Article - Courts and Judicial Proceedings

§2–309.

(a) The sheriff of a county and his deputies shall receive the annual salaries provided by this section for performing the duties required of them by the Constitution and the laws of this State. They shall be reimbursed for expenses as provided by law.

(a–1) The government of each county shall furnish an office for the sheriff and pay the necessary expenses for telephones, stationery and for other purposes, and unless otherwise provided by law, shall provide for the necessary traveling expenses of the sheriff for conveying prisoners to any penal institution in the State and other necessary traveling expenses.

(b) (1) The Sheriff of Allegany County shall receive the salary set by the County Commissioners in accordance with Title 28, Subtitle 1 of the Local Government Article.

(2) The Sheriff shall appoint not less than five deputies at salaries of at least $2,400 each who are under the county classified service; one of these deputies shall be assigned by the Sheriff to execute process, orders, and directions for the juvenile court, and to perform the other duties the Sheriff assigns.

(3) If authorized by the County Commissioners, the Sheriff may employ a clerk–bookkeeper under the county classified service at a salary agreed upon by the Sheriff and the County Commissioners. The clerk–bookkeeper shall perform the duties assigned by the Sheriff, including the preparation of reports submitted by the Sheriff's Office to the grand jury or the County Commissioners.

(4) If the Sheriff of Allegany County approves after considering personnel needs, the County Commissioners may authorize a deputy sheriff to perform off–duty services for any person who agrees to pay a fee, including hourly rates for off–duty service, any necessary insurance to be determined by the Commissioners, any fringe benefits, and the reasonable rental cost of uniforms or other equipment used by any off–duty personnel.

(5) The Sheriff, with the approval of the County Commissioners, may appoint a chief deputy sheriff who shall perform all legal functions of the Sheriff during any temporary absence, sickness, vacation, or vacancy of Office of the Sheriff. The Sheriff may appoint as chief deputy a person who has not served as a deputy sheriff. The chief deputy sheriff shall serve at the Sheriff's pleasure, and is not under the county classified service.

(6) (i) This subsection does not apply to officers in the Sheriff's Office at a rank of lieutenant or above.

(ii) Deputies, officers, and civilian employees of the Sheriff's Office, including the Allegany County jail, have the right to organize and bargain collectively

with the Sheriff concerning wages and benefits, hours, working conditions, discipline procedures, and job security issues through a labor organization selected by the majority of the deputies, officers, and civilian employees.

(iii) The Sheriff shall meet with the labor organization and engage in good faith negotiations to reach a written agreement on wages and benefits, hours, working conditions, discipline procedures, and job security issues.

(iv) If the labor organization and the Sheriff are unable to reach an agreement during the collective bargaining process, either the labor organization or the Sheriff may seek nonbinding mediation through the Federal Mediation and Conciliation Service by giving at least 15 days notice to the other party and to the Federal Mediation and Conciliation Service.

(v) 1. If the Sheriff and the labor organization are unable to agree to the interpretation or application of a written agreement entered under this subsection, the Sheriff or the labor organization may demand arbitration before a neutral labor arbitrator in accordance with this paragraph.

2. An arbitration initiated under this paragraph shall be conducted before a single arbitrator.

3. The arbitrator shall be selected to hear the dispute from a panel of seven arbitrators who are members of the National Academy of Arbitrators. The panel shall be requested from the Federal Mediation and Conciliation Service.

4. The parties shall select an arbitrator by alternative strikes from the panel.

5. The arbitrator selected may schedule a hearing, issue subpoenas to compel the testimony of witnesses and the production of documents, administer oaths, and declare the record closed.

6. The written decision of the arbitrator shall be:

A. Final and binding on the Sheriff, employee, and the labor organization to the extent the decision addresses wages and benefits; and

B. Nonbinding to the extent the decision addresses hours, working conditions, discipline procedures, and job security issues.

7. The Sheriff and labor organization shall share equally in the costs of the arbitration proceeding.

(vi) This subsection may not be construed to authorize an employee of the Sheriff's Office or of the Allegany County jail to engage in a strike.

(c) (1) The annual salary of the Sheriff of Anne Arundel County shall be:

(i) $128,657 for calendar year 2014; and

(ii) $133,000 for calendar year 2015 and each subsequent calendar year.

(2) (i) The Sheriff of Anne Arundel County shall appoint deputies at a salary as provided by the County Council.

(ii) The Sheriff may appoint a chief deputy who shall serve at the pleasure of the Sheriff.

(3) Employees in the Sheriff's Office shall be in the county merit system.

(4) In case of emergency, the Sheriff may temporarily deputize any able–bodied citizen to assist the Sheriff in carrying out the duties of the Sheriff's Office.

(5) The Sheriff and the deputies whose duties require the use of automobiles shall be furnished at no expense with suitable automobiles and any necessary maintenance, repairs or upkeep by the County Council.

(6) (i) The Sheriff may appoint part–time deputies as provided in the county budget.

(ii) A part–time deputy appointed under this paragraph may not work more than 24 hours per week.

(iii) The Sheriff may set the rate of pay for a part–time deputy.

(iv) A part–time deputy appointed under this paragraph is not eligible for any benefits that are provided to county employees, including pension benefits, unless approved by the County Council.

(d) (1) (i) In Baltimore City, the Sheriff shall receive an expense allowance of $750 two times per year and a salary of:

1. $79,300 in calendar year 2007;

2. $84,600 in calendar year 2008;

3. $89,900 in calendar year 2009;

4. $95,200 in calendar year 2010; and

5. In calendar year 2011 and thereafter, no less than the salary of a Command Staff 2 in the Baltimore City Police Department at the midpoint in the pay scale.

(ii) The Sheriff:

1. Shall appoint an undersheriff or chief deputy sheriff, one assistant sheriff, three deputy sheriff majors, three deputy sheriff captains, six deputy sheriff lieutenants, one secretary sheriff, and one fiscal clerk sheriff; and

2. May appoint up to a maximum of:

A. 9 deputy sheriff sergeants;

B. 103 deputy sheriffs;

C. 2 domestic violence clerks; and

D. 2 domestic violence advocates.

(iii) 1. Except for deputy sheriffs, deputy sheriff sergeants, and deputy sheriff lieutenants, salaries for these employees shall be set by the Secretary of Budget and Management.

2. Salaries for deputy sheriffs shall be set at a rate not less than the salary equivalent to grade 14 of the State pay scale.

3. Salaries for deputy sheriff sergeants shall be set at a rate not less than the salary equivalent to grade 16 of the State pay scale.

4. Salaries for deputy sheriff lieutenants shall be set at a rate not less than the salary equivalent to grade 18 of the State pay scale.

(iv) In addition to any other compensation received, each deputy sheriff shall receive an expense allowance of $400 annually for:

1. Ammunition for practice sessions at the range;

2. Clothing allowance to defray the cost of dry cleaning and maintaining the clothing worn while on duty; and

3. The purchase and maintenance of other items necessary to fulfill duties that currently are not furnished by the Baltimore City Sheriff's Department.

(v) A deputy sheriff who uses a personal automobile is entitled to a monthly automobile allowance at the same rate paid to other State employees. Any Sheriff who is assigned a city–owned automobile may not receive the monthly automobile expense allowance.

(vi) The Sheriff's Office shall also have assistants at the compensation provided for in the annual ordinance of estimates of Baltimore City. Provisions shall also be made in the ordinance for the expenses of the Office of the Sheriff, including the purchase and maintenance of motor vehicles.

(vii) The Mayor and City Council of Baltimore have the same power with respect to the salaries of the Office of the Sheriff as they have under the city charter with respect to the salaries of all municipal departments.

(viii) Employees of the Sheriff's Office, except the Sheriff, shall be selected according to the provisions of the State Personnel and Pensions Article.

(2) The Mayor and City Council shall pay monthly to the Sheriff of Baltimore City one twelfth of the amount provided in the ordinance of estimates for the expenses of the Sheriff's Office. Within 30 days after June 30th in each and every year the Sheriff of Baltimore City shall pay to the Mayor and City Council of Baltimore any of the unexpended expense funds advanced during the preceding year and render a detailed account to the Mayor and City Council of Baltimore of all expense funds received and expended by him. The Mayor and City Council of Baltimore shall reimburse the State of Maryland for the administrative costs incurred because the employees of the Sheriff's Office of Baltimore City are in the State Personnel Management System.

(3) During the course of his employment, any deputy sheriff of Baltimore City may ride in Baltimore City on public transportation of the Maryland Transit Administration without paying any fare if he shows proper identification regarding his position as a deputy sheriff.

(e) (1) The Sheriff of Baltimore County shall receive an annual salary of:

(i) $75,000 for calendar year 2007;

(ii) $80,000 for calendar year 2008;

(iii) $85,000 for calendar year 2009; and

(iv) $90,000 for calendar year 2010 and each subsequent calendar year.

