

SENATE BILL 206

D1, D2

9lr1297

By: **The President (By Request – Department of Legislative Services – Code Revision)**

Introduced and read first time: January 23, 2019

Assigned to: Judicial Proceedings

Committee Report: Favorable

Senate action: Adopted

Read second time: February 20, 2019

CHAPTER _____

1 AN ACT concerning

2 **Code Revision – Courts – Sheriffs’ Salaries and Expenses**

3 FOR the purpose of revising, restating, and recodifying the laws of this State relating to
4 sheriffs’ salaries and expenses; clarifying language; making certain technical and
5 stylistic changes; providing for the construction of this Act; providing for the effect
6 and construction of certain provisions of this Act; authorizing the publisher of the
7 Annotated Code to make certain corrections in a certain manner; and generally
8 relating to Maryland law relating to sheriffs.

9 BY renumbering

10 Article – Courts and Judicial Proceedings
11 Section 2–309, 2–310, and 2–311, respectively
12 to be Section 2–313, 2–309, and 2–310, respectively
13 Annotated Code of Maryland
14 (2013 Replacement Volume and 2018 Supplement)

15 BY adding to

16 Article – Courts and Judicial Proceedings
17 New part designation “Part I. General Provisions” to immediately precede Section
18 2–301
19 Annotated Code of Maryland
20 (2013 Replacement Volume and 2018 Supplement)

21 BY repealing and reenacting, without amendments,

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.



1 Article – Courts and Judicial Proceedings
2 Section 2–301
3 Annotated Code of Maryland
4 (2013 Replacement Volume and 2018 Supplement)

5 BY adding to
6 Article – Courts and Judicial Proceedings
7 New part designation “Part II. Sheriffs’ Salaries” to immediately precede Section
8 2–313
9 Annotated Code of Maryland
10 (2013 Replacement Volume and 2018 Supplement)
11 (As enacted by Section 1 of this Act)

12 BY repealing and reenacting, with amendments,
13 Article – Courts and Judicial Proceedings
14 Section 2–313
15 Annotated Code of Maryland
16 (2013 Replacement Volume and 2018 Supplement)
17 (As enacted by Section 1 of this Act)

18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
19 That Sections(s) 2–309, 2–310, and 2–311, respectively, of Article – Courts and Judicial
20 Proceedings of the Annotated Code of Maryland be renumbered to be Section(s) 2–313,
21 2–309, and 2–310, respectively.

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

24 **Article – Courts and Judicial Proceedings**

25 **PART I. GENERAL PROVISIONS.**

26 2–301.

27 (a) Except as provided in § 2–302 of this subtitle, the sheriff shall serve all papers
28 directed to him according to their instructions, within the time set by the court.

29 (b) (1) A sheriff may serve papers in a county other than the county of which
30 he is sheriff; or

31 (2) The clerk may send a paper to the sheriff of another county for service
32 by him. After serving the paper the sheriff shall file a return with the court from which it
33 was issued.

34 **2–311. RESERVED.**

1 **2-312. RESERVED.**

2 **PART II. SHERIFFS' SALARIES.**

3 **2-313.**

4 (a) The sheriff **AND DEPUTY SHERIFFS** of a county [and his deputies] shall
5 [receive]:

6 (1) **RECEIVE** the annual salaries provided by this [section] **PART** for
7 performing the duties required of them by the Constitution and the laws of this State[.
8 They shall be]; **AND**

9 (2) **BE** reimbursed for expenses as provided by law.

10 (B) (1) **A DEPUTY SHERIFF SHALL PERFORM THE DUTIES INCIDENTAL TO**
11 **THE OFFICE AS ARE ASSIGNED BY THE SHERIFF.**

12 (2) **ALL DEPUTY SHERIFFS' SALARIES SHALL BE PAID AT LEAST ONCE**
13 **EACH MONTH.**

14 [(a-1)] (C) The government of each county shall [furnish]:

15 (1) **FURNISH** an office for the sheriff [and pay];

16 (2) **PAY** the necessary expenses for telephones, stationery, and [for] other
17 purposes[.]; and [unless]

18 (3) **UNLESS** otherwise provided by law, [shall] provide for [the]:

19 (I) **THE** necessary traveling expenses of the sheriff for conveying
20 prisoners to any penal institution in the State; and [other]

21 (II) **OTHER** necessary traveling expenses.

22 REVISOR'S NOTE: This section is derived without substantive change from former
23 § 2-309(a), (a-1), and (z) of this subtitle.

24 In subsection (b)(2) of this section, the reference to "deputy sheriffs" salaries
25 is added for clarity.

26 **2-314.**

27 (A) **THIS SECTION APPLIES ONLY IN ALLEGANY COUNTY.**

1 (b) [(1)] The Sheriff of Allegany County shall receive the salary set by the
2 County Commissioners OF ALLEGANY COUNTY in accordance with Title 28, Subtitle 1 of
3 the Local Government Article.

4 [(2)] (C) (1) The Sheriff shall appoint not less than five deputies at
5 salaries determined by the Sheriff's budget who are under the county classified service[;
6 at].

7 (2) AT least one of [these] THE deputies shall be assigned by the Sheriff to
8 [execute]:

9 (I) EXECUTE process, orders, and directions for the juvenile
10 court[.]; and [to perform]

11 (II) PERFORM the other duties the Sheriff assigns.

12 [(3)] (D) (1) If authorized by the County Commissioners, the Sheriff
13 may employ a clerk–bookkeeper under the county classified service at a salary agreed
14 [upon] ON by the Sheriff and the County Commissioners.

15 (2) The clerk–bookkeeper shall perform the duties assigned by the Sheriff,
16 including the preparation of reports submitted by the Sheriff's Office to the grand jury or
17 the County Commissioners.

18 [(4)] (E) If the Sheriff [of Allegany County] approves after considering
19 personnel needs, the County Commissioners may authorize a deputy sheriff to perform
20 off–duty services for any person who agrees to pay a fee, including [hourly]:

21 (1) HOURLY rates for off–duty service[, any];

22 (2) ANY necessary insurance to be determined by the COUNTY
23 Commissioners[, any];

24 (3) ANY fringe benefits[.]; and [the]

25 (4) THE reasonable rental cost of uniforms or other equipment used by any
26 off–duty personnel.

27 [(5)] (F) (1) The Sheriff, with the approval of the County
28 Commissioners, may appoint a chief deputy sheriff who shall perform all legal functions of
29 the Sheriff during any temporary absence, sickness, vacation, or vacancy of [Office]
30 OFFICE of the Sheriff.

31 (2) The Sheriff may appoint as chief deputy a person who has not served

1 as a deputy sheriff.

2 **(3)** The chief deputy sheriff [shall]:

3 **(I)** **SHALL** serve at the Sheriff's pleasure[.]; and [is]

4 **(II)** **IS** not under the county classified service.

5 **[(6) (i) (G) (1)]** This subsection does not apply to officers in the
6 Sheriff's Office at a rank of lieutenant or above.

7 **[(ii) (2)]** Deputies, officers, and civilian employees of the Sheriff's
8 Office, including the [Allegany County] **COUNTY** jail, have the right to organize and
9 bargain collectively with the Sheriff concerning wages and benefits, hours, working
10 conditions, discipline procedures, and job security issues through a labor organization
11 selected by the majority of the deputies, officers, and civilian employees.

12 **[(iii) (3)]** The Sheriff shall meet with the labor organization and
13 engage in good faith negotiations to reach a written agreement on wages and benefits,
14 hours, working conditions, discipline procedures, and job security issues.

15 **[(iv) (4)]** If the labor organization and the Sheriff are unable to
16 reach an agreement during the collective bargaining process, either the labor organization
17 or the Sheriff may seek nonbinding mediation through the Federal Mediation and
18 Conciliation Service by giving at least 15 [days] **DAYS'** notice to the other party and to the
19 Federal Mediation and Conciliation Service.

20 **[(v) 1.] (5) (I)** If the Sheriff and the labor organization are
21 unable to agree to the interpretation or application of a written agreement entered under
22 this subsection, the Sheriff or the labor organization may demand arbitration before a
23 neutral labor arbitrator in accordance with this paragraph.

24 **[2.] (II)** An arbitration initiated under this paragraph shall
25 be conducted before a single arbitrator.

26 **[3.] (III) 1.** The arbitrator shall be selected to hear the
27 dispute from a panel of seven arbitrators who are members of the National Academy of
28 Arbitrators.

29 **2.** The panel shall be requested from the Federal Mediation
30 and Conciliation Service.

31 **[4.] (IV)** The parties shall select an arbitrator by alternative
32 strikes from the panel.

33 **[5.] (V)** The arbitrator selected may schedule a hearing,

1 issue subpoenas to compel the testimony of witnesses and the production of documents,
2 administer oaths, and declare the record closed.

3 [6.] (VI) The written decision of the arbitrator shall be:

4 [A.] 1. Final and binding on the Sheriff, employee, and the
5 labor organization to the extent the decision addresses wages and benefits; and

6 [B.] 2. Nonbinding to the extent the decision addresses
7 hours, working conditions, discipline procedures, and job security issues.

8 [7.] (VII) The Sheriff and labor organization shall share
9 equally in the costs of the arbitration proceeding.

10 [(vi)] (6) This subsection may not be construed to authorize an
11 employee of the Sheriff's Office or of the [Allegany County] COUNTY jail to engage in a
12 strike.

13 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
14 the scope of the section.

15 Subsections (b) through (g) of this section are derived without substantive
16 change from former § 2-309(b) this subtitle.

17 In subsection (b) of this section, the reference to the County Commissioners
18 "of Allegany County" is added for clarity.

19 **2-315.**

20 (A) **THIS SECTION APPLIES ONLY IN ANNE ARUNDEL COUNTY.**

21 [(c) (1)] (B) The [annual salary of the] Sheriff of Anne Arundel County shall
22 [be] **RECEIVE AN ANNUAL SALARY OF:**

23 [(i)] (1) \$128,657 for calendar year 2014; and

24 [(ii)] (2) \$133,000 for calendar year 2015 and each subsequent
25 calendar year.

26 [(2) (i)] (C) (1) The Sheriff [of Anne Arundel County] shall appoint
27 deputies at a salary as provided by the County Council **OF ANNE ARUNDEL COUNTY.**

28 [(ii)] (2) The Sheriff may appoint a chief deputy who shall serve at
29 the pleasure of the Sheriff.

30 [(3)] (D) Employees in the Sheriff's Office shall be in the county merit

1 system.

2 **[(4) (E)]** In case of emergency, the Sheriff may temporarily deputize any
3 able-bodied citizen to assist the Sheriff in carrying out the duties of the Sheriff's Office.

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

7 **[(6) (i) (G)]** **(1)** The Sheriff may appoint part-time deputies as
8 provided in the county budget.

9 **[(ii) (2)]** A part-time deputy appointed under this [paragraph]
10 **SUBSECTION** may not work more than 24 hours per week.

11 **[(iii) (3)]** The Sheriff may set the rate of pay for a part-time deputy.

12 **[(iv) (4)]** A part-time deputy appointed under this [paragraph]
13 **SUBSECTION** is not eligible for any benefits that are provided to county employees,
14 including pension benefits, unless approved by the County Council.

15 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
16 the scope of the section.

17 Subsections (b) through (g) of this section are derived without substantive
18 change from former § 2-309(c) of this subtitle.

19 In subsection (c)(1) of this section, the reference to the County Council "of
20 Anne Arundel County" is added for clarity.

21 **2-316.**

22 **(A) THIS SECTION APPLIES ONLY IN BALTIMORE CITY.**

23 **[(d) (1) (i) (B)]** [In Baltimore City, the Sheriff] **THE SHERIFF OF**
24 **BALTIMORE CITY** shall receive [an]:

25 **(1)** **AN** expense allowance of \$750 two times per year; and [a]

26 **(2)** **AN ANNUAL** salary of:

27 **[1.] (I)** \$79,300 in calendar year 2007;

28 **[2.] (II)** \$84,600 in calendar year 2008;

1 [3.] (III) \$89,900 in calendar year 2009;

2 [4.] (IV) \$95,200 in calendar year 2010; and

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

6 [(ii)] (C) (1) The Sheriff[

7 1. Shall] **SHALL** appoint [an]:

8 (I) **AN** undersheriff or chief deputy sheriff[, one];

9 (II) **ONE** assistant sheriff[, three];

10 (III) **THREE** deputy sheriff majors[, three];

11 (IV) **THREE** deputy sheriff captains[, six];

12 (V) **SIX** deputy sheriff lieutenants[, one];

13 (VI) **ONE** secretary sheriff[.]; and [one]

14 (VII) **ONE** fiscal clerk sheriff[; and].

15 [2.] (2) [May] **THE SHERIFF MAY** appoint up to a
16 maximum of:

17 [A.] (I) 9 deputy sheriff sergeants;

18 [B.] (II) 103 deputy sheriffs;

19 [C.] (III) 2 domestic violence clerks; and

20 [D.] (IV) 2 domestic violence advocates.

21 [(iii)] 1.] (D) (1) Except [for deputy sheriffs, deputy sheriff
22 sergeants, and deputy sheriff lieutenants] **AS PROVIDED IN PARAGRAPH (2) OF THIS**
23 **SUBSECTION**, salaries for [these] employees **LISTED IN SUBSECTION (C) OF THIS**
24 **SECTION** shall be set by the Secretary of Budget and Management.

25 [2.] (2) (I) Salaries for deputy sheriffs shall be set at a
26 rate not less than the salary equivalent to grade 14 of the State pay scale.

1 **[3.] (II)** Salaries for deputy sheriff sergeants shall be set at a
2 rate not less than the salary equivalent to grade 16 of the State pay scale.

3 **[4.] (III)** Salaries for deputy sheriff lieutenants shall be set at
4 a rate not less than the salary equivalent to grade 18 of the State pay scale.

5 **[(iv)] (E) (1)** In addition to any other compensation received, each
6 deputy sheriff shall receive an expense allowance of \$400 annually for:

7 **[1.] (I)** Ammunition for practice sessions at the range;

8 **[2.] (II)** Clothing allowance to defray the cost of dry cleaning
9 and maintaining the clothing worn while on duty; and

10 **[3.] (III)** The purchase and maintenance of other items
11 necessary to fulfill duties that currently are not furnished by the Baltimore City Sheriff's
12 Department.

13 **[(v)] (2) (I)** A deputy sheriff who uses a personal automobile is
14 entitled to a monthly automobile allowance at the same rate paid to other State employees.

15 **(II)** Any Sheriff who is assigned a city-owned automobile may not
16 receive the monthly automobile expense allowance.

17 **[(vi)] (3) (I)** The Sheriff's Office shall also have assistants at the
18 compensation provided for in the annual ordinance of estimates of Baltimore City.

19 **(II)** Provisions shall also be made in the ordinance for the expenses
20 of the [Office of the Sheriff] **SHERIFF'S OFFICE**, including the purchase and maintenance
21 of motor vehicles.

22 **[(vii)] (4)** The Mayor and City Council of Baltimore have the same
23 power with respect to the salaries of the [Office of the Sheriff] **SHERIFF'S OFFICE** as they
24 have under the city charter with respect to the salaries of all municipal departments.

25 **[(viii)] (5)** Employees of the Sheriff's Office, except the Sheriff, shall
26 be selected according to the provisions of the State Personnel and Pensions Article.

27 **[(2)] (F) (1)** The Mayor and City Council shall pay monthly to the
28 Sheriff [of Baltimore City] one twelfth of the amount provided in the ordinance of estimates
29 for the expenses of the Sheriff's Office.

30 **(2)** Within 30 days after June 30th in each and every year the Sheriff [of
31 Baltimore City] shall pay to the Mayor and City Council [of Baltimore] any of the
32 unexpended expense funds advanced during the preceding year and render a detailed

1 account to the Mayor and City Council [of Baltimore] of all expense funds received and
2 expended by [him] **THE SHERIFF**.

3 **(3)** The Mayor and City Council [of Baltimore] shall reimburse the State
4 [of Maryland] for the administrative costs incurred because the employees of the Sheriff's
5 Office [of Baltimore City] are in the State Personnel Management System.

6 **[(3)] (G)** During the course of [his] **A DEPUTY SHERIFF'S** employment,
7 any deputy sheriff of [Baltimore City] **THE CITY** may ride in [Baltimore City] **THE CITY**
8 on public transportation of the Maryland Transit Administration without paying any fare
9 if [he] **THE DEPUTY SHERIFF** shows proper identification regarding [his position]
10 **EMPLOYMENT** as a deputy sheriff.

11 **REVISOR'S NOTE:** Subsection (a) of this section is new language added to clarify
12 the scope of the section.

13 Subsections (b) through (g) of this section are derived without substantive
14 change from former § 2-309(d) of this subtitle.

15 In the introductory language of subsection (b)(2) of this section, the reference
16 to an "annual" salary is added for clarity.

17 In subsection (d)(1) of this section, the phrase "[e]xcept as provided in
18 paragraph (2) of this subsection" is substituted for the former phrase "[e]xcept
19 for deputy sheriffs, deputy sheriff sergeants, and deputy sheriff lieutenants"
20 for clarity. Similarly, the reference to "employees listed in subsection (c) of this
21 section" is substituted for the former reference to "these employees".

22 **2-317.**

23 **(A) THIS SECTION APPLIES ONLY IN BALTIMORE COUNTY.**

24 **[(e) (1)] (B)** The Sheriff of Baltimore County shall receive an annual salary
25 of:

26 **[(i)] (1)** \$75,000 for calendar year 2007;

27 **[(ii)] (2)** \$80,000 for calendar year 2008;

28 **[(iii)] (3)** \$85,000 for calendar year 2009; and

29 **[(iv)] (4)** \$90,000 for calendar year 2010 and each subsequent
30 calendar year.

31 **[(2)] (C) (1)** The Sheriff shall appoint an under-sheriff and any
32 number of deputies and any clerical assistant required by the duties of the office.

1 **(2)** The Sheriff may also appoint a number of deputies to the ranks of chief
2 deputy, captain, lieutenant, and sergeant as [his] **THE SHERIFF'S** duties and
3 responsibilities require.

4 **(3)** The cost and expense of [these] **THE** supervisory, administrative, and
5 clerical positions **LISTED IN PARAGRAPHS (1) AND (2) OF THIS SUBSECTION**, including
6 salaries, shall be as provided in the budget of the county by the County Executive **OF**
7 **BALTIMORE COUNTY** and as approved by the County Council **OF BALTIMORE COUNTY**.

8 **(4)** All full-time employees under this [subsection] **SECTION** are subject to
9 the provisions of the county merit system and the rules and regulations passed by the
10 County Council pursuant to the charter, as to qualifications, compensation, and other
11 regulations.

