

# SENATE BILL 726

D2, K3

0lr2608  
CF HB 916

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By: **Cecil County Senators**

Introduced and read first time: February 10, 2010

Assigned to: Finance

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 25, 2010

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## CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Cecil County – Collective Bargaining – Representation of Deputy Sheriffs**  
3 ~~**– Arbitration – Referendum**~~

4 FOR the purpose of authorizing the representatives of certain full-time sworn law  
5 enforcement deputy sheriffs in the Cecil County Sheriff's Office and the County  
6 Commissioners of Cecil County to bargain collectively with the Sheriff and the  
7 County Commissioners on certain issues; authorizing certain sworn law  
8 enforcement deputy sheriffs to take or refrain from taking certain actions in  
9 connection with certain labor organizations with regard to certain collective  
10 bargaining activities; providing for the procedures for certifying a labor  
11 organization as a certified labor organization for certain collective bargaining  
12 negotiations; requiring the certified labor organization, the Sheriff, and the  
13 County Commissioners to follow certain procedures for collective bargaining;  
14 providing for certain means to resolve a dispute if the certified labor  
15 organization and the Sheriff and the County Commissioners are unable to  
16 negotiate a certain agreement; requiring a collective bargaining agreement to  
17 contain certain matters; providing for certain rights and responsibilities of the  
18 Sheriff that are not impaired by the provisions of this Act; requiring that any  
19 additional funding required as a result of a certain agreement be subject to  
20 approval by the County Commissioners; providing a certain cost-sharing cap for  
21 certain costs associated with this Act; providing for the construction of this Act;  
22 ~~submitting this Act to a referendum of the legally qualified voters of Cecil~~  
23 ~~County;~~ and generally relating to collective bargaining of deputy sheriffs in  
24 Cecil County.

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### EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 BY adding to  
 2 Article – Courts and Judicial Proceedings  
 3 Section 2-309(i)(4)  
 4 Annotated Code of Maryland  
 5 (2006 Replacement Volume and 2009 Supplement)

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

8 ~~Article – Courts and Judicial Proceedings~~

9 ~~2-309.~~

10 ~~(i) (4) (i) THIS PARAGRAPH APPLIES ONLY TO ALL FULL-TIME~~  
 11 ~~SWORN LAW ENFORCEMENT DEPUTY SHERIFFS IN THE OFFICE OF THE SHERIFF~~  
 12 ~~OF CECIL COUNTY AT THE RANK OF FIRST SERGEANT AND BELOW.~~

13 ~~(ii) A FULL-TIME SWORN LAW ENFORCEMENT DEPUTY~~  
 14 ~~SHERIFF AT THE RANK OF FIRST SERGEANT AND BELOW MAY:~~

15 ~~1. TAKE PART IN OR REFRAIN FROM TAKING PART IN~~  
 16 ~~FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR~~  
 17 ~~ORGANIZATION OR ITS LAWFUL ACTIVITIES;~~

18 ~~2. SELECT A LABOR ORGANIZATION AS THE~~  
 19 ~~EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS~~  
 20 ~~PARAGRAPH;~~

21 ~~3. ENGAGE IN COLLECTIVE BARGAINING WITH THE~~  
 22 ~~SHERIFF AND THE COUNTY COMMISSIONERS OF CECIL COUNTY, OR THE~~  
 23 ~~DESIGNEE OF THE SHERIFF AND THE COUNTY COMMISSIONERS, CONCERNING~~  
 24 ~~WAGES, BENEFITS, AND ANY WORKING CONDITIONS THAT ARE NOT INCLUDED IN~~  
 25 ~~SUBPARAGRAPH (V)4A OF THIS PARAGRAPH THROUGH A LABOR ORGANIZATION~~  
 26 ~~CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS~~  
 27 ~~SUBJECT TO THIS PARAGRAPH;~~

28 ~~4. SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH,~~  
 29 ~~ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE~~  
 30 ~~EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS~~  
 31 ~~PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER WORKING~~  
 32 ~~CONDITIONS OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, TO THE~~  
 33 ~~EXTENT THAT THE AGREEMENT DOES NOT IMPAIR THE RIGHTS OF THE SHERIFF~~  
 34 ~~SET FORTH IN SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND~~

1                   ~~5. DECERTIFY A LABOR ORGANIZATION AS THE~~  
2 ~~EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS~~  
3 ~~PARAGRAPH.~~

4                   ~~(III) 1. A LABOR ORGANIZATION SEEKING~~  
5 ~~CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION~~  
6 ~~TO THE SHERIFF AND THE COUNTY COMMISSIONERS THAT IS SIGNED BY MORE~~  
7 ~~THAN 50% OF THE SWORN LAW ENFORCEMENT DEPUTY SHERIFFS AT THE RANK~~  
8 ~~OF FIRST SERGEANT AND BELOW INDICATING THE DESIRE OF THE DEPUTY~~  
9 ~~SHERIFFS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY~~  
10 ~~THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.~~

11                   ~~2. IF THE SHERIFF AND THE COUNTY~~  
12 ~~COMMISSIONERS DO NOT CHALLENGE THE VALIDITY OF THE PETITION WITHIN~~  
13 ~~20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE LABOR~~  
14 ~~ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE EXCLUSIVE~~  
15 ~~REPRESENTATIVE.~~

16                   ~~3. IF THE SHERIFF OR THE COUNTY~~  
17 ~~COMMISSIONERS CHALLENGE THE VALIDITY OF THE PETITION, THE AMERICAN~~  
18 ~~ARBITRATION ASSOCIATION SHALL APPOINT A NEUTRAL THIRD PARTY TO~~  
19 ~~CONDUCT AN ELECTION AND TO CERTIFY WHETHER THE LABOR ORGANIZATION~~  
20 ~~HAS BEEN SELECTED AS THE EXCLUSIVE REPRESENTATIVE BY A MAJORITY OF~~  
21 ~~THE VOTES CAST IN THE ELECTION.~~

22                   ~~4. THE COSTS ASSOCIATED WITH THE APPOINTMENT~~  
23 ~~OF A NEUTRAL THIRD PARTY SHALL BE SHARED EQUALLY BY THE PARTIES.~~

24                   ~~5. A LABOR ORGANIZATION SHALL BE DEEMED~~  
25 ~~DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY~~  
26 ~~COMMISSIONERS THAT IS SIGNED BY MORE THAN 50% OF THE FULL TIME~~  
27 ~~SWORN LAW ENFORCEMENT DEPUTY SHERIFFS AT THE RANK OF FIRST~~  
28 ~~SERGEANT AND BELOW INDICATING THE DESIRE OF THE DEPUTY SHERIFFS TO~~  
29 ~~DECERTIFY THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE~~  
30 ~~OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH.~~

31                   ~~(IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE~~  
32 ~~REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH,~~  
33 ~~THE CERTIFIED LABOR ORGANIZATION AND THE SHERIFF AND THE COUNTY~~  
34 ~~COMMISSIONERS SHALL MEET AT REASONABLE TIMES AND ENGAGE IN~~  
35 ~~COLLECTIVE BARGAINING IN GOOD FAITH.~~

36                   ~~2. THE CERTIFIED LABOR ORGANIZATION, THE~~  
37 ~~SHERIFF, AND THE COUNTY COMