

# HOUSE BILL 540

D2

9lr1427  
CF SB 511

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By: **Cecil County Delegation**

Introduced and read first time: February 4, 2019

Assigned to: Appropriations

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## A BILL ENTITLED

1 AN ACT concerning

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

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

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

19 BY repealing and reenacting, without amendments,  
20 Article – Courts and Judicial Proceedings  
21 Section 2–321(a)  
22 Annotated Code of Maryland  
23 (2013 Replacement Volume and 2018 Supplement)  
24 (As enacted by Chapter \_\_\_\_ (S.B. 206) of the Acts of the General Assembly of 2019)

25 BY repealing and reenacting, with amendments,  
26 Article – Courts and Judicial Proceedings  
27 Section 2–321(h)  
28 Annotated Code of Maryland

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (2013 Replacement Volume and 2018 Supplement)

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

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

5 **Article – Courts and Judicial Proceedings**

6 2–309.

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

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

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

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

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

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

28 [4.] D. Subject to item [2] B of this [subparagraph]  
29 SUBSUBPARAGRAPH, enter into a collective bargaining agreement, through the exclusive  
30 representative of the LAW ENFORCEMENT deputy sheriffs subject to this paragraph,  
31 covering the wages, benefits, and other working conditions of the LAW ENFORCEMENT  
32 deputy sheriffs subject to this paragraph, to the extent that the agreement does not impair  
33 the rights of the Sheriff set forth in subparagraph (v)4 of this paragraph; and

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

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

3                   **A. TAKE PART IN OR REFRAIN FROM TAKING PART IN**  
4 **FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION**  
5 **OR ITS LAWFUL ACTIVITIES;**

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

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

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

23                   **E. DECERTIFY A LABOR ORGANIZATION AS THE**  
24 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT**  
25 **TO THIS PARAGRAPH.**

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

33                   **B. A LABOR ORGANIZATION SEEKING CERTIFICATION AS**  
34 **AN EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS MUST**  
35 **SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED**  
36 **BY MORE THAN 50% OF THE SWORN CORRECTIONAL DEPUTY SHERIFFS AT THE RANK**

1 **OF LIEUTENANT AND BELOW INDICATING THE DESIRE OF THE CORRECTIONAL**  
2 **DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED**  
3 **EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE**  
4 **BARGAINING.**

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

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

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

14                   5.     **A.**     A labor organization shall be deemed decertified if  
15 a petition is submitted to the Sheriff and the County Executive that is signed by more than  
16 50% of the full-time sworn law enforcement deputy sheriffs at the rank of [Captain]  
17 **CAPTAIN** and below indicating the desire of the **LAW ENFORCEMENT** deputy sheriffs to  
18 decertify the labor organization as the exclusive representative of the **LAW ENFORCEMENT**  
19 deputy sheriffs subject to this paragraph.

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

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

31                   2.     The certified labor organization, the Sheriff, and the  
32 County Executive shall make every reasonable effort to conclude negotiations on or before  
33 February 15 of the year in which a collective bargaining agreement is to take effect to allow  
34 for inclusion by the Sheriff of matters agreed [upon] **ON** in its budget request to the County  
35 Council.

36                   3.     **A.**     If the certified labor organization and the Sheriff  
37 and the County Executive are unable to reach an agreement before the date set forth in  
38 subsubparagraph 2 of this subparagraph, either the certified labor organization or the

1 Sheriff and the County Executive may seek nonbinding mediation through the Federal  
2 Mediation and Conciliation Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 I. Determine and set the qualifications of deputy sheriffs for  
23 appointment and promotions; and

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

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

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

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

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

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

3 **Article – Courts and Judicial Proceedings**

4 2–321.