12 **(5) (I)** [Part-time] **EXCEPT AS PROVIDED IN SUBPARAGRAPH (II)**
13 **OF THIS PARAGRAPH, PART-TIME** deputies may not be employed by the Sheriff's Office.

14 **(II) 1.** [However, the] **THE** Sheriff may appoint as part-time
15 deputies persons employed in specific plants, institutions, colleges, and hospitals situated
16 within [Baltimore County] **THE COUNTY** who are limited to service only within the
17 particular facility where they are employed[, and who].

18 **2. A PART-TIME DEPUTY EMPLOYED UNDER THIS**
19 **PARAGRAPH** may not be compensated by [Baltimore County] **THE COUNTY** for [their
20 services] **THE PART-TIME DEPUTY'S SERVICE**.

21 **[(3) (i) (D) (1)]** This [paragraph] **SUBSECTION** applies to all
22 full-time deputy sheriffs in the [Baltimore County] Sheriff's Office at the rank of lieutenant
23 and below.

24 **[(ii) 1.] (2) (I)** Full-time deputy sheriffs at the rank of
25 lieutenant and below may:

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

28 **[B.] 2.** Select a labor organization as their exclusive
29 representation unit;

30 **[C.] 3.** Engage in collective bargaining with the Baltimore
31 County Administration, or its designee, concerning wages and benefits, not regulated by
32 the Sheriff, through a labor organization certified as their exclusive representation unit;

33 **[D.] 4.** Subject to [subsubparagraph 2] **SUBPARAGRAPH**

1 **(II)** of this [subparagraph] **PARAGRAPH**, enter into a collective bargaining agreement,
 2 through their exclusive representation unit, covering those wages and benefits not
 3 regulated by the Sheriff; and

4 **[E.] 5.** Decertify a labor organization as their exclusive
 5 representation unit.

6 **[2.] (II)** Any additional funding required as a result of a
 7 negotiated collective bargaining agreement shall be subject to approval by the County
 8 Council.

9 **[(iii) 1.] (3) (I)** A labor organization shall be deemed
 10 certified as an exclusive representation unit if the following conditions are met:

11 **[A.] 1.** A petition for the labor organization to be
 12 recognized by the Baltimore County Administration is signed by at least 51% of the deputy
 13 sheriffs at the rank of lieutenant and below indicating their desire to be exclusively
 14 represented by the petitioner for the purpose of collective bargaining; and

15 **[B.] 2.** The petition is submitted to the Baltimore County
 16 Administration.

17 **[2.] (II)** If the Baltimore County Administration does not
 18 challenge the validity of the petition within 10 calendar days following the receipt of the
 19 petition, the labor organization shall be deemed certified as the exclusive representation
 20 unit.

21 **[3.] (III)** If the Baltimore County Administration challenges
 22 the validity of the petition, the American Arbitration Association shall be requested to
 23 appoint a third-party neutral to conduct an election and to certify whether the labor
 24 organization has been selected as the exclusive representation unit by a majority of the
 25 votes cast in the election.

26 **[4.] (IV)** The costs associated with the American Arbitration
 27 Association and the third-party neutral shall be shared equally by the parties.

28 **[(iv) 1.] (4) (I)** Following certification of an exclusive
 29 representation unit as provided in [subparagraph (iii)] **PARAGRAPH (3)** of this
 30 [paragraph] **SUBSECTION**, the parties shall meet at reasonable times and engage in
 31 collective bargaining in good faith.

32 **[2.] (II)** The parties shall make every reasonable effort to
 33 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
 34 **SHERIFF'S OFFICE** of matters agreed on in its budget request to the County Council.

35 **[(v) 1.] (5) (I)** A collective bargaining agreement shall

1 contain all matters of agreement reached in the collective bargaining process.

2 [2.] (II) The agreement may contain a grievance procedure
3 providing for nonbinding arbitration of grievances.

4 [3.] (III) An agreement reached in accordance with this
5 [subparagraph] PARAGRAPH shall be in writing and signed by the designated
6 representatives of the parties involved in the collective bargaining negotiations.

7 [4. A.] (IV) 1. Subject to [subsubsubparagraph B]
8 SUBSUBPARAGRAPH 2 of this [subsubparagraph] SUBPARAGRAPH, an agreement is not
9 effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the
10 bargaining unit and the Baltimore County Administration.

11 [B.] 2. Additional funding, if any, required as a result of
12 the agreement shall be subject to the approval of the County Council.

13 [(vi)] (6) Nothing in this [paragraph] SUBSECTION may be
14 construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as
15 defined in § 3–303 of the State Personnel and Pensions Article.

16 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
17 the scope of the section.

18 Subsections (b) through (d) of this section are derived without substantive
19 change from former § 2–309(e) of this subtitle.

20 In subsection (c)(3) of this section, the references to the County Executive “of
21 Baltimore County” and the County Council “of Baltimore County” are added
22 for clarity.

23 **2–318.**

24 (A) **THIS SECTION APPLIES ONLY IN CALVERT COUNTY.**

25 [(f) (1) (i)] (B) (1) The Sheriff of Calvert County shall receive an
26 annual salary:

27 [1.] (I) Of \$90,480 for calendar year 2018; and

28 [2.] (II) Beginning in calendar year 2019, equal to the salary
29 of a Department of State Police lieutenant colonel, class code 5905 (grade 13, step 12).

30 [(ii) 1.] (2) (I) On or after January 1, 2011, the County
31 Commissioners OF CALVERT COUNTY may pay to the Sheriff additional compensation
32 equal to the amount of contributions the County Commissioners would have made to the

1 Calvert County Employees' Savings Plan on behalf of the Sheriff for the years of service the
 2 Sheriff accrued as the Sheriff [of Calvert County] prior to joining the Calvert County
 3 Employees' Savings Plan.

4 [2.] (II) The amount payable in [subsubparagraph 1 of this
 5 subparagraph] **SUBPARAGRAPH (I) OF THIS PARAGRAPH** may be made in one or more
 6 payments as deemed appropriate by the County Commissioners.

7 [(2)] (C) (1) The Sheriff may appoint deputy sheriffs in the number
 8 and at the salary approved by the County Commissioners.

9 (2) (I) [The deputy sheriffs] **A DEPUTY SHERIFF** shall serve under the
 10 direction of the Sheriff.

11 (II) Within [one] 1 year of [their] appointment, [they] **A DEPUTY**
 12 **SHERIFF** shall complete the course prescribed for police officers by the Maryland Police
 13 Training and Standards Commission.

14 (III) 1. [The deputy sheriffs] **EXCEPT AS PROVIDED IN**
 15 **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, A DEPUTY SHERIFF** funded by the
 16 County Commissioners will become A merit system [employees] **EMPLOYEE** of the Calvert
 17 County Sheriff's Office [upon] **ON** completion of [their] **THE DEPUTY SHERIFF'S** initial
 18 probation period and may not be dismissed without cause[, except the deputy sheriffs].

19 2. **A DEPUTY SHERIFF** funded through grants or other
 20 sources may be dismissed without cause when the funding source is depleted.

21 (IV) 1. [There] **EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH**
 22 **2 OF THIS SUBPARAGRAPH, THERE** may be no honorary deputy sheriffs of [Calvert
 23 County] **THE COUNTY** and no one is authorized to carry badges, certificates, or other
 24 materials for the purpose of identifying the bearer as an honorary deputy sheriff.

25 2. A. [However, the] **THE** Sheriff may appoint as special
 26 deputy sheriffs any members of the police force of the towns of North Beach or Chesapeake
 27 Beach who shall have all of the powers and authority of the deputy sheriffs.

28 B. The County Commissioners are authorized to reimburse
 29 the towns of North Beach and Chesapeake Beach in whole or in part for services performed
 30 by the special deputy sheriffs outside the town limits.

31 [(3) (i)] (D) (1) The Sheriff may appoint [1] **ONE** full-time
 32 assistant sheriff who shall:

33 [1.] (I) Serve under the direction of the Sheriff; and

1 [2.] (II) Be designated by the Sheriff as a line officer.

2 [(ii)] (2) The Sheriff shall appoint an individual to serve as the
3 assistant sheriff who:

4 [1.] (I) Is an active duty deputy sheriff and holds the rank
5 of a commissioned officer in the [Calvert County] Sheriff's Office; or

6 [2.] (II) Is not a current employee of the [Calvert County]
7 Sheriff's Office.

8 [(iii) 1.] (3) (I) The appointment of the assistant sheriff is in
9 the sole discretion of the Sheriff.

10 [2.] (II) The Sheriff may appoint the assistant sheriff
11 without subjecting the candidate to a written examination.

12 [3.] (III) The assistant sheriff serves at the pleasure of the
13 Sheriff.

14 [(iv) 1.] (4) (I) If the assistant sheriff was an active duty
15 deputy sheriff in the [Calvert County] Sheriff's Office immediately before appointment, the
16 assistant sheriff:

17 [A.] 1. Shall receive an annual salary set on appointment
18 and each fiscal year thereafter as provided in the Sheriff's budget approved and adopted by
19 the County Commissioners [of Calvert County];

20 [B.] 2. Shall retain full merit status; and

21 [C.] 3. At the end of an appointment, shall be placed at the
22 highest rank on the approved Calvert County Deputy Sheriff Pay Scale and shall receive
23 the salary reflected at the highest step within that highest rank.

24 [2.] (II) If the assistant sheriff was not an employee of the
25 [Calvert County] Sheriff's Office immediately before appointment, the assistant sheriff:

26 [A.] 1. Shall receive an annual salary that is established
27 through a mutual agreement between the Sheriff and the County Commissioners [of
28 Calvert County];

29 [B.] 2. Shall be afforded all the benefits available to
30 full-time employees in the [Calvert County] Sheriff's Office; and

31 [C.] 3. May not be given merit status.

1 **[3.] (III)** The annual salary set by the County
 2 Commissioners [of Calvert County] under [subsubparagraph 1A] **SUBPARAGRAPH (I)1** of
 3 this [subparagraph] **PARAGRAPH**:

4 **[A.] 1.** Shall include the same cost of living adjustment, if
 5 any, approved by the County Commissioners [of Calvert County] for county merit
 6 employees; and

7 **[B.] 2.** May not be reduced from the prior fiscal year
 8 without cause.

9 **[4.] (IV)** The Sheriff may negotiate the salary of the
 10 assistant sheriff set by the County Commissioners [of Calvert County] under
 11 [subsubparagraph 1A] **SUBPARAGRAPH (I)1** of this [subparagraph] **PARAGRAPH**.

12 **[(4) (i)] (E) (1)** Except as provided in [subparagraph (ii)]
 13 **PARAGRAPH (2)** of this [paragraph] **SUBSECTION**, any Sheriff [of Calvert County] who,
 14 since 1948, has served for three or more terms shall receive a pension when [he] **THE**
 15 **SHERIFF** leaves office [in]:

16 **(I)** **IN** the annual amount of \$150 for each year served[. This
 17 pension]; **AND**

18 **(II)** **THAT** shall be paid not less frequently than once a month.

19 **[(ii)] (2)** This [paragraph] **SUBSECTION** does not apply to a term
 20 of office that begins on or after July 1, 1988.

21 **[(5) (i)] (F) (1)** The County Commissioners [of Calvert County]
 22 may provide in their annual budget for a pension to be paid to the surviving spouse, if any,
 23 of any Sheriff [of Calvert County] who was in office as of October 1970.

24 **[(ii)] (2)** The pension shall be in the amount of \$250 a month and
 25 shall be paid to the surviving spouse, if any, for the life of that surviving spouse.

26 **[(6) (i)] (G) (1)** This paragraph applies to an individual who:

27 **[1.] (I)** On or after July 1, 2008, serves as the Sheriff [of
 28 Calvert County]; and

29 **[2.] (II)** As the Sheriff [of Calvert County] does not
 30 participate in the Employees' Pension System under Title 23 of the State Personnel and
 31 Pensions Article.

1 [(ii) (2)] An individual described in [subparagraph (i) of this
2 paragraph] **PARAGRAPH (1) OF THIS SUBSECTION** may participate in the Calvert County
3 Employees' Savings Plan.

4 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
5 the scope of the section.

6 Subsections (b) through (g) of this section are derived without substantive
7 change from former § 2-309(f) of this subtitle.

8 In subsection (b)(2)(i) of this section, the reference to the County
9 Commissioners "of Calvert County" is added for clarity.

10 **2-319.**

11 **(A) THIS SECTION APPLIES ONLY IN CAROLINE COUNTY.**

12 [(g) (1)] **(B)** The Sheriff of Caroline County shall receive an annual salary
13 equal to 80% of the annual salary of the State's Attorney for Caroline County.

14 [(2) (i)] **(C) (1)** The [sheriff] **SHERIFF** may appoint:

15 **[1.] (I)** Deputy sheriffs and other personnel in accordance
16 with the county budget; and

17 **[2.] (II)** A chief deputy sheriff, or the managerial
18 equivalent, who shall serve at the pleasure of the [sheriff] **SHERIFF**.

19 [(ii) (2)] The [sheriff] **SHERIFF** may not refuse to reappoint a
20 deputy sheriff without just cause.

21 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
22 the scope of the section.

23 Subsections (b) and (c) of this section are derived without substantive change
24 from former § 2-309(g) of this subtitle.

25 **2-320.**

26 **(A) THIS SECTION APPLIES ONLY IN CARROLL COUNTY.**

27 [(h) (1)] **(B)** The Sheriff of Carroll County shall receive an annual salary [as
28 follows] **OF:**

29 **[(i) (1)] \$90,000 beginning [on] December 1, 2014;**

1 [(ii) (2) \$100,000 beginning December 4, 2018; and

2 [(iii) (3) \$110,000 beginning December 3, 2019, and thereafter.

3 [(2) (C) (1) The Sheriff may employ the number of personnel
4 necessary for the proper execution of the duties of office.

5 (2) Personnel shall receive the compensation set by the County
6 Commissioners OF CARROLL COUNTY.

7 [(3) (D) (1) Personnel employed by the Sheriff [shall]:

8 (I) SHALL be placed on a probationary status; and [may]

9 (II) MAY be dismissed by the Sheriff for any reason.

10 (2) After the probationary period, personnel may only be disciplined or
11 dismissed for just cause:

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

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

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

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

22 [(6) (i) (G) (1) Subject to [subparagraph (ii)] PARAGRAPH (2) of
23 this [paragraph] SUBSECTION, the Sheriff [of Carroll County] may appoint special deputy
24 sheriffs who are:

25 [1.] (I) Members of the police force of a Carroll County
26 municipal corporation;

27 [2.] (II) Selected by the chief of police of the municipal
28 corporation; and

29 [3.] (III) Verified by the chief of police of the municipal
30 corporation as having achieved at least the minimum level of training for police duties in a

1 municipality as designated by the Maryland Police Training and Standards Commission.

2 [(ii)] (2) The appointment of special deputy sheriffs under
3 [subparagraph (i)] PARAGRAPH (1) of this [paragraph] SUBSECTION is subject to the
4 following conditions:

5 [1.] (I) The Sheriff may assign the duties of special
6 deputies;

7 [2.] (II) The Sheriff may terminate the appointment of a
8 special deputy sheriff at will or on completion of the assignment for which the special
9 deputy was appointed;

10 [3.] (III) A special deputy sheriff shall remain an employee
11 of the municipal corporation for the purpose of unemployment insurance or employee
12 benefits; and

13 [4.] (IV) The Sheriff's liability insurance coverage within its
14 terms shall be provided to a special deputy sheriff under this [subsection] SECTION only
15 when the special deputy is acting within the special deputy's official duties.

16 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
17 the scope of the section.

18 Subsections (b) through (g) of this section are derived without substantive
19 change from former § 2-309(h) of this subtitle.

20 In subsection (c)(2) of this section, the reference to the County Commissioners
21 "of Carroll County" is added for clarity.

22 **2-321.**

23 (A) **THIS SECTION APPLIES ONLY IN CECIL COUNTY.**

24 [(i)] (1) (i)] (B) (1) The Sheriff of Cecil County shall receive an annual
25 salary of:

26 [1.] (I) \$71,500 for fiscal year 2015;

27 [2.] (II) \$75,075 for fiscal year 2016;

28 [3.] (III) \$77,350 for fiscal year 2017;

29 [4.] (IV) \$79,675 for fiscal year 2018;

30 [5.] (V) Except as provided in item [6] (VI) of this

1 [subparagraph] PARAGRAPH, \$82,075 for fiscal year 2019; and

2 [6.] (VI) For each term of office beginning with the term that
3 begins in fiscal year 2019, not less than \$100,000, as determined by the County Council of
4 Cecil County.

5 [(ii)] (2) In addition, the Sheriff shall receive the benefits and
6 reimbursements for reasonable expenses in the performance of duties as provided in the
7 [Cecil County] COUNTY budget or by law, including, where appropriate:

8 [1.] (I) Reimbursements under the Standard State Travel
9 Regulations; and

10 [2.] (II) Participation in the health care plan that is
11 negotiated for county employees.

12 [(iii)] 1.] (C) (1) The Sheriff shall appoint [a]:

13 (I) A chief deputy sheriff[, a];

14 (II) A community corrections director[, a];

15 (III) A detention center director[, a];

16 (IV) A detention center deputy director[, a];

17 (V) A law enforcement director[, law];

18 (VI) LAW enforcement personnel[.]; and [a]

19 (VII) A personal secretary to the Sheriff.

20 [2.] (2) The Sheriff may remove the chief deputy sheriff,
21 community corrections director, detention center director, detention center deputy director,
22 law enforcement director, and personal secretary to the Sheriff at any time whether or not
23 for cause.

24 [(iv)] (3) The Sheriff shall appoint full-time or part-time
25 employees, as provided in the county budget, to perform the duties of the Sheriff's Office,
26 including:

27 [1.] (I) Deputy sheriffs to perform law enforcement
28 functions;

29 [2.] (II) Deputy sheriffs to perform correctional functions;

1 [3.] (III) Clerical and other civilian employees;

2 [4.] (IV) A director of the detention center; and

3 [5.] (V) A community corrections director.

4 [(v) 1.] (D) (1) Except for the chief deputy sheriff, each
5 employee of the Sheriff's Office shall serve a probationary period of 18 months.

6 [2.] (2) The Sheriff may extend the probationary period
7 required under [subsubparagraph 1] PARAGRAPH (1) of this [subparagraph]
8 SUBSECTION for cause.

9 [(vi) (3) During the probationary period of an employee in the
10 Sheriff's Office:

11 [1.] (I) The employee shall satisfactorily complete any
12 certification or training program specified by the Sheriff; and

13 [2.] (II) The determination of an employee's qualifications
14 and ability to serve in the position of a permanent non-probationary employee shall be
15 within the sole discretion of the Sheriff.

