
By: **Montgomery County Delegation**

Introduced and read first time: February 8, 2006

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 14, 2006

CHAPTER _____

1 AN ACT concerning

2 **Montgomery County - Sheriff's Office - Collective Bargaining**
 3 **MC 601-06**

4 FOR the purpose of requiring that an extension of the probationary period of certain
 5 deputy sheriffs by the Montgomery County Sheriff be in accordance with any
 6 applicable collective bargaining agreement; requiring that the Sheriff's
 7 discretion to make certain determinations be subject to an applicable collective
 8 bargaining agreement; requiring that the Sheriff's rights and responsibilities to
 9 make certain decisions be subject to certain provisions of the Montgomery
 10 County Code and personnel regulations; requiring that the Sheriff's rights and
 11 responsibilities to make a certain decision be subject to any applicable provision
 12 of the Montgomery County Code; requiring that the Sheriff's rights and
 13 responsibilities to make a certain decision be subject to any applicable provision
 14 of the Montgomery County Code and any applicable collective bargaining
 15 agreement; requiring that certain personnel appointed by the Sheriff be subject
 16 to an applicable collective bargaining agreement under certain circumstances;
 17 expanding collective bargaining rights to certain deputy sheriffs in Montgomery
 18 County; providing that certain terms and conditions of employment set forth in
 19 a certain collective bargaining agreement shall be applicable to Montgomery
 20 County Sheriff employees except under certain circumstances; providing that
 21 the Sheriff may bargain only over certain matters under certain circumstances;
 22 providing that there is only one collective bargaining agreement covering both
 23 Montgomery County government employees and Montgomery County Sheriff
 24 employees; providing that certain disputes shall be resolved by the Labor
 25 Relations Administrator of Montgomery County; ~~excluding a certain agreement~~
 26 ~~from the requirement that the rights and responsibilities of the Sheriff may not~~
 27 ~~be impaired in a certain manner; repealing a provision that specifies that~~

1 certain rights and responsibilities of the Sheriff are considered a part of each
 2 collective bargaining agreement reached by the Sheriff and an employee
 3 organization; requiring that each deputy sheriff whose duty assignment
 4 requires the use of a motor vehicle be reimbursed in an amount set forth in an
 5 applicable collective bargaining agreement; specifying the intent of the General
 6 Assembly; making certain conforming changes; and generally relating to
 7 collective bargaining rights and the Sheriff's Office of Montgomery County.

8 BY repealing and reenacting, with amendments,
 9 Article - Courts and Judicial Proceedings
 10 Section 2-309(q)
 11 Annotated Code of Maryland
 12 (2002 Replacement Volume and 2005 Supplement)

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

15 **Article - Courts and Judicial Proceedings**

16 2-309.

17 (q) (1) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO:

18 (I) PROTECT THE RIGHT TO BARGAIN OF THE MONTGOMERY
 19 COUNTY EXECUTIVE AND THE MONTGOMERY COUNTY SHERIFF;

20 ~~(II) PRESERVE THE MASTER AGREEMENT BETWEEN THE~~
 21 ~~MONTGOMERY COUNTY GOVERNMENT AND THE MUNICIPAL AND COUNTY~~
 22 ~~GOVERNMENT EMPLOYEES ORGANIZATION UNITED FOOD AND COMMERCIAL~~
 23 ~~WORKERS LOCAL 1994; AND~~

24 ~~(III) ENSURE THAT AN AGREEMENT BETWEEN THE MONTGOMERY~~
 25 ~~COUNTY SHERIFF'S OFFICE AND THE EXCLUSIVE BARGAINING REPRESENTATIVE OF~~
 26 ~~MONTGOMERY COUNTY EMPLOYEES BE INCLUDED IN AN APPENDIX IN THE MASTER~~
 27 ~~AGREEMENT DESCRIBED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH.~~

28 (II) PRESERVE A SINGLE MASTER COLLECTIVE BARGAINING
 29 AGREEMENT TO THE EXTENT THAT A SINGLE EXCLUSIVE BARGAINING
 30 REPRESENTATIVE REPRESENTS MULTIPLE UNITS OF EMPLOYEES COVERED UNDER
 31 THE MONTGOMERY COUNTY COLLECTIVE BARGAINING LAW; AND

32 (III) STREAMLINE, FACILITATE, AND MAKE MORE EFFECTIVE THE
 33 COLLECTIVE BARGAINING PROCESS BY ENSURING THAT THERE SHALL BE A SINGLE
 34 COLLECTIVE BARGAINING AGREEMENT WITH BOTH THE MONTGOMERY COUNTY
 35 GOVERNMENT AND THE MONTGOMERY COUNTY SHERIFF'S OFFICE IF A SINGLE
 36 EXCLUSIVE BARGAINING REPRESENTATIVE REPRESENTS BOTH MONTGOMERY
 37 COUNTY GOVERNMENT EMPLOYEES AND MONTGOMERY COUNTY SHERIFF
 38 EMPLOYEES.