(2) The Sheriff shall appoint an under–sheriff and any number of deputies and any clerical assistant required by the duties of the office. The Sheriff may also appoint a number of deputies to the ranks of chief deputy, captain, lieutenant, and sergeant as his duties and responsibilities require. The cost and expense of these supervisory, administrative, and clerical positions, including salaries, shall be as provided in the budget of the county by the County Executive and as approved by the County Council. All full–time employees under this subsection are subject to the provisions of the county merit system and the rules and regulations passed by the County Council pursuant to the charter, as to qualifications, compensation, and other regulations. Part–time deputies may not be employed by the Sheriff's Office. However, the Sheriff may appoint as part–time deputies persons employed in specific plants, institutions, colleges, and hospitals situated within Baltimore County who are limited to service only within the particular facility where they are employed, and who may not be compensated by Baltimore County for their services.

(3) (i) This paragraph applies to all full–time deputy sheriffs in the Baltimore County Sheriff's Office at the rank of lieutenant and below.

(ii) 1. Full–time deputy sheriffs at the rank of lieutenant and below may:

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

B. Select a labor organization as their exclusive representation unit;

C. Engage in collective bargaining with the Baltimore County Administration, or its designee, concerning wages and benefits, not regulated by the Sheriff, through a labor organization certified as their exclusive representation unit;

D. Subject to subsubparagraph 2 of this subparagraph, enter into a collective bargaining agreement, through their exclusive representation unit, covering those wages and benefits not regulated by the Sheriff; and

E. Decertify a labor organization as their exclusive representation unit.

2. Any additional funding required as a result of a negotiated collective bargaining agreement shall be subject to approval by the County Council.

(iii) 1. A labor organization shall be deemed certified as an exclusive representation unit if the following conditions are met:

A. A petition for the labor organization to be recognized by the Baltimore County Administration is signed by at least 51% of the deputy sheriffs at the rank of lieutenant and below indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining; and

B. The petition is submitted to the Baltimore County Administration.

2. If the Baltimore County Administration does not challenge the validity of the petition within 10 calendar days following the receipt of the petition, the labor organization shall be deemed certified as the exclusive representation unit.

3. If the Baltimore County Administration challenges the validity of the petition, the American Arbitration Association shall be requested to appoint a third–party neutral to conduct an election and to certify whether the labor organization has been selected as the exclusive representation unit by a majority of the votes cast in the election.

4. The costs associated with the American Arbitration

Association and the third–party neutral shall be shared equally by the parties.

(iv) 1. Following certification of an exclusive representation unit as provided in subparagraph (iii) of this paragraph, the parties shall meet at reasonable times and engage in collective bargaining in good faith.

2. The parties shall make every reasonable effort to conclude negotiations in a timely manner to allow for inclusion by the Office of the Sheriff of matters agreed on in its budget request to the County Council.

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

2. The agreement may contain a grievance procedure providing for nonbinding arbitration of grievances.

3. An agreement reached in accordance with this subparagraph shall be in writing and signed by the designated representatives of the parties involved in the collective bargaining negotiations.

4. A. Subject to subsubsubparagraph B of this subsubparagraph, an agreement is not effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the bargaining unit and the Baltimore County Administration.

B. Additional funding, if any, required as a result of the agreement shall be subject to the approval of the County Council.

(vi) Nothing in this paragraph may be construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.

(f) (1) (i) The Sheriff of Calvert County shall receive an annual salary of $90,480.

(ii) 1. On or after January 1, 2011, the County Commissioners may pay to the Sheriff additional compensation equal to the amount of contributions the County Commissioners would have made to the Calvert County Employees' Savings Plan on behalf of the Sheriff for the years of service the Sheriff accrued as the Sheriff of Calvert County prior to joining the Calvert County Employees' Savings Plan.

2. The amount payable in subsubparagraph 1 of this subparagraph may be made in one or more payments as deemed appropriate by the County Commissioners.

(2) The Sheriff may appoint deputy sheriffs in the number and at the salary approved by the County Commissioners. The deputy sheriffs shall serve under the direction of the Sheriff. Within one year of their appointment, they shall complete

the course prescribed for police officers by the Maryland Police Training Commission. The deputy sheriffs funded by the County Commissioners will become merit system employees of the Calvert County Sheriff's Office upon completion of their initial probation period and may not be dismissed without cause, except the deputy sheriffs funded through grants or other sources may be dismissed without cause when the funding source is depleted. There may be no honorary deputy sheriffs of Calvert County and no one is authorized to carry badges, certificates, or other materials for the purpose of identifying the bearer as an honorary deputy sheriff. However, the Sheriff may appoint as special deputy sheriffs any members of the police force of the towns of North Beach or Chesapeake Beach who shall have all of the powers and authority of the deputy sheriffs. The County Commissioners are authorized to reimburse the towns of North Beach and Chesapeake Beach in whole or in part for services performed by the special deputy sheriffs outside the town limits.

(3) (i) The Sheriff may appoint 1 full–time assistant sheriff who shall:

1. Serve under the direction of the Sheriff; and

2. Be designated by the Sheriff as a line officer.

(ii) The Sheriff shall appoint an individual to serve as the assistant sheriff who:

1. Is an active duty deputy sheriff and holds the rank of a commissioned officer in the Calvert County Sheriff's Office; or

2. Is not a current employee of the Calvert County Sheriff's Office.

(iii) 1. The appointment of the assistant sheriff is in the sole discretion of the Sheriff.

2. The Sheriff may appoint the assistant sheriff without subjecting the candidate to a written examination.

3. The assistant sheriff serves at the pleasure of the Sheriff.

(iv) 1. If the assistant sheriff was an active duty deputy sheriff in the Calvert County Sheriff's Office immediately before appointment, the assistant sheriff:

A. Shall receive an annual salary that does not exceed by more than 6 percent the salary of the highest ranking officer in the Calvert County Sheriff's Office;

B. Shall retain merit status; and

C. At the end of an appointment, shall be permitted to return

to the previous rank the assistant sheriff held prior to appointment, including any cost–of–living adjustments and salary step increases the assistant sheriff would have received if the deputy sheriff had not been appointed assistant sheriff.

2. If the assistant sheriff was not an employee of the Calvert County Sheriff's Office immediately before appointment, the assistant sheriff:

A. Shall receive an annual salary that is established through a mutual agreement between the Sheriff and the County Commissioners of Calvert County;

B. Shall be afforded all the benefits available to full–time employees in the Calvert County Sheriff's Office; and

C. May not be given merit status.

(4) (i) Except as provided in subparagraph (ii) of this paragraph, any Sheriff of Calvert County who, since 1948, has served for three or more terms shall receive a pension when he leaves office in the annual amount of $150 for each year served. This pension shall be paid not less frequently than once a month.

(ii) This paragraph does not apply to a term of office that begins on or after July 1, 1988.

(5) (i) The County Commissioners of Calvert County may provide in their annual budget for a pension to be paid to the surviving spouse, if any, of any Sheriff of Calvert County who was in office as of October 1970.

(ii) The pension shall be in the amount of $250 a month and shall be paid to the surviving spouse, if any, for the life of that surviving spouse.

(6) (i) This paragraph applies to an individual who:

1. On or after July 1, 2008, serves as the Sheriff of Calvert County; and

2. As the Sheriff of Calvert County does not participate in the Employees' Pension System under Title 23 of the State Personnel and Pensions Article.

(ii) An individual described in subparagraph (i) of this paragraph may participate in the Calvert County Employees' Savings Plan.

(g) (1) The Sheriff of Caroline County shall receive an annual salary of $80,000.

(2) (i) The sheriff may appoint:

1. Deputy sheriffs and other personnel in accordance with the

county budget; and

2. A chief deputy sheriff, or the managerial equivalent, who shall serve at the pleasure of the sheriff.

(ii) The sheriff may not refuse to reappoint a deputy sheriff without just cause.

(h) (1) The Sheriff of Carroll County shall receive an annual salary of $90,000 beginning on December 1, 2014, and thereafter.

(2) The Sheriff may employ the number of personnel necessary for the proper execution of the duties of office. Personnel shall receive the compensation set by the County Commissioners.

(3) Personnel employed by the Sheriff shall be placed on a probationary status and may be dismissed by the Sheriff for any reason. After the probationary period, personnel may only be disciplined or dismissed for just cause:

(i) In accordance with the Law Enforcement Officers' Bill of Rights, if the employee's rights are covered under this bill of rights; or

(ii) In accordance with the personnel rules and regulations of the Carroll County Sheriff's Office, if the employee's rights are not covered under the Law Enforcement Officers' Bill of Rights.

(4) Except for an appeal taken pursuant to the Law Enforcement Officers' Bill of Rights, an appeal by an aggrieved party shall be taken to the Circuit Court for Carroll County.

(5) The Sheriff may also appoint a chief deputy and a warden who shall serve at the pleasure of the Sheriff.

(6) (i) Subject to subparagraph (ii) of this paragraph, the Sheriff of Carroll County may appoint special deputy sheriffs who are:

1. Members of the police force of a Carroll County municipal corporation;

2. Selected by the chief of police of the municipal corporation; and

3. Verified by the chief of police of the municipal corporation as having achieved at least the minimum level of training for police duties in a municipality as designated by the Maryland Police Training Commission.

(ii) The appointment of special deputy sheriffs under subparagraph (i) of this paragraph is subject to the following conditions:

1. The Sheriff may assign the duties of special deputies;

2. The Sheriff may terminate the appointment of a special deputy sheriff at will or on completion of the assignment for which the special deputy was appointed;

3. A special deputy sheriff shall remain an employee of the municipal corporation for the purpose of unemployment insurance or employee benefits; and

4. The Sheriff's liability insurance coverage within its terms shall be provided to a special deputy sheriff under this subsection only when the special deputy is acting within the special deputy's official duties.