16 [(vii) (E) (1) Except for the chief deputy sheriff, community
17 corrections director, detention center director, detention center deputy director, law
18 enforcement director, law enforcement personnel, and personal secretary to the Sheriff, all
19 employees of the Sheriff's department:

20 [1.] (I) Shall be governed by the rank, salary, and benefit
21 structures of the [Cecil County] COUNTY personnel policy; and

22 [2.] (II) Except as provided in [subparagraph (viii)]
23 PARAGRAPH (2) of this [paragraph, upon] SUBSECTION, ON completion of the
24 probationary period, shall be subject to the [Cecil County] COUNTY personnel regulations
25 and policies in all matters.

26 [(viii) (2) Law enforcement officers and correctional officers of the
27 Sheriff's Office may be terminated only for just cause.

28 [(ix) (3) Nothing in this [subsection] SECTION shall affect the
29 rights and protections accorded an employee under any other provision of law.

30 [(2) (F) The county shall pay the cost of all necessary expenses incurred
31 by the Sheriff and [his] THE SHERIFF'S staff.

1 **[(3)] (G)** The Sheriff [of Cecil County] shall have the authority to
 2 formulate and administer a plan that includes the method of supervision to use inmates
 3 the Sheriff deems eligible and selects to perform, under the supervision of State, county, or
 4 municipal employees, tasks the Sheriff assigns within the county or any incorporated
 5 municipality within the county.

6 **[(4) (i) 1.] (H) (1) (I)** Except as provided in
 7 [subsubparagraph 2] **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, this
 8 [paragraph] **SUBSECTION** 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 and below.

10 **[2.] (II)** This [paragraph] **SUBSECTION** does not apply to
 11 the chief deputy sheriff, community corrections director, detention center director,
 12 detention center deputy director, or law enforcement director in the Office of the Sheriff of
 13 Cecil County.

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

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

18 **[2.] (II)** Select a labor organization as the exclusive
 19 representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**;

20 **[3.] (III)** Engage in collective bargaining with the Sheriff and
 21 the County Executive of Cecil County, or the designee of the Sheriff and the County
 22 Executive, concerning wages, benefits, and any working conditions that are not included in
 23 [subparagraph (v)4A] **PARAGRAPH (5)(IV)1** of this [paragraph] **SUBSECTION** through a
 24 labor organization certified as the exclusive representative of the deputy sheriffs subject to
 25 this [paragraph] **SUBSECTION**;

26 **[4.] (IV)** Subject to item [2] **(II)** of this [subparagraph]
 27 **PARAGRAPH**, enter into a collective bargaining agreement, through the exclusive
 28 representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**, covering
 29 the wages, benefits, and other working conditions of the deputy sheriffs subject to this
 30 [paragraph] **SUBSECTION**, to the extent that the agreement does not impair the rights of
 31 the Sheriff set forth in [subparagraph (v)4] **PARAGRAPH (5)(IV)** of this [paragraph]
 32 **SUBSECTION**; and

33 **[5.] (V)** Decertify a labor organization as the exclusive
 34 representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**.

35 **[(iii) 1.] (3) (I)** A labor organization seeking certification as

1 an exclusive representative must submit a petition to the Sheriff and the County Executive
2 that is signed by more than 50% of the sworn law enforcement deputy sheriffs at the rank
3 of Captain and below indicating the desire of the deputy sheriffs subject to this [paragraph]
4 **SUBSECTION** to be represented exclusively by the labor organization for the purpose of
5 collective bargaining.

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

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

13 [4.] (IV) The costs associated with the appointment of a
14 neutral third party shall be shared equally by the parties.

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

20 [(iv) 1.] (4) (I) Following certification of an exclusive
21 representative as provided in [subparagraph (iii)] **PARAGRAPH (3)** of this [paragraph]
22 **SUBSECTION**, the certified labor organization and the Sheriff and the County Executive
23 shall meet at reasonable times and engage in collective bargaining in good faith.

24 [2.] (II) The certified labor organization, the Sheriff, and the
25 County Executive shall make every reasonable effort to conclude negotiations on or before
26 February 15 of the year in which a collective bargaining agreement is to take effect to allow
27 for inclusion by the Sheriff of matters agreed [upon] **ON** in its budget request to the County
28 Council.

29 [3. A.] (III) 1. If the certified labor organization and
30 the Sheriff and the County Executive are unable to reach an agreement before the date set
31 forth in [subsubparagraph 2] **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**,
32 either the certified labor organization or the Sheriff and the County Executive may seek
33 nonbinding mediation through the Federal Mediation and Conciliation Service.

34 [B.] 2. A party seeking nonbinding mediation under
35 [subsubsubparagraph A] **SUBSUBPARAGRAPH 1** of this [subsubparagraph]
36 **SUBPARAGRAPH** shall give written notice to the other party and to the Federal Mediation
37 and Conciliation Service at least 15 days prior to the start of the first mediation meeting.

1 [C.] 3. The costs associated with the mediator or mediation
2 process shall be shared equally by the parties.

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

7 [E.] 5. The contents of the mediation proceedings may not
8 be disclosed by any of the parties or the mediator.

9 [4.] (IV) The County Council shall enact a local ordinance
10 that allows for nonbinding arbitration if the certified labor organization, the Sheriff, and
11 the County Executive are unable to reach an agreement through mediation under
12 [subsubparagraph 3] SUBPARAGRAPH (III) of this [subparagraph] PARAGRAPH.

13 [(v) 1.] (5) (I) A collective bargaining agreement shall
14 contain all matters of agreement reached in the collective bargaining process.

15 [2.] (II) A collective bargaining agreement may contain a
16 grievance procedure providing for binding arbitration of grievances in reference to a labor
17 contract, including grievances related to interpretation or breach of contract.

18 [3.] (III) A collective bargaining agreement reached in
19 accordance with this [paragraph] SUBSECTION shall be in writing and signed by the
20 certified representatives of the parties involved in the collective bargaining negotiations.

21 [4.] (IV) Except as provided in the code and regulations of
22 [Cecil County] THE COUNTY, the provisions of this [subparagraph] PARAGRAPH and any
23 agreement made under it may not impair the right and the responsibility of the Sheriff to:

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

27 [B.] 2. Set the standards of service and exercise control
28 over operations, including the rights to determine work shifts and the number of deputy
29 sheriffs on each shift;

30 [C.] 3. Assign and retain deputy sheriffs in positions
31 within the office;

32 [D.] 4. Determine and set work projects, tours of duty,
33 schedules, assignments, and methods, means, and personnel by which operations are
34 conducted;

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

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

5 [G.] 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 deputy sheriffs up to the rank
8 of Captain and the number and composition of trial boards for the discipline process for
9 deputy sheriffs at the rank of Captain and below are subject to collective bargaining;

10 [H.] 8. Determine and set the qualifications of deputy
11 sheriffs for appointment and promotions; and

12 [I.] 9. Determine and set the standards of conduct, and
13 with consultation and input from the certified labor organization, adopt rules, orders,
14 policies, regulations, and procedures on mutually agreed on subjects.

15 [5.] (V) A collective bargaining agreement is not effective
16 until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit
17 and approved by the Sheriff, the County Executive, and the County Council.

18 [(vi)] (6) Nothing in this [paragraph] SUBSECTION may be
19 construed to:

20 [1.] (I) Authorize or otherwise allow a deputy sheriff to
21 engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

22 [2.] (II) Authorize the collection of mandatory membership
23 fees from nonmembers of the employee organization.

24 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
25 the scope of the section.

26 Subsections (b) through (h) of this section are derived without substantive
27 change from former § 2–309(i) of this subtitle.

28 **2–322.**

29 **(A) THIS SECTION APPLIES ONLY IN CHARLES COUNTY.**

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

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

5 [(3) (i)] (C) (1) The Sheriff, in accordance with rules and
6 regulations developed by the [Board of] County Commissioners OF CHARLES COUNTY
7 and the Sheriff, shall appoint the number of deputy sheriffs that the [Board of] County
8 Commissioners [of Charles County] and the Sheriff consider necessary.

9 [(ii)] (2) The salary schedule for the deputy sheriffs, based on rank
10 and length of service, shall correspond to the Department of State Police salary schedule,
11 including longevity steps.

12 [(iii)] (3) The salary schedule for the deputy sheriffs shall be revised
13 to reflect any revisions made to the Department of State Police salary schedule.

14 [(iv) 1.] (4) (I) Except as provided in [subparagraph (v)]
15 PARAGRAPH (5) of this [paragraph] SUBSECTION, the County Commissioners [of Charles
16 County] shall appropriate the funds necessary to provide the salaries for deputy sheriffs
17 specified in the salary schedule under [subparagraph (ii)] PARAGRAPH (2) of this
18 [paragraph] SUBSECTION unless the County Commissioners declare a fiscal emergency
19 under [subsubparagraph 2] SUBPARAGRAPH (II) of this [subparagraph] PARAGRAPH.

20 [2.] (II) After a discussion among the County
21 Commissioners [of Charles County], the Sheriff, and the exclusive representatives of the
22 bargaining units of sworn law enforcement officers and correctional officers of the Charles
23 County Sheriff's Office, the County Commissioners [of Charles County] may declare a fiscal
24 emergency by a majority vote of the County Commissioners following a public hearing.

25 [(v) 1.] (5) (I) If the Department of State Police grants step
26 increases to its employees, the County Commissioners [of Charles County] are not required
27 under [subparagraph (iv)] PARAGRAPH (4) of this [paragraph] SUBSECTION to grant step
28 increases to the deputy sheriffs.

29 [2.] (II) Step increases for the deputy sheriffs are subject to
30 appropriations by the County Commissioners [of Charles County].

31 [(4)] (D) (1) The books of the Sheriff shall be audited annually[, and
32 copies].

33 (2) COPIES of the audit SHALL BE published by the County
34 Commissioners in local newspapers.

1 **[(5) (i)] (E) (1)** This [paragraph] **SUBSECTION** applies to all
 2 full-time, merit system sworn law enforcement officers and correctional officers in the
 3 [Charles County] Sheriff's Office at a rank of sergeant or below.

4 **[(ii)] (2)** This [paragraph] **SUBSECTION** does not apply to the
 5 following employees in the [Charles County] Sheriff's Office:

6 **[1.] (I)** Sworn law enforcement officers or correctional
 7 officers in the [Charles County] Sheriff's Office at a rank of lieutenant or above;

8 **[2.] (II)** Employees in appointed positions;

9 **[3.] (III)** Civilian merit system employees;

10 **[4.] (IV)** Full-time reduced hours employees;

11 **[5.] (V)** Part-time employees;

12 **[6.] (VI)** Contractual employees;

13 **[7.] (VII)** Temporary employees;

14 **[8.] (VIII)** Emergency employees; or

15 **[9.] (IX)** Employees whose employment is administered
 16 under the county policies and procedures manual.

17 **[(iii) 1.] (3) (I)** A sworn law enforcement officer or
 18 correctional officer subject to this [paragraph] **SUBSECTION** has the right to:

19 **[A.] 1.** Take part in or refrain from taking part in forming,
 20 joining, supporting, or participating in any employee organization or its lawful activities;

21 **[B.] 2.** Be represented by an exclusive representative, if
 22 any, in collective bargaining; and

23 **[C.] 3.** Engage in other concerted activities for the purpose
 24 of collective bargaining.

25 **[2.] (II)** Sworn law enforcement officers and correctional
 26 officers subject to this [paragraph] **SUBSECTION** may seek recognition in order to organize
 27 and bargain collectively in good faith with the Sheriff or the Sheriff's designee concerning
 28 the following matters:

29 **[A.] 1.** Compensation, excluding salary, wages, and those

1 benefits determined, offered, administered, controlled, or managed by the County
2 Commissioners [of Charles County];

3 [B.] 2. Leave, holidays, and vacations; and

4 [C.] 3. Hours, working conditions, and job security.

5 [3. A.] (III) 1. Sworn law enforcement officers
6 subject to this [paragraph] SUBSECTION may seek recognition in order to organize and
7 bargain collectively in good faith with the County Commissioners [of Charles County] and
8 the Sheriff, or the Sheriff's designee, concerning merit step increases and those benefits
9 determined, offered, administered, controlled, or managed by the County Commissioners
10 [of Charles County].

11 [B.] 2. Correctional officers subject to this [paragraph]
12 SUBSECTION may seek recognition in order to organize and bargain collectively in good
13 faith with the County Commissioners [of Charles County] and the Sheriff, or the Sheriff's
14 designee, concerning salary, wages, and those benefits determined, offered, administered,
15 controlled, or managed by the County Commissioners [of Charles County].

16 [4. A.] (IV) 1. A sworn law enforcement officer or
17 correctional officer who is a member of a bargaining unit with an exclusive representative
18 may discuss any matter with the employer without the intervention of the exclusive
19 representative.

20 [B.] 2. If a discussion under [subsubsubparagraph A]
21 SUBSUBPARAGRAPH 1 of this [subsubparagraph] SUBPARAGRAPH leads to a resolution
22 or adjustment of a dispute, the resolution or adjustment may not be inconsistent with the
23 terms of a collective bargaining agreement then in effect.

24 [5.] (V) 1. A sworn law enforcement officer or
25 correctional officer who is not a member of a bargaining unit with an exclusive
26 representative may be required to pay a proportional service fee for costs associated with
27 the administration and enforcement of any agreement that benefits the affected employees.

28 2. An exclusive representative shall be selected in
29 accordance with the procedures set forth in [subparagraph (v)] PARAGRAPH (5) of this
30 [paragraph] SUBSECTION.

31 [6.] (VI) This [paragraph] SUBSECTION does not require
32 that sworn law enforcement officers and correctional officers be represented by the same
33 exclusive representative.

34 [(iv)] (4) The Sheriff and the [Office of the Sheriff for Charles
35 County] SHERIFF'S OFFICE, through their appropriate officers and employees, may:

- 1 **[1.] (I)** Determine the:
- 2 **[A.] 1.** Mission;
- 3 **[B.] 2.** Budget;
- 4 **[C.] 3.** Organization;
- 5 **[D.] 4.** Numbers, types, and grades of employees assigned;
- 6 **[E.] 5.** Work projects, tours of duty, and methods, means,
7 and personnel by which its operations are conducted;
- 8 **[F.] 6.** Technology needs;
- 9 **[G.] 7.** Internal security practices; and
- 10 **[H.] 8.** Relocation of its facilities;
- 11 **[2.] (II)** Maintain and improve the efficiency and
12 effectiveness of governmental operations;
- 13 **[3.] (III)** Determine the services to be rendered, operations
14 to be performed, and technology to be used;
- 15 **[4.] (IV)** Determine the overall methods, processes, means,
16 and classes of work or personnel by which governmental operations are to be conducted;
- 17 **[5.] (V)** Hire, direct, supervise, and assign employees;
- 18 **[6. A.] (VI)** Promote, demote, discipline, discharge,
19 retain, and lay off employees; [and
- 20 **B.] (VII)** Terminate employment because of lack of funds,
21 lack of work, a determination by the employer that continued work would be inefficient or
22 nonproductive, or for other legitimate reasons;
- 23 **[7.] (VIII)** Set the qualifications of employees for appointment
24 and promotions;
- 25 **[8.] (IX)** Set standards of conduct;
- 26 **[9.] (X)** Adopt office rules, regulations, and procedures;

1 [10.] (XI) Provide a system of merit employment according to
2 a standard of business efficiency; and

3 [11.] (XII) Take actions, not otherwise specified in this
4 [paragraph] SUBSECTION, to carry out the mission of the [Office of the Sheriff of Charles
5 County] SHERIFF'S OFFICE.

6 [(v) 1.] (5) (I) Except as provided in [subsubparagraph 2]
7 SUBPARAGRAPH (II) of this [subparagraph] PARAGRAPH, an exclusive representative
8 may not be recognized by the County Commissioners [of Charles County] or the Sheriff
9 unless that representative is selected and certified by the Department of Labor, Licensing,
10 and Regulation.

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

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

19 [4. A.] (IV) 1. Except as provided in
20 [subsubsubparagraph B] SUBSUBPARAGRAPH 2 of this [subsubparagraph]
21 SUBPARAGRAPH, an exclusive representative shall be deemed decertified if a petition is
22 submitted to the County Commissioners [of Charles County] and the Sheriff that is signed
23 by 51% of the sworn law enforcement officers or correctional officers indicating their desire
24 to decertify the exclusive representative.

25 [B.] 2. If the exclusive representative wishes to challenge
26 the validity of a petition submitted under [subsubsubparagraph A] SUBSUBPARAGRAPH
27 1 of this [subsubparagraph] SUBPARAGRAPH, within 20 days after submission of the
28 petition, the exclusive representative may request a secret ballot election.

29 [C.] 3. The secret ballot election shall be conducted by an
30 impartial umpire selected jointly by the participating parties from a list of umpires
31 provided by the American Arbitration Association.

32 [D.] 4. The costs associated with the appointment of the
33 impartial umpire shall be shared equally by the exclusive representative and [Charles
34 County] THE COUNTY.

35 [E.] 5. If at least 51% of the employees in the bargaining
36 unit vote in favor of decertification during the secret ballot election, the exclusive

1 representative shall be decertified.

2 [(vi) 1. A.] **(6) (I) 1.** The Sheriff may designate at
3 least one, but not more than four, individuals to represent the Sheriff in collective
4 bargaining.

5 [B.] **2.** If the County Commissioners [of Charles County]
6 are a party to collective bargaining, the County Commissioners may designate at least one,
7 but not more than four, individuals to represent the County Commissioners in collective
8 bargaining.

9 [C.] **3.** The exclusive representative shall designate at
10 least one, but not more than four, individuals to represent the exclusive representative in
11 collective bargaining.

12 [2.] **(II)** The parties shall meet at reasonable times and
13 engage in collective bargaining in good faith.

14 [3.] **(III)** Negotiations or matters relating to negotiations
15 shall be considered closed sessions under § 3–305 of the General Provisions Article.

16 [4.] **(IV)** The parties shall make every reasonable effort to
17 conclude negotiations in a timely manner for inclusion by the Sheriff and the [Office of the
18 Sheriff of Charles County] **SHERIFF’S OFFICE** in its budget request to the County
19 Commissioners [of Charles County].

20 [5.] **(V)** Negotiations for an agreement shall begin on or
21 before each September 1 of the year before the expiration of any existing agreement.

22 [(vii)] **(7)** To the extent that any matters negotiated between the
23 Sheriff, the County Commissioners [of Charles County], and the collective bargaining unit
24 require legislative approval or the appropriation of funds, the matters shall be
25 recommended to the General Assembly for the approval of legislation or to the County
26 Commissioners for the appropriation of funds.

27 [(viii)] **(8)** An agreement is not valid if it extends for less than 1 year
28 or for more than 4 years.