1 [(1)] (2) The Sheriff of Montgomery County shall receive a salary,
2 subject to § 35 of Article III of the Constitution, and an allowance for expenses, as the
3 County Council provides in its annual budget. The County Council shall provide an
4 automobile for the use of the Sheriff and his deputies for the general public work of
5 the office and the expense of operating the automobile shall be paid by the county.

6 [(2)] (3) (i) The Sheriff may appoint 2 full-time assistant sheriffs and
7 the number of deputies provided in the county budget.

8 (ii) The Sheriff shall also appoint the other clerical and
9 administrative employees provided in the county budget, all of whom shall be paid by
10 the county.

11 (iii) 1. With the exception of the assistant sheriffs, all full-time
12 deputy sheriffs of all ranks may, upon appointment, be required by the Sheriff to
13 serve a probationary period of 12 months following attainment of sworn status.

14 2. Civilian employees may, upon appointment, be required by
15 the Sheriff to serve a probationary period of 6 months.

16 3. The probationary period may be extended by the Sheriff
17 for reasonable cause IN ACCORDANCE WITH AN APPLICABLE COLLECTIVE
18 BARGAINING AGREEMENT.

19 4. During the probationary period, the determination of the
20 employee's qualifications and ability to serve in the position of a permanent,
21 nonprobationary employee shall be within the exclusive discretion of the Sheriff,
22 subject to the Montgomery County merit system {laws and personnel regulations}
23 ~~LAW, PERSONNEL REGULATIONS, AND APPLICABLE COLLECTIVE BARGAINING~~
24 ~~AGREEMENT.~~

25 [(3)] (4) (i) The Sheriff shall fix the compensation of, and may
26 discharge, the deputy sheriffs, and other employees appointed, subject to budget
27 limitations, the Montgomery County merit system law, personnel regulations, or
28 applicable collective bargaining agreement. The Sheriff shall fix the compensation of
29 the assistant sheriffs subject to budget limitations.

30 (ii) Except for the assistant sheriffs, personnel appointed by the
31 Sheriff shall be considered for all purposes as Montgomery County merit system
32 employees and subject to the Montgomery County merit system [law and personnel
33 regulations] ~~LAW, PERSONNEL REGULATIONS, AND APPLICABLE COLLECTIVE~~
34 ~~BARGAINING AGREEMENT.~~ Assistant sheriffs shall serve at the pleasure of the Sheriff
35 and shall meet the qualifications of the Maryland Police Training Commission
36 standards for law enforcement officers.

37 (iii) 1. Nonprobationary deputy sheriffs below the rank of
38 [sergeant] LIEUTENANT and nonprobationary civilian employees as defined in the
39 Montgomery County Code, § 33-102(4), shall have the right to organize and bargain
40 collectively in accordance with the Montgomery County Code, Chapter 33, Article VII,

1 with regard to compensation, pension for active employees, fringe benefits, hours, and
2 terms and conditions of employment, including performance evaluation procedures.

3 2. Employees, other than the assistant sheriffs, are subject to
4 the Montgomery County merit system law and personnel regulations and may be
5 excluded from those provisions only to the extent that the applicability of those
6 provisions is made the subject of collective bargaining.

7 3. A. As to the employees described in subsubparagraph 1
8 of this subparagraph, the Montgomery County Executive shall be considered the
9 employer of the employees under the Montgomery County Code, Chapter 33, Article
10 VII, only for the purpose of collective bargaining for compensation, pension, fringe
11 benefits, and hours.