(i) (1) (i) The Sheriff of Cecil County shall receive an annual salary of:

1. $71,500 for fiscal year 2015;

2. $75,075 for fiscal year 2016;

3. $77,350 for fiscal year 2017;

4. $79,675 for fiscal year 2018; and

5. $82,075 for fiscal year 2019 and for each subsequent year.

(ii) In addition, the Sheriff shall receive the benefits and reimbursements for reasonable expenses in the performance of duties as provided in the Cecil County budget or by law, including, where appropriate:

1. Reimbursements under the Standard State Travel Regulations; and

2. Participation in the health care plan that is negotiated for county employees.

(iii) 1. The Sheriff shall appoint a chief deputy sheriff, a community adult rehabilitation center administrator, a detention center director, a detention center deputy director, a law enforcement director, law enforcement personnel, and a personal secretary to the Sheriff.

2. The Sheriff may remove the chief deputy sheriff, community adult rehabilitation center administrator, detention center director, detention center deputy director, law enforcement director, and personal secretary to the Sheriff at any time whether or not for cause.

(iv) The Sheriff shall appoint full–time or part–time employees, as provided in the county budget, to perform the duties of the Sheriff's department. These

employees shall include:

1. Deputy sheriffs to perform law enforcement functions;

2. Deputy sheriffs to perform correctional functions;

3. Clerical and other civilian employees;

4. A director of the detention center; and

5. A community adult rehabilitation center administrator.

(v) Except for the chief deputy sheriff, each employee of the Sheriff's department shall serve a probationary period of 12 months. The Sheriff may extend the probationary period for cause.

(vi) During the probationary period of an employee in the Sheriff's department:

1. The employee shall satisfactorily complete any certification or training program specified by the Sheriff; and

2. The determination of an employee's qualifications and ability to serve in the position of a permanent nonprobationary employee shall be within the sole discretion of the Sheriff.

(vii) Except for the chief deputy sheriff, community adult rehabilitation center administrator, detention center director, detention center deputy director, law enforcement director, law enforcement personnel, and personal secretary to the Sheriff, all employees of the Sheriff's department:

1. Shall be governed by the rank, salary, and benefit structures of the Cecil County personnel policy; and

2. Except as provided in subparagraph (viii) of this paragraph, upon completion of the probationary period, shall be subject to the Cecil County personnel regulations and policies in all matters.

(viii) Law enforcement officers and correctional officers of the Sheriff's department may be terminated only for just cause.

(ix) Nothing in this subsection shall affect the rights and protections accorded an employee under any other provision of law.

(2) The County Commissioners shall pay the cost of all necessary expenses incurred by the Sheriff and his staff.

(3) The Sheriff of Cecil County shall have the authority to formulate and administer a plan that includes the method of supervision to use inmates the Sheriff

deems eligible and selects to perform, under the supervision of State, county, or municipal employees, tasks the Sheriff assigns within the county or any incorporated municipality within the county.

(4) (i) 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 Sergeant and below.

(ii) A full–time sworn law enforcement deputy sheriff at the rank of Sergeant and below 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 and the County Commissioners of Cecil County, or the designee of the Sheriff and the County Commissioners, 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 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 working conditions of the deputy sheriffs subject to this paragraph, to the extent that the agreement does not impair the rights of the Sheriff set forth 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 Commissioners that is signed by more than 50% of the sworn law enforcement deputy sheriffs at the rank of Sergeant and below 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.

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

3. If the Sheriff or the County Commissioners challenge the validity of the petition, the American Arbitration Association shall appoint a neutral

third party to conduct an election and to certify whether the labor organization has been selected as the exclusive representative by a majority of the votes cast in the election.

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

5. A labor organization shall be deemed decertified if a petition is submitted to the Sheriff and the County Commissioners that is signed by more than 50% of the full–time sworn law enforcement deputy sheriffs at the rank of Sergeant and below indicating the desire of the deputy sheriffs to decertify the labor organization as the exclusive representative of the deputy sheriffs subject to this paragraph.

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

2. The certified labor organization, the Sheriff, and the County Commissioners shall make every reasonable effort to conclude negotiations on or before February 15 of the year in which a collective bargaining agreement is to take effect to allow for inclusion by the Sheriff of matters agreed upon in its budget request to the County Commissioners.

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

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

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

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

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

4. The governing body of Cecil County shall enact a local ordinance that allows for nonbinding arbitration if the certified labor organization, the Sheriff, and the County Commissioners are unable to reach an agreement through

mediation under subsubparagraph 3 of this subparagraph.

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

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

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

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

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

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

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

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

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

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

G. Hire, direct, supervise, promote, demote, discipline, assign, and with reasonable cause discharge full–time sworn law enforcement deputy sheriffs, with the exception that the promotional process for deputy sheriffs up to the rank of Sergeant and the number and composition of trial boards for the discipline process for deputy sheriffs at the rank of Sergeant and below are subject to collective bargaining;

H. Determine and set the qualifications of deputy sheriffs for appointment and promotions; and

I. Determine and set the standards of conduct, and with consultation and input from the certified labor organization, adopt rules, orders,

policies, regulations, and procedures on mutually agreed on subjects.

5. A collective bargaining agreement is not effective until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and approved by the Sheriff and the County Commissioners.

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

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

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

(j) (1) The salary for the Sheriff of Charles County is equal to the salary of a Department of State Police lieutenant colonel, at the highest available step for a lieutenant colonel under the Department of State Police pay plan in effect on the day prior to the day that the Sheriff begins a term of office.

(2) Any change in the salary paid under the Department of State Police pay plan during the term of Office of the Sheriff may not apply to the incumbent Sheriff, but the changed rate shall take effect at the beginning of the next following term of office.

(3) The Sheriff, in accordance with rules and regulations developed by the Board of County Commissioners and the Sheriff, shall appoint the number of deputy sheriffs that the Board of County Commissioners of Charles County and the Sheriff consider necessary.

(4) The books of the Sheriff shall be audited annually, and copies of the audit published by the County Commissioners in local newspapers.

(5) (i) This paragraph applies to all full–time, merit system sworn law enforcement officers and correctional officers in the Charles County Sheriff's Office at a rank of sergeant or below.

(ii) This paragraph does not apply to the following employees in the Charles County Sheriff's Office:

1. Sworn law enforcement officers or correctional officers in the Charles County Sheriff's Office at a rank of lieutenant or above;

2. Employees in appointed positions;

3. Civilian merit system employees;

4. Full–time reduced hours employees;

5. Part–time employees;

6. Contractual employees;

7. Temporary employees;

8. Emergency employees; or

9. Employees whose employment is administered under the county policies and procedures manual.

(iii) 1. A sworn law enforcement officer or correctional officer subject to this paragraph has the right to:

A. Take part in or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities;

B. Be represented by an exclusive representative, if any, in collective bargaining; and

C. Engage in other concerted activities for the purpose of collective bargaining.

2. Sworn law enforcement officers and correctional officers subject to this paragraph may seek recognition in order to organize and bargain collectively in good faith with the Sheriff or the Sheriff's designee concerning the following matters:

A. Compensation, excluding salary, wages, and those benefits determined, offered, administered, controlled, or managed by the County Commissioners of Charles County;

B. Leave, holidays, and vacations; and

C. Hours, working conditions, and job security.

3. A sworn law enforcement officer or correctional officer who is a member of a bargaining unit with an exclusive representative may discuss any matter with the employer without the intervention of the exclusive representative.

4. A sworn law enforcement officer or correctional officer who is not a member of a bargaining unit with an exclusive representative may be required to pay a proportional service fee for costs associated with the administration and enforcement of any agreement that benefits the affected employees. An exclusive representative shall be selected in accordance with the procedures set forth in subparagraph (v) of this paragraph.

5. This paragraph does not require that sworn law

enforcement officers and correctional officers be represented by the same exclusive representative.

(iv) The Sheriff and the Office of the Sheriff for Charles County, through their appropriate officers and employees, may:

1. Determine the:

A. Mission;

B. Budget;

C. Organization;

D. Numbers, types, and grades of employees assigned;

E. Work projects, tours of duty, and methods, means, and personnel by which its operations are conducted;

F. Technology needs;

G. Internal security practices; and

H. Relocation of its facilities;

2. Maintain and improve the efficiency and effectiveness of governmental operations;

3. Determine the services to be rendered, operations to be performed, and technology to be used;

4. Determine the overall methods, processes, means, and classes of work or personnel by which governmental operations are to be conducted;

5. Hire, direct, supervise, and assign employees;

6. A. Promote, demote, discipline, discharge, retain, and lay off employees; and

B. Terminate employment because of lack of funds, lack of work, a determination by the employer that continued work would be inefficient or nonproductive, or for other legitimate reasons;

7. Set the qualifications of employees for appointment and promotions;

8. Set standards of conduct;

9. Adopt office rules, regulations, and procedures;

10. Provide a system of merit employment according to a standard of business efficiency; and

11. Take actions, not otherwise specified in this paragraph, to carry out the mission of the Office of the Sheriff of Charles County.

