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**By: Prince George's County Delegation**

Introduced and read first time: January 27, 1997

Assigned to: Appropriations

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A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County Sheriff's Office - Collective Bargaining**

3 **PG 318-97**

4 FOR the purpose of altering collective bargaining provisions affecting certain employees  
5 of the Prince George's County Sheriff's office to expand the matters subject to  
6 collective bargaining; providing for the participation of the County Executive and  
7 Sheriff in the collective bargaining process; and generally relating to the collective  
8 bargaining process for employees in the Prince George's County Sheriff's office.

9 BY repealing and reenacting, without amendments,  
10 Article - Courts and Judicial Proceedings  
11 Section 2-309(r)(1) through (3), (5), and (6)  
12 Annotated Code of Maryland  
13 (1995 Replacement Volume and 1996 Supplement)

14 BY repealing and reenacting, with amendments,  
15 Article - Courts and Judicial Proceedings  
16 Section 2-309(r)(4) and (7)  
17 Annotated Code of Maryland  
18 (1995 Replacement Volume and 1996 Supplement)

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

21 **Article - Courts and Judicial Proceedings**

22 2-309.

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

24 (i) Receive an annual salary of \$83,000;

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

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1 (iii) Receive not more than \$2,500 per year for expenses incurred in  
2 performing the duties of Sheriff, including training and education, an accounting of which  
3 shall be submitted to the County Director of Finance for approval.

4 (2) (i) The Sheriff of Prince George's County shall be provided with 4  
5 full-time assistant sheriffs, and all assistant sheriffs shall be selected and appointed by the  
6 Sheriff and serve at the Sheriff's pleasure. One of the assistant sheriffs shall be appointed  
7 as the chief assistant sheriff. The assistant sheriffs shall be considered line officers, if so  
8 designated by the Sheriff.

9 (ii) Each assistant sheriff shall:

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

14 2. Be provided with an expense allowance of not more than  
15 \$1,500 annually, an accounting of which shall be submitted to the County Director of  
16 Finance for approval.

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

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

21 (v) The chief assistant sheriff shall receive an annual salary of \$59,000.

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

26 (vii) 1. Except as provided in sub-subparagraph 2 of this  
27 subparagraph, the Sheriff, chief assistant sheriff, and assistant sheriffs shall receive each  
28 benefit, other than salary increases, that is negotiated for the deputy sheriffs by the  
29 Deputy Sheriffs' Association and granted to the management team of the Prince George's  
30 County Sheriff's office.

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

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

40 (4) All full-time civilian employees shall be subject to the county personnel  
41 law. Civilian employees shall have the right to organize and bargain collectively. Civilian

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1 employees shall be subject to the Prince George's County labor code with regard to  
2 collective bargaining for compensation [and], INCLUDING PENSION AND fringe  
3 benefits, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT. The County  
4 Executive shall be considered the employer of the civilian employees ONLY for the  
5 purpose of collective bargaining [only] FOR COMPENSATION, INCLUDING PENSION  
6 AND FRINGE BENEFITS, AND HOURS. THE SHERIFF SHALL BE CONSIDERED THE  
7 EMPLOYER FOR PURPOSES OF COLLECTIVE BARGAINING FOR OTHER TERMS AND  
8 CONDITIONS OF EMPLOYMENT. HOWEVER, ANY REQUIRED FUNDING FOR A  
9 COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BY THE SHERIFF SHALL BE  
10 SUBJECT TO THE APPROVAL OF THE COUNTY EXECUTIVE.

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

21 (6) (i) With the exception of the assistant sheriffs, all commissioned  
22 full-time employees, including deputy sheriffs of all ranks, that are provided for by the  
23 Sheriff in the budget of the county, shall be subject to the county personnel law.

24 (ii) The assistant sheriffs shall receive an annual salary of \$58,000.

25 (7) All nonprobationary commissioned full-time employees, including  
26 deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of Rights.  
27 They are also subject to the labor code of the county with regard to collective bargaining  
28 for compensation, including pension and other fringe benefits, HOURS, AND TERMS AND  
29 CONDITIONS OF EMPLOYMENT. The County Executive shall be considered the  
30 "employer" of the deputy sheriffs ONLY for the purpose of collective bargaining [only]  
31 FOR COMPENSATION, INCLUDING PENSION AND FRINGE BENEFITS, AND HOURS. THE  
32 SHERIFF SHALL BE CONSIDERED THE EMPLOYER FOR PURPOSES OF COLLECTIVE  
33 BARGAINING FOR OTHER TERMS AND CONDITIONS OF EMPLOYMENT. HOWEVER,  
34 ANY REQUIRED FUNDING FOR A COLLECTIVE BARGAINING AGREEMENT  
35 NEGOTIATED BY THE SHERIFF SHALL BE SUBJECT TO THE APPROVAL OF THE  
36 COUNTY EXECUTIVE.

37 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
38 July 1, 1997.