12 B. IF A SINGLE BARGAINING REPRESENTATIVE REPRESENTS
13 BOTH MONTGOMERY COUNTY GOVERNMENT EMPLOYEES AND MONTGOMERY
14 COUNTY SHERIFF EMPLOYEES. ANY AND ALL TERMS AND CONDITIONS OF
15 EMPLOYMENT SET FORTH IN ANY CURRENT AND SUBSEQUENT COLLECTIVE
16 BARGAINING AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT
17 AND THE BARGAINING REPRESENTATIVE SHALL BE APPLICABLE TO EMPLOYEES OF
18 THE MONTGOMERY COUNTY SHERIFF UNLESS DIFFERENT TERMS AND CONDITIONS
19 OF EMPLOYMENT ARE NEGOTIATED BY THE SHERIFF IN ACCORDANCE WITH
20 SUBSUBPARAGRAPH 4 OF THIS SUBPARAGRAPH.

21 4. A. The Sheriff shall be considered the employer for all
22 other purposes and shall be considered the employer under the Montgomery County
23 Code, Chapter 33, Article VII, for all other terms and conditions of employment.

24 B. IF A SINGLE BARGAINING REPRESENTATIVE REPRESENTS
25 BOTH MONTGOMERY COUNTY GOVERNMENT EMPLOYEES AND MONTGOMERY
26 COUNTY SHERIFF EMPLOYEES, THE SHERIFF SHALL BARGAIN ONLY OVER
27 PARTICULAR MATTERS, NOT INVOLVING COMPENSATION, PENSION, FRINGE
28 BENEFITS, AND HOURS, APPLICABLE TO EMPLOYEES OF THE MONTGOMERY COUNTY
29 SHERIFF.

30 C. IF THE SHERIFF AND THE BARGAINING REPRESENTATIVE
31 DISAGREE OVER WHETHER A MATTER IS APPLICABLE TO EMPLOYEES OF THE
32 MONTGOMERY COUNTY SHERIFF, THE DISPUTE SHALL BE RESOLVED BY THE LABOR
33 RELATIONS ADMINISTRATOR APPOINTED UNDER CHAPTER 33, ARTICLE VII OF THE
34 MONTGOMERY COUNTY CODE, FOLLOWING THE PROCEDURES FOR THE RESOLUTION
35 OF PROHIBITED PRACTICES CHARGES AND CONSISTENT WITH THE GENERAL
36 ASSEMBLY'S INTENT TO PRESERVE A SINGLE MASTER COLLECTIVE BARGAINING
37 AGREEMENT.

38 5. THERE SHALL BE ONLY ONE COLLECTIVE BARGAINING
39 AGREEMENT COVERING BOTH MONTGOMERY COUNTY GOVERNMENT EMPLOYEES
40 AND MONTGOMERY COUNTY SHERIFF EMPLOYEES AND ANY AGREEMENTS REACHED
41 UNDER THIS SUBPARAGRAPH SHALL BE INCLUDED IN AN APPENDIX OR ADDENDUM

1 TO THE AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE
 2 BARGAINING REPRESENTATIVE.

3 (iv) Any required funding for [a collective bargaining] THE TERMS
 4 OF AN agreement negotiated by the Sheriff UNDER SUBPARAGRAPH (III) OF THIS
 5 PARAGRAPH is subject to the budget and fiscal policies of Montgomery County.

6 (v) [The] EXCEPT AS PROVIDED IN ~~THE EXISTING AGREEMENT~~
 7 ~~BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE MUNICIPAL AND~~
 8 ~~COUNTY GOVERNMENT EMPLOYEES ORGANIZATION UNITED FOOD AND~~
 9 ~~COMMERCIAL WORKERS LOCAL 1994 DATED JULY 1, 2004 AND ANY SUBSEQUENT~~
 10 ~~AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE~~
 11 ~~MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION UNITED FOOD~~
 12 ~~AND COMMERCIAL WORKERS LOCAL 1994, THE MONTGOMERY COUNTY MERIT~~
 13 ~~SYSTEM LAW, AND PERSONNEL REGULATIONS, THE provisions of subparagraph (iii)~~
 14 of this paragraph and any agreement made under it may not impair the right and
 15 responsibility of the Sheriff to:

16 1. Determine the overall mission of the Sheriff's Office and,
 17 subject to the budget and fiscal policies of Montgomery County, the Sheriff's Office
 18 budget;

19 2. Maintain and improve the efficiency and effectiveness of
 20 operations;

21 3. Determine the services to be rendered and the operations
 22 to be performed;