29 [(ix) 1.] **(9) (I)** An agreement shall contain all matters of
30 agreement reached in the collective bargaining process.

31 [2.] **(II)** An agreement may contain a grievance procedure
32 for binding arbitration of the interpretation of contract terms and clauses.

33 [3. A.] **(III) 1.** An agreement reached in accordance
34 with this [paragraph] **SUBSECTION** shall be in writing and signed by the designated

1 representatives of the Sheriff and the exclusive representative involved in the collective
2 bargaining negotiations.

3 **[B.] 2.** If the County Commissioners [of Charles County]
4 are a party to the agreement, the agreement shall be signed by the County Commissioners
5 in addition to the signatories required under [subsubsubparagraph A]
6 **SUBSUBPARAGRAPH 1** of this [subsubparagraph] **SUBPARAGRAPH**.

7 **[4.] (IV)** An agreement is not effective until it is ratified by:

8 **[A.] 1.** The Sheriff;

9 **[B.] 2.** If the County Commissioners [of Charles County]
10 are a party to the collective bargaining, the County Commissioners; and

11 **[C.] 3.** A majority of the votes cast by the employees in the
12 bargaining unit.

13 **[5.] (V)** A modification to an existing agreement is not valid
14 unless it is in writing and ratified by:

15 **[A.] 1.** The Sheriff;

16 **[B.] 2.** If the County Commissioners [of Charles County]
17 are a party to the collective bargaining, the County Commissioners; and

18 **[C.] 3.** A majority of the votes cast by the employees in the
19 bargaining unit.

20 **[(x)] (10)** If there is a conflict between an existing collective
21 bargaining agreement and a rule or regulation adopted by [Charles County] **THE COUNTY**,
22 including merit system or other personnel regulations, the terms of the agreement shall
23 prevail unless otherwise prohibited by law.

24 **[(xi) 1.] (11) (I)** If the exclusive representative, the Sheriff,
25 and, if a party to collective bargaining, the County Commissioners are unable to reach an
26 agreement on or before January 15, any party may seek mediation through the Federal
27 Mediation and Conciliation Service.

28 **[2.] (II)** A party seeking mediation under
29 [subsubparagraph 1] **SUBPARAGRAPH (I)** of this [subparagraph] **PARAGRAPH** shall
30 provide written notice to the other parties and the Federal Mediation and Conciliation
31 Service at least 15 days before the anticipated first mediation meeting.

32 **[3.] (III)** The parties shall share the costs of the services of
33 the mediator as follows:

1 [A.] 1. The exclusive representative shall pay half of the
2 costs;

3 [B.] 2. If the County Commissioners and the Sheriff are
4 both parties to the negotiations giving rise to the mediation, the County Commissioners
5 and the Sheriff shall each pay one-quarter of the costs; and

6 [C.] 3. If the County Commissioners [of Charles County]
7 are not a party to the negotiations giving rise to the mediation, the Sheriff shall pay half of
8 the costs.

9 [4.] (IV) Costs incurred by a party to prepare, appear, or
10 secure representation, expert witnesses, or evidence of any kind shall be borne exclusively
11 by that party.

12 [5.] (V) The parties shall engage in mediation for at least 30
13 days unless the parties mutually agree in writing to the termination or extension of the
14 mediation or reach an agreement.

15 [6.] (VI) The contents of a mediation proceeding under this
16 [subparagraph] PARAGRAPH may not be disclosed by the parties or the mediator.

17 [(xii) 1.] (12) (I) If the exclusive representative, the Sheriff,
18 and, if a party to collective bargaining, the County Commissioners [of Charles County]
19 have not reached an agreement on or before March 1, or any later date determined by
20 mutual agreement of the parties:

21 [A.] 1. Any party may declare a bargaining impasse;

22 [B.] 2. The party declaring a bargaining impasse under
23 item [A] 1 of this [subsubparagraph] SUBPARAGRAPH shall request a list of arbitrators
24 to be provided to the parties by the Federal Mediation and Conciliation Service or under
25 the Labor Arbitration Rules of the American Arbitration Association; and

26 [C.] 3. Within 3 days after the parties' receipt of the list
27 provided under item [B] 2 of this [subsubparagraph] SUBPARAGRAPH, the parties shall
28 select an arbitrator by alternative striking of names from the list.

29 [2.] (II) On or before March 15, or any later date determined
30 by mutual agreement of the parties, the parties shall submit to the arbitrator:

31 [A.] 1. A joint memorandum listing all items to which the
32 parties previously agreed; and

33 [B.] 2. A separate proposed memorandum of each party's

1 final offer presented in negotiations on all items to which the parties previously did not
2 agree.

3 [3. A.] (III) 1. On or before March 30, or any later
4 date determined by mutual agreement of the parties, the arbitrator shall hold a closed
5 hearing on the parties' proposals at a time, date, and place within [Charles County] THE
6 COUNTY selected by the arbitrator.

7 [B.] 2. At a hearing, each party may submit evidence and
8 make oral and written arguments in support of the party's last final offer.

9 [4.] (IV) The arbitrator may:

10 [A.] 1. Give notice and hold hearings in accordance with
11 the Maryland Administrative Procedure Act;

12 [B.] 2. Administer oaths and take testimony and other
13 evidence; and

14 [C.] 3. Issue subpoenas.

15 [5.] (V) Once the parties have submitted their positions into
16 the record, each party shall have an opportunity to revise its final position before the record
17 is closed and the matter is submitted to the arbitrator for a determination.

18 [6.] (VI) On or before April 15, or any later date determined
19 by mutual agreement of the parties, the arbitrator shall issue a report:

20 [A.] 1. Selecting the final offer submitted by the parties
21 that the arbitrator determines to be more reasonable when viewed as a whole; and

22 [B.] 2. Stating the reasons that the arbitrator found the
23 final offer to be more reasonable.

24 [7.] (VII) In determining which final offer is more reasonable
25 under [subsubparagraph 6] SUBPARAGRAPH (VI) of this [subparagraph] PARAGRAPH,
26 the arbitrator may consider only:

27 [A.] 1. Past collective bargaining agreements between the
28 parties, including the bargaining history that led to the collective bargaining agreement
29 and the precollective bargaining history of employee wages, hours, benefits, and other
30 working conditions;

31 [B.] 2. In an arbitration to which the exclusive
32 representative of sworn law enforcement officers is a party, a comparison of wages, hours,
33 benefits, and other conditions of employment of law enforcement officers employed in other

1 jurisdictions in the State;

2 [C.] 3. In an arbitration to which the exclusive
3 representative of sworn law enforcement officers is a party, a comparison of wages, hours,
4 benefits, and other conditions of employment of law enforcement officers from the primary
5 police or sheriff's departments in all counties in the State;

6 [D.] 4. In an arbitration to which the exclusive
7 representative of correctional officers is a party, a comparison of wages, hours, benefits,
8 and other conditions of employment of correctional officers employed in other jurisdictions
9 in the State;

10 [E.] 5. A comparison of wages, hours, benefits, and other
11 conditions of employment of employees working for [Charles County] **THE COUNTY**;

12 [F.] 6. The costs of the respective proposals of the parties;

13 [G.] 7. The condition of the General Operating Fund of
14 Charles County, the ability of the Sheriff and [Charles County] **THE COUNTY** to finance
15 any economic adjustments required under the proposed collective bargaining agreement,
16 and the potential impact of the parties' final offers on the bond rating of [Charles County]
17 **THE COUNTY**;

18 [H.] 8. The annual increase or decrease in consumer prices
19 for goods and services as reflected in the most recent Consumer Price Index for the
20 Washington–Arlington–Alexandria, DC–VA–MD–WV Metropolitan Statistical Area
21 published by the federal Bureau of Labor Statistics;

22 [I.] 9. The annual increase or decrease in the cost of living
23 in the statistical areas described in item [H] 8 of this [subsubparagraph] **SUBPARAGRAPH**
24 as compared to the national average and to other comparable metropolitan areas;

25 [J.] 10. The annual increase or decrease in the cost of living
26 in [Charles County] **THE COUNTY**;

27 [K.] 11. Recruitment and retention data;

28 [L.] 12. The special nature of the work performed by the
29 employees in the bargaining unit, including hazards of employment, physical requirements,
30 educational qualifications, job training and skills, shift assignments, and the demands
31 placed on those employees as compared to other [Charles County Sheriff] employees **OF**
32 **THE SHERIFF'S OFFICE**;

33 [M.] 13. The interest and welfare of the public and the
34 employees in the bargaining unit; and

1 [N.] 14. Stipulations of the parties regarding any of the
2 items under this [subsubparagraph] SUBPARAGRAPH.

3 [8.] (VIII) The arbitrator may not:

4 [A.] 1. Receive or consider the history of collective
5 bargaining related to the immediate dispute, including any offers of settlement not
6 contained in the final offer submitted to the arbitrator, unless the parties mutually agree
7 otherwise;

8 [B.] 2. Combine final offers or alter the final offer that the
9 arbitrator selects, unless the parties mutually agree otherwise; or

10 [C.] 3. Select an offer in which the conditions of
11 employment or the compensation, salaries, fees, or wages to be paid are unreasonable.

12 [9. A.] (IX) 1. The arbitrator shall submit the report
13 issued under [subsubparagraph 6] SUBPARAGRAPH (VI) of this [subparagraph]
14 PARAGRAPH to the County Commissioners, the Sheriff, and the exclusive representative.

15 [B.] 2. The recommendations of the arbitrator are not
16 binding on the County Commissioners, the Sheriff, or the exclusive representative.

17 [C.] 3. Except as provided in [subsubsubparagraph D]
18 SUBSUBPARAGRAPH 4 of this [subsubparagraph] SUBPARAGRAPH, the Sheriff and, if a
19 party to collective bargaining, the County Commissioners may adopt or reject a
20 recommendation of the arbitrator.

21 [D.] 4. Subject to [subsubsubparagraph E]
22 SUBSUBPARAGRAPH 5 of this [subsubparagraph] SUBPARAGRAPH, if a recommendation
23 of the arbitrator requires an appropriation of funds, only the County Commissioners may
24 adopt or reject the recommendation.

25 [E.] 5. The County Commissioners may not accept a
26 recommendation of the arbitrator that requires an appropriation of funds unless the
27 County Commissioners and the Sheriff first agree on the funding source for the
28 appropriation.

29 [F.] 6. The parties shall accept or reject the arbitrator's
30 recommendations within 30 days after the submission of the report to the parties under
31 [subsubsubparagraph A] SUBSUBPARAGRAPH 1 of this [subsubparagraph]
32 SUBPARAGRAPH.

33 [10.] (X) The parties shall share the costs of the services of

1 the arbitrator as follows:

2 [A.] 1. The exclusive representative shall pay half of the
3 costs;

4 [B.] 2. If the County Commissioners and the Sheriff are
5 both parties to the negotiations giving rise to the arbitration, the County Commissioners
6 and the Sheriff shall each pay one-quarter of the costs; and

7 [C.] 3. If the County Commissioners [of Charles County]
8 are not a party to the negotiations giving rise to the arbitration, the Sheriff shall pay half
9 of the costs.

10 [11.] (XI) Costs incurred by a party to prepare, appear, or
11 secure representation, expert witnesses, or evidence of any kind shall be borne exclusively
12 by that party.

13 [12.] (XII) Nothing in this [subparagraph] PARAGRAPH shall
14 be construed to prohibit the parties from reaching a voluntary settlement on any unresolved
15 issues at any time before or after the issuance of the recommendations by the arbitrator.

16 [(xiii)] (13) If a collective bargaining agreement expires after the
17 exclusive representative has given notice of its desire to enter into collective bargaining for
18 a successor collective bargaining agreement, the terms and conditions of the prior collective
19 bargaining agreement shall remain in effect until the earlier of:

20 [1.] (I) The parties reaching a new agreement; or

21 [2.] (II) 180 days from the date the party or parties reject
22 the arbitrator's recommendations.

23 [(xiv)] (14) If the parties fail to reach a new agreement within the
24 180-day time period under [subparagraph (xiii)2] PARAGRAPH (13)(II) of this
25 [paragraph] SUBSECTION, the terms and conditions of the prior collective bargaining
26 agreement shall cease to be effective.

27 [(xv)] (15) This [paragraph] SUBSECTION does not authorize a
28 sworn law enforcement officer or correctional officer to engage in a strike as defined in §
29 3-303 of the State Personnel and Pensions Article.

30 [(xvi)] (16) Nothing in this [paragraph] SUBSECTION shall be
31 construed as subjecting disciplinary matters or the disciplinary process to negotiation as
32 part of the collective bargaining process.

33 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
34 the scope of the section.

1 Subsections (b) through (e) of this section are derived without substantive
2 change from former § 2-309(j) of this subtitle.

3 In subsection (c)(1) of this section, the reference to the “County Commissioners
4 of Charles County” is substituted for the former reference to the “Board of
5 County Commissioners” for clarity.

6 **2-323.**

7 **(A) THIS SECTION APPLIES ONLY IN DORCHESTER COUNTY.**

8 ~~[(k)]~~ **(B)** (1) ~~[(i)]~~ The Sheriff of Dorchester County shall receive an annual
9 salary equal to 80% of the annual salary of the State’s Attorney for Dorchester County.

10 ~~[(ii)]~~ **(2)** The Sheriff ~~[of Dorchester County]~~ shall be allowed the
11 actual operating costs of the Sheriff’s Office, including the maintenance of automobiles.

12 ~~[(2) (i)]~~ **(C)** **(1)** The Sheriff shall appoint a chief deputy sheriff, or
13 the managerial equivalent, who shall serve at the pleasure of the Sheriff.

14 ~~[(ii)]~~ **(2)** If an employee of the Sheriff’s Office is appointed as chief
15 deputy sheriff and is subsequently removed from the chief deputy sheriff’s position for other
16 than cause, the person may resume the employment status held prior to the appointment
17 to the chief deputy sheriff’s position.

18 ~~[(iii)]~~ **(3)** The chief deputy sheriff shall:

19 **[1.] (I)** Perform all duties assigned by the Sheriff; and

20 **[2.] (II)** If the Sheriff is temporarily incapacitated or there
21 is a vacancy in the ~~[Office]~~ **OFFICE** of the Sheriff, perform all legal functions of the Sheriff.

22 ~~[(iv)]~~ **(4)** If the Sheriff becomes incapacitated and the position of
23 chief deputy sheriff is vacant, the County Council **OF DORCHESTER COUNTY** shall
24 appoint an acting chief deputy sheriff to serve until the Sheriff is reactivated or replaced.

25 ~~[(v)]~~ **(5)** The County Council shall approve the salary of the chief
26 deputy sheriff.

27 ~~[(3) (i)]~~ **(D)** **(1)** The Sheriff may appoint probationary deputy
28 sheriffs, deputy sheriffs, investigators, communications officers, secretaries, supervisors,
29 administrators, and other staff as approved in the county budget.

30 ~~[(ii)]~~ **(2)** The County Council shall approve the salaries for all staff
31 appointed by the Sheriff.

1 [(iii)] (3) The Sheriff may not refuse to reappoint a deputy sheriff
2 without just cause.

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

5 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
6 the scope of the section.

7 Subsections (b) through (e) of this section are derived without substantive
8 change from former § 2-309(k) of this subtitle.

9 In subsection (c)(4) of this section, the reference the County Council "of
10 Dorchester County" is added for clarity.

11 **2-324.**

12 (A) **THIS SECTION APPLIES ONLY IN FREDERICK COUNTY.**

13 [(1) (1) (i)] (B) The Sheriff of Frederick County shall receive [a] AN
14 ANNUAL salary of \$125,000.

15 [(ii)] (C) (1) The Sheriff shall appoint [deputies]:

16 (I) **DEPUTIES** as necessary, at salaries of at least \$2,400[.]; and
17 [jail]

18 (II) **JAIL** wardens as necessary, at salaries of at least \$1,320 [each].

19 [(iii) 1.] (2) (I) The Sheriff [also] may appoint additional
20 temporary deputy sheriffs as the Sheriff considers necessary for the public safety, with the
21 approval of the governing body of [Frederick County] **THE COUNTY**, by ordinance.

22 [2.] (II) The governing body, by ordinance, shall allow
23 reasonable compensation for the temporary additional deputy sheriffs [and the].

24 (III) **THE** temporary deputies may not serve longer than the occasion
25 requires.

26 [(iv)] (3) The Sheriff may appoint a chief deputy who shall serve at
27 the pleasure of the Sheriff.

28 [(2)] (D) Any deputy sheriff, with the exception of the chief deputy,
29 appointed according to this section [shall]:

1 **(1) SHALL** be placed on a probationary status for at least 18 months of
2 continuous employment; and **[may]**

3 **(2) MAY** be dismissed by the Sheriff for any reason during the probationary
4 period.

5 **[(3) (E) (1)]** All full-time civilian employees are subject to the county
6 personnel regulations with regard to qualifications for hiring, promotion, compensation and
7 disciplinary action.

8 **(2)** All deputy sheriffs, except the chief deputy, are subject to the county
9 personnel regulations with regard to qualifications for hiring, promotion and compensation
10 with regard to matters not covered by the Law Enforcement Officers' Bill of Rights.

11 **[(4) (i) (F) (1)]** The Sheriff **[of Frederick County]** may appoint
12 special deputy sheriffs who are:

13 **[1.] (I)** Members of the police force of a **[Frederick County]**
14 municipality **IN THE COUNTY**;

15 **[2.] (II)** Selected by the chief of police of the municipality;
16 and

17 **[3.] (III)** Verified by the chief of police of the municipality as
18 having achieved at least the minimum level of training for police duties in a municipality
19 as designated by the Maryland Police Training and Standards Commission.

20 **[(ii) (2)]** The appointment of special deputy sheriffs under this
21 **[paragraph] SUBSECTION** is subject to the following conditions:

22 **[1.] (I)** The Sheriff may assign the duties of special
23 deputies;

24 **[2.] (II)** The Sheriff may terminate the appointment of the
25 special deputy sheriff at will or on completion of the assignment for which the special
26 deputy was appointed;

27 **[3.] (III)** The special deputy sheriff is not an employee of
28 **[Frederick County] THE COUNTY** for the purpose of employment security or employee
29 benefits; and

30 **[4.] (IV)** County liability insurance coverage within its terms
31 shall be provided to a special deputy sheriff under this **[subsection] SECTION** only when
32 the special deputy is acting within the special deputy's official duties.

1 [(5) (i)] (G) (1) This [paragraph] SUBSECTION applies to all
2 full-time deputy sheriffs in the Frederick County Sheriff's Office at the rank of sergeant
3 and below.

