

## Chapter 196

**(Senate Bill 206)**

AN ACT concerning

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

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

BY renumbering

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

BY adding to

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

BY repealing and reenacting, without amendments,

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

BY adding to

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

BY repealing and reenacting, with amendments,

Article – Courts and Judicial Proceedings  
Section 2–313  
Annotated Code of Maryland

(2013 Replacement Volume and 2018 Supplement)  
 (As enacted by Section 1 of this Act)

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

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

### **Article – Courts and Judicial Proceedings**

#### **PART I. GENERAL PROVISIONS.**

2–301.

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

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

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

**2–311. RESERVED.**

**2–312. RESERVED.**

#### **PART II. SHERIFFS' SALARIES.**

2–313.

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

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

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

**(B) (1) A DEPUTY SHERIFF SHALL PERFORM THE DUTIES INCIDENTAL TO**

**THE OFFICE AS ARE ASSIGNED BY THE SHERIFF.**

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

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

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

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

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

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

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

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

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

**2-314.**

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

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

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

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

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

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

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

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

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

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

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

**(3) ANY** fringe benefits**[,];** and **[the]**

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

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

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

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

**(I) SHALL** serve at the Sheriff’s pleasure**[,];** and **[is]**

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

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

**[(ii)] (2)** Deputies, officers, and civilian employees of the Sheriff’s Office, including the **[Allegany County] COUNTY** jail, have the right to organize and bargain collectively with the Sheriff concerning wages and benefits, hours, working conditions, discipline procedures, and job security issues through a labor organization

selected by the majority of the deputies, officers, and civilian employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2-315.**

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

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

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

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

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

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

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

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

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

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

[(ii)] **(2)** A part-time deputy appointed under this [paragraph]

**SUBSECTION** may not work more than 24 hours per week.

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

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

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

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

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

## 2-316.

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

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

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

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

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

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

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

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

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

[(ii)] **(C)** **(1)** The Sheriff[:

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

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

- (II) **ONE** assistant sheriff[, three];
- (III) **THREE** deputy sheriff majors[, three];
- (IV) **THREE** deputy sheriff captains[, six];
- (V) **SIX** deputy sheriff lieutenants[, one];
- (VI) **ONE** secretary sheriff[,]; and [one]
- (VII) **ONE** fiscal clerk sheriff[,; and].

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

- [A.] (I) 9 deputy sheriff sergeants;
- [B.] (II) 103 deputy sheriffs;
- [C.] (III) 2 domestic violence clerks; and
- [D.] (IV) 2 domestic violence advocates.

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

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

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

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

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

- [1.] (I) Ammunition for practice sessions at the range;
- [2.] (II) Clothing allowance to defray the cost of dry cleaning

and maintaining the clothing worn while on duty; and

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

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

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

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

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

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

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

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

(2) Within 30 days after June 30th in each and every year the Sheriff [of Baltimore City] shall pay to the Mayor and City Council [of Baltimore] any of the unexpended expense funds advanced during the preceding year and render a detailed account to the Mayor and City Council [of Baltimore] of all expense funds received and expended by [him] **THE SHERIFF**.

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

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

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

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

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

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

## 2-317.

### (A) THIS SECTION APPLIES ONLY IN BALTIMORE COUNTY.

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

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

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

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

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

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

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

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

(4) All full-time employees under this [subsection] SECTION are subject to

the provisions of the county merit system and the rules and regulations passed by the County Council pursuant to the charter, as to qualifications, compensation, and other regulations.

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

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

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

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

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

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

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

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

**[D.] 4.** Subject to [subsubparagraph 2] **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, enter into a collective bargaining agreement, through their exclusive representation unit, covering those wages and benefits not regulated by the Sheriff; and

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

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

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

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

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

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

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

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

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

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

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

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

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

[4. A.] **(IV) 1.** Subject to [subsubsubparagraph B]

**SUBSUBPARAGRAPH 2** of this [subsubparagraph] **SUBPARAGRAPH**, an agreement is not effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the bargaining unit and the Baltimore County Administration.

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

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

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

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

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

**2-318.**

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

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

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

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

**[(ii) 1.] (2) (I)** On or after January 1, 2011, the County Commissioners **OF CALVERT COUNTY** may pay to the Sheriff additional compensation equal to the amount of contributions the County Commissioners would have made to the Calvert County Employees’ Savings Plan on behalf of the Sheriff for the years of service the Sheriff accrued as the Sheriff [of Calvert County] prior to joining the Calvert County Employees’ Savings Plan.

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

**[(2)] (C) (1)** The Sheriff may appoint deputy sheriffs in the number

and at the salary approved by the County Commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2–319.**

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

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

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

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

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

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

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

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

**2–320.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2–321.**

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

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

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

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

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

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

[5.] (V) Except as provided in item [6] (VI) of this [subparagraph] PARAGRAPH, \$82,075 for fiscal year 2019; and

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

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

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

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

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

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

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

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

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

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

**(VI)** LAW enforcement personnel[,]; and [a]

**(VII)** A personal secretary to the Sheriff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[(3) (G) The Sheriff [of Cecil County] shall have the authority to formulate and administer a plan that includes the method of supervision to use inmates the Sheriff deems eligible and selects to perform, under the supervision of State, county, or

municipal employees, tasks the Sheriff assigns within the county or any incorporated municipality within the county.