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

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

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

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

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

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

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

25 [(iv)] 4. Subject to item [(ii)] 2 of this [paragraph]  
26 SUBPARAGRAPH, enter into a collective bargaining agreement, through the exclusive  
27 representative of the deputy sheriffs subject to this subsection, covering the wages, benefits,  
28 and other working conditions of the LAW ENFORCEMENT deputy sheriffs subject to this  
29 subsection, to the extent that the agreement does not impair the rights of the Sheriff set  
30 forth in paragraph (5)(iv) of this subsection; and

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

33 (II) A FULL–TIME SWORN CORRECTIONAL DEPUTY SHERIFF AT  
34 THE RANK OF LIEUTENANT AND BELOW MAY:

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

4                   **2. SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE**  
5 **REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS**  
6 **PARAGRAPH;**

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

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

21                   **5. DECERTIFY A LABOR ORGANIZATION AS THE**  
22 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS SUBJECT**  
23 **TO THIS PARAGRAPH.**

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

30                   **2. A LABOR ORGANIZATION SEEKING CERTIFICATION AS**  
31 **AN EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL DEPUTY SHERIFFS MUST**  
32 **SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED**  
33 **BY MORE THAN 50% OF THE SWORN CORRECTIONAL DEPUTY SHERIFFS AT THE RANK**  
34 **OF LIEUTENANT AND BELOW INDICATING THE DESIRE OF THE CORRECTIONAL**  
35 **DEPUTY SHERIFFS SUBJECT TO THIS SUBSECTION TO BE REPRESENTED**  
36 **EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE**  
37 **BARGAINING.**



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

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

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

10 (v) 1. A labor organization shall be deemed decertified if a  
11 petition is submitted to the Sheriff and the County Executive that is signed by more than  
12 50% of the full-time sworn law enforcement deputy sheriffs at the rank of [Captain]  
13 CAPTAIN and below indicating the desire of the LAW ENFORCEMENT deputy sheriffs to  
14 decertify the labor organization as the exclusive representative of the LAW ENFORCEMENT  
15 deputy sheriffs subject to this subsection.

16 2. A LABOR ORGANIZATION SHALL BE DEEMED  
17 DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY  
18 EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE FULL-TIME SWORN  
19 CORRECTIONAL DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW  
20 INDICATING THE DESIRE OF THE CORRECTIONAL DEPUTY SHERIFFS TO DECERTIFY  
21 THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE  
22 CORRECTIONAL DEPUTY SHERIFFS SUBJECT TO THIS SUBSECTION.

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

27 (ii) The certified labor organization, the Sheriff, and the County  
28 Executive shall make every reasonable effort to conclude negotiations on or before February  
29 15 of the year in which a collective bargaining agreement is to take effect to allow for  
30 inclusion by the Sheriff of matters agreed on in its budget request to the County Council.

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

36 2. A party seeking nonbinding mediation under  
37 subparagraph 1 of this subparagraph shall give written notice to the other party and to

1 the Federal Mediation and Conciliation Service at least 15 days prior to the start of the  
2 first mediation meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

3                   6. Maintain and improve the efficiency and effectiveness of  
4 operations;

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

11                   8. **HIRE, DIRECT, SUPERVISE, PROMOTE, DEMOTE,**  
12 **DISCIPLINE, ASSIGN, AND WITH REASONABLE CAUSE DISCHARGE FULL-TIME SWORN**  
13 **CORRECTIONAL DEPUTY SHERIFFS, WITH THE EXCEPTION THAT THE PROMOTIONAL**  
14 **PROCESS FOR CORRECTIONAL DEPUTY SHERIFFS UP TO THE RANK OF LIEUTENANT**  
15 **AND THE NUMBER AND COMPOSITION OF TRIAL BOARDS FOR THE DISCIPLINE**  
16 **PROCESS FOR DEPUTY SHERIFFS AT THE RANK OF LIEUTENANT AND BELOW ARE**  
17 **SUBJECT TO COLLECTIVE BARGAINING;**

18                   9. Determine and set the qualifications of deputy sheriffs for  
19 appointment and promotions; and

20                   **[9.] 10.** Determine and set the standards of conduct, and  
21 with consultation and input from the certified labor organization, adopt rules, orders,  
22 policies, regulations, and procedures on mutually agreed on subjects.

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

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

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

29                   (ii) Authorize the collection of mandatory membership fees from  
30 nonmembers of the employee organization.

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

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