

HOUSE BILL 284

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8lr1879
CF SB 636

By: **Cecil County Delegation**

Introduced and read first time: January 19, 2018

Assigned to: Appropriations

Committee Report: Favorable

House action: Adopted

Read second time: March 13, 2018

CHAPTER _____

1 AN ACT concerning

2 **Cecil County – Office of the Sheriff – Employees and Collective Bargaining**

3 FOR the purpose of altering the period of time for which certain employees of the Office of
4 the Sheriff of Cecil County are required to serve a probationary period; altering
5 which deputy sheriffs in the Office have the right to organize and collectively bargain
6 with the Sheriff and the Cecil County Executive with regard to certain wages,
7 benefits, and working conditions; correcting certain references to the government of
8 Cecil County and to a certain position in the Office; making certain stylistic changes;
9 and generally relating to the Office of the Sheriff of Cecil County.

10 BY repealing and reenacting, with amendments,
11 Article – Courts and Judicial Proceedings
12 Section 2–309(i)
13 Annotated Code of Maryland
14 (2013 Replacement Volume and 2017 Supplement)

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

17 **Article – Courts and Judicial Proceedings**

18 2–309.

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



HOUSE BILL 284

- 1 1. \$71,500 for fiscal year 2015;
- 2 2. \$75,075 for fiscal year 2016;
- 3 3. \$77,350 for fiscal year 2017;
- 4 4. \$79,675 for fiscal year 2018;
- 5 5. Except as provided in item 6 of this subparagraph, \$82,075
6 for fiscal year 2019; and
- 7 6. For each term of office beginning with the term that begins
8 in fiscal year 2019, not less than \$100,000, as determined by the County Council of Cecil
9 County.

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

- 13 1. Reimbursements under the Standard State Travel
14 Regulations; and
- 15 2. Participation in the health care plan that is negotiated for
16 county employees.

17 (iii) 1. The Sheriff shall appoint a chief deputy sheriff, a
18 community [adult rehabilitation center administrator] **CORRECTIONS DIRECTOR**, a
19 detention center director, a detention center deputy director, a law enforcement director,
20 law enforcement personnel, and a personal secretary to the Sheriff.

21 2. The Sheriff may remove the chief deputy sheriff,
22 community [adult rehabilitation center administrator] **CORRECTIONS DIRECTOR**,
23 detention center director, detention center deputy director, law enforcement director, and
24 personal secretary to the Sheriff at any time whether or not for cause.

25 (iv) The Sheriff shall appoint full-time or part-time employees, as
26 provided in the county budget, to perform the duties of the Sheriff's [department. These
27 employees shall include] **OFFICE, INCLUDING:**

- 28 1. Deputy sheriffs to perform law enforcement functions;
- 29 2. Deputy sheriffs to perform correctional functions;
- 30 3. Clerical and other civilian employees;
- 31 4. A director of the detention center; and

1 5. A community [adult rehabilitation center administrator]
2 **CORRECTIONS DIRECTOR.**

3 (v) 1. Except for the chief deputy sheriff, each employee of the
4 Sheriff's [department] **OFFICE** shall serve a probationary period of [12] **18** months.

5 2. The Sheriff may extend the probationary period
6 **REQUIRED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH** for cause.

7 (vi) During the probationary period of an employee in the Sheriff's
8 [department] **OFFICE**:

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

11 2. The determination of an employee's qualifications and
12 ability to serve in the position of a permanent non-probationary employee shall be within
13 the sole discretion of the Sheriff.

14 (vii) Except for the chief deputy sheriff, community [adult
15 rehabilitation center administrator] **CORRECTIONS DIRECTOR**, detention center director,
16 detention center deputy director, law enforcement director, law enforcement personnel, and
17 personal secretary to the Sheriff, all employees of the Sheriff's department:

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

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

23 (viii) Law enforcement officers and correctional officers of the Sheriff's
24 [department] **OFFICE** may be terminated only for just cause.

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

27 (2) The [County Commissioners] **COUNTY** shall pay the cost of all
28 necessary expenses incurred by the Sheriff and his staff.

29 (3) The Sheriff of Cecil County shall have the authority to formulate and
30 administer a plan that includes the method of supervision to use inmates the Sheriff deems
31 eligible and selects to perform, under the supervision of State, county, or municipal
32 employees, tasks the Sheriff assigns within the county or any incorporated municipality
33 within the county.