4 [(ii) 1.] (2) Full-time deputy sheriffs at the rank of sergeant
5 and below may:

6 [A.] (I) Take part in or refrain from taking part in forming,
7 joining, supporting, or participating in a labor organization or its lawful activities;

8 [B.] (II) Select a labor organization as their exclusive
9 representative;

10 [C.] (III) Engage in collective bargaining with the Sheriff, or
11 the Sheriff's designee, concerning **THOSE** wages and benefits[,] not regulated by the
12 Sheriff, through a labor organization certified as their exclusive representative;

13 [D.] (IV) Subject to [subsubparagraph 2 of this
14 subparagraph] PARAGRAPH (3) OF THIS SUBSECTION, enter into a collective bargaining
15 agreement, through their exclusive representative, covering those wages and benefits not
16 regulated by the Sheriff; and

17 [E.] (V) Decertify a labor organization as their exclusive
18 representative.

19 [2.] (3) Any additional funding required as a result of a
20 negotiated collective bargaining agreement shall be subject to approval by the governing
21 body of [Frederick County] **THE COUNTY**.

22 [3.] (4) The County Executive **OF FREDERICK COUNTY**,
23 or the County Executive's designee:

24 [A.] (I) May not be a party to a collective bargaining
25 agreement entered into under this [subparagraph] SUBSECTION; but

26 [B.] (II) May attend and participate in all collective
27 bargaining sessions of the parties.

28 [(iii) 1.] (5) (I) A labor organization shall be deemed certified as
29 an exclusive representative if the following conditions are met:

30 [A.] 1. A petition for the labor organization to be
31 recognized by the Sheriff is signed by at least 51% of the deputy sheriffs at the rank of
32 sergeant and below indicating their desire to be exclusively represented by the petitioner
33 for the purpose of collective bargaining; and

1 [B.] 2. The petition is submitted to the Sheriff.

2 [2.] (II) If the Sheriff does not challenge the validity of the
3 petition within 10 calendar days following the receipt of the petition, the labor organization
4 shall be deemed certified as the exclusive representative.

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

9 [4.] (IV) The costs associated with the American Arbitration
10 Association and the third party neutral shall be shared equally by the parties.

11 [(iv) 1.] (6) (I) Following certification of an exclusive
12 representative as provided in [subparagraph (iii) of this paragraph] **PARAGRAPH (5) OF**
13 **THIS SUBSECTION**, the parties shall meet at reasonable times and engage in collective
14 bargaining in good faith.

15 [2.] (II) The parties shall make every reasonable effort to
16 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
17 **SHERIFF'S OFFICE** of matters agreed [upon] **ON** in its budget request.

18 [(v) 1.] (7) (I) A collective bargaining agreement shall contain
19 all matters of agreement reached in the collective bargaining process.

20 [2.] (II) The agreement may contain a grievance procedure
21 providing for nonbinding arbitration of grievances.

22 [3.] (III) An agreement reached in accordance with this
23 [subparagraph] **PARAGRAPH** shall be in writing and signed by the designated
24 representatives of the parties involved in the collective bargaining negotiations.

25 [4. A.] (IV) Subject to [subsubsubparagraph B of this
26 subsubparagraph] **SUBPARAGRAPH (V) OF THIS PARAGRAPH**, an agreement is not
27 effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the
28 bargaining unit and the Sheriff.

29 [B.] (V) Additional funding, if any, required as a result of
30 the agreement shall be subject to the approval of the governing body of [Frederick County]
31 **THE COUNTY**.

32 [(vi)] (8) Nothing in this [paragraph] **SUBSECTION** may be
33 construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as

1 defined in § 3–303 of the State Personnel and Pensions Article.

2 [(6) (i)] **(H) (1)** This [paragraph] **SUBSECTION** applies to all
3 full-time correctional officers in the [Frederick County] Sheriff's Office at the rank of
4 sergeant and below.

5 [(ii) 1.] **(2)** Full-time correctional officers at the rank of
6 sergeant and below may:

7 [A.] **(I)** Take part in or refrain from taking part in forming,
8 joining, supporting, or participating in a labor organization or its lawful activities;

9 [B.] **(II)** Select a labor organization as their exclusive
10 representative;

11 [C.] **(III)** Engage in collective bargaining with the Sheriff, or
12 the Sheriff's designee, concerning **THOSE** wages and benefits[,] not regulated by the
13 Sheriff, through a labor organization certified as their exclusive representative;

14 [D.] **(IV)** Subject to [subsubparagraph 2] **PARAGRAPH (3)** of
15 this [subparagraph] **SUBSECTION**, enter into a collective bargaining agreement, through
16 their exclusive representative, covering those wages and benefits not regulated by the
17 Sheriff; and

18 [E.] **(V)** Decertify a labor organization as their exclusive
19 representative.

20 [2.] **(3)** Any additional funding required as a result of a
21 negotiated collective bargaining agreement shall be subject to approval by the governing
22 body of [Frederick County] **THE COUNTY**.

23 [3.] **(4)** The County Executive, or the County Executive's
24 designee:

25 [A.] **(I)** May not be a party to a collective bargaining
26 agreement entered into under this [subparagraph] **SUBSECTION**; but

27 [B.] **(II)** May attend and participate in all collective
28 bargaining sessions of the parties.

29 [(iii) 1.] **(5) (I)** A labor organization shall be deemed
30 certified as an exclusive representative if the following conditions are met:

31 [A.] **1.** A petition for the labor organization to be
32 recognized by the Sheriff is signed by at least 51% of the correctional officers at the rank of

1 sergeant and below indicating their desire to be exclusively represented by the petitioner
2 for the purpose of collective bargaining; and

3 [B.] 2. The petition is submitted to the Sheriff.

4 [2.] (II) If the Sheriff does not challenge the validity of the
5 petition within 10 calendar days following the receipt of the petition, the labor organization
6 shall be deemed certified as the exclusive representative.

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

11 [4.] (IV) The costs associated with the American Arbitration
12 Association and the third party neutral shall be shared equally by the parties.

13 [(iv) 1.] (6) (I) Following certification of an exclusive
14 representative as provided in [subparagraph (iii) of this paragraph] **PARAGRAPH (5) OF**
15 **THIS SUBSECTION**, the parties shall meet at reasonable times and engage in collective
16 bargaining in good faith.

17 [2.] (II) The parties shall make every reasonable effort to
18 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
19 **SHERIFF'S OFFICE** of matters agreed on in its budget request to the governing body of
20 [Frederick County] **THE COUNTY**.

21 [(v) 1.] (7) (I) A collective bargaining agreement shall contain
22 all matters of agreement reached in the collective bargaining process.

23 [2.] (II) The agreement may contain a grievance procedure
24 providing for nonbinding arbitration of grievances.

25 [3.] (III) An agreement reached in accordance with this
26 [subparagraph] **PARAGRAPH** shall be in writing and signed by the designated
27 representatives of the parties involved in the collective bargaining negotiations.

28 [4. A.] (IV) Subject to [subsubsubparagraph B of this
29 subsubparagraph] **SUBPARAGRAPH (V) OF THIS PARAGRAPH**, an agreement is not
30 effective until it is ratified by a majority of the votes cast by the correctional officers in the
31 bargaining unit and the Sheriff.

32 [B.] (V) Additional funding, if any, required as a result of
33 the agreement shall be subject to the approval of the governing body of [Frederick County]
34 **THE COUNTY**.

1 [(vi)] **(8)** Nothing in this [paragraph] **SUBSECTION** may be
 2 construed as authorizing or otherwise allowing a correctional officer to engage in a strike
 3 as defined in § 3–303 of the State Personnel and Pensions Article.

4 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
 5 the scope of the section.

6 Subsections (b) through (h) of this section are derived without substantive
 7 change from former § 2–309(l) of this subtitle.

8 In subsection (b) of this section, the reference to an “annual” salary is added
 9 for clarity.

10 In subsection (c)(1)(ii) of this section, the reference to salaries of \$1,320 “each”
 11 is deleted as unnecessary.

12 In the introductory language of subsection (g)(4) of this section, the reference
 13 to the County Executive “of Frederick County” is added for clarity.

14 **2–325.**

15 **(A) THIS SECTION APPLIES ONLY IN GARRETT COUNTY.**

16 [(m)] **(B)** (1) [(i)] The Sheriff of Garrett County shall receive **AN ANNUAL**
 17 **SALARY OF:**

18 [1.] **(I)** \$28,250 for calendar year 1991;

19 [2.] **(II)** \$30,500 for calendar year 1992;

20 [3.] **(III)** \$32,750 for calendar year 1993;

21 [4.] **(IV)** \$35,000 for calendar year 1994; and

22 [5.] **(V)** For each subsequent year, the salary set by the
 23 County Commissioners **OF GARRETT COUNTY** in accordance with Chapter 91 of the Public
 24 Local Laws of Garrett County.

25 [(ii)] **(2)** The Sheriff is entitled to a sum set by the County
 26 Commissioners, for expenses.

27 [(2)] **(C)** (1) The Sheriff shall employ [deputies]:

28 **(I) DEPUTIES** as needed, within the budgetary limits, at salaries of
 29 at least \$5,200 each, one of whom shall act as warden of the jail[,]; and [a]

1 **(II)** A matron for the jail, who shall also perform clerical duties, at
2 the salary set by the Sheriff.

3 **(2)** The Sheriff may employ additional special deputies whose
4 compensation shall be approved by the County Commissioners.

5 **[(3)] (D) (1)** The Sheriff and the deputy sheriffs shall be allowed extra
6 car mileage and out-of-county mileage at the rate of 14 cents per mile.

7 **(2) [This] THE** mileage allowance shall not be payable if the Sheriff's Office
8 is furnished with automobiles.

9 **[(4)] (E) (1) (I)** The Sheriff shall be reimbursed for the expenses of
10 boarding prisoners committed to the county jail, to be paid monthly **[upon] ON** vouchers
11 submitted by **[him] THE SHERIFF** to the County Commissioners **[of Garrett County]**.

12 **(II) [He] THE SHERIFF** shall also submit with **[these] THE** vouchers
13 an affidavit sworn to by **[him upon] THE SHERIFF ON** personal knowledge showing for
14 each day of the **IMMEDIATELY PRECEDING** month **[just passed]** the number of prisoners
15 boarded by **[him] THE SHERIFF**.

16 **(2)** The Sheriff may appoint a cook for the jail who shall receive a salary of
17 at least \$2,400.

18 **(3)** The Sheriff, deputies, and cook shall each receive an additional
19 allowance of \$200 **[per] A** year for uniforms and cleaning.

20 **[(5) (i)] (F) (1)** This **[paragraph] SUBSECTION** does not apply to the
21 Sheriff or chief deputy sheriff.

22 **[(ii)] (2)** Deputy sheriffs and other employees of the Sheriff's Office
23 are included in the **[Garrett County] COUNTY** classified service system.

24 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
25 the scope of the section.

26 Subsections (b) through (f) of this section are derived without substantive
27 change from former § 2-309(m) of this subtitle.

28 In subsection (b)(1)(v) of this section, the reference to the County
29 Commissioners "of Garrett County" is added for clarity.

30 In subsection (e)(1)(ii) of this section, the reference to the "immediately
31 preceding" month is substituted for the former reference to the month "just
32 passed" for clarity.

1 **2-326.**

2 (A) **THIS SECTION APPLIES ONLY IN HARFORD COUNTY.**

3 [(n) (1) (i)] **(B) (1)** Beginning December 1, 2018, the Sheriff of Harford
4 County shall receive an annual salary of \$136,000, thereafter to be adjusted annually on
5 July 1 in accordance with [subparagraph (ii) of this paragraph] **PARAGRAPH (2) OF THIS**
6 **SUBSECTION.**

7 [(ii)] **(2) (I)** 1. On [and after] July 1, 2019, **AND EACH**
8 **JULY 1 THEREAFTER**, the annual salary of the Sheriff [of Harford County] shall be
9 adjusted annually to reflect the annual change in the “Consumer Price Index” for “All urban
10 consumers” for the expenditure category “All items not seasonally adjusted”, and for all
11 regions.

12 2. The Annual Consumer Price Index for the period ending
13 each December, as published by the Bureau of Labor Statistics of the U.S. Department of
14 Labor, shall be used to adjust the annual salary of the Sheriff [of Harford County] while in
15 office.

16 [2.] **(II)** Notwithstanding [subsubparagraph 1 of this
17 subparagraph] **SUBPARAGRAPH (I) OF THIS PARAGRAPH**, the adjustment to the annual
18 salary of the Sheriff [of Harford County] may not exceed 3 percent in any fiscal year.

19 [(2)] **(C)** The Sheriff may not have employment outside of that position
20 unless:

21 [(i)] **(1)** The employment is a part-time teaching position; and

22 [(ii)] **(2)** The total maximum yearly income from the outside
23 employment under this [paragraph] **SUBSECTION** is \$2,500 or less.

24 [(3)] **(D)** The Sheriff shall appoint the number of deputies at the
25 compensation provided in the county budget.

26 [(4)] **(E) (1)** The Sheriff may appoint as a special deputy sheriff:

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

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

30 [(5)] **(2)** A special deputy sheriff appointed under this subsection is not
31 an employee of the Sheriff or of [Harford County] **THE COUNTY.**

1 [(6) (i) (F) (1) Except as provided in [subparagraph (ii) of this
2 paragraph] **PARAGRAPH (2) OF THIS SUBSECTION**, an employee of the Harford County
3 Sheriff's Office may not be terminated without just cause.

4 [(ii) (2) [Subparagraph (i) of this paragraph] **PARAGRAPH (1) OF**
5 **THIS SUBSECTION** does not apply to:

6 [1.] (I) The chief deputy;

7 [2.] (II) A lieutenant colonel or major;

8 [3.] (III) The secretary for the Sheriff;

9 [4.] (IV) A deputy or employee on probationary status; or

10 [5.] (V) The warden of the Harford County Detention
11 Center.

12 [(7) (i) (G) (1) A lieutenant colonel or major serves at the pleasure
13 of the Sheriff.

14 [(ii) (2) A lieutenant colonel, major, or captain may not be reduced
15 below the rank of lieutenant without just cause.

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

21 [(9) (i) (I) (1) This [paragraph] **SUBSECTION** applies only to all
22 full-time deputy sheriffs in the [Office of the Sheriff of Harford County] **SHERIFF'S**
23 **OFFICE** at the rank of captain and below.

24 [(ii) (2) Sworn law enforcement officers subject to this
25 [paragraph] **SUBSECTION** shall have the right to organize and negotiate with the Harford
26 County Executive and the [Harford County] Sheriff with regard to wages and employee
27 health care premium share not regulated by the Sheriff.

28 [(iii) (3) Unless otherwise provided in this [paragraph]
29 **SUBSECTION**, the right to organize and negotiate shall be conducted in accordance with §§
30 38-5 through 38-8 of Chapter 38, Article I of the Harford County Code.

31 [(iv) (4) The terms of any agreement with regard to wages and

1 employee health care premium share not regulated by the Sheriff shall be set forth in a
2 memorandum of agreement entered into between the Sheriff, the County Executive, and
3 the employee organization.

4 [(v)] (5) An agreement with regard to wages and employee health
5 care premium share not regulated by the Sheriff is not effective until the agreement is
6 ratified by:

7 [1.] (I) The Sheriff;

8 [2.] (II) The County Executive; and

9 [3.] (III) The employee organization.

10 [(vi)] (6) A modification to an existing memorandum of agreement
11 is not valid unless the modification is in writing and ratified by:

12 [1.] (I) The Sheriff;

13 [2.] (II) The County Executive; and

14 [3.] (III) The employee organization.

15 [(vii)] (7) If the Sheriff, the County Executive, and the employee
16 organization are unable to reach an agreement by the dates set in Chapter 38, Article I of
17 the Harford County Code, the procedures set forth in § 38–8(b) of the Harford County Code
18 shall apply, with the County Executive and the employee organization as parties to the
19 proceedings described under § 38–8(b) of the Harford County Code.

20 [(10) (i)] (J) (1) This [paragraph] SUBSECTION applies only to all
21 full-time correctional officers in the [Office of the Sheriff of Harford County] SHERIFF'S
22 OFFICE at the rank of captain and below.

23 [(ii)] (2) Correctional officers subject to this [paragraph]
24 SUBSECTION shall have the right to organize and negotiate with the [Harford] County
25 Executive and the [Harford County] Sheriff with regard to wages and employee health care
26 premium share not regulated by the Sheriff.

27 [(iii)] (3) Unless otherwise provided in this [paragraph]
28 SUBSECTION, the right to organize and negotiate shall be conducted in accordance with §§
29 38–5 through 38–8 of Chapter 38, Article I of the Harford County Code.

30 [(iv)] (4) The terms of any agreement with regard to wages and
31 employee health care premium share not regulated by the Sheriff shall be set in a
32 memorandum of agreement entered into between the Sheriff, the County Executive, and

1 the employee organization.

2 **[(v)] (5)** An agreement with regard to wages and employee health
3 care premium share not regulated by the Sheriff is not effective until the agreement is
4 ratified by:

5 **[1.] (I)** The Sheriff;

6 **[2.] (II)** The County Executive; and

7 **[3.] (III)** The employee organization.

8 **[(vi)] (6)** A modification to an existing memorandum of agreement
9 is not valid unless the modification is in writing and ratified by:

10 **[1.] (I)** The Sheriff;

11 **[2.] (II)** The County Executive; and

12 **[3.] (III)** The employee organization.

13 **[(vii)] (7)** If the Sheriff, the County Executive, and the employee
14 organization are unable to reach an agreement by the dates set in Chapter 38, Article I of
15 the Harford County Code, the procedures set forth in § 38–8(b) of the Harford County Code
16 shall apply, with the County Executive and the employee organization as parties to the
17 proceedings described under § 38–8(b) of the Harford County Code.

18 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
19 the scope of the section.

20 Subsections (b) through (j) of this section are derived without substantive
21 change from former § 2–309(n) of this article.

22 In subsection (b)(2)(i) of this section, the phrase “and each July 1 thereafter”
23 is substituted for the former word “after” for clarity.

24 **2–327.**

25 **(A) THIS SECTION APPLIES ONLY IN HOWARD COUNTY.**

26 **[(o) (1) (i)] (B)** The Sheriff of Howard County shall receive an annual
27 salary [as follows] **OF:**

28 **[1.] (1)** \$85,000 each calendar year for calendar year 2010
29 through calendar year 2014;

- 1 [2.] (2) \$88,000 for calendar year 2015;
- 2 [3.] (3) \$91,000 for calendar year 2016;
- 3 [4.] (4) \$94,000 for calendar year 2017;
- 4 [5.] (5) \$97,000 for calendar year 2018;
- 5 [6.] (6) \$101,000 for calendar year 2019;
- 6 [7.] (7) \$105,000 for calendar year 2020;
- 7 [8.] (8) \$109,000 for calendar year 2021; and
- 8 [9.] (9) \$113,000 for calendar year 2022.

