303 of the State Personnel and Pensions Article; and

1 (ii) Authorize the collection of mandatory membership fees from
2 nonmembers of the employee organization.

3 SECTION 3. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall take
4 effect on the taking effect of Chapter ____ (S.B. 206) of the Acts of the General Assembly
5 of 2019. If Section 2 of this Act takes effect, Section 1 of this Act shall be abrogated and of
6 no further force and effect.

7 SECTION 4. AND BE IT FURTHER ENACTED, That, subject to the provisions of
8 Section 3 of this Act, this Act shall take effect October 1, 2019.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.