[(4) (i) 1.] **(H) (1) (I)** Except as provided in [subsubparagraph 2] **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, this [paragraph] **SUBSECTION** applies only to all full-time sworn law enforcement deputy sheriffs in the Office of the Sheriff of Cecil County at the rank of Captain and below.

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

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

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

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

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

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

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

**[(iii) 1.] (3) (I)** A labor organization seeking certification as an exclusive representative must submit a petition to the Sheriff and the County Executive that is signed by more than 50% of the sworn law enforcement deputy sheriffs at the rank of Captain and below indicating the desire of the deputy sheriffs subject to this [paragraph]

**SUBSECTION** to be represented exclusively by the labor organization for the purpose of collective bargaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[E.] 5.** Determine and set technology needs, internal

security practices, equipment, and the location of facilities;

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

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

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

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

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

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

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

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

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

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

**2–322.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[A.] 1. Compensation, excluding salary, wages, and those benefits determined, offered, administered, controlled, or managed by the County Commissioners [of Charles County];

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

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

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

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

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

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

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

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

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

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

[1.] (I) Determine the:

[A.] 1. Mission;

[B.] 2. Budget;

[C.] 3. Organization;

[D.] 4. Numbers, types, and grades of employees assigned;

[E.] 5. Work projects, tours of duty, and methods, means, and personnel by which its operations are conducted;

[F.] 6. Technology needs;

[G.] 7. Internal security practices; and

[H.] 8. Relocation of its facilities;

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

[3.] (III) Determine the services to be rendered, operations to be performed, and technology to be used;

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

[5.] (V) Hire, direct, supervise, and assign employees;

[6. A.] (VI) Promote, demote, discipline, discharge, retain, and lay off employees; [and

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

[7.] (VIII) Set the qualifications of employees for appointment and promotions;

[8.] (IX) Set standards of conduct;

[9.] (X) Adopt office rules, regulations, and procedures;

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

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

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

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

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

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

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

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

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

**[E.] 5.** If at least 51% of the employees in the bargaining unit vote in favor of decertification during the secret ballot election, the exclusive representative shall be decertified.

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

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

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

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

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

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

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

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

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

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

**[2.] (II)** An agreement may contain a grievance procedure

for binding arbitration of the interpretation of contract terms and clauses.

[3. A.] (III) 1. An agreement reached in accordance with this [paragraph] SUBSECTION shall be in writing and signed by the designated representatives of the Sheriff and the exclusive representative involved in the collective bargaining negotiations.

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

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

[A.] 1. The Sheriff;

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

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

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

[A.] 1. The Sheriff;

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

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

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

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

[2.] (II) A party seeking mediation under [subsubparagraph 1] SUBPARAGRAPH (I) of this [subparagraph] PARAGRAPH shall

provide written notice to the other parties and the Federal Mediation and Conciliation Service at least 15 days before the anticipated first mediation meeting.

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

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

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

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

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

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

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

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

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

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

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

**[2.] (II)** On or before March 15, or any later date determined

by mutual agreement of the parties, the parties shall submit to the arbitrator:

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

[B.] 2. A separate proposed memorandum of each party's final offer presented in negotiations on all items to which the parties previously did not agree.

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

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

[4.] (IV) The arbitrator may:

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

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

[C.] 3. Issue subpoenas.

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

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

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

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

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

[A.] 1. Past collective bargaining agreements between the

parties, including the bargaining history that led to the collective bargaining agreement and the precollective bargaining history of employee wages, hours, benefits, and other working conditions;

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

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

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

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

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

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

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

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

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

[K.] 11. Recruitment and retention data;

[L.] 12. The special nature of the work performed by the

employees in the bargaining unit, including hazards of employment, physical requirements, educational qualifications, job training and skills, shift assignments, and the demands placed on those employees as compared to other [Charles County Sheriff] employees **OF THE SHERIFF'S OFFICE**;

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

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

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

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

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

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

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

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

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

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

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

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

**[10.] (X)** The parties shall share the costs of the services of the arbitrator as follows:

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

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

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

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

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

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

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

**[2.] (II)** 180 days from the date the party or parties reject the arbitrator’s recommendations.

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

**[(xv)] (15)** This **[paragraph] SUBSECTION** does not authorize a sworn law enforcement officer or correctional officer to engage in a strike as defined in §

3–303 of the State Personnel and Pensions Article.

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

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

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

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

## **2–323.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2-324.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[2.] (II)** The Sheriff may terminate the appointment of the

special deputy sheriff at will or on completion of the assignment for which the special deputy was appointed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[3.] (4) The County Executive, or the County Executive’s designee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2–325.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2-326.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [1.] (I)** The Sheriff;
- [2.] (II)** The County Executive; and
- [3.] (III)** The employee organization.

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

- [1.] (I)** The Sheriff;
- [2.] (II)** The County Executive; and
- [3.] (III)** The employee organization.

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

**[(10) (i) (J) (1)]** This [paragraph] **SUBSECTION** applies only to all

full-time correctional officers in the [Office of the Sheriff of Harford County] **SHERIFF'S OFFICE** at the rank of captain and below.