9 (ii) 1.] (C) (1) The Sheriff shall appoint the number of
10 deputies authorized by the county government.

11 [2.] (2) The compensation of the deputies shall be set by the
12 county government.

13 [(2)] (3) (i) Each full-time deputy sheriff at the rank of lieutenant or
14 below appointed by the Sheriff on or after October 1, 2005:

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

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

19 (ii) The Sheriff may extend the probationary period **FOR A DEPUTY**
20 **SHERIFF** for reasonable cause.

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

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

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

29 1. In accordance with the Law Enforcement Officers' Bill of

1 Rights, if the employee's rights are covered under this bill of rights; or

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

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

8 **[(3)] (D) (1)** The Sheriff may appoint additional temporary deputy
9 sheriffs when necessary for the public safety **[and the]**.

10 **(2) THE** county government shall allow **[them] THE TEMPORARY**
11 **DEPUTY SHERIFFS** reasonable compensation.

12 **(3) [These deputies] A TEMPORARY DEPUTY SHERIFF** may not serve
13 longer than the case actually requires.

14 **[(4)] (E)** The primary duties of the Sheriff are the following:

15 **[(i)] (1)** The security of the circuit court, and the performance of
16 such duties as may be required of the Sheriff by that court;

17 **[(ii)] (2)** The service of process of writs, summonses, orders,
18 petitions, subpoenas, warrants, orders to show cause, and other legal papers; and

19 **[(iii)] (3)** Additional duties, including law enforcement as may be
20 requested by law enforcement or other criminal justice agencies, the circuit court, or the
21 county government, when necessary for the public safety.

22 **[(5) (i)] (F) (1)** This **[paragraph] SUBSECTION** applies only to
23 full-time deputy sheriffs in the **[Office of the Sheriff of Howard County] SHERIFF'S**
24 **OFFICE** at the rank of corporal and below.

25 **[(ii)] (2)** A deputy sheriff may:

26 **[1.] (I)** Take part in or refrain from taking part in forming,
27 joining, supporting, or participating in a labor organization or its lawful activities;

28 **[2.] (II)** Select a labor organization as the exclusive
29 representative of the deputy sheriffs subject to this **[paragraph] SUBSECTION**;

30 **[3.] (III)** Engage in collective bargaining with the Sheriff **[of**
31 **Howard County]**, or the designee of the Sheriff, concerning wages, benefits, and other terms

1 and conditions, except those terms and conditions expressly reserved by the Sheriff under
2 [subparagraph (v)4A of this paragraph] **PARAGRAPH (5)(IV)1 OF THIS SUBSECTION**,
3 through a labor organization certified as the exclusive representative of the deputy sheriffs
4 subject to this [paragraph] **SUBSECTION**;

5 [4.] (IV) Subject to [item 2 of this subparagraph] **ITEM (II)**
6 **OF THIS PARAGRAPH**, enter into a collective bargaining agreement, through the exclusive
7 representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**, covering
8 the wages, benefits, and other terms and conditions of employment of the deputy sheriffs
9 subject to this [paragraph] **SUBSECTION**, except those terms and conditions expressly
10 reserved by the Sheriff in [subparagraph (v)4 of this paragraph] **PARAGRAPH (5)(IV) OF**
11 **THIS SUBSECTION**; and

12 [5.] (V) Decertify a labor organization as the exclusive
13 representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**.

14 [(iii) 1.] (3) (I) A labor organization seeking certification as
15 an exclusive representative must submit a petition to the Sheriff that is signed by at least
16 30% of the deputy sheriffs indicating the desire of the deputy sheriffs subject to this
17 [paragraph] **SUBSECTION** to be represented exclusively by the labor organization for the
18 purpose of collective bargaining.

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

23 [3.] (III) If the Sheriff challenges the validity of the petition,
24 either party may submit a request to the Commissioner of Labor and Industry to determine
25 the validity of the petition and whether to conduct a consent election under Title 4, Subtitle
26 2, Part II of the Labor and Employment Article.

27 [4.] (IV) The costs associated with a determination by the
28 Commissioner of Labor and Industry under [subsubparagraph 3 of this subparagraph]
29 **SUBPARAGRAPH (III) OF THIS PARAGRAPH** shall be shared equally by the parties.

30 [5.] (V) A labor organization shall be deemed decertified if
31 a petition is submitted to the Sheriff that is signed by more than 50% of the deputy sheriffs
32 indicating the desire of the deputy sheriffs to decertify the labor organization as the
33 exclusive representative of the deputy sheriffs subject to this [paragraph] **SUBSECTION**.

34 [(iv) 1.] (4) (I) Following certification of an exclusive
35 representative as provided in [subparagraph (iii) of this paragraph] **PARAGRAPH (3) OF**
36 **THIS SUBSECTION**, the certified labor organization and the Sheriff shall meet at
37 reasonable times and engage in collective bargaining in good faith.

1 **[2.] (II)** The certified labor organization and the Sheriff
2 shall make every reasonable effort to conclude negotiations on or before February 1 of the
3 year in which a collective bargaining agreement is to take effect to allow for inclusion by
4 the Sheriff of matters agreed on in its budget request to the County Executive **OF HOWARD**
5 **COUNTY.**

6 **[3. A.] (III) 1.** If the certified labor organization and
7 the Sheriff are unable to reach an agreement before the date set forth in [subsubparagraph
8 2 of this subparagraph] **SUBPARAGRAPH (II) OF THIS PARAGRAPH**, an impasse shall be
9 deemed to have been reached, each side shall submit their best and final offers within 24
10 hours, and within 5 days after an impasse is reached the dispute, along with each side's
11 best and final offer, shall be submitted to the Federal Mediation and Conciliation Service.

12 **[B.] 2.** The mediator appointed by the Federal Mediation
13 and Conciliation Service shall meet with the parties and make written findings of fact and
14 recommendations for the resolution of the dispute by March 1.

15 **[C.] 3.** The costs associated with the mediator or mediation
16 process shall be shared equally by the parties.

17 **[D.] 4.** Copies of the mediator's written findings and
18 recommendations shall be sent to the Sheriff and certified labor organization.

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

22 **[F.] 6.** If no resolution is reached under
23 [subsubsubparagraph E of this subsubparagraph] **SUBSUBPARAGRAPH 5 OF THIS**
24 **SUBPARAGRAPH**, the Sheriff shall submit to the County Executive the best and final offer
25 of each side and the mediator's findings and recommendations and the County Executive
26 shall review all the materials before making a budget submission for the Sheriff's Office to
27 the County Council **OF HOWARD COUNTY.**

28 **[4. A.] (IV) 1.** Any additional funding required as a
29 result of a negotiated collective bargaining agreement is subject to approval by the County
30 Executive and County Council.

31 **[B.] 2.** A request for additional funding shall be submitted
32 to the County Executive by the Sheriff within the time schedule provided in the agreement.

33 **[C.] 3.** The County Executive and County Council may
34 approve or reject a request for additional funding in whole or in part.

1 [D.] 4. If any part of a request for additional funding is
2 rejected, the entire agreement shall be returned to the parties for further bargaining,
3 during which either party may renegotiate all or part of the agreement within the limits of
4 the funding allocated by the County Executive and County Council and within a timetable
5 established by the County Executive.

6 [(v) 1.] (5) (I) A collective bargaining agreement shall
7 contain all matters of agreement reached in the collective bargaining process.

8 [2.] (II) A collective bargaining agreement may contain a
9 grievance procedure which shall apply only to questions concerning the interpretation or
10 application of a specific provision of the agreement.

11 [3.] (III) A collective bargaining agreement reached in
12 accordance with this [paragraph] SUBSECTION shall be in writing and signed by the
13 certified representatives of the parties involved in the collective bargaining negotiations.

14 [4.] (IV) An agreement made under this [subparagraph]
15 PARAGRAPH may not impair the right and the responsibility of the Sheriff to:

16 [A.] 1. Maintain the order and efficiency of the public
17 service entrusted to the Sheriff and to operate and manage the affairs of the **SHERIFF'S**
18 Office, including all rights and authority held by the Sheriff prior to signing a collective
19 bargaining agreement except where abridged by an express provision of the agreement;

20 [B.] 2. Determine the purposes and objectives of each of
21 the Sheriff's constituent offices and departments;

22 [C.] 3. Set the standards of services to be offered to the
23 public;

24 [D.] 4. Determine and set work projects, tours of duty,
25 schedules, assignments, and methods, means, personnel, and other resources by which
26 operations are conducted;

27 [E.] 5. Determine and set technology needs, internal
28 security practices, equipment, and the location of facilities;

29 [F.] 6. Exercise control and discretion over the Sheriff's
30 Office and operations;

31 [G.] 7. Hire, promote, transfer, assign, or retain deputy
32 sheriffs in positions within the **SHERIFF'S** Office;

33 [H.] 8. Establish work rules;

1 **[I.] 9.** Demote, suspend, discharge, or take any other
2 appropriate disciplinary action against employees for just cause and in accordance with the
3 county charter and other applicable law;

4 **[J.] 10.** Determine the mission, budget, organization,
5 numbers, types, classes, grades, and ranks of deputy sheriffs assigned, the services to be
6 rendered, operations to be performed, and the technology to be used;

7 **[K.] 11.** Set the standards of service and exercise control
8 over operations, including the rights to determine work shifts and the number of deputy
9 sheriffs on each shift;

10 **[L.] 12.** Determine and set the qualifications of deputy
11 sheriffs for appointment and promotions;

12 **[M.] 13.** Set the standards of performance, appearance, and
13 conduct;

14 **[N.] 14.** Judge skill, ability, and physical fitness;

15 **[O.] 15.** Create, eliminate, or consolidate job classifications,
16 departments, or operations; and

17 **[P.] 16.** Control and regulate the use of all equipment and
18 other property of the county.

19 **[5.] (V)** A collective bargaining agreement is not effective
20 until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit
21 and approved by the Sheriff.

22 **[(vi)] (6)** Nothing in this [paragraph] **SUBSECTION** may be
23 construed to:

24 **[1.] (I)** Authorize or otherwise allow a deputy sheriff to
25 engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

26 **[2.] (II)** Restrict in any way the authority of the County
27 Executive or County Council to determine the budget for the Sheriff's Office.

28 **REVISOR'S NOTE:** Subsection (a) of this section is new language added to clarify
29 the scope of the section.

30 Subsections (b) through (f) of this section are derived without substantive
31 change from former § 2–309(o) of this subtitle.

32 In subsection (c)(3)(ii) of this section, the reference to the probationary period

1 “for a deputy sheriff” is added for clarity.

2 In subsection (f)(4)(ii) of this section, the reference to the County Executive “of
3 Howard County” is added for clarity. Similarly, in subsection (f)(4)(iii)6 of this
4 section, the reference to the County Council “of Howard County” is added.

5 **2-328.**

6 **(A) THIS SECTION APPLIES ONLY IN KENT COUNTY.**

7 **[(p) (1) (B)]** The Sheriff of Kent County shall receive **[a] AN ANNUAL** salary
8 equal to 80% of the annual salary of the State’s Attorney for Kent County.

9 **[(2) (C)]** At the discretion of the County Commissioners **OF KENT**
10 **COUNTY**, the Sheriff shall receive county–owned automobiles as may be necessary to
11 operate the Sheriff’s department.

12 **[(3) (i) (D)]** **(1)** The Sheriff shall appoint a chief deputy sheriff, or
13 the managerial equivalent, who shall:

14 **[1.] (I)** Receive a salary of at least \$8,000; and

15 **[2.] (II)** Serve at the pleasure of the Sheriff.

16 **[(ii) (2)]** The Sheriff may not refuse to reappoint a deputy sheriff
17 without just cause.

18 **[(4) (E)]** The Sheriff and the Sheriff’s deputies shall be paid allowances as
19 the **COUNTY** Commissioners may deem necessary.

20 **[(5) (F)]** The County Commissioners **[may]:**

21 **(1) MAY** authorize additional deputies as necessary; and **[shall]**

22 **(2) SHALL** set their compensation at the time of their appointment.

23 **[(6) (G)]** **(1)** The County Commissioners may authorize the Sheriff to
24 appoint as part–time deputies individuals employed in specific plants, schools, hospitals,
25 institutions, business enterprises, and land development tracts situated within **[Kent**
26 **County who are] THE COUNTY.**

27 **(2) PART–TIME DEPUTIES APPOINTED UNDER PARAGRAPH (1) OF**
28 **THIS SUBSECTION:**

29 **(I) ARE** limited to service only within the particular facility where

1 they are employed[,]; and [who may]

2 (II) MAY not be compensated by [Kent County] THE COUNTY for
3 their services.

4 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
5 the scope of the section.

6 Subsections (b) through (g) of this section are derived without substantive
7 change from former § 2-309(p) of this subtitle.

8 In subsection (b) of this section, the reference to "an annual" salary is added
9 for clarity.

10 In subsection (c) of this section, the reference to the County Commissioners
11 "of Kent County" is added for clarity.

12 In subsection (g)(2) of this section, the reference to "Part-time deputies
13 appointed under paragraph (1) of this subsection" is added for clarity.

14 **2-329.**

15 (A) **THIS SECTION APPLIES ONLY IN MONTGOMERY COUNTY.**

16 [(q) (1)] (B) It is the intent of the General Assembly to:

17 [(i)] (1) Protect the right to bargain of the Montgomery County
18 Executive and the Montgomery County Sheriff;

19 [(ii)] (2) Preserve a single master collective bargaining agreement
20 to the extent that a single exclusive bargaining representative represents multiple units of
21 employees covered under the Montgomery County Collective Bargaining Law; and

22 [(iii)] (3) Streamline, facilitate, and make more effective the
23 collective bargaining process by ensuring that there shall be a single collective bargaining
24 agreement with both the Montgomery County government and the Montgomery County
25 Sheriff's Office if a single exclusive bargaining representative represents both
26 [Montgomery County] COUNTY government employees and [Montgomery County Sheriff]
27 employees **OF THE SHERIFF'S OFFICE.**

28 [(2)] (C) (1) The Sheriff of Montgomery County shall receive a salary,
29 subject to § 35 of Article III of the Maryland Constitution, and an allowance for expenses,
30 as the County Council **OF MONTGOMERY COUNTY** provides in its annual budget.

31 (2) (I) The County Council shall provide an automobile for the use of
32 the Sheriff and [his deputies] **DEPUTY SHERIFFS** for the general public work of the office

1 [and the].

2 (II) THE expense of operating the automobile shall be paid by the
3 county.

4 [(3) (i) (D) (1) The Sheriff may appoint [2] TWO full-time
5 assistant sheriffs and the number of deputies provided in the county budget.

6 [(ii) (2) The Sheriff shall also appoint the other clerical and
7 administrative employees provided in the county budget, all of whom shall be paid by the
8 county.

9 [(iii) 1.] (3) (I) With the exception of the assistant sheriffs,
10 all full-time deputy sheriffs of all ranks may, [upon] ON appointment, be required by the
11 Sheriff to serve a probationary period of 12 months following attainment of sworn status.

12 [2.] (II) Civilian employees may, [upon] ON appointment,
13 be required by the Sheriff to serve a probationary period of 6 months.

14 [3.] (III) The probationary period may be extended by the
15 Sheriff for reasonable cause in accordance with an applicable collective bargaining
16 agreement.

17 [4.] (IV) During the probationary period, the determination
18 of the employee's qualifications and ability to serve in the position of a permanent,
19 nonprobationary employee shall be within the exclusive discretion of the Sheriff, subject to
20 the [Montgomery County] COUNTY merit system laws and personnel regulations.

21 [(4) (i) (E) (1) (I) The Sheriff shall fix the compensation of, and
22 may discharge, the deputy sheriffs, and other employees appointed, subject to budget
23 limitations, the [Montgomery County] COUNTY merit system law, personnel regulations,
24 or applicable collective bargaining agreement.

25 (II) The Sheriff shall fix the compensation of the assistant sheriffs
26 subject to budget limitations.

27 [(ii) (2) (I) Except for the assistant sheriffs, personnel
28 appointed by the Sheriff shall be considered for all purposes as [Montgomery County]
29 COUNTY merit system employees and subject to the [Montgomery County] COUNTY merit
30 system law, personnel regulations, and applicable collective bargaining agreement.

31 (II) Assistant sheriffs shall serve at the pleasure of the Sheriff and
32 shall meet the qualifications of the Maryland Police Training and Standards Commission
33 standards for law enforcement officers.

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

7 [2.] (2) Employees, other than the assistant sheriffs, are
8 subject to the [Montgomery County] COUNTY merit system law and personnel regulations
9 and may be excluded from those provisions only to the extent that the applicability of those
10 provisions is made the subject of collective bargaining.

11 [3. A.] (3) (I) As to the employees described in
12 [subsubparagraph 1 of this subparagraph] PARAGRAPH (1) OF THIS SUBSECTION, the
13 [Montgomery] County Executive shall be considered the employer of the employees under
14 the Montgomery County Code, Chapter 33, Article VII, only for the purpose of collective
15 bargaining for compensation, pension, fringe benefits, and hours.

16 [B.] (II) If a single bargaining representative represents
17 both [Montgomery County] COUNTY government employees and [Montgomery County
18 Sheriff] employees OF THE SHERIFF'S OFFICE, any and all terms and conditions of
19 employment set forth in any current and subsequent collective bargaining agreement
20 between the [Montgomery County] COUNTY government and the bargaining
21 representative shall be applicable to employees of the [Montgomery County Sheriff]
22 SHERIFF'S OFFICE unless different terms and conditions of employment are negotiated
23 by the Sheriff in accordance with [subsubparagraph 4 of this subparagraph] PARAGRAPH
24 (4) OF THIS SUBSECTION.

25 [4. A.] (4) (I) The Sheriff shall be considered the
26 employer for all other purposes and shall be considered the employer under the
27 Montgomery County Code, Chapter 33, Article VII, for all other terms and conditions of
28 employment.

29 [B.] (II) If a single bargaining representative represents
30 both [Montgomery County] COUNTY government employees and [Montgomery County
31 Sheriff] employees OF THE SHERIFF'S OFFICE, the Sheriff shall bargain only over
32 particular matters, not involving compensation, pension, fringe benefits, and hours,
33 applicable to employees of the [Montgomery County Sheriff] SHERIFF'S OFFICE.

34 [C.] (III) If the Sheriff and the bargaining representative
35 disagree over whether a matter is applicable to employees of the [Montgomery County
36 Sheriff] SHERIFF'S OFFICE, the dispute shall be resolved by the Labor Relations
37 Administrator appointed under Chapter 33, Article VII of the Montgomery County Code,
38 following the procedures for the resolution of prohibited practices charges and consistent
39 with the General Assembly's intent to preserve a single master collective bargaining

1 agreement.