(v) 1. Except as provided in subsubparagraph 2 of this subparagraph, an exclusive representative may not be recognized by the Sheriff unless that representative is selected and certified by the Department of Labor, Licensing, and Regulation.

2. Any petition to be recognized that is submitted on behalf of the sworn law enforcement officers shall be accompanied by a showing of interest supported by at least 51% of the sworn law enforcement officers indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

3. Any petition to be recognized that is submitted on behalf of the correctional officers shall be accompanied by a showing of interest supported by at least 51% of the correctional officers indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

(vi) 1. A. The Sheriff may designate at least one, but not more than three, individuals to represent the Sheriff in collective bargaining.

B. The exclusive representative shall designate at least one, but not more than three, individuals to represent the exclusive representative in collective bargaining.

2. The parties shall meet at reasonable times and engage in collective bargaining in good faith.

3. Negotiations or matters relating to negotiations shall be considered closed sessions under § 3–305 of the General Provisions Article.

4. The parties shall make every reasonable effort to conclude negotiations in a timely manner for inclusion by the Sheriff and the Office of the Sheriff of Charles County in its budget request to the County Commissioners of Charles County.

5. Negotiations for an agreement shall begin on or before each July 1 of the year before the expiration of any existing agreement.

(vii) To the extent that any matters negotiated between the Sheriff and the collective bargaining unit require legislative approval or the appropriation of funds, the matters shall be recommended to the General Assembly for the approval of legislation or to the County Commissioners for the appropriation of funds.

(viii) An agreement is not valid if it extends for less than 1 year or for

more than 2 years.

(ix) 1. An agreement shall contain all matters of agreement reached in the collective bargaining process.

2. An agreement may contain a grievance procedure for binding arbitration of the interpretation of contract terms and clauses.

3. An agreement reached in accordance with this paragraph shall be in writing and signed by the designated representatives of the Sheriff and the exclusive representative involved in the collective bargaining negotiations.

4. An agreement is not effective until it is ratified by the Sheriff and a majority of the votes cast by the employees in the bargaining unit.

5. A modification to an existing agreement is not valid unless it is in writing and ratified by the Sheriff and a majority of the votes cast by the employees in the bargaining unit.

(x) This paragraph does not authorize a sworn law enforcement officer or correctional officer to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.

(xi) Nothing in this paragraph shall be construed as subjecting disciplinary matters or the disciplinary process to negotiation as part of the collective bargaining process.

(k) (1) (i) The Sheriff of Dorchester County shall receive an annual salary of:

1. $65,500 for calendar year 2009;

2. $65,500 for calendar year 2010;

3. $85,000 for calendar year 2011;

4. $86,500 for calendar year 2012;

5. $88,000 for calendar year 2013; and

6. $89,500 for calendar year 2014.

(ii) For calendar year 2015 and thereafter, the Sheriff of Dorchester County shall receive the same annual salary as paid in 2014.

(iii) The Sheriff of Dorchester County shall be allowed the actual operating costs of the Sheriff's Office, including the maintenance of automobiles.

(2) (i) The Sheriff shall appoint a chief deputy sheriff, or the managerial

equivalent, who shall serve at the pleasure of the Sheriff.

(ii) If an employee of the Sheriff's Office is appointed as chief deputy sheriff and is subsequently removed from the chief deputy sheriff's position for other than cause, the person may resume the employment status held prior to the appointment to the chief deputy sheriff's position.

(iii) The chief deputy sheriff shall:

1. Perform all duties assigned by the Sheriff; and

2. If the Sheriff is temporarily incapacitated or there is a vacancy in the Office of the Sheriff, perform all legal functions of the Sheriff.

(iv) If the Sheriff becomes incapacitated and the position of chief deputy sheriff is vacant, the County Council shall appoint an acting chief deputy sheriff to serve until the Sheriff is reactivated or replaced.

(v) The County Council shall approve the salary of the chief deputy sheriff.

(3) (i) The Sheriff may appoint probationary deputy sheriffs, deputy sheriffs, investigators, communications officers, secretaries, supervisors, administrators, and other staff as approved in the county budget.

(ii) The County Council shall approve the salaries for all staff appointed by the Sheriff.

(iii) The Sheriff may not refuse to reappoint a deputy sheriff without just cause.

(4) The County Council may include in the merit system of the county the employees of the Dorchester County Sheriff's Office.

(l) (1) (i) The Sheriff of Frederick County shall receive a salary of $125,000.

(ii) The Sheriff shall appoint deputies as necessary, at salaries of at least $2,400, and jail wardens as necessary, at salaries of at least $1,320 each.

(iii) 1. The Sheriff also may appoint additional temporary deputy sheriffs as the Sheriff considers necessary for the public safety, with the approval of the governing body of Frederick County, by ordinance.

2. The governing body, by ordinance, shall allow reasonable compensation for the temporary additional deputy sheriffs and the temporary deputies may not serve longer than the occasion requires.

(iv) The Sheriff may appoint a chief deputy who shall serve at the

pleasure of the Sheriff.

(2) Any deputy sheriff, with the exception of the chief deputy, appointed according to this section shall be placed on a probationary status for at least 18 months of continuous employment and may be dismissed by the Sheriff for any reason during the probationary period.

(3) All full–time civilian employees are subject to the county personnel regulations with regard to qualifications for hiring, promotion, compensation and disciplinary action. All deputy sheriffs, except the chief deputy, are subject to the county personnel regulations with regard to qualifications for hiring, promotion and compensation with regard to matters not covered by the Law Enforcement Officers' Bill of Rights.

(4) (i) The Sheriff of Frederick County may appoint special deputy sheriffs who are:

1. Members of the police force of a Frederick County municipality;

2. Selected by the chief of police of the municipality; and

3. Verified by the chief of police of the municipality as having achieved at least the minimum level of training for police duties in a municipality as designated by the Maryland Police Training Commission.

(ii) The appointment of special deputy sheriffs under this paragraph is subject to the following conditions:

1. The Sheriff may assign the duties of special deputies;

2. The Sheriff may terminate the appointment of the special deputy sheriff at will or on completion of the assignment for which the special deputy was appointed;

3. The special deputy sheriff is not an employee of Frederick County for the purpose of employment security or employee benefits; and

4. County liability insurance coverage within its terms shall be provided to a special deputy sheriff under this subsection only when the special deputy is acting within the special deputy's official duties.

(5) (i) This paragraph applies to all full–time deputy sheriffs in the Frederick County Sheriff's Office at the rank of sergeant and below.

(ii) 1. Full–time deputy sheriffs at the rank of sergeant and below may:

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

B. Select a labor organization as their exclusive representative;

C. Engage in collective bargaining with the Sheriff, or the Sheriff's designee, concerning wages and benefits, not regulated by the Sheriff, through a labor organization certified as their exclusive representative;

D. Subject to subsubparagraph 2 of this subparagraph, enter into a collective bargaining agreement, through their exclusive representative, covering those wages and benefits not regulated by the Sheriff; and

E. Decertify a labor organization as their exclusive representative.

2. Any additional funding required as a result of a negotiated collective bargaining agreement shall be subject to approval by the governing body of Frederick County.

(iii) 1. A labor organization shall be deemed certified as an exclusive representative if the following conditions are met:

A. A petition for the labor organization to be recognized by the Sheriff is signed by at least 51% of the deputy sheriffs at the rank of sergeant and below indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining; and

B. The petition is submitted to the Sheriff.

2. If the Sheriff does not challenge the validity of the petition within 10 calendar days following the receipt of the petition, the labor organization shall be deemed certified as the exclusive representative.

3. If the Sheriff challenges the validity of the petition, the American Arbitration Association shall be requested to appoint a third party neutral to conduct an election and to certify whether the labor organization has been selected as the exclusive representative by a majority of the votes cast in the election.

4. The costs associated with the American Arbitration Association and the third party neutral shall be shared equally by the parties.

(iv) 1. Following certification of an exclusive representative as provided in subparagraph (iii) of this paragraph, the parties shall meet at reasonable times and engage in collective bargaining in good faith.

2. The parties shall make every reasonable effort to conclude

negotiations in a timely manner to allow for inclusion by the Office of the Sheriff of matters agreed upon in its budget request.

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

2. The agreement may contain a grievance procedure providing for nonbinding arbitration of grievances.

3. An agreement reached in accordance with this subparagraph shall be in writing and signed by the designated representatives of the parties involved in the collective bargaining negotiations.

4. A. Subject to subsubsubparagraph B of this subsubparagraph, an agreement is not effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the bargaining unit and the Sheriff.

B. Additional funding, if any, required as a result of the agreement shall be subject to the approval of the governing body of Frederick County.

(vi) Nothing in this paragraph may be construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.

(6) (i) This paragraph applies to all full–time correctional officers in the Frederick County Sheriff's Office at the rank of sergeant and below.

(ii) 1. Full–time correctional officers at the rank of sergeant and below may:

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

B. Select a labor organization as their exclusive representative;

C. Engage in collective bargaining with the Sheriff, or the Sheriff's designee, concerning wages and benefits, not regulated by the Sheriff, through a labor organization certified as their exclusive representative;

D. Subject to subsubparagraph 2 of this subparagraph, enter into a collective bargaining agreement, through their exclusive representative, covering those wages and benefits not regulated by the Sheriff; and

E. Decertify a labor organization as their exclusive representative.

2. Any additional funding required as a result of a negotiated

collective bargaining agreement shall be subject to approval by the governing body of Frederick County.