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

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

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

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

- [1.] **(I)** The Sheriff;
- [2.] **(II)** The County Executive; and
- [3.] **(III)** The employee organization.

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

- [1.] **(I)** The Sheriff;
- [2.] **(II)** The County Executive; and
- [3.] **(III)** The employee organization.

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

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

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

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

**2-327.**

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

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

- [1.] (1)** \$85,000 each calendar year for calendar year 2010 through calendar year 2014;
- [2.] (2)** \$88,000 for calendar year 2015;
- [3.] (3)** \$91,000 for calendar year 2016;
- [4.] (4)** \$94,000 for calendar year 2017;
- [5.] (5)** \$97,000 for calendar year 2018;
- [6.] (6)** \$101,000 for calendar year 2019;
- [7.] (7)** \$105,000 for calendar year 2020;
- [8.] (8)** \$109,000 for calendar year 2021; and
- [9.] (9)** \$113,000 for calendar year 2022.

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

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

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

- 1. Shall be required by the Sheriff to serve an initial probationary period of 12 months; and
- 2. May be dismissed by the Sheriff for any reason only during

the initial probationary period.

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

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

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

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

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

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

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

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

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

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

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

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

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

**[(iii)] (3)** Additional duties, including law enforcement as may be

requested by law enforcement or other criminal justice agencies, the circuit court, or the county government, when necessary for the public safety.

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

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

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

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

**[3.] (III)** Engage in collective bargaining with the Sheriff **[of Howard County]**, or the designee of the Sheriff, concerning wages, benefits, and other terms and conditions, except those terms and conditions expressly reserved by the Sheriff under **[subparagraph (v)4A of this paragraph] PARAGRAPH (5)(IV)1 OF THIS SUBSECTION**, through a labor organization certified as the exclusive representative of the deputy sheriffs subject to this **[paragraph] SUBSECTION**;

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

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

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

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

**[3.] (III)** If the Sheriff challenges the validity of the petition,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [C.] 3. Set the standards of services to be offered to the public;
- [D.] 4. Determine and set work projects, tours of duty, schedules, assignments, and methods, means, personnel, and other resources by which operations are conducted;
- [E.] 5. Determine and set technology needs, internal security practices, equipment, and the location of facilities;
- [F.] 6. Exercise control and discretion over the Sheriff's Office and operations;
- [G.] 7. Hire, promote, transfer, assign, or retain deputy sheriffs in positions within the **SHERIFF'S** Office;
- [H.] 8. Establish work rules;
- [I.] 9. Demote, suspend, discharge, or take any other appropriate disciplinary action against employees for just cause and in accordance with the county charter and other applicable law;
- [J.] 10. Determine the mission, budget, organization, numbers, types, classes, grades, and ranks of deputy sheriffs assigned, the services to be rendered, operations to be performed, and the technology to be used;
- [K.] 11. Set the standards of service and exercise control over operations, including the rights to determine work shifts and the number of deputy sheriffs on each shift;
- [L.] 12. Determine and set the qualifications of deputy sheriffs for appointment and promotions;
- [M.] 13. Set the standards of performance, appearance, and conduct;
- [N.] 14. Judge skill, ability, and physical fitness;
- [O.] 15. Create, eliminate, or consolidate job classifications, departments, or operations; and
- [P.] 16. Control and regulate the use of all equipment and other property of the county.
- [5.] (v) A collective bargaining agreement is not effective

until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and approved by the Sheriff.

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

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

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

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

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

In subsection (c)(3)(ii) of this section, the reference to the probationary period “for a deputy sheriff” is added for clarity.

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

## 2–328.

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

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

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

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

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

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

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

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

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

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

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

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

**(2)** **PART-TIME DEPUTIES APPOINTED UNDER PARAGRAPH (1) OF THIS SUBSECTION:**

**(I)** **ARE** limited to service only within the particular facility where they are employed**[,];** and **[who may]**

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

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

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

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

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

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

**2-329.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**[4.] (IV)** During the probationary period, the determination

of the employee's qualifications and ability to serve in the position of a permanent, nonprobationary employee shall be within the exclusive discretion of the Sheriff, subject to the [Montgomery County] COUNTY merit system laws and personnel regulations.

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

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

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

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

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

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

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

[B.] (II) If a single bargaining representative represents both [Montgomery County] COUNTY government employees and [Montgomery County Sheriff] employees OF THE SHERIFF'S OFFICE, any and all terms and conditions of employment set forth in any current and subsequent collective bargaining agreement between the [Montgomery County] COUNTY government and the bargaining

representative shall be applicable to employees of the [Montgomery County Sheriff] **SHERIFF'S OFFICE** unless different terms and conditions of employment are negotiated by the Sheriff in accordance with [subsubparagraph 4 of this subparagraph] **PARAGRAPH (4) OF THIS SUBSECTION.**

