
By: Prince George's County Delegation

Introduced and read first time: February 2, 1996

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County Sheriff's Office - Collective Bargaining**

3 **PG 318-96**

4 FOR the purpose of altering collective bargaining provisions affecting certain employees
5 of the Prince George's County Sheriff's office to expand the matterssubject to
6 collective bargaining; providing for the participation of the CountyExecutive and
7 Sheriff in the collective bargaining process; and generally relatingto the collective
8 bargaining process for employees in the Prince George's County Sheriff's office.

9 BY repealing and reenacting, without amendments,
10 Article - Courts and Judicial Proceedings
11 Section 2-309(r)(1) through (3), (5), and (6)
12 Annotated Code of Maryland
13 (1995 Replacement Volume and 1995 Supplement)

14 BY repealing and reenacting, with amendments,
15 Article - Courts and Judicial Proceedings
16 Section 2-309(r)(4) and (7)
17 Annotated Code of Maryland
18 (1995 Replacement Volume and 1995 Supplement)

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

21 **Article - Courts and Judicial Proceedings**

22 2-309.

23 (r) (1) The Sheriff of Prince George's County shall:

24 (i) Receive an annual salary of \$83,000;

25 (ii) Be provided with an automobile during the term as Sheriff for the
26 use and work of the Sheriff's office, with adequate maintenance and insurance for the
27 automobile to be at the cost of the county; and

1 (iii) Receive not more than \$2,500 per year for expenses incurred in
2 performing the duties of Sheriff, including training and education, an accounting of which
3 shall be submitted to the County Director of Finance for approval.

4 (2) (i) The Sheriff of Prince George's County shall be provided with 4
5 full-time assistant sheriffs, and all assistant sheriffs shall be selected and appointed by the
6 Sheriff and serve at the Sheriff's pleasure. One of the assistant sheriffs shall be appointed
7 as the chief assistant sheriff. The assistant sheriffs shall be considered line officers, if so
8 designated by the Sheriff.

9 (ii) Each assistant sheriff shall:

10 1. Be provided with an automobile for so long as they shall
11 remain appointed assistant sheriff, for the use and work of the office of Sheriff, with
12 adequate maintenance and insurance of the automobile to be at the expense of the
13 county; and

14 2. Be provided with an expense allowance of not more than
15 \$1,500 annually, an accounting of which shall be submitted to the County Director of
16 Finance for approval.

17 (iii) Each assistant sheriff may participate in the supplemental
18 retirement program provided to deputy sheriffs by the county.

19 (iv) The assistant sheriffs shall devote their full time and attention to
20 the office of Sheriff.

21 (v) The chief assistant sheriff shall receive an annual salary of \$59,000.

22 (vi) The Sheriff and the assistant sheriffs shall be provided with an
23 annual clothing allowance equal to that which is provided to deputy sheriffs of all ranks
24 for the procurement, care, and upkeep of clothing and leather goods, and administered
25 for that purpose.

26 (vii) 1. Except as provided in sub-subparagraph 2 of this
27 subparagraph, the Sheriff, chief assistant sheriff, and assistant sheriffs shall receive each
28 benefit, other than salary increases, that is negotiated for the deputy sheriffs by the
29 Deputy Sheriffs' Association and granted to the management team of the Prince George's
30 County Sheriff's office.

31 2. Any additional or increased benefit does not apply to the
32 incumbent Sheriff, but shall take effect at the beginning of the next following term of
33 office.

34 (3) In addition to the assistant sheriffs, the Sheriff of Prince George's
35 County shall be provided with the number of full-time employees, including civilian
36 employees and commissioned deputy sheriffs, as is deemed necessary and appropriate to
37 carry out the duties and discharge of the Sheriff's office. The cost and expense of the
38 positions of the full-time employees, including the salaries, shall be provided for in the
39 budget of the county.

40 (4) All full-time civilian employees shall be subject to the county personnel
41 law. Civilian employees shall have the right to organize and bargain collectively. Civilian

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1 employees shall be subject to the Prince George's County labor code with regard to
2 collective bargaining for compensation [and], fringe benefits, HOURS, AND OTHER
3 TERMS AND CONDITIONS OF EMPLOYMENT. The County Executive shall be considered
4 the employer of the civilian employees for the purpose of collective bargaining only FOR
5 COMPENSATION AND FRINGE BENEFITS. THE SHERIFF SHALL BE CONSIDERED THE
6 EMPLOYER FOR PURPOSES OF COLLECTIVE BARGAINING FOR HOURS AND OTHER
7 TERMS AND CONDITIONS OF EMPLOYMENT.

8 (5) With the exception of the assistant sheriffs, all full-timedeputy sheriffs
9 of all ranks, provided for the Sheriff in the budget of the county, upon commencement of
10 any position in the Sheriff's department may be required by the Sheriff to serve a
11 probationary period of 12 months. The probationary period may be extended by the
12 Sheriff for reasonable cause. During the probationary period, the determination of the
13 employee's qualifications and ability to serve in the position of a permanent,
14 nonprobationary employee shall be within the exclusive discretion of the Sheriff. All
15 probationary commissioned deputy sheriffs shall be required to completethe minimum
16 number of hours as mandated to other law enforcement agencies, as set by the Maryland
17 Police Training Commission.

18 (6) (i) With the exception of the assistant sheriffs, all commissioned
19 full-time employees, including deputy sheriffs of all ranks, that are provided for by the
20 Sheriff in the budget of the county, shall be subject to the county personnel law.

21 (ii) The assistant sheriffs shall receive an annual salaryof \$58,000.

22 (7) All nonprobationary commissioned full-time employees, including
23 deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of Rights.
24 They are also subject to the labor code of the county with regard to collective bargaining
25 for compensation, including pension and other fringe benefits, HOURS, AND OTHER
26 TERMS OF EMPLOYMENT. The County Executive shall be considered the "employer" of
27 the deputy sheriffs for the purpose of collective bargaining only FOR COMPENSATION,
28 PENSION, AND OTHER FRINGE BENEFITS. THE SHERIFF SHALL BE CONSIDERED THE
29 EMPLOYER FOR PURPOSES OF COLLECTIVE BARGAINING FOR HOURS AND OTHER
30 TERMS AND CONDITIONS OF EMPLOYMENT.

31 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
32 October 1, 1996.