(iii) 1. A labor organization shall be deemed certified as an exclusive representative if the following conditions are met:

A. A petition for the labor organization to be recognized by the Sheriff is signed by at least 51% of the correctional officers at the rank of sergeant and below indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining; and

B. The petition is submitted to the Sheriff.

2. If the Sheriff does not challenge the validity of the petition within 10 calendar days following the receipt of the petition, the labor organization shall be deemed certified as the exclusive representative.

3. If the Sheriff challenges the validity of the petition, the American Arbitration Association shall be requested to appoint a third party neutral to conduct an election and to certify whether the labor organization has been selected as the exclusive representative by a majority of the votes cast in the election.

4. The costs associated with the American Arbitration Association and the third party neutral shall be shared equally by the parties.

(iv) 1. Following certification of an exclusive representative as provided in subparagraph (iii) of this paragraph, the parties shall meet at reasonable times and engage in collective bargaining in good faith.

2. The parties shall make every reasonable effort to conclude negotiations in a timely manner to allow for inclusion by the Office of the Sheriff of matters agreed on in its budget request to the governing body of Frederick County.

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

2. The agreement may contain a grievance procedure providing for nonbinding arbitration of grievances.

3. An agreement reached in accordance with this subparagraph shall be in writing and signed by the designated representatives of the parties involved in the collective bargaining negotiations.

4. A. Subject to subsubsubparagraph B of this subsubparagraph, an agreement is not effective until it is ratified by a majority of the votes cast by the correctional officers in the bargaining unit and the Sheriff.

B. Additional funding, if any, required as a result of the

agreement shall be subject to the approval of the governing body of Frederick County.

(vi) Nothing in this paragraph may be construed as authorizing or otherwise allowing a correctional officer to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.

(m) (1) (i) The Sheriff of Garrett County shall receive:

1. $28,250 for calendar year 1991;

2. $30,500 for calendar year 1992;

3. $32,750 for calendar year 1993;

4. $35,000 for calendar year 1994; and

5. For each subsequent year, the salary set by the County Commissioners in accordance with Chapter 91 of the Public Local Laws of Garrett County.

(ii) The Sheriff is entitled to a sum set by the County Commissioners, for expenses.

(2) The Sheriff shall employ deputies as needed, within the budgetary limits, at salaries of at least $5,200 each, one of whom shall act as warden of the jail, and a matron for the jail who shall also perform clerical duties at the salary set by the Sheriff. The Sheriff may employ additional special deputies whose compensation shall be approved by the County Commissioners.

(3) The Sheriff and the deputy sheriffs shall be allowed extra car mileage and out–of–county mileage at the rate of 14 cents per mile. This mileage allowance shall not be payable if the Sheriff's Office is furnished with automobiles.

(4) The Sheriff shall be reimbursed for the expenses of boarding prisoners committed to the county jail, to be paid monthly upon vouchers submitted by him to the County Commissioners of Garrett County. He shall also submit with these vouchers an affidavit sworn to by him upon personal knowledge showing for each day of the month just passed the number of prisoners boarded by him. The Sheriff may appoint a cook for the jail who shall receive a salary of at least $2,400. The Sheriff, deputies, and cook shall each receive an additional allowance of $200 per year for uniforms and cleaning.

(5) (i) This paragraph does not apply to the Sheriff or chief deputy sheriff.

(ii) Deputy sheriffs and other employees of the Sheriff's Office are included in the Garrett County classified service system.

(n) (1) (i) The Sheriff of Harford County shall receive a salary of:

1. $90,000 in 2004; and

2. $98,500 commencing January 1, 2007, thereafter to be adjusted annually on July 1 in accordance with subparagraph (ii) of this paragraph.

(ii) 1. On and after July 1, 2007, the annual salary of the Sheriff of Harford County shall be adjusted annually to reflect the annual change in the "Consumer Price Index" for "All urban consumers" for the expenditure category "All items not seasonally adjusted", and for all regions. The Annual Consumer Price Index for the period ending each December, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, shall be used to adjust the annual salary of the Sheriff of Harford County while in office.

2. Notwithstanding subsubparagraph 1 of this subparagraph, the adjustment to the annual salary of the Sheriff of Harford County may not exceed 3 percent in any fiscal year.

(2) The Sheriff may not have employment outside of that position unless:

(i) The employment is a part–time teaching position; and

(ii) The total maximum yearly income from the outside employment under this paragraph is $2,500 or less.

(3) The Sheriff shall appoint the number of deputies at the compensation provided in the county budget.

(4) The Sheriff may appoint as a special deputy sheriff:

(i) The chief of police of a Harford County municipality; or

(ii) A member of the police force of a Harford County municipality who is certified by the Maryland Police Training Commission.

(5) A special deputy sheriff appointed under this subsection is not an employee of the Sheriff or of Harford County.

(6) (i) Except as provided in subparagraph (ii) of this paragraph, an employee of the Harford County Sheriff's Office may not be terminated without just cause.

(ii) Subparagraph (i) of this paragraph does not apply to:

1. The chief deputy;

2. A lieutenant colonel or major;

3. The secretary for the Sheriff;

4. A deputy or employee on probationary status; or

5. The warden of the Harford County Detention Center.

(7) (i) A lieutenant colonel or major serves at the pleasure of the Sheriff.

(ii) A lieutenant colonel, major, or captain may not be reduced below the rank of lieutenant without just cause.

(8) The Sheriff of Harford County shall have the authority to formulate and administer a plan that includes the method of supervision to use inmates from the Harford County Detention Center the Sheriff deems eligible and selects to perform, under the supervision of State, county, or municipal employees, tasks the Sheriff assigns within the county or any incorporated municipality within the county.

(o) (1) (i) The Sheriff of Howard County shall receive an annual salary as follows:

1. $85,000 each calendar year for calendar year 2010 through calendar year 2014;

2. $88,000 for calendar year 2015;

3. $91,000 for calendar year 2016;

4. $94,000 for calendar year 2017; and

5. $97,000 for calendar year 2018.

(ii) The Sheriff shall appoint the number of deputies authorized by the county government. The compensation of the deputies shall be set by the county government.

(2) (i) Each full–time deputy sheriff at the rank of lieutenant or below appointed by the Sheriff on or after October 1, 2005:

1. Shall be required by the Sheriff to serve an initial probationary period of 12 months; and

2. May be dismissed by the Sheriff for any reason only during the initial probationary period.

(ii) The Sheriff may extend the probationary period for reasonable cause.

(iii) During the probationary period, the Sheriff has exclusive discretion to determine whether a probationary deputy sheriff has the qualifications and ability to serve in the position of a permanent nonprobationary employee.

(iv) Each probationary deputy sheriff shall be required to complete the minimum number of hours mandated for law enforcement agencies established by the Maryland Police Training Commission.

(v) After the probationary period, a full–time deputy sheriff at a rank of lieutenant or below may be disciplined or dismissed only for just cause:

1. In accordance with the Law Enforcement Officers' Bill of Rights, if the employee's rights are covered under this bill of rights; or

2. In accordance with the personnel rules and regulations of the Howard County Sheriff's Office, if the employee's rights are not covered under the Law Enforcement Officers' Bill of Rights.

(vi) Except for an appeal taken pursuant to the Law Enforcement Officers' Bill of Rights, an appeal by an aggrieved party shall be taken to the Circuit Court for Howard County.

(3) The Sheriff may appoint additional temporary deputy sheriffs when necessary for the public safety and the county government shall allow them reasonable compensation. These deputies may not serve longer than the case actually requires.

(4) The primary duties of the Sheriff are the following:

(i) The security of the circuit court, and the performance of such duties as may be required of the Sheriff by that court;

(ii) The service of process of writs, summonses, orders, petitions, subpoenas, warrants, orders to show cause, and other legal papers; and

(iii) Additional duties, including law enforcement as may be requested by law enforcement or other criminal justice agencies, the circuit court, or the county government, when necessary for the public safety.

(5) (i) This paragraph applies only to full–time deputy sheriffs in the Office of the Sheriff of Howard County at the rank of corporal 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 Howard County, or the designee of the Sheriff, 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 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.

2. If the Sheriff does not challenge the validity of the petition within 30 calendar days following the receipt of the petition, the petition shall be submitted to the Commissioner of Labor and Industry to be approved by a consent election under Title 4, Subtitle 2, Part II of the Labor and Employment Article.

3. If the Sheriff challenges the validity of the petition, either party may submit a request to the Commissioner of Labor and Industry to determine the validity of the petition and whether to conduct a consent election under Title 4, Subtitle 2, Part II of the Labor and Employment Article.

4. The costs associated with a determination by the Commissioner of Labor and Industry under subsubparagraph 3 of this subparagraph shall be shared equally by the parties.

5. A labor organization shall be deemed decertified if a petition is submitted to the Sheriff that is signed by more than 50% of the deputy sheriffs indicating the desire of the deputy sheriffs to decertify the labor organization as the exclusive representative of the deputy sheriffs subject to this paragraph.