2 **[5.] (5)** There shall be only one collective bargaining
3 agreement covering both **[Montgomery County] COUNTY** government employees and
4 **[Montgomery County Sheriff] employees OF THE SHERIFF'S OFFICE** and any agreements
5 reached under this **[subparagraph] PARAGRAPH** shall be included in an appendix or
6 addendum to the agreement between the **[Montgomery County] COUNTY** government and
7 the bargaining representative.

8 **[(iv)] (6)** Any required funding for the terms of an agreement
9 negotiated by the Sheriff under **[subparagraph (iii) of this paragraph] THIS SUBSECTION**
10 is subject to the budget and fiscal policies of **[Montgomery County] THE COUNTY**.

11 **[(v)] (7)** Except as provided in the **[Montgomery County] COUNTY**
12 merit system law and personnel regulations, the provisions of **[subparagraph (iii) of this**
13 **paragraph] THIS SUBSECTION** and any agreement made under it may not impair the right
14 and responsibility of the Sheriff to:

15 **[1.] (I)** Determine the overall mission of the Sheriff's Office
16 and, subject to the budget and fiscal policies of **[Montgomery County] THE COUNTY**, the
17 Sheriff's Office budget;

18 **[2.] (II)** Maintain and improve the efficiency and
19 effectiveness of operations;

20 **[3.] (III)** Determine the services to be rendered and the
21 operations to be performed;

22 **[4.] (IV)** Determine the overall organizational structure,
23 methods, processes, means, and personnel by which operations are to be conducted and the
24 location of facilities;

25 **[5.] (V)** Direct and supervise employees;

26 **[6.] (VI)** Hire and select new employees;

27 **[7.] (VII)** Establish the standards governing promotion of
28 employees, subject to the **[Montgomery County] COUNTY** merit system law and personnel
29 regulations;

30 **[8.] (VIII)** Relieve employees from duties because of lack of
31 work or funds or under conditions when the employer determines continued work would be
32 inefficient or nonproductive;

33 **[9.] (IX)** Take actions to carry out the mission of government

1 in situations of emergency;

2 [10.] (X) Transfer, assign, and schedule employees;

3 [11.] (XI) Determine the size and composition of the
4 workforce, subject to the county's budget and fiscal policies;

5 [12.] (XII) Set the standards of productivity and technology;

6 [13.] (XIII) Establish employee performance standards and
7 evaluate employees;

8 [14.] (XIV) Make and implement systems for awarding
9 outstanding service increments, extraordinary performance awards, and other merit
10 awards, subject to the budget and fiscal policies of [Montgomery County] **THE COUNTY**;

11 [15.] (XV) Introduce new or improved technology, research,
12 development, and services;

13 [16.] (XVI) Control and regulate the use of machinery,
14 equipment, and other property and facilities of the Sheriff's Office;

15 [17.] (XVII) Maintain internal security standards;

16 [18.] (XVIII) Create, alter, combine, contract out, or abolish any
17 operation, unit, or other division or service, except that:

18 [A.] 1. Contracting out work that will displace employees
19 may not be undertaken by the employer unless 90 days prior to signing the contract, or on
20 another date of notice as agreed to by the parties, written notice has been given to the
21 certified representative and the contracting out of work shall be consistent with any
22 applicable provision of the Montgomery County Code; and

23 [B.] 2. Any displacement of bargaining unit members shall
24 be conducted in a manner that is consistent with any applicable provision of the
25 Montgomery County Code and any applicable collective bargaining agreement;

26 [19.] (XIX) Suspend, discharge, or otherwise discipline:

27 [A.] 1. Sworn employees for cause under the Maryland
28 Law Enforcement Officers' Bill of Rights; and

29 [B.] 2. Civilian employees, subject to the [Montgomery
30 County] **COUNTY** merit system law and collective bargaining agreement where applicable,
31 provided that, subject to § 404 of the Montgomery County Charter, any action to suspend,
32 discharge, or otherwise discipline a civilian employee may be subject to the grievance

1 procedure set forth in the collective bargaining agreement; and

2 [20.] (XX) Issue and enforce rules, policies, and regulations
3 necessary to carry out the functions of this [subparagraph] PARAGRAPH and all other
4 managerial functions that are not inconsistent with law or the terms of the collective
5 bargaining agreement.

6 [(vi) 1.] (G) (1) Each assistant sheriff whose duty
7 assignment requires the use of a motor vehicle shall [be]:

8 (I) BE reimbursed in such amounts as shall be set forth in the
9 budget for expenses for traveling, transportation, or use of motor vehicles[, or may, in the
10 alternative, be]; OR

11 (II) BE allowed the use of a publicly owned motor vehicle.

12 [2.] (2) Each deputy sheriff whose duty assignment
13 requires the use of a motor vehicle shall [be]:

14 (I) BE reimbursed in an amount set forth in an applicable collective
15 bargaining agreement for expenses for traveling, transportation, or use of motor vehicles[,
16 or may, in the alternative, be]; OR

17 (II) BE allowed use of a publicly owned motor vehicle.

18 [(5)] (H) Deputy sheriffs are not entitled to any additional compensation
19 for rendering services incident to their office.

20 (I) The County Council shall levy and collect annual taxes on the assessable
21 property in the county in an amount sufficient to pay the salaries and allowances of the
22 Sheriff and [the Sheriff's deputies] DEPUTY SHERIFFS.

23 REVISOR'S NOTE: Subsection (a) of this section is new language added to
24 clarify the scope of the section.

25 Subsections (b) through (i) of this section are derived without substantive
26 change from former § 2-309(q) of this subtitle.

27 In subsection (c)(1) of this section, the reference to the County Council "of
28 Montgomery County" is added for clarity.

29 **2-330.**

30 (A) **THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.**

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

2 (i) Receive an] **RECEIVE:**

3 (I) **AN** annual salary of \$132,734 for calendar year 2013; and[, for]

4 (II) **FOR** calendar year 2014 and each subsequent calendar year,
5 [the Sheriff's] **AN** annual salary [shall] equal **TO** the salary of a circuit court judge[;].

6 [(ii) Be] (2) **THE SHERIFF SHALL:**

7 (I) **BE** provided with an automobile during the term as Sheriff for
8 the use and work of the Sheriff's Office, with adequate maintenance and insurance for the
9 automobile to be at the cost of the county; and

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

13 [(2) (i)] (C) (1) (I) The Sheriff [of Prince George's County] shall
14 be provided with [4] **FOUR** full-time assistant sheriffs[, and all].

15 (II) **THE** assistant sheriffs shall be selected and appointed by the
16 Sheriff and serve at the Sheriff's pleasure.

17 (III) One of the assistant sheriffs shall be appointed as the chief
18 assistant sheriff.

19 (IV) The assistant sheriffs shall be considered line officers, if so
20 designated by the Sheriff.

21 [(ii)] (2) Each assistant sheriff shall **BE PROVIDED WITH:**

22 [1.] (I) [Be provided with an] **AN** automobile for [so long as
23 they shall remain appointed assistant sheriff] **THE DURATION OF THE ASSISTANT**
24 **SHERIFF'S APPOINTMENT**, for the use and work of the [Office of Sheriff] **SHERIFF'S**
25 **OFFICE**, with adequate maintenance and insurance of the automobile to be at the expense
26 of the county; and

27 [2.] (II) [Be provided with an] **AN** expense allowance of not
28 more than \$2,500 annually, an accounting of which shall be submitted to the County
29 Director of Finance for approval.

30 [(iii)] (3) Each assistant sheriff may participate in the
31 supplemental retirement program provided to deputy sheriffs by the county.

1 [(iv)] (4) The assistant sheriffs shall devote their full time and
2 attention to the [Office of Sheriff] **SHERIFF'S OFFICE.**

3 [(v)] (5) (I) 1. Except as provided in [subparagraph (vi) of
4 this paragraph] **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH**, the chief assistant
5 sheriff shall receive an annual salary of \$71,091.

6 [(vi)] 2. The salary of a commissioned deputy sheriff appointed to
7 the position of chief assistant sheriff shall be provided for by the Sheriff in the budget of
8 the county.

9 (II) 1. **EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2 OF**
10 **THIS SUBPARAGRAPH, THE ASSISTANT SHERIFFS SHALL RECEIVE AN ANNUAL**
11 **SALARY OF \$69,888.**

12 2. **THE SALARY OF COMMISSIONED DEPUTY SHERIFFS**
13 **SERVING AS ASSISTANT SHERIFFS SHALL BE PROVIDED FOR BY THE SHERIFF IN THE**
14 **BUDGET OF THE COUNTY.**

15 [(vii)] (D) (1) The Sheriff and the assistant sheriffs shall be
16 provided with an annual clothing allowance equal to that which is provided to deputy
17 sheriffs of all ranks for the procurement, care, and upkeep of clothing and leather goods,
18 and administered for that purpose.

19 [(viii) 1.] (2) (I) Except as provided in [subsubparagraph 2 of
20 this subparagraph] **SUBPARAGRAPH (II) OF THIS PARAGRAPH**, the Sheriff, chief
21 assistant sheriff, and assistant sheriffs shall receive each benefit, other than salary
22 increases, that is negotiated for the deputy sheriffs by the Deputy Sheriffs' Association and
23 granted to the management team of the [Prince George's County] Sheriff's Office.

24 [2.] (II) Any additional or increased benefit does not apply
25 to the incumbent Sheriff, but shall take effect at the beginning of the next following term
26 of office.

27 [(3)] (E) (1) (I) In addition to the assistant sheriffs, the Sheriff [of
28 Prince George's County] shall be provided with the number of full-time employees,
29 including civilian employees and commissioned deputy sheriffs, as is deemed necessary and
30 appropriate to carry out the duties and discharge of the Sheriff's Office.

31 (II) The cost and expense of the positions of the full-time employees,
32 including the salaries, shall be provided for in the budget of the county.

33 [(4)] (2) (I) All full-time civilian employees shall be subject to the
34 county personnel law.

1 (II) Civilian employees shall [have]:

2 1. HAVE the right to organize and bargain collectively[.
3 Civilian employees shall be]; AND

4 2. BE subject to the Prince George's County Labor Code with
5 regard to collective bargaining for compensation, including pension and fringe benefits,
6 hours, and terms and conditions of employment.

7 (III) The County Executive OF PRINCE GEORGE'S COUNTY shall be
8 considered the employer of the civilian employees only for the purpose of collective
9 bargaining for compensation, including pension and fringe benefits, and hours.

10 (IV) 1. [The Sheriff] SUBJECT TO THE PROVISIONS OF
11 SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF shall be considered the
12 employer for purposes of collective bargaining for other terms and conditions of
13 employment.

14 2. [However, any] ANY required funding for a collective
15 bargaining agreement negotiated by the Sheriff shall be subject to the approval of the
16 [County Executive] COUNTY EXECUTIVE.

17 [(5)] (F) (1) [With the exception of] EXCEPT FOR the assistant
18 sheriffs, all full-time deputy sheriffs of all ranks, provided for the Sheriff in the budget of
19 the county, [upon commencement of any position in the Sheriff's department] may be
20 required by the Sheriff to serve a probationary period of 12 months ON COMMENCEMENT
21 OF ANY POSITION IN THE SHERIFF'S DEPARTMENT.

22 (2) The probationary period may be extended by the Sheriff for reasonable
23 cause.

24 (3) During the probationary period, the determination of the employee's
25 qualifications and ability to serve in the position of a permanent, nonprobationary employee
26 shall be within the exclusive discretion of the Sheriff.

27 (4) All probationary commissioned deputy sheriffs shall be required to
28 complete the minimum number of hours as mandated [to] FOR other law enforcement
29 agencies, as set by the Maryland Police Training and Standards Commission.

30 [(6) (i)] (G) (1) [With the exception of] EXCEPT FOR the assistant
31 sheriffs, all commissioned full-time employees, including deputy sheriffs of all ranks and
32 court security officers, that are provided for by the Sheriff in the budget of the county, shall
33 be subject to the county personnel law.

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

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

5 [(7) (2) All nonprobationary commissioned full-time employees,
6 including deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of
7 Rights.

8 (3) (I) All commissioned full-time employees, including deputy sheriffs
9 of all ranks and court security officers, are also subject to the Labor Code of the county with
10 regard to collective bargaining for compensation, including pension and other fringe
11 benefits, hours, and terms and conditions of employment.

12 (II) The County Executive shall be considered the ["employer"]
13 EMPLOYER of the deputy sheriffs and court security officers only for the purpose of
14 collective bargaining for compensation, including pension and fringe benefits, and hours.

15 (III) 1. [The Sheriff] SUBJECT TO THE PROVISIONS OF
16 SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF shall be considered the
17 employer for purposes of collective bargaining for other terms and conditions of
18 employment.

19 2. [However, any] ANY required funding for a collective
20 bargaining agreement negotiated by the Sheriff shall be subject to the approval of the
21 County Executive.

22 [(8) (i) (H) (1) The Sheriff and the [Sheriff's deputies] DEPUTY
23 SHERIFFS shall be limited in their duties as law enforcement officers, as follows:

24 [1.] (I) The full power of arrest[, the];

25 (II) THE service of process of all writs, summonses, orders, petitions,
26 subpoenas, warrants, rules to show cause, and all other legal papers;

27 [2.] (III) The care and supervision of prisoners at any of the
28 county detention centers, hospitals, penal institutions, or other places of confinement;

29 [3.] (IV) The security of all State and county courts and the
30 performance of such duties as may be required of them by the courts;

31 [4.] (V) The transportation of all legally detained persons;

32 [5.] (VI) The administration and enforcement of casino night

1 permits as authorized by the governing body of the county; and

2 **[6.] (VII)** As of October 1, 2007, specific duties as authorized
3 by the county governing body, including:

4 **[A.] 1.** Responding to domestic violence calls;

5 **[B.] 2.** Acting as school resource deputies in county
6 schools; and

7 **[C.] 3.** Providing security for **[Prince George's County]**
8 **COUNTY** public school sporting events and extracurricular activities that are held in the
9 county, sponsored by a public school, and open to the public.

10 **[(ii) 1.] (2) (I)** The duties authorized in **[subparagraph (i)6**
11 **of this paragraph] PARAGRAPH (1)(VII) OF THIS SUBSECTION** shall be enumerated in a
12 memorandum of understanding entered into by the Prince George's County Police
13 Department and the Office of the Sheriff of Prince George's County.

14 **[2.] (II)** The memorandum of understanding **[may]:**

15 **1. MAY** be revised only by the county governing body **[.]; AND**

16 **[3. The memorandum of understanding is]**

17 **2. IS** in effect from the date it is signed by both parties, but
18 not before October 1, 2007.

19 **[(9) (I) (1) [Neither] EXCEPT AS PROVIDED IN PARAGRAPH (2) OF**
20 **THIS SUBSECTION, NEITHER** the Sheriff **[of Prince George's County]** nor any **[of the**
21 **Sheriff's deputies shall] DEPUTY SHERIFF MAY** conduct criminal investigations **[, except:].**

22 **(2) THE SHERIFF OR A DEPUTY SHERIFF MAY CONDUCT CRIMINAL**
23 **INVESTIGATIONS:**

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

25 (ii) On request of the courts;

26 (iii) As necessary for the administration and enforcement of casino
27 night permits as authorized by the county governing body; **[or] AND**

28 (iv) In investigations arising out of or incident to normally assigned
29 duties, including those duties authorized by the county governing body under **[paragraph**
30 **(8)(i)6 of this subsection] SUBSECTION (H)(1)(VII) OF THIS SECTION.**

1 [(10)] **(3)** When [a] **THE** Sheriff or [Sheriff's deputy] **A DEPUTY SHERIFF**
 2 has commenced an investigation under paragraph [(9)(iv)] **(2)(IV)** of this subsection, the
 3 Sheriff or [the Sheriff's deputy] **DEPUTY SHERIFF SHALL:**

4 (i) [Shall immediately] **IMMEDIATELY** notify the appropriate law
 5 enforcement agency that has jurisdiction over the matter; and

6 (ii) [Shall transfer] **TRANSFER** the investigation to an appropriate
 7 law enforcement agency that has jurisdiction over the matter on request of the agency.

8 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
 9 the scope of the section.

10 Subsections (b) through (i) of this section are derived without substantive
 11 change from former § 2-309(r) of this subtitle.

12 In subsection (e)(2)(iii) of this section, the reference to the County Executive
 13 "of Prince George's County" is added for clarity.

14 **2-331.**

15 **(A) THIS SECTION APPLIES ONLY IN QUEEN ANNE'S COUNTY.**

16 [(s) (1) (i)] **(B) (1)** The Sheriff of Queen Anne's County shall receive
 17 [a] **AN ANNUAL** salary set by the County Commissioners **OF QUEEN ANNE'S COUNTY** of
 18 at least \$10,000.

19 [(ii)] **(2)** The Sheriff shall appoint a chief deputy sheriff, or the
 20 managerial equivalent, who shall:

21 [1.] **(I)** Receive [a] **AN ANNUAL** salary set by the County
 22 Commissioners of at least \$4,500; and

23 [2.] **(II)** Serve at the pleasure of the Sheriff.

24 [(iii) 1.] **(3) (I)** The Sheriff may appoint the number of
 25 assistant deputy sheriffs as the County Commissioners approve, at **ANNUAL** salaries set
 26 by the County Commissioners of at least \$4,200.

27 [2.] **(II)** The Sheriff may not refuse to reappoint a deputy
 28 sheriff without just cause.

29 [(iv)] **(4)** The **COUNTY** Commissioners may appoint an assistant
 30 deputy sheriff, at [a] **AN ANNUAL** salary set by the County Commissioners of at least

1 \$4,200.

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

7 **[(3)] (D)** The County Commissioners may include in the merit system of
8 the county the employees of the Queen Anne’s County Sheriff’s Department.

9 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
10 the scope of the section.

11 Subsections (b) through (d) of this section are derived without substantive
12 change from former § 2–309(s) of this subtitle.

13 In subsection (b) of this section, the references to “annual” salaries are added
14 for clarity.

15 In subsection (b)(1) of this section, the reference to the County Commissioners
16 “of Queen Anne’s County” is added for clarity.

17 **2–332.**

18 **(A) THIS SECTION APPLIES ONLY IN ST. MARY’S COUNTY.**

19 **[(t) (1)] (B)** The [annual salary of the] Sheriff of St. Mary’s County shall [be]
20 **RECEIVE AN ANNUAL SALARY OF:**

21 **[(i)] (1)** \$100,000 for [the] calendar year 2015;

22 **[(ii)] (2)** \$102,000 for [the] calendar year 2016;

23 **[(iii)] (3)** \$104,040 for [the] calendar year 2017; and

24 **[(iv)] (4)** Beginning in calendar year 2018, equal to the salary of a
25 Department of State Police lieutenant colonel (step 12).