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

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

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

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

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

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

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

- [2.] (II) Maintain and improve the efficiency and effectiveness of operations;
- [3.] (III) Determine the services to be rendered and the operations to be performed;
- [4.] (IV) Determine the overall organizational structure, methods, processes, means, and personnel by which operations are to be conducted and the location of facilities;
- [5.] (V) Direct and supervise employees;
- [6.] (VI) Hire and select new employees;
- [7.] (VII) Establish the standards governing promotion of employees, subject to the [Montgomery County] COUNTY merit system law and personnel regulations;
- [8.] (VIII) Relieve employees from duties because of lack of work or funds or under conditions when the employer determines continued work would be inefficient or nonproductive;
- [9.] (IX) Take actions to carry out the mission of government in situations of emergency;
- [10.] (X) Transfer, assign, and schedule employees;
- [11.] (XI) Determine the size and composition of the workforce, subject to the county's budget and fiscal policies;
- [12.] (XII) Set the standards of productivity and technology;
- [13.] (XIII) Establish employee performance standards and evaluate employees;
- [14.] (XIV) Make and implement systems for awarding outstanding service increments, extraordinary performance awards, and other merit awards, subject to the budget and fiscal policies of [Montgomery County] THE COUNTY;
- [15.] (XV) Introduce new or improved technology, research, development, and services;
- [16.] (XVI) Control and regulate the use of machinery, equipment, and other property and facilities of the Sheriff's Office;

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

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

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

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

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

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

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

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

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

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

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

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

(I) BE reimbursed in an amount set forth in an applicable collective bargaining agreement for expenses for traveling, transportation, or use of motor vehicles[,

or may, in the alternative, be]; **OR**

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

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

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

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

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

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

## 2-330.

(A) **THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.**

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

(i) Receive an] **RECEIVE:**

(I) **AN** annual salary of \$132,734 for calendar year 2013; and[, for]

(II) **FOR** calendar year 2014 and each subsequent calendar year, [the Sheriff's] **AN** annual salary [shall] equal **TO** the salary of a circuit court judge[;].

[(ii) Be] (2) **THE SHERIFF SHALL:**

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

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

[(2) (i)] (C) (1) (I) The Sheriff [of Prince George's County] shall

be provided with [4] **FOUR** full-time assistant sheriffs[, and all].

(II) **THE** assistant sheriffs shall be selected and appointed by the Sheriff and serve at the Sheriff's pleasure.

(III) One of the assistant sheriffs shall be appointed as the chief assistant sheriff.

(IV) The assistant sheriffs shall be considered line officers, if so designated by the Sheriff.

[(ii)] **(2)** Each assistant sheriff shall **BE PROVIDED WITH:**

[1.] **(I)** [Be provided with an] **AN** automobile for [so long as they shall remain appointed assistant sheriff] **THE DURATION OF THE ASSISTANT SHERIFF'S APPOINTMENT**, for the use and work of the [Office of Sheriff] **SHERIFF'S OFFICE**, with adequate maintenance and insurance of the automobile to be at the expense of the county; and

[2.] **(II)** [Be provided with an] **AN** expense allowance of not more than \$2,500 annually, an accounting of which shall be submitted to the County Director of Finance for approval.

[(iii)] **(3)** Each assistant sheriff may participate in the supplemental retirement program provided to deputy sheriffs by the county.

[(iv)] **(4)** The assistant sheriffs shall devote their full time and attention to the [Office of Sheriff] **SHERIFF'S OFFICE**.

[(v)] **(5)** **(I)** 1. Except as provided in [subparagraph (vi) of this paragraph] **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH**, the chief assistant sheriff shall receive an annual salary of \$71,091.

[(vi)] **2.** The salary of a commissioned deputy sheriff appointed to the position of chief assistant sheriff shall be provided for by the Sheriff in the budget of the county.

**(II)** 1. **EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE ASSISTANT SHERIFFS SHALL RECEIVE AN ANNUAL SALARY OF \$69,888.**

**2. THE SALARY OF COMMISSIONED DEPUTY SHERIFFS SERVING AS ASSISTANT SHERIFFS SHALL BE PROVIDED FOR BY THE SHERIFF IN THE BUDGET OF THE COUNTY.**

[(vii)] **(D) (1)** The Sheriff and the assistant sheriffs shall be provided with an annual clothing allowance equal to that which is provided to deputy sheriffs of all ranks for the procurement, care, and upkeep of clothing and leather goods, and administered for that purpose.

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

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

**[(3)] (E) (1) (I)** In addition to the assistant sheriffs, the Sheriff [of Prince George's County] shall be provided with the number of full-time employees, including civilian employees and commissioned deputy sheriffs, as is deemed necessary and appropriate to carry out the duties and discharge of the Sheriff's Office.

**(II)** The cost and expense of the positions of the full-time employees, including the salaries, shall be provided for in the budget of the county.

**[(4)] (2) (I)** All full-time civilian employees shall be subject to the county personnel law.

**(II)** Civilian employees shall [have]:

**1. HAVE** the right to organize and bargain collectively[. Civilian employees shall be]; **AND**

**2. BE** subject to the Prince George's County Labor Code with regard to collective bargaining for compensation, including pension and fringe benefits, hours, and terms and conditions of employment.

**(III)** The County Executive **OF PRINCE GEORGE'S COUNTY** shall be considered the employer of the civilian employees only for the purpose of collective bargaining for compensation, including pension and fringe benefits, and hours.

**(IV) 1. [The Sheriff] SUBJECT TO THE PROVISIONS OF SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF** shall be considered the employer for purposes of collective bargaining for other terms and conditions of employment.