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

2. The certified labor organization and the Sheriff shall make every reasonable effort to conclude negotiations on or before February 1 of the year in which a collective bargaining agreement is to take effect to allow for inclusion by the Sheriff of matters agreed on in its budget request to the County Executive.

3. A. If the certified labor organization and the Sheriff are unable to reach an agreement before the date set forth in subsubparagraph 2 of this subparagraph, an impasse shall be deemed to have been reached, each side shall submit their best and final offers within 24 hours, and within 5 days after an impasse is reached the dispute, along with each side's best and final offer, shall be submitted to the Federal Mediation and Conciliation Service.

B. The mediator appointed by the Federal Mediation and Conciliation Service shall meet with the parties and make written findings of fact and recommendations for the resolution of the dispute by March 1.

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

D. Copies of the mediator's written findings and recommendations shall be sent to the Sheriff and certified labor organization.

E. The Sheriff and certified labor organization shall meet within 5 days after the conclusion of the mediation to reach a voluntary resolution of the dispute.

F. If no resolution is reached under subsubsubparagraph E of this subsubparagraph, the Sheriff shall submit to the County Executive the best and final offer of each side and the mediator's findings and recommendations and the County Executive shall review all the materials before making a budget submission for the Sheriff's Office to the County Council.

4. A. Any additional funding required as a result of a negotiated collective bargaining agreement is subject to approval by the County Executive and County Council.

B. A request for additional funding shall be submitted to the County Executive by the Sheriff within the time schedule provided in the agreement.

C. The County Executive and County Council may approve or reject a request for additional funding in whole or in part.

D. If any part of a request for additional funding is rejected, the entire agreement shall be returned to the parties for further bargaining, during which either party may renegotiate all or part of the agreement within the limits of the funding allocated by the County Executive and County Council and within a timetable established by the County Executive.

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

2. A collective bargaining agreement may contain a grievance procedure which shall apply only to questions concerning the interpretation or

application of a specific provision of the agreement.

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

4. An agreement made under this subparagraph may not impair the right and the responsibility of the Sheriff to:

A. Maintain the order and efficiency of the public service entrusted to the Sheriff and to operate and manage the affairs of the Office, including all rights and authority held by the Sheriff prior to signing a collective bargaining agreement except where abridged by an express provision of the agreement;

B. Determine the purposes and objectives of each of the Sheriff's constituent offices and departments;

C. Set the standards of services to be offered to the public;

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

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

F. Exercise control and discretion over the Sheriff's Office and operations;

G. Hire, promote, transfer, assign, or retain deputy sheriffs in positions within the Office;

H. Establish work rules;

I. Demote, suspend, discharge, or take any other appropriate disciplinary action against employees for just cause and in accordance with the county charter and other applicable law;

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

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

L. Determine and set the qualifications of deputy sheriffs for appointment and promotions;

M. Set the standards of performance, appearance, and conduct;

N. Judge skill, ability, and physical fitness;

O. Create, eliminate, or consolidate job classifications, departments, or operations; and

P. Control and regulate the use of all equipment and other property of the county.

5. A collective bargaining agreement is not effective until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and approved by the Sheriff.

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

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

2. Restrict in any way the authority of the County Executive or County Council to determine the budget for the Sheriff's Office.

(p) (1) The Sheriff of Kent County shall receive a salary of:

(i) $67,000 for the calendar year 2009;

(ii) $68,000 for the calendar year 2010;

(iii) $82,000 for the calendar year 2011;

(iv) $83,000 for the calendar year 2012;

(v) $84,000 for the calendar year 2013; and

(vi) $85,000 for the calendar year 2014 and each calendar year thereafter.

(2) At the discretion of the County Commissioners, the Sheriff shall receive county–owned automobiles as may be necessary to operate the Sheriff's department.

(3) (i) The Sheriff shall appoint a chief deputy sheriff, or the managerial equivalent, who shall:

1. Receive a salary of at least $8,000; and

2. Serve at the pleasure of the Sheriff.

(ii) The Sheriff may not refuse to reappoint a deputy sheriff without

just cause.

(4) The Sheriff and the Sheriff's deputies shall be paid allowances as the Commissioners may deem necessary.

(5) The County Commissioners may authorize additional deputies as necessary and shall set their compensation at the time of their appointment.

(6) The County Commissioners may authorize the Sheriff to appoint as part–time deputies individuals employed in specific plants, schools, hospitals, institutions, business enterprises, and land development tracts situated within Kent County who are limited to service only within the particular facility where they are employed, and who may not be compensated by Kent County for their services.

(q) (1) It is the intent of the General Assembly to:

(i) Protect the right to bargain of the Montgomery County Executive and the Montgomery County Sheriff;

(ii) Preserve a single master collective bargaining agreement to the extent that a single exclusive bargaining representative represents multiple units of employees covered under the Montgomery County Collective Bargaining Law; and

(iii) Streamline, facilitate, and make more effective the collective bargaining process by ensuring that there shall be a single collective bargaining agreement with both the Montgomery County government and the Montgomery County Sheriff's Office if a single exclusive bargaining representative represents both Montgomery County government employees and Montgomery County Sheriff employees.

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

(3) (i) The Sheriff may appoint 2 full–time assistant sheriffs and the number of deputies provided in the county budget.

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

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

2. Civilian employees may, upon appointment, be required by

the Sheriff to serve a probationary period of 6 months.

3. The probationary period may be extended by the Sheriff for reasonable cause in accordance with an applicable collective bargaining agreement.

4. During the probationary period, the determination of the employee's qualifications and ability to serve in the position of a permanent, nonprobationary employee shall be within the exclusive discretion of the Sheriff, subject to the Montgomery County merit system laws and personnel regulations.

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

(ii) Except for the assistant sheriffs, personnel appointed by the Sheriff shall be considered for all purposes as Montgomery County merit system employees and subject to the Montgomery County merit system law, personnel regulations, and applicable collective bargaining agreement. Assistant sheriffs shall serve at the pleasure of the Sheriff and shall meet the qualifications of the Maryland Police Training Commission standards for law enforcement officers.

(iii) 1. Nonprobationary deputy sheriffs below the rank of lieutenant and nonprobationary civilian employees as defined in the Montgomery County Code, § 33–102(4), shall have the right to organize and bargain collectively in accordance with the Montgomery County Code, Chapter 33, Article VII, with regard to compensation, pension for active employees, fringe benefits, hours, and terms and conditions of employment, including performance evaluation procedures.

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

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

B. If a single bargaining representative represents both Montgomery County government employees and Montgomery County Sheriff employees, any and all terms and conditions of employment set forth in any current and subsequent collective bargaining agreement between the Montgomery County government and the bargaining representative shall be applicable to employees of the Montgomery County Sheriff unless different terms and conditions of employment are

negotiated by the Sheriff in accordance with subsubparagraph 4 of this subparagraph.

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

B. If a single bargaining representative represents both Montgomery County government employees and Montgomery County Sheriff employees, the Sheriff shall bargain only over particular matters, not involving compensation, pension, fringe benefits, and hours, applicable to employees of the Montgomery County Sheriff.

C. If the Sheriff and the bargaining representative disagree over whether a matter is applicable to employees of the Montgomery County Sheriff, the dispute shall be resolved by the Labor Relations Administrator appointed under Chapter 33, Article VII of the Montgomery County Code, following the procedures for the resolution of prohibited practices charges and consistent with the General Assembly's intent to preserve a single master collective bargaining agreement.

5. There shall be only one collective bargaining agreement covering both Montgomery County government employees and Montgomery County Sheriff employees and any agreements reached under this subparagraph shall be included in an appendix or addendum to the agreement between the Montgomery County government and the bargaining representative.

(iv) Any required funding for the terms of an agreement negotiated by the Sheriff under subparagraph (iii) of this paragraph is subject to the budget and fiscal policies of Montgomery County.

(v) Except as provided in the Montgomery County merit system law and personnel regulations, the provisions of subparagraph (iii) of this paragraph and any agreement made under it may not impair the right and responsibility of the Sheriff to:

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

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

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

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

5. Direct and supervise employees;

6. Hire and select new employees;

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

8. Relieve employees from duties because of lack of work or funds or under conditions when the employer determines continued work would be inefficient or nonproductive;

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

10. Transfer, assign, and schedule employees;

11. Determine the size and composition of the workforce, subject to the county's budget and fiscal policies;

12. Set the standards of productivity and technology;

13. Establish employee performance standards and evaluate employees;

14. Make and implement systems for awarding outstanding service increments, extraordinary performance awards, and other merit awards, subject to the budget and fiscal policies of Montgomery County;

15. Introduce new or improved technology, research, development, and services;

16. Control and regulate the use of machinery, equipment, and other property and facilities of the Sheriff's Office;

17. Maintain internal security standards;

18. Create, alter, combine, contract out, or abolish any operation, unit, or other division or service, except that:

A. Contracting out work that will displace employees may not be undertaken by the employer unless 90 days prior to signing the contract, or on another date of notice as agreed to by the parties, written notice has been given to the certified representative and the contracting out of work shall be consistent with any applicable provision of the Montgomery County Code; and

B. Any displacement of bargaining unit members shall be conducted in a manner that is consistent with any applicable provision of the Montgomery County Code and any applicable collective bargaining agreement;

19. Suspend, discharge, or otherwise discipline:

A. Sworn employees for cause under the Maryland Law Enforcement Officers' Bill of Rights; and

B. Civilian employees, subject to the Montgomery County merit system law and collective bargaining agreement where applicable, provided that, subject to § 404 of the Montgomery County Charter, any action to suspend, discharge, or otherwise discipline a civilian employee may be subject to the grievance procedure set forth in the collective bargaining agreement; and

20. Issue and enforce rules, policies, and regulations necessary to carry out the functions of this subparagraph and all other managerial functions that are not inconsistent with law or the terms of the collective bargaining agreement.