1 (4) (i) 1. [This] **EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2**
2 **OF THIS SUBPARAGRAPH, THIS** paragraph applies only to all full-time sworn law
3 enforcement deputy sheriffs in the Office of the Sheriff of Cecil County at the rank of
4 **[Sergeant] CAPTAIN** and below.

5 2. **THIS PARAGRAPH DOES NOT APPLY TO THE CHIEF**
6 **DEPUTY SHERIFF, COMMUNITY CORRECTIONS DIRECTOR, DETENTION CENTER**
7 **DIRECTOR, DETENTION CENTER DEPUTY DIRECTOR, OR LAW ENFORCEMENT**
8 **DIRECTOR IN THE OFFICE OF THE SHERIFF OF CECIL COUNTY.**

9 (ii) A full-time sworn law enforcement deputy sheriff at the rank of
10 **[Sergeant] CAPTAIN** and below may:

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

13 2. Select a labor organization as the exclusive representative
14 of the deputy sheriffs subject to this paragraph;

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

21 4. Subject to item 2 of this subparagraph, enter into a
22 collective bargaining agreement, through the exclusive representative of the deputy
23 sheriffs subject to this paragraph, covering the wages, benefits, and other working
24 conditions of the deputy sheriffs subject to this paragraph, to the extent that the agreement
25 does not impair the rights of the Sheriff set forth in subparagraph (v)4 of this paragraph;
26 and

27 5. Decertify a labor organization as the exclusive
28 representative of the deputy sheriffs subject to this paragraph.

29 (iii) 1. A labor organization seeking certification as an exclusive
30 representative must submit a petition to the Sheriff and the County **[Commissioners]**
31 **EXECUTIVE** that is signed by more than 50% of the sworn law enforcement deputy sheriffs
32 at the rank of **[Sergeant] CAPTAIN** and below indicating the desire of the deputy sheriffs
33 subject to this paragraph to be represented exclusively by the labor organization for the
34 purpose of collective bargaining.

35 2. If the Sheriff and the County **[Commissioners]**
36 **EXECUTIVE** do not challenge the validity of the petition within 20 calendar days following
37 the receipt of the petition, the labor organization shall be deemed certified as the exclusive

1 representative.

2 3. If the Sheriff or the County [Commissioners] **EXECUTIVE**
3 challenge the validity of the petition, the American Arbitration Association shall appoint a
4 neutral third party to conduct an election and to certify whether the labor organization has
5 been selected as the exclusive representative by a majority of the votes cast in the election.

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

8 5. A labor organization shall be deemed decertified if a
9 petition is submitted to the Sheriff and the County [Commissioners] **EXECUTIVE** that is
10 signed by more than 50% of the full-time sworn law enforcement deputy sheriffs at the
11 rank of [Sergeant] **CAPTAIN** and below indicating the desire of the deputy sheriffs to
12 decertify the labor organization as the exclusive representative of the deputy sheriffs
13 subject to this paragraph.

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

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

23 3. A. If the certified labor organization and the Sheriff
24 and the County [Commissioners] **EXECUTIVE** are unable to reach an agreement before the
25 date set forth in subparagraph 2 of this subparagraph, either the certified labor
26 organization or the Sheriff and the County [Commissioners] **EXECUTIVE** may seek
27 nonbinding mediation through the Federal Mediation and Conciliation Service.

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

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

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

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

3 4. The [governing body of Cecil] County **COUNCIL** shall
4 enact a local ordinance that allows for nonbinding arbitration if the certified labor
5 organization, the Sheriff, and the County [Commissioners] **EXECUTIVE** are unable to
6 reach an agreement through mediation under subparagraph 3 of this subparagraph.

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

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

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

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

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

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

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

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

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

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

32 G. Hire, direct, supervise, promote, demote, discipline,
33 assign, and with reasonable cause discharge full-time sworn law enforcement deputy
34 sheriffs, with the exception that the promotional process for deputy sheriffs up to the rank

1 of [Sergeant] CAPTAIN and the number and composition of trial boards for the discipline
2 process for deputy sheriffs at the rank of [Sergeant] CAPTAIN and below are subject to
3 collective bargaining;

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

6 I. Determine and set the standards of conduct, and with
7 consultation and input from the certified labor organization, adopt rules, orders, policies,
8 regulations, and procedures on mutually agreed on subjects.

9 5. A collective bargaining agreement is not effective until it
10 is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and
11 approved by the Sheriff [and], the County [Commissioners] EXECUTIVE, AND THE
12 COUNTY COUNCIL.

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

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

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

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
19 1, 2018.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.