2. [However, any] **ANY** required funding for a collective bargaining agreement negotiated by the Sheriff shall be subject to the approval of the [County Executive] **COUNTY EXECUTIVE**.

[(5)] (F) (1) [With the exception of] **EXCEPT FOR** the assistant sheriffs, all full-time deputy sheriffs of all ranks, provided for the Sheriff in the budget of the county, [upon commencement of any position in the Sheriff's department] may be required by the Sheriff to serve a probationary period of 12 months **ON COMMENCEMENT OF ANY POSITION IN THE SHERIFF'S DEPARTMENT**.

(2) The probationary period may be extended by the Sheriff for reasonable cause.

(3) During the probationary period, the determination of the employee's qualifications and ability to serve in the position of a permanent, nonprobationary employee shall be within the exclusive discretion of the Sheriff.

(4) All probationary commissioned deputy sheriffs shall be required to complete the minimum number of hours as mandated [to] **FOR** other law enforcement agencies, as set by the Maryland Police Training and Standards Commission.

[(6) (i)] (G) (1) [With the exception of] **EXCEPT FOR** the assistant sheriffs, all commissioned full-time employees, including deputy sheriffs of all ranks and court security officers, that are provided for by the Sheriff in the budget of the county, shall be subject to the county personnel law.

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

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

[(7)] (2) All nonprobationary commissioned full-time employees, including deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of Rights.

(3) (I) All commissioned full-time employees, including deputy sheriffs of all ranks and court security officers, are also subject to the Labor Code of the county with regard to collective bargaining for compensation, including pension and other fringe benefits, hours, and terms and conditions of employment.

(II) The County Executive shall be considered the ["employer"] **EMPLOYER** of the deputy sheriffs and court security officers only for the purpose of collective bargaining for compensation, including pension and fringe benefits, and hours.

**(III) 1.** [The Sheriff] **SUBJECT TO THE PROVISIONS OF SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF** shall be considered the employer for purposes of collective bargaining for other terms and conditions of employment.

**2.** [However, any] **ANY** required funding for a collective bargaining agreement negotiated by the Sheriff shall be subject to the approval of the County Executive.

**[(8) (i) (H) (1)]** The Sheriff and the [Sheriff's deputies] **DEPUTY SHERIFFS** shall be limited in their duties as law enforcement officers, as follows:

**[1.] (I)** The full power of arrest[, the];

**(II) THE** service of process of all writs, summonses, orders, petitions, subpoenas, warrants, rules to show cause, and all other legal papers;

**[2.] (III)** The care and supervision of prisoners at any of the county detention centers, hospitals, penal institutions, or other places of confinement;

**[3.] (IV)** The security of all State and county courts and the performance of such duties as may be required of them by the courts;

**[4.] (V)** The transportation of all legally detained persons;

**[5.] (VI)** The administration and enforcement of casino night permits as authorized by the governing body of the county; and

**[6.] (VII)** As of October 1, 2007, specific duties as authorized by the county governing body, including:

**[A.] 1.** Responding to domestic violence calls;

**[B.] 2.** Acting as school resource deputies in county schools; and

**[C.] 3.** Providing security for [Prince George's County] **COUNTY** public school sporting events and extracurricular activities that are held in the county, sponsored by a public school, and open to the public.

**[(ii) 1.] (2) (I)** The duties authorized in [subparagraph (i)6 of this paragraph] **PARAGRAPH (1)(VII) OF THIS SUBSECTION** shall be enumerated in a memorandum of understanding entered into by the Prince George's County Police Department and the Office of the Sheriff of Prince George's County.

**[2.] (II)** The memorandum of understanding **[may]:**

1. **MAY** be revised only by the county governing body~~].~~; **AND**

**[3.** The memorandum of understanding is]

2. **IS** in effect from the date it is signed by both parties, but not before October 1, 2007.

**[(9) (I) (1) [Neither] EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, NEITHER the Sheriff [of Prince George's County] nor any [of the Sheriff's deputies shall] DEPUTY SHERIFF MAY conduct criminal investigations[, except:].**

**(2) THE SHERIFF OR A DEPUTY SHERIFF MAY CONDUCT CRIMINAL INVESTIGATIONS:**

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

(ii) On request of the courts;

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

(iv) In investigations arising out of or incident to normally assigned duties, including those duties authorized by the county governing body under ~~[paragraph (8)(i)6 of this subsection]~~ **SUBSECTION (H)(1)(VII) OF THIS SECTION.**

**[(10) (3) When [a] THE Sheriff or [Sheriff's deputy] A DEPUTY SHERIFF has commenced an investigation under paragraph [(9)(iv)] (2)(IV) of this subsection, the Sheriff or [the Sheriff's deputy] DEPUTY SHERIFF SHALL:**

(i) ~~[Shall immediately]~~ **IMMEDIATELY** notify the appropriate law enforcement agency that has jurisdiction over the matter; and

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

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

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

In subsection (e)(2)(iii) of this section, the reference to the County Executive

“of Prince George’s County” is added for clarity.