(vi) 1. Each assistant sheriff whose duty assignment requires the use of a motor vehicle shall be reimbursed in such amounts as shall be set forth in the budget for expenses for traveling, transportation, or use of motor vehicles, or may, in the alternative, be allowed the use of a publicly owned motor vehicle.

2. Each deputy sheriff whose duty assignment requires the use of a motor vehicle shall be reimbursed in an amount set forth in an applicable collective bargaining agreement for expenses for traveling, transportation, or use of motor vehicles, or may, in the alternative, be allowed use of a publicly owned motor vehicle.

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

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

(i) Receive an annual salary of $132,734 for calendar year 2013 and, for calendar year 2014 and each subsequent calendar year, the Sheriff's annual salary shall equal the salary of a circuit court judge;

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

(iii) Receive not more than $5,000 per year for expenses incurred in performing the duties of Sheriff, including training and education, an accounting of which shall be submitted to the County Director of Finance for approval.

(2) (i) The Sheriff of Prince George's County shall be provided with 4 full–time assistant sheriffs, and all assistant sheriffs shall be selected and appointed by the Sheriff and serve at the Sheriff's pleasure. One of the assistant sheriffs shall be

appointed as the chief assistant sheriff. The assistant sheriffs shall be considered line officers, if so designated by the Sheriff.

(ii) Each assistant sheriff shall:

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

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

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

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

(v) Except as provided in subparagraph (vi) of this paragraph, the chief assistant sheriff shall receive an annual salary of $71,091.

(vi) The salary of a commissioned deputy sheriff appointed to the position of chief assistant sheriff shall be provided for by the Sheriff in the budget of the county.

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

(viii) 1. Except as provided in subsubparagraph 2 of this subparagraph, the Sheriff, chief assistant sheriff, and assistant sheriffs shall receive each benefit, other than salary increases, that is negotiated for the deputy sheriffs by the Deputy Sheriffs' Association and granted to the management team of the Prince George's County Sheriff's Office.

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

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

(4) All full–time civilian employees shall be subject to the county personnel law. Civilian employees shall have the right to organize and bargain collectively. Civilian employees shall be subject to the Prince George's County Labor Code with regard to collective bargaining for compensation, including pension and fringe benefits, hours, and terms and conditions of employment. The County Executive shall be considered the employer of the civilian employees only for the purpose of collective bargaining for compensation, including pension and fringe benefits, and hours. The Sheriff shall be considered the employer for purposes of collective bargaining for other terms and conditions of employment. However, any required funding for a collective bargaining agreement negotiated by the Sheriff shall be subject to the approval of the County Executive.

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

(6) (i) With the exception of the assistant sheriffs, all commissioned full–time employees, including deputy sheriffs of all ranks and court security officers, that are provided for by the Sheriff in the budget of the county, shall be subject to the county personnel law.

(ii) Except as provided in subparagraph (iii) of this paragraph, the assistant sheriffs shall receive an annual salary of $69,888.

(iii) The salary of commissioned deputy sheriffs serving as assistant sheriffs shall be provided for by the Sheriff in the budget of the county.

(7) All nonprobationary commissioned full–time employees, including deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of Rights. All commissioned full–time employees, including deputy sheriffs of all ranks and court security officers, are also subject to the Labor Code of the county with regard to collective bargaining for compensation, including pension and other fringe benefits, hours, and terms and conditions of employment. The County Executive shall be considered the "employer" of the deputy sheriffs and court security officers only for the purpose of collective bargaining for compensation, including pension and fringe benefits, and hours. The Sheriff shall be considered the employer for purposes of collective bargaining for other terms and conditions of employment. However, any required funding for a collective bargaining agreement negotiated by the Sheriff shall be subject to the approval of the County Executive.

(8) (i) The Sheriff and the Sheriff's deputies shall be limited in their duties as law enforcement officers, as follows:

1. The full power of arrest, the service of process of all writs, summonses, orders, petitions, subpoenas, warrants, rules to show cause, and all other legal papers;

2. The care and supervision of prisoners at any of the county detention centers, hospitals, penal institutions, or other places of confinement;

3. The security of all State and county courts and the performance of such duties as may be required of them by the courts;

4. The transportation of all legally detained persons;

5. The administration and enforcement of casino night permits as authorized by the governing body of the county; and

6. As of October 1, 2007, specific duties as authorized by the county governing body, including:

A. Responding to domestic violence calls;

B. Acting as school resource deputies in county schools; and

C. Providing security for Prince George's County public school sporting events and extracurricular activities that are held in the county, sponsored by a public school, and open to the public.

(ii) 1. The duties authorized in subparagraph (i)6 of this paragraph shall be enumerated in a memorandum of understanding entered into by the Prince George's County Police Department and the Office of the Sheriff of Prince George's County.

2. The memorandum of understanding may be revised only by the county governing body.

3. The memorandum of understanding is in effect from the date it is signed by both parties but not before October 1, 2007.

(9) Neither the Sheriff of Prince George's County nor any of the Sheriff's deputies shall conduct criminal investigations, except:

(i) In matters concerning the Sheriff's department;

(ii) On request of the courts;

(iii) As necessary for the administration and enforcement of casino night permits as authorized by the county governing body; or

(iv) In investigations arising out of or incident to normally assigned duties, including those duties authorized by the county governing body under paragraph (8)(i)6 of this subsection.

(10) When a Sheriff or Sheriff's deputy has commenced an investigation under paragraph (9)(iv) of this subsection, the Sheriff or the Sheriff's deputy:

(i) Shall immediately notify the appropriate law enforcement agency that has jurisdiction over the matter; and

(ii) Shall transfer the investigation to an appropriate law enforcement agency that has jurisdiction over the matter on request of the agency.

(s) (1) (i) The Sheriff of Queen Anne's County shall receive a salary set by the County Commissioners of at least $10,000.

(ii) The Sheriff shall appoint a chief deputy sheriff or the managerial equivalent, who shall:

1. Receive a salary set by the County Commissioners of at least $4,500; and

2. Serve at the pleasure of the Sheriff.

(iii) 1. The Sheriff may appoint the number of assistant deputy sheriffs as the County Commissioners approve, at salaries set by the County Commissioners of at least $4,200.

2. The Sheriff may not refuse to reappoint a deputy sheriff without just cause.

(iv) The Commissioners may appoint an assistant deputy sheriff, at a salary set by the County Commissioners of at least $4,200.

(2) The salaries are in lieu of all expenses, fees, costs, and charges, except for the board and keeping of prisoners in the county jail and other necessary operating expenses allowed by law or practice, including all expenses for transferring persons to and from penal institutions, places of confinement and State institutions in the State under sentence or order of an authority.

(3) The County Commissioners may include in the merit system of the county the employees of the Queen Anne's County Sheriff's Department.

(t) (1) The annual salary of the Sheriff of St. Mary's County shall be:

(i) $100,000 for the calendar year 2015;

(ii) $102,000 for the calendar year 2016;

(iii) $104,040 for the calendar year 2017; and

(iv) $106,120 for the calendar year 2018.

(2) The Sheriff shall devote full time to the duties of office.

(u) (1) (i) The Sheriff of Somerset County shall receive a salary of not less than $60,000 and no expense allowance.

(ii) He shall appoint a chief deputy who shall receive a salary of not less than $7,500.

(iii) Subject to the approval of the County Commissioners, the Sheriff may appoint additional deputies at the compensation set by the County Commissioners prior to any appointment.

(iv) Deputy sheriffs serve under the direction of the Sheriff.

(v) Deputy sheriffs are required, within 1 year after their appointment, to complete successfully the course that the Maryland Police Training Commission prescribes for police officers.

(vi) 1. Except as provided in subsubparagraph 2 of this subparagraph, a deputy sheriff whose position is funded by the County Commissioners becomes a merit system employee of the Office of Sheriff of Somerset County on completion of the deputy sheriff's initial probation period and may not be dismissed without cause.

2. A deputy sheriff whose position is funded through a grant or other source may be dismissed without cause after the funding source is depleted.

(vii) The County Commissioners may appoint a jail warden as the county jailer. Prior to the appointment of any individual, the County Commissioners shall establish an annual rate of compensation for the county jailer.

(2) The Sheriff and his deputies may wear uniforms when performing their official duties, and the automobiles used by the Sheriff's Office shall be equipped with a two–way radio.

(3) The County Commissioners may pay for the uniforms, radios, automobiles, and operating expenses of the automobiles of the Sheriff's Office.

(4) The County Commissioners may include in the merit system of the county the employees of the Somerset County Sheriff's Office.

