
By: Prince George's County Delegation

Introduced and read first time: January 27, 1997

Assigned to: Appropriations

Committee Report: Favorable

House action: Adopted

Read second time: March 14, 1997

CHAPTER ____

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:

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1 **Article - Courts and Judicial Proceedings**

2 2-309.

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

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

5 (ii) Be provided with an automobile during the term as Sheriff for the
6 use and work of the Sheriff's office, with adequate maintenance and insurance for the
7 automobile to be at the cost of the county; and8 (iii) Receive not more than \$2,500 per year for expenses incurred in
9 performing the duties of Sheriff, including training and education, an accounting of which
10 shall be submitted to the County Director of Finance for approval.11 (2) (i) The Sheriff of Prince George's County shall be provided with 4
12 full-time assistant sheriffs, and all assistant sheriffs shall be selected and appointed by the
13 Sheriff and serve at the Sheriff's pleasure. One of the assistant sheriffs shall be appointed
14 as the chief assistant sheriff. The assistant sheriffs shall be considered line officers, if so
15 designated by the Sheriff.

16 (ii) Each assistant sheriff shall:

17 1. Be provided with an automobile for so long as they shall
18 remain appointed assistant sheriff, for the use and work of the office of Sheriff, with
19 adequate maintenance and insurance of the automobile to be at the expense of the
20 county; and21 2. Be provided with an expense allowance of not more than
22 \$1,500 annually, an accounting of which shall be submitted to the County Director of
23 Finance for approval.24 (iii) Each assistant sheriff may participate in the supplemental
25 retirement program provided to deputy sheriffs by the county.26 (iv) The assistant sheriffs shall devote their full time and attention to
27 the office of Sheriff.

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

29 (vi) The Sheriff and the assistant sheriffs shall be provided with an
30 annual clothing allowance equal to that which is provided to deputy sheriffs of all ranks
31 for the procurement, care, and upkeep of clothing and leather goods, and administered
32 for that purpose.33 (vii) 1. Except as provided in sub-subparagraph 2 of this
34 subparagraph, the Sheriff, chief assistant sheriff, and assistant sheriffs shall receive each
35 benefit, other than salary increases, that is negotiated for the deputy sheriffs by the
36 Deputy Sheriffs' Association and granted to the management team of the Prince George's
37 County Sheriff's office.

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

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

10 (4) All full-time civilian employees shall be subject to the county personnel
11 law. Civilian employees shall have the right to organize and bargain collectively. Civilian
12 employees shall be subject to the Prince George's County labor code with regard to
13 collective bargaining for compensation [and], INCLUDING PENSION AND fringe
14 benefits, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT. The County
15 Executive shall be considered the employer of the civilian employees ONLY for the
16 purpose of collective bargaining [only] FOR COMPENSATION, INCLUDING PENSION
17 AND FRINGE BENEFITS, AND HOURS. THE SHERIFF SHALL BE CONSIDERED THE
18 EMPLOYER FOR PURPOSES OF COLLECTIVE BARGAINING FOR OTHER TERMS AND
19 CONDITIONS OF EMPLOYMENT. HOWEVER, ANY REQUIRED FUNDING FOR A
20 COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BY THE SHERIFF SHALL BE
21 SUBJECT TO THE APPROVAL OF THE COUNTY EXECUTIVE.

22 (5) With the exception of the assistant sheriffs, all full-time deputy sheriffs
23 of all ranks, provided for the Sheriff in the budget of the county, upon commencement of
24 any position in the Sheriff's department may be required by the Sheriff to serve a
25 probationary period of 12 months. The probationary period may be extended by the
26 Sheriff for reasonable cause. During the probationary period, the determination of the
27 employee's qualifications and ability to serve in the position of a permanent,
28 nonprobationary employee shall be within the exclusive discretion of the Sheriff. All
29 probationary commissioned deputy sheriffs shall be required to complete the minimum
30 number of hours as mandated to other law enforcement agencies, as set by the Maryland
31 Police Training Commission.

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

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

36 (7) All nonprobationary commissioned full-time employees, including
37 deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of Rights.
38 They are also subject to the labor code of the county with regard to collective bargaining
39 for compensation, including pension and other fringe benefits, HOURS, AND TERMS AND
40 CONDITIONS OF EMPLOYMENT. The County Executive shall be considered the
41 "employer" of the deputy sheriffs ONLY for the purpose of collective bargaining [only]
42 FOR COMPENSATION, INCLUDING PENSION AND FRINGE BENEFITS, AND HOURS. THE
43 SHERIFF SHALL BE CONSIDERED THE EMPLOYER FOR PURPOSES OF COLLECTIVE
44 BARGAINING FOR OTHER TERMS AND CONDITIONS OF EMPLOYMENT. HOWEVER,
45 ANY REQUIRED FUNDING FOR A COLLECTIVE BARGAINING AGREEMENT

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1 NEGOTIATED BY THE SHERIFF SHALL BE SUBJECT TO THE APPROVAL OF THE
2 COUNTY EXECUTIVE.

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