**2-331.**

**(A) THIS SECTION APPLIES ONLY IN QUEEN ANNE’S COUNTY.**

**[(s) (1) (i)] (B) (1)** The Sheriff of Queen Anne’s County shall receive **[a] AN ANNUAL** salary set by the County Commissioners **OF QUEEN ANNE’S COUNTY** of at least \$10,000.

**[(ii) (2)]** The Sheriff shall appoint a chief deputy sheriff, or the managerial equivalent, who shall:

**[1.] (I)** Receive **[a] AN ANNUAL** salary set by the County Commissioners of at least \$4,500; and

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

**[(iii) 1.] (3) (I)** The Sheriff may appoint the number of assistant deputy sheriffs as the County Commissioners approve, at **ANNUAL** salaries set by the County Commissioners of at least \$4,200.

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

**[(iv) (4)]** The **COUNTY** Commissioners may appoint an assistant deputy sheriff, at **[a] AN ANNUAL** salary set by the County Commissioners of at least \$4,200.

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

**[(3) (D)]** The County Commissioners may include in the merit system of the county the employees of the Queen Anne’s County Sheriff’s Department.

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

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

In subsection (b) of this section, the references to “annual” salaries are added

for clarity.

In subsection (b)(1) of this section, the reference to the County Commissioners “of Queen Anne’s County” is added for clarity.

**2-332.**

**(A) THIS SECTION APPLIES ONLY IN ST. MARY’S COUNTY.**

**[(t) (1)] (B)** The [annual salary of the] Sheriff of St. Mary’s County shall [be] **RECEIVE AN ANNUAL SALARY OF:**

**[(i)] (1)** \$100,000 for [the] calendar year 2015;

**[(ii)] (2)** \$102,000 for [the] calendar year 2016;

**[(iii)] (3)** \$104,040 for [the] calendar year 2017; and

**[(iv)] (4)** Beginning in calendar year 2018, equal to the salary of a Department of State Police lieutenant colonel (step 12).

**[(2)] (C)** The Sheriff shall devote full time to the duties of office.

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

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

In subsection (b)(1), (2), and (3) of this section, the word “the” is deleted as surplusage.

**2-333.**

**(A) THIS SECTION APPLIES ONLY IN SOMERSET COUNTY.**

**[(u) (1) (i)] (B) (1)** The Sheriff of Somerset County shall receive [a] **AN ANNUAL** salary of not less than \$75,000 [and no].

**(2) THE SHERIFF MAY NOT RECEIVE AN** expense allowance.

**[(ii)] (C) (1)** [He] **THE SHERIFF** shall appoint a chief deputy who shall receive [a] **AN ANNUAL** salary of not less than \$7,500.

**[(iii)] (2)** Subject to the approval of the County Commissioners **OF**

**SOMERSET COUNTY**, the Sheriff may appoint additional deputies at the compensation set by the County Commissioners prior to any appointment.

[(iv)] **(3)** Deputy sheriffs serve under the direction of the Sheriff.

[(v)] **(4)** Deputy sheriffs are required, within 1 year after their appointment, to complete successfully the course that the Maryland Police Training and Standards Commission prescribes for police officers.

[(vi) 1.] **(5) (I)** Except as provided in [subsubparagraph 2] **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, a deputy sheriff whose position is funded by the County Commissioners [becomes]:

1. **BECOMES** a merit system employee of the Office of Sheriff of Somerset County on completion of the deputy sheriff's initial probation period; and [may]

2. **MAY** not be dismissed without cause.

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

[(vii)] **(6) (I)** The County Commissioners may appoint a jail warden as the county jailer.

**(II)** Prior to the appointment of any individual, the County Commissioners shall establish an annual rate of compensation for the county jailer.

[(2)] **(D)** The Sheriff and [his deputies] **DEPUTY SHERIFFS** may wear uniforms when performing their official duties[, and the].

**(E)** **THE** automobiles used by the Sheriff's Office shall be equipped with a two-way radio.

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

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

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

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

In subsections (b)(1) and (c)(1) of this section, the references to an “annual” salary are added for clarity.

In subsection (c)(2) of this section, the reference to the County Commissioners “of Somerset County” is added for clarity.

**2–334.**

**(A) THIS SECTION APPLIES ONLY IN TALBOT COUNTY.**

**[(v) (1) (B)]** The Sheriff of Talbot County shall receive a salary as set by the County Council **OF TALBOT COUNTY**.

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

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

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

**[(5) (F)]** The Sheriff’s Office shall be operated on a 24–hour daily basis.

**[(6) (G)]** The County Council may:

**[(i) (1)]** Require the Sheriff and deputy sheriffs to wear the uniforms and equipment prescribed by the County Council while on duty or performing an official act; and

**[(ii) 1.] (2) (I)]** Issue the required uniforms and equipment to the Sheriff and deputy sheriffs; or

**[2.] (II)]** Reimburse the Sheriff and deputy sheriffs for the purchase of uniforms and equipment.

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

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

In subsection (b) of this section, the reference to the County Council “of Talbot

County” is added for clarity.

**2-335.**

**(A) THIS SECTION APPLIES ONLY IN WASHINGTON COUNTY.**

[(w) (1) (i)] **(B)** The Sheriff of Washington County shall receive [a] AN ANNUAL salary of the greater of:

[1.] **(1)** \$100,000; or

[2.] **(2)** The salary set by the County Commissioners of Washington County under Title 28, Subtitle 2 of the Local Government Article.