26 **[(2)] (C)** The Sheriff shall devote full time to the duties of office.

27 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
28 the scope of the section.

29 Subsections (b) and (c) of this section are derived without substantive change
30 from former § 2–309(t) of this subtitle.

1 In subsection (b)(1), (2), and (3) of this section, the word “the” is deleted as
2 surplusage.

3 **2-333.**

4 **(A) THIS SECTION APPLIES ONLY IN SOMERSET COUNTY.**

5 ~~[(u) (1) (i)]~~ **(B) (1)** The Sheriff of Somerset County shall receive ~~[a] AN~~
6 ANNUAL salary of not less than \$75,000 ~~[and no]~~.

7 **(2) THE SHERIFF MAY NOT RECEIVE AN** expense allowance.

8 ~~[(ii) (C) (1) [He] THE SHERIFF]~~ shall appoint a chief deputy
9 who shall receive ~~[a] AN ANNUAL~~ salary of not less than \$7,500.

10 ~~[(iii) (2)]~~ Subject to the approval of the County Commissioners ~~OF~~
11 SOMERSET COUNTY, the Sheriff may appoint additional deputies at the compensation set
12 by the County Commissioners prior to any appointment.

13 ~~[(iv) (3)]~~ Deputy sheriffs serve under the direction of the Sheriff.

14 ~~[(v) (4)]~~ Deputy sheriffs are required, within 1 year after their
15 appointment, to complete successfully the course that the Maryland Police Training and
16 Standards Commission prescribes for police officers.

17 ~~[(vi) 1.]~~ **(5) (I)** Except as provided in ~~[subsubparagraph 2]~~
18 SUBPARAGRAPH **(II)** of this ~~[subparagraph] PARAGRAPH~~, a deputy sheriff whose position
19 is funded by the County Commissioners ~~[becomes]~~:

20 **1. BECOMES** a merit system employee of the Office of Sheriff
21 of Somerset County on completion of the deputy sheriff’s initial probation period; and ~~[may]~~

22 **2. MAY** not be dismissed without cause.

23 ~~[2.]~~ **(II)** A deputy sheriff whose position is funded through a
24 grant or other source may be dismissed without cause after the funding source is depleted.

25 ~~[(vii) (6) (I)]~~ The County Commissioners may appoint a jail
26 warden as the county jailer.

27 **(II)** Prior to the appointment of any individual, the County
28 Commissioners shall establish an annual rate of compensation for the county jailer.

29 ~~[(2) (D)]~~ The Sheriff and ~~[his deputies]~~ **DEPUTY SHERIFFS** may wear

1 uniforms when performing their official duties[, and the].

2 **(E) THE** automobiles used by the Sheriff's Office shall be equipped with a
3 two-way radio.

4 **[(3)] (F)** The County Commissioners may pay for the uniforms, radios,
5 automobiles, and operating expenses of the automobiles of the Sheriff's Office.

6 **[(4)] (G)** The County Commissioners may include in the merit system of
7 the county the employees of the [Somerset County] Sheriff's Office.

8 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
9 the scope of the section.

10 Subsections (b) through (g) of this section are derived without substantive
11 change from former § 2-309(u) of this subtitle.

12 In subsections (b)(1) and (c)(1) of this section, the references to an "annual"
13 salary are added for clarity.

14 In subsection (c)(2) of this section, the reference to the County Commissioners
15 "of Somerset County" is added for clarity.

16 **2-334.**

17 **(A) THIS SECTION APPLIES ONLY IN TALBOT COUNTY.**

18 **[(v) (1)] (B)** The Sheriff of Talbot County shall receive a salary as set by the
19 County Council **OF TALBOT COUNTY.**

20 **[(2)] (C)** The Sheriff may appoint, subject to the approval of the County
21 Council, the number of deputies the Sheriff deems necessary at the compensation fixed by
22 the County Council prior to the appointment.

23 **[(3)] (D)** The Sheriff may appoint a chief deputy sheriff, or the managerial
24 equivalent, who shall serve at the pleasure of the Sheriff.

25 **[(4)] (E)** The Sheriff may not refuse to reappoint a deputy sheriff without
26 just cause.

27 **[(5)] (F)** The Sheriff's Office shall be operated on a 24-hour daily basis.

28 **[(6)] (G)** The County Council may:

29 **[(i)] (1)** Require the Sheriff and deputy sheriffs to wear the
30 uniforms and equipment prescribed by the County Council while on duty or performing an

1 official act; and

2 [(ii) 1.] (2) (I) Issue the required uniforms and equipment
 3 to the Sheriff and deputy sheriffs; or

4 [2.] (II) Reimburse the Sheriff and deputy sheriffs for the
 5 purchase of uniforms and equipment.

6 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
 7 the scope of the section.

8 Subsections (b) through (g) of this section are derived without substantive
 9 change from former § 2–309(v) of this subtitle.

10 In subsection (b) of this section, the reference to the County Council “of Talbot
 11 County” is added for clarity.

12 **2–335.**

13 (A) **THIS SECTION APPLIES ONLY IN WASHINGTON COUNTY.**

14 [(w) (1) (i)] (B) The Sheriff of Washington County shall receive [a] AN
 15 ANNUAL salary of the greater of:

16 [1.] (1) \$100,000; or

17 [2.] (2) The salary set by the County Commissioners of
 18 Washington County under Title 28, Subtitle 2 of the Local Government Article.

19 [(ii)] (C) The Sheriff shall appoint a chief deputy at a salary level
 20 set by the County Commissioners.

21 [(iii)] (D) (1) The Sheriff may appoint deputy sheriffs and other
 22 personnel necessary to perform the duties of office at salary levels set by the County
 23 Commissioners in accordance with the county’s budgetary process.

24 (2) (i) Any deputy sheriff appointed according to this subsection [shall]:

25 1. **SHALL** be placed on a probationary status for the first
 26 [two] 2 years of [his] **THE DEPUTY SHERIFF’S** employment[.]; and [may]

27 2. **MAY** be dismissed by the Sheriff for any reason during
 28 that probationary period.

29 (ii) At the conclusion of continuous employment for [two] 2 years, a

1 deputy sheriff having the rank of major or below [has]:

2 **1. HAS** tenure[.]; and [may]

3 **2. MAY** be discharged by the Sheriff only for misfeasance,
4 malfeasance, nonfeasance, or insubordination in office.

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

11 [(4) (i)] **(E) (1)** The Sheriff [of Washington County] may appoint
12 special deputy sheriffs, including members of the police force of a Washington County
13 municipality who are:

14 **[1.] (I)** Selected by the chief of police of the municipality;
15 and

16 **[2.] (II)** Verified by the chief of police of the municipality as
17 having achieved at least the minimum level of training for police duties in a municipality
18 as designated by the Maryland Police Training and Standards Commission.

19 **[(ii)] (2)** The appointment of special deputy sheriffs is subject to the
20 following conditions:

21 **[1.] (I)** The Sheriff shall assign the special deputy sheriff who
22 is a member of the police force to duties in the municipality where the special deputy sheriff
23 is a member of the police force or to duties in other areas of the county, including:

24 **[A.] 1.** Performing a vehicle traffic stop resulting from the
25 special deputy sheriff's observation that the operation of the vehicle endangered human
26 life;

27 **[B.] 2.** Stabilizing a traffic situation that is endangering
28 human life;

29 **[C.] 3.** Stabilizing an emergency situation that involves the
30 potential for loss of human life, bodily injury, or damage to property;

31 **[D.] 4.** Responding as an initial responder or an emergency
32 responder after being dispatched by the Washington County Emergency Communications
33 Center to a location outside the special deputy sheriff's jurisdiction but which the
34 Emergency Communications Center believed was in the special deputy sheriff's

1 jurisdiction;

2 [E.] 5. Responding to an emergency under a Mutual Aid and
3 Assistance Agreement to which a municipality and the [Washington County] Sheriff's
4 Office are parties and which is in effect at the time of the response or under a mutual aid
5 agreement under § 2-105 of the Criminal Procedure Article if the special deputy sheriff is
6 in compliance with the agreement;

7 [F.] 6. Serving on a task force that is jointly operated by a
8 municipal police department and the [Washington County] Sheriff's Office; or

9 [G.] 7. Serving on a special response team that has been
10 activated for a response outside the special deputy sheriff's jurisdiction;

11 [2.] (II) The Sheriff may terminate the appointment of the
12 special deputy sheriff for cause or on completion of the assignment for which the special
13 deputy sheriff was appointed;

14 [3.] (III) The special deputy sheriff is not an employee of
15 [Washington County] THE COUNTY for the purpose of employment security or employee
16 benefits; and

17 [4.] (IV) County liability insurance may be provided to a
18 special deputy sheriff.

19 [(iii)] (3) Except as provided in [subparagraph (ii)]¹ of this
20 paragraph] PARAGRAPH (2)(I) OF THIS SUBSECTION, designation as a special deputy
21 sheriff does not authorize the special deputy sheriff to perform law enforcement duties
22 outside the special deputy sheriff's jurisdiction.

23 [(iv)] (4) A special deputy sheriff is under the authority of the
24 Sheriff [of Washington County] while the special deputy sheriff is performing duties as a
25 special deputy sheriff.

26 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
27 the scope of the section.

28 Subsections (b) through (e) of this section are derived without substantive
29 change from former § 2-309(w) of this subtitle.

30 In the introductory language of subsection (b) of this section, the reference to
31 an "annual" salary is added for clarity.

32 **2-336.**

33 (A) **THIS SECTION APPLIES ONLY IN WICOMICO COUNTY.**

1 [(x) (1) (i)] **(B)** The Sheriff of Wicomico County shall receive [a] AN
2 ANNUAL salary of the greater of:

3 [1.] **(1)** \$58,000 in calendar year 1998 and thereafter; or

4 [2.] **(2)** The salary set by the County Council of Wicomico
5 County before the start of the term of office.

6 [(ii)] **(C)** **(1) (I)** The Sheriff shall appoint a chief deputy at a
7 salary set by the [Wicomico] County Council, payable in equal monthly installments.

8 **(II)** The chief deputy's term of office coincides with the Sheriff's [and
9 he] **TERM OF OFFICE.**

10 **(III)** **THE CHIEF DEPUTY** may be removed by the Sheriff at any time.

11 **(2)** The Sheriff may appoint additional deputies as [he] **THE SHERIFF** and
12 the County Council [of Wicomico County] deem necessary, each of whom shall receive the
13 compensation prescribed by the personnel rules and regulations of the county.

14 [(2)] **(D)** **(1)** The Sheriff [of Wicomico County] shall be allowed an
15 additional amount to defray all expenses of [his] **THE** office, including necessary
16 automobile mileage allowance at the rate of at least 6 cents per mile for automobiles used
17 by [him and his deputies] **THE SHERIFF AND DEPUTIES** in performing their official
18 duties.

19 **(2)** [However] **NOTWITHSTANDING PARAGRAPH (1) OF THIS**
20 **SUBSECTION**, mileage [shall] **MAY** not be allowed if automobiles are furnished to the
21 Sheriff by the County Council.

22 **(3)** Necessary expenses for telephone and telegraph, and clerical assistants
23 will be allowed if approved by the County Council.

24 [(3)] **(E)** **(1) (I)** The Sheriff shall submit properly authenticated
25 requisitions containing a full and complete statement under oath setting forth all of the
26 expenses for a month, including the names of all deputies and assistants, the amounts
27 allowed to each and all other items of expense.

28 **(II)** [These sums] **THE REQUIREMENTS OF SUBPARAGRAPH (I)**
29 **OF THIS PARAGRAPH** are [in lieu] **INSTEAD** of all expenses, fees and costs now or
30 [heretofore] **PREVIOUSLY** allowed the Sheriff for expense in carrying out the duties of [his]
31 **THE** office, including the expenses of transferring prisoners to and from penal institutions
32 and places of confinement in the State under the sentence or order of any authority.

1 **(2)** The County Council [shall] **MAY** not pay the Sheriff additional
2 compensation for any services [he renders] **RENDERED** in discharging [his] official duties.

3 **(3)** The County Council is not liable for any other fee or compensation to
4 the Sheriff.

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

7 **[(5)] (G) (1)** All deputies, except the chief deputy, clerical [assistant]
8 **ASSISTANTS**, and other employees employed **BY THE SHERIFF'S OFFICE** are subject to
9 the "personnel provisions" of the charter of Wicomico County and subsequent rules and
10 regulations passed by the County Council.

11 **(2)** If a **CHIEF** deputy **WHO WAS A DEPUTY** subject to the personnel
12 provisions [is] **PRIOR TO BEING** promoted to chief deputy[, then on his removal] **IS**
13 **REMOVED** from the office of chief deputy for other than cause, [he] **THAT PERSON** shall
14 revert to a deputy with the same status [which he] **THAT THE PERSON** had prior to [his]
15 **THE PERSON'S** appointment as chief deputy.

16 **(3)** A chief deputy who [is] **WAS** not a deputy subject to the personnel
17 provisions prior to [his] appointment as chief deputy, if removed from office for any reason,
18 [shall] **MAY** not automatically revert to a deputy.

19 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
20 the scope of the section.

21 Subsections (b) through (g) of this section are derived without substantive
22 change from former § 2-309(x) of this subtitle.

23 In the introductory language of subsection (b) of this section, the reference to
24 an "annual" salary is added for clarity.

25 In subsection (e)(1)(ii) of this section, the reference to "[t]he requirements of
26 subparagraph (i) of this paragraph" is substituted for the former reference to
27 "[t]hese sums" for clarity.

28 In subsection (g)(1) of this section, the reference to employees employed "by
29 the Sheriff's Office" is added for clarity.

30 In subsection (g)(2) of this section, the reference to "a chief deputy who was a
31 deputy subject to the personnel provisions prior to being promoted to chief
32 deputy" is substituted for the former reference to "a deputy subject to the
33 personnel provisions [who] is promoted to chief deputy" for clarity and
34 consistency within this part.

1 **2-337.**

2 **(A) THIS SECTION APPLIES ONLY IN WORCESTER COUNTY.**

3 ~~[(y)]~~ **(B)** (1) ~~[(i)]~~ The Sheriff of Worcester County shall receive an annual
4 salary as set by the County Commissioners **OF WORCESTER COUNTY** of at least \$85,000.

5 ~~[(ii)]~~ **(2)** The Sheriff shall appoint at least one chief deputy sheriff
6 and as many deputy sheriffs and other personnel as are necessary to perform the duties of
7 the office and are provided for in the county budget.

8 ~~[(2)]~~ **(C)** The County Commissioners ~~[of Worcester County]~~ shall pay all
9 necessary expenses of the operation of the Sheriff's Office through the county budget
10 adopted in accordance with all applicable laws and budget procedures and subject to all
11 applicable budget reviews.

12 ~~[(3) (i)]~~ **(D)** **(1)** The chief deputy sheriff shall serve at the pleasure
13 of the Sheriff.

14 ~~[(ii)]~~ **(2)** If a chief deputy sheriff who was a Worcester County
15 deputy sheriff prior to being appointed as chief deputy is removed from the office of chief
16 deputy for other than cause, that person shall revert to a deputy sheriff with the same
17 status that the person had prior to the person's appointment as chief deputy.

18 ~~[(iii)]~~ **(3)** If a chief deputy sheriff who was not a Worcester County
19 deputy sheriff prior to being appointed as chief deputy is removed from the office of chief
20 deputy for any reason, that person may not automatically revert to a deputy sheriff after
21 being removed as chief deputy.

22 ~~[(4) (i)]~~ **(E)** **(1)** Except as provided in this ~~[subsection]~~ **SECTION**,
23 the personnel rules and regulations of ~~[Worcester County]~~ **THE COUNTY** as adopted by the
24 County Commissioners shall apply to all employees of the ~~[Sheriff of Worcester County]~~
25 **SHERIFF'S OFFICE** other than the chief deputy sheriff, including deputy sheriffs, clerks,
26 typists, animal control officers, and other necessary personnel.

27 ~~[(ii)]~~ **(2)** The appointment, disciplinary, and managerial functions
28 of the County Commissioners as provided for in the personnel rules and regulations of
29 ~~[Worcester County]~~ **THE COUNTY** shall be performed by the Sheriff in the case of all
30 employees of the Sheriff's Office.

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

34 ~~[(6)]~~ **(G)** An employee of the Sheriff's Office other than the chief deputy

1 sheriff or a probationary employee may be disciplined or terminated for cause only in
2 accordance with the provisions of this [subsection] SECTION, the regulations referred to in
3 this [subsection] SECTION, or the Law Enforcement Officers' Bill of Rights.

4 [(7) (H) (1) When a new Sheriff takes office, or at the beginning of a
5 new term of office of a Sheriff, all deputies other than the chief deputy and all other
6 employees in good standing shall remain in their positions and shall be considered
7 reappointed or redeputized, subject to the provisions of this [subsection] SECTION and to
8 the extent required.

9 (2) A Sheriff may not refuse to reappoint and redeputize a deputy sheriff
10 without cause.

11 [(8) (I) At the request of the Sheriff, the County Commissioners may
12 provide in-kind support to the Sheriff relating to personnel matters.

13 [(9) (J) The Sheriff shall have complete control over the employees of the
14 Sheriff's Office, subject only to the provisions of this [subsection] SECTION and the
15 reasonable application of the personnel rules and regulations of [Worcester County] THE
16 COUNTY and the protections and benefits those policies provide.

17 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
18 the scope of the section.

19 Subsections (b) through (j) of this section are derived without substantive
20 change from former § 2-309(y) of this subtitle.

21 In subsection (b)(1) of this section, the reference to the County Commissioners
22 "of Worcester County" is added for clarity.

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

25 GENERAL REVISOR'S NOTE TO PART

26 Throughout this part, specific references are substituted for former references
27 to "he", "him", and "his", because SG § 2-1238 requires the use of words that
28 are neutral as to gender to the extent practicable.

29 SECTION 3. AND BE IT FURTHER ENACTED, That it is the intention of the
30 General Assembly that, except as expressly provided in this Act, this Act shall be construed
31 as a nonsubstantive revision, and may not otherwise be construed to render any
32 substantive change in the law of the State.

33 SECTION 4. AND BE IT FURTHER ENACTED, That the Revisor's Notes contained
34 in this Act are not law and may not be considered to have been enacted as part of this Act.

1 SECTION 5. AND BE IT FURTHER ENACTED, That the publisher of the
2 Annotated Code of Maryland, in consultation with and subject to the approval of the
3 Department of Legislative Services, shall correct, with no further action required by the
4 General Assembly, cross-references and terminology rendered incorrect by this Act or by
5 any other Act of the General Assembly of 2019 that affects provisions enacted by this Act.
6 The publisher shall adequately describe any correction that is made in an editor's note
7 following the section affected.

8 SECTION 6. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2019.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.