(v) (1) The Sheriff of Talbot County shall receive a salary as set by the County Council.

(2) The Sheriff may appoint, subject to the approval of the County Council, the number of deputies the Sheriff deems necessary at the compensation fixed by the County Council prior to the appointment.

(3) The Sheriff may appoint a chief deputy sheriff, or the managerial equivalent, who shall serve at the pleasure of the Sheriff.

(4) The Sheriff may not refuse to reappoint a deputy sheriff without just cause.

(5) The Sheriff's Office shall be operated on a 24–hour daily basis.

(6) The County Council may:

(i) Require the Sheriff and deputy sheriffs to wear the uniforms and equipment prescribed by the County Council while on duty or performing an official act; and

(ii) 1. Issue the required uniforms and equipment to the Sheriff and deputy sheriffs; or

2. Reimburse the Sheriff and deputy sheriffs for the purchase of uniforms and equipment.

(w) (1) (i) The Sheriff of Washington County shall receive a salary of the greater of:

1. $100,000; or

2. The salary set by the County Commissioners of Washington County under Title 28, Subtitle 2 of the Local Government Article.

(ii) The Sheriff shall appoint a chief deputy at a salary level set by the County Commissioners.

(iii) The Sheriff may appoint deputy sheriffs and other personnel necessary to perform the duties of office at salary levels set by the County Commissioners in accordance with the county's budgetary process.

(2) (i) Any deputy sheriff appointed according to this subsection shall be placed on a probationary status for the first two years of his employment, and may be dismissed by the Sheriff for any reason during that probationary period.

(ii) At the conclusion of continuous employment for two years, a deputy sheriff having the rank of major or below has tenure, and may be discharged by the Sheriff only for misfeasance, malfeasance, nonfeasance, or insubordination in office.

(3) If the Sheriff of Washington County approves after considering personnel needs, the County Commissioners may authorize a deputy sheriff to perform off–duty services for any person who agrees to pay a fee, including hourly rates for off–duty service, any necessary insurance to be determined by the Commissioners, any fringe benefits, and the reasonable rental cost of uniforms or other equipment used by any off–duty personnel.

(4) (i) The Sheriff of Washington County may appoint special deputy sheriffs, including members of the police force of a Washington County municipality who are:

1. Selected by the chief of police of the municipality; and

2. Verified by the chief of police of the municipality as having achieved at least the minimum level of training for police duties in a municipality as designated by the Maryland Police Training Commission.

(ii) The appointment of special deputy sheriffs is subject to the following conditions:

1. The Sheriff shall assign the special deputy sheriff who is a member of the police force to duties in the municipality where the special deputy sheriff is a member of the police force or to duties in other areas of the county, including:

A. Performing a vehicle traffic stop resulting from the special deputy sheriff's observation that the operation of the vehicle endangered human life;

B. Stabilizing a traffic situation that is endangering human life;

C. Stabilizing an emergency situation that involves the potential for loss of human life, bodily injury, or damage to property;

D. Responding as an initial responder or an emergency responder after being dispatched by the Washington County Emergency Communications Center to a location outside the special deputy sheriff's jurisdiction but which the Emergency Communications Center believed was in the special deputy sheriff's jurisdiction;

E. Responding to an emergency under a Mutual Aid and Assistance Agreement to which a municipality and the Washington County Sheriff's Office are parties and which is in effect at the time of the response or under a mutual aid agreement under § 2–105 of the Criminal Procedure Article if the special deputy sheriff is in compliance with the agreement;

F. Serving on a task force that is jointly operated by a municipal police department and the Washington County Sheriff's Office; or

G. Serving on a special response team that has been activated for a response outside the special deputy sheriff's jurisdiction;

2. The Sheriff may terminate the appointment of the special deputy sheriff for cause or on completion of the assignment for which the special deputy sheriff was appointed;

3. The special deputy sheriff is not an employee of Washington County for the purpose of employment security or employee benefits; and

4. County liability insurance may be provided to a special deputy sheriff.

(iii) Except as provided in subparagraph (ii)1 of this paragraph, designation as a special deputy sheriff does not authorize the special deputy sheriff to perform law enforcement duties outside the special deputy sheriff's jurisdiction.

(iv) A special deputy sheriff is under the authority of the Sheriff of Washington County while the special deputy sheriff is performing duties as a special deputy sheriff.

(x) (1) (i) The Sheriff of Wicomico County shall receive a salary of the greater of:

1. $58,000 in calendar year 1998 and thereafter; or

2. The salary set by the County Council of Wicomico County before the start of the term of office.

(ii) The Sheriff shall appoint a chief deputy at a salary set by the Wicomico County Council, payable in equal monthly installments. The chief deputy's term of office coincides with the Sheriff's and he may be removed by the Sheriff at any time. The Sheriff may appoint additional deputies as he and the County Council of Wicomico County deem necessary, each of whom shall receive the compensation prescribed by the personnel rules and regulations of the county.

(2) The Sheriff of Wicomico County shall be allowed an additional amount to defray all expenses of his office, including necessary automobile mileage allowance at the rate of at least 6 cents per mile for automobiles used by him and his deputies in performing their official duties. However, mileage shall not be allowed if automobiles are furnished to the Sheriff by the County Council. Necessary expenses for telephone and telegraph, and clerical assistants will be allowed if approved by the County Council.

(3) The Sheriff shall submit properly authenticated requisitions containing a full and complete statement under oath setting forth all of the expenses for a month, including the names of all deputies and assistants, the amounts allowed to each and all other items of expense. These sums are in lieu of all expenses, fees and costs now or heretofore allowed the Sheriff for expense in carrying out the duties of his

office, including the expenses of transferring prisoners to and from penal institutions and places of confinement in the State under the sentence or order of any authority. The County Council shall not pay the Sheriff additional compensation for any services he renders in discharging his official duties. The County Council is not liable for any other fee or compensation to the Sheriff.

(4) The County Council shall levy each year sufficient funds to pay the salaries and expenses of the Sheriff's Office.

(5) All deputies, except the chief deputy, clerical assistant, and other employees employed are subject to the "personnel provisions" of the charter of Wicomico County and subsequent rules and regulations passed by the County Council. If a deputy subject to the personnel provisions is promoted to chief deputy, then on his removal from the office of chief deputy for other than cause, he shall revert to a deputy with the same status which he had prior to his appointment as chief deputy. A chief deputy who is not a deputy subject to the personnel provisions prior to his appointment as chief deputy, if removed from office for any reason shall not automatically revert to a deputy.

(y) (1) (i) The Sheriff of Worcester County shall receive an annual salary as set by the County Commissioners of at least $85,000.

(ii) The Sheriff shall appoint at least one chief deputy sheriff and as many deputy sheriffs and other personnel as are necessary to perform the duties of the office and are provided for in the county budget.

(2) The County Commissioners of Worcester County shall pay all necessary expenses of the operation of the Sheriff's Office through the county budget adopted in accordance with all applicable laws and budget procedures and subject to all applicable budget reviews.

(3) (i) The chief deputy sheriff shall serve at the pleasure of the Sheriff.

(ii) If a chief deputy sheriff who was a Worcester County deputy sheriff prior to being appointed as chief deputy is removed from the office of chief deputy for other than cause, that person shall revert to a deputy sheriff with the same status that the person had prior to the person's appointment as chief deputy.

(iii) If a chief deputy sheriff who was not a Worcester County deputy sheriff prior to being appointed as chief deputy is removed from the office of chief deputy for any reason, that person may not automatically revert to a deputy sheriff after being removed as chief deputy.

(4) (i) Except as provided in this subsection, the personnel rules and regulations of Worcester County as adopted by the County Commissioners shall apply to all employees of the Sheriff of Worcester County other than the chief deputy sheriff, including deputy sheriffs, clerks, typists, animal control officers, and other necessary personnel.

(ii) The appointment, disciplinary, and managerial functions of the County Commissioners as provided for in the personnel rules and regulations of Worcester County shall be performed by the Sheriff in the case of all employees of the Sheriff's Office.

(5) The Sheriff may adopt Sheriff's Office manuals, additional rules of conduct, dress, and decorum, and other procedures that shall apply to all employees and shall be conditions of employment with the Sheriff's Office.

(6) An employee of the Sheriff's Office other than the chief deputy sheriff or a probationary employee may be disciplined or terminated for cause only in accordance with the provisions of this subsection, the regulations referred to in this subsection, or the Law Enforcement Officers' Bill of Rights.

(7) When a new Sheriff takes office, or at the beginning of a new term of office of a Sheriff, all deputies other than the chief deputy and all other employees in good standing shall remain in their positions and shall be considered reappointed or redeputized, subject to the provisions of this subsection and to the extent required. A Sheriff may not refuse to reappoint and redeputize a deputy sheriff without cause.

(8) At the request of the Sheriff, the County Commissioners may provide in–kind support to the Sheriff relating to personnel matters.

(9) The Sheriff shall have complete control over the employees of the Sheriff's Office, subject only to the provisions of this subsection and the reasonable application of the personnel rules and regulations of Worcester County and the protections and benefits those policies provide.

(z) A deputy sheriff shall perform the duties incidental to the office as are assigned to him by the Sheriff. All salaries shall be paid at least once each month.