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

[(iii)] **(D) (1)** The Sheriff may appoint deputy sheriffs and other personnel necessary to perform the duties of office at salary levels set by the County Commissioners in accordance with the county’s budgetary process.

(2) (i) Any deputy sheriff appointed according to this subsection [shall]:

1. **SHALL** be placed on a probationary status for the first [two] **2** years of [his] **THE DEPUTY SHERIFF’S** employment[.]; and [may]

2. **MAY** be dismissed by the Sheriff for any reason during that probationary period.

(ii) At the conclusion of continuous employment for [two] **2** years, a deputy sheriff having the rank of major or below [has]:

1. **HAS** tenure[.]; and [may]

2. **MAY** be discharged by the Sheriff only for misfeasance, malfeasance, nonfeasance, or insubordination in office.

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

**[(4) (i) (E) (1)]** The Sheriff [of Washington County] may appoint special deputy sheriffs, including members of the police force of a Washington County municipality who are:

**[1.] (I)** Selected by the chief of police of the municipality;  
and

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

**[(ii) (2)]** The appointment of special deputy sheriffs is subject to the following conditions:

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

**[A.] 1.** Performing a vehicle traffic stop resulting from the special deputy sheriff's observation that the operation of the vehicle endangered human life;

**[B.] 2.** Stabilizing a traffic situation that is endangering human life;

**[C.] 3.** Stabilizing an emergency situation that involves the potential for loss of human life, bodily injury, or damage to property;

**[D.] 4.** Responding as an initial responder or an emergency responder after being dispatched by the Washington County Emergency Communications Center to a location outside the special deputy sheriff's jurisdiction but which the Emergency Communications Center believed was in the special deputy sheriff's jurisdiction;

**[E.] 5.** Responding to an emergency under a Mutual Aid and Assistance Agreement to which a municipality and the [Washington County] Sheriff's Office are parties and which is in effect at the time of the response or under a mutual aid agreement under § 2-105 of the Criminal Procedure Article if the special deputy sheriff is in compliance with the agreement;

**[F.] 6.** Serving on a task force that is jointly operated by a municipal police department and the [Washington County] Sheriff's Office; or

**[G.] 7.** Serving on a special response team that has been activated for a response outside the special deputy sheriff's jurisdiction;

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

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

**[4.] (IV)** County liability insurance may be provided to a special deputy sheriff.

**[(iii)] (3)** Except as provided in [subparagraph (ii)]<sup>1</sup> of this paragraph] **PARAGRAPH (2)(I) OF THIS SUBSECTION**, designation as a special deputy sheriff does not authorize the special deputy sheriff to perform law enforcement duties outside the special deputy sheriff's jurisdiction.

**[(iv)] (4)** A special deputy sheriff is under the authority of the Sheriff [of Washington County] while the special deputy sheriff is performing duties as a special deputy sheriff.

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

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

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

## **2-336.**

### **(A) THIS SECTION APPLIES ONLY IN WICOMICO COUNTY.**

**[(x) (1) (i)] (B)** The Sheriff of Wicomico County shall receive [a] **AN ANNUAL** salary of the greater of:

**[1.] (1)** \$58,000 in calendar year 1998 and thereafter; or

**[2.] (2)** The salary set by the County Council of Wicomico County before the start of the term of office.

**[(ii)] (C) (1) (I)** The Sheriff shall appoint a chief deputy at a salary set by the [Wicomico] County Council, payable in equal monthly installments.

(II) The chief deputy's term of office coincides with the Sheriff's [and he] **TERM OF OFFICE**.

(III) **THE CHIEF DEPUTY** may be removed by the Sheriff at any time.

(2) The Sheriff may appoint additional deputies as [he] **THE SHERIFF** and the County Council [of Wicomico County] deem necessary, each of whom shall receive the compensation prescribed by the personnel rules and regulations of the county.

[(2)] (D) (1) The Sheriff [of Wicomico County] shall be allowed an additional amount to defray all expenses of [his] **THE** office, including necessary automobile mileage allowance at the rate of at least 6 cents per mile for automobiles used by [him and his deputies] **THE SHERIFF AND DEPUTIES** in performing their official duties.

(2) [However] **NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION**, mileage [shall] **MAY** not be allowed if automobiles are furnished to the Sheriff by the County Council.

(3) Necessary expenses for telephone and telegraph, and clerical assistants will be allowed if approved by the County Council.

[(3)] (E) (1) (I) The Sheriff shall submit properly authenticated requisitions containing a full and complete statement under oath setting forth all of the expenses for a month, including the names of all deputies and assistants, the amounts allowed to each and all other items of expense.

(II) [These sums] **THE REQUIREMENTS OF SUBPARAGRAPH (I) OF THIS PARAGRAPH** are [in lieu] **INSTEAD** of all expenses, fees and costs now or [heretofore] **PREVIOUSLY** allowed the Sheriff for expense in carrying out the duties of [his] **THE** office, including the expenses of transferring prisoners to and from penal institutions and places of confinement in the State under the sentence or order of any authority.