23 4. Determine the overall organizational structure, methods,
 24 processes, means, and personnel by which operations are to be conducted and the
 25 location of facilities;

26 5. Direct and supervise employees;

27 6. Hire and select new employees;

28 7. Establish the standards governing promotion of
 29 employees, subject to the Montgomery County merit system law and personnel
 30 regulations;

31 8. Relieve employees from duties because of lack of work or
 32 funds or under conditions when the employer determines continued work would be
 33 inefficient or nonproductive[, subject to the Montgomery County merit system law
 34 and personnel regulations];

35 9. Take actions to carry out the mission of government in
 36 situations of emergency;

37 10. Transfer, assign, and schedule employees[, subject to the
 38 Montgomery County merit system law and personnel regulations];

11. Determine the size and composition of the workforce,
2 subject to the county's budget and fiscal policies;
12. Set the standards of productivity and technology;
13. Establish employee performance standards and evaluate
5 employees[, subject to the Montgomery County merit system law and personnel
6 regulations];
14. Make and implement systems for awarding outstanding
8 service increments, extraordinary performance awards, and other merit awards,
9 subject to the budget and fiscal policies of Montgomery County [and the Montgomery
10 County merit system law and personnel regulations];
15. Introduce new or improved technology, research,
12 development, and services;
16. Control and regulate the use of machinery, equipment,
14 and other property and facilities of the Sheriff's Office;
17. Maintain internal security standards;
18. Create, alter, combine, contract out, or abolish any
17 operation, unit, or other division or service, except that:
- A. Contracting out work that will displace employees may not
19 be undertaken by the employer unless 90 days prior to signing the contract, or on
20 another date of notice as agreed to by the parties, written notice has been given to the
21 certified representative AND THE CONTRACTING OUT OF WORK SHALL BE
22 CONSISTENT WITH ANY APPLICABLE PROVISION OF THE MONTGOMERY COUNTY
23 CODE; and
- B. Any displacement of bargaining unit members shall be
24 conducted in a manner that is consistent with [the county collective bargaining law]
25 ANY APPLICABLE PROVISION OF THE MONTGOMERY COUNTY CODE AND ANY
26 APPLICABLE COLLECTIVE BARGAINING AGREEMENT;
19. Suspend, discharge, or otherwise discipline:
- A. Sworn employees for cause under the Maryland Law
30 Enforcement Officers' Bill of Rights; and
- B. Civilian employees, subject to the Montgomery County
31 merit system law and collective bargaining agreement where applicable, provided
32 that, subject to § 404 of the Montgomery County Charter, any action to suspend,
33 discharge, or otherwise discipline a civilian employee may be subject to the grievance
34 procedure set forth in the collective bargaining agreement; and
20. Issue and enforce rules, policies, and regulations
37 necessary to carry out the functions of this subparagraph and all other managerial

1 functions that are not inconsistent with law or the terms of the collective bargaining
2 agreement.

3 [(vi) The rights and responsibility of the Sheriff under subparagraph
4 (iii) of this paragraph shall be considered to be a part of each collective bargaining
5 agreement reached by the Sheriff and an employee organization.]

6 [(vii)] (VI) 1. Each assistant sheriff [and deputy sheriff] whose
7 duty assignment requires the use of a motor vehicle shall be reimbursed in such
8 amounts as shall be set forth in the budget for expenses for traveling, transportation,
9 or use of motor vehicles, or may, in the alternative, be allowed the use of a publicly
10 owned motor vehicle.

11 2. EACH DEPUTY SHERIFF WHOSE DUTY ASSIGNMENT
12 REQUIRES THE USE OF A MOTOR VEHICLE SHALL BE REIMBURSED IN AN AMOUNT
13 SET FORTH IN AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT FOR
14 EXPENSES FOR TRAVELING, TRANSPORTATION, OR USE OF MOTOR VEHICLES, OR
15 MAY, IN THE ALTERNATIVE, BE ALLOWED USE OF A PUBLICLY OWNED MOTOR
16 VEHICLE.

17 [(4)] (5) Deputy sheriffs are not entitled to any additional compensation
18 for rendering services incident to their office. The County Council shall levy and
19 collect annual taxes on the assessable property in the county in an amount sufficient
20 to pay the salaries and allowances of the Sheriff and the Sheriff's deputies.

21 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
22 October 1, 2006.