(2) The County Council [shall] **MAY** not pay the Sheriff additional compensation for any services [he renders] **RENDERED** in discharging [his] official duties.

(3) The County Council is not liable for any other fee or compensation to the Sheriff.

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

[(5)] (G) (1) All deputies, except the chief deputy, clerical [assistant] **ASSISTANTS**, and other employees employed **BY THE SHERIFF'S OFFICE** are subject to the "personnel provisions" of the charter of Wicomico County and subsequent rules and

regulations passed by the County Council.

**(2)** If a **CHIEF** deputy **WHO WAS A DEPUTY** subject to the personnel provisions **[is] PRIOR TO BEING** promoted to chief deputy~~], then on his removal]~~ **IS REMOVED** from the office of chief deputy for other than cause, **[he] THAT PERSON** shall revert to a deputy with the same status **[which he] THAT THE PERSON** had prior to **[his] THE PERSON'S** appointment as chief deputy.

**(3)** A chief deputy who **[is] WAS** not a deputy subject to the personnel provisions prior to **[his]** appointment as chief deputy, if removed from office for any reason, **[shall] MAY** not automatically revert to a deputy.

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

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

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

In subsection (e)(1)(ii) of this section, the reference to "[t]he requirements of subparagraph (i) of this paragraph" is substituted for the former reference to "[t]hese sums" for clarity.

In subsection (g)(1) of this section, the reference to employees employed "by the Sheriff's Office" is added for clarity.

In subsection (g)(2) of this section, the reference to "a chief deputy who was a deputy subject to the personnel provisions prior to being promoted to chief deputy" is substituted for the former reference to "a deputy subject to the personnel provisions [who] is promoted to chief deputy" for clarity and consistency within this part.

## **2-337.**

### **(A) THIS SECTION APPLIES ONLY IN WORCESTER COUNTY.**

**[(y)] (B)** (1) **[(i)]** The Sheriff of Worcester County shall receive an annual salary as set by the County Commissioners **OF WORCESTER COUNTY** of at least \$85,000.

**[(ii)] (2)** The Sheriff shall appoint at least one chief deputy sheriff and as many deputy sheriffs and other personnel as are necessary to perform the duties of the office and are provided for in the county budget.

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

**[(3) (i)] (D) (1)** The chief deputy sheriff shall serve at the pleasure of the Sheriff.

**[(ii)] (2)** If a chief deputy sheriff who was a Worcester County deputy sheriff prior to being appointed as chief deputy is removed from the office of chief deputy for other than cause, that person shall revert to a deputy sheriff with the same status that the person had prior to the person's appointment as chief deputy.

**[(iii)] (3)** If a chief deputy sheriff who was not a Worcester County deputy sheriff prior to being appointed as chief deputy is removed from the office of chief deputy for any reason, that person may not automatically revert to a deputy sheriff after being removed as chief deputy.

**[(4) (i)] (E) (1)** Except as provided in this [subsection] **SECTION**, the personnel rules and regulations of [Worcester County] **THE COUNTY** as adopted by the County Commissioners shall apply to all employees of the [Sheriff of Worcester County] **SHERIFF'S OFFICE** other than the chief deputy sheriff, including deputy sheriffs, clerks, typists, animal control officers, and other necessary personnel.

**[(ii)] (2)** The appointment, disciplinary, and managerial functions of the County Commissioners as provided for in the personnel rules and regulations of [Worcester County] **THE COUNTY** shall be performed by the Sheriff in the case of all employees of the Sheriff's Office.

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

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

**[(7)] (H) (1)** When a new Sheriff takes office, or at the beginning of a new term of office of a Sheriff, all deputies other than the chief deputy and all other employees in good standing shall remain in their positions and shall be considered reappointed or redeputized, subject to the provisions of this [subsection] **SECTION** and to the extent required.

**(2)** A Sheriff may not refuse to reappoint and redeputize a deputy sheriff

without cause.

**[(8)] (I)** At the request of the Sheriff, the County Commissioners may provide in-kind support to the Sheriff relating to personnel matters.

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

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

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

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

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

#### GENERAL REVISOR'S NOTE TO PART

Throughout this part, specific references are substituted for former references to "he", "him", and "his", because SG § 2-1238 requires the use of words that are neutral as to gender to the extent practicable.

**SECTION 3. AND BE IT FURTHER ENACTED,** That it is the intention of the General Assembly that, except as expressly provided in this Act, this Act shall be construed as a nonsubstantive revision, and may not otherwise be construed to render any substantive change in the law of the State.

**SECTION 4. AND BE IT FURTHER ENACTED,** That the Revisor's Notes contained in this Act are not law and may not be considered to have been enacted as part of this Act.

**SECTION 5. AND BE IT FURTHER ENACTED,** That the publisher of the Annotated Code of Maryland, in consultation with and subject to the approval of the Department of Legislative Services, shall correct, with no further action required by the General Assembly, cross-references and terminology rendered incorrect by this Act or by any other Act of the General Assembly of 2019 that affects provisions enacted by this Act. The publisher shall adequately describe any correction that is made in an editor's note following the section affected.

**SECTION 6. AND BE IT FURTHER ENACTED,** That this Act shall take effect

October 1, 2019.

**Approved by the Governor, April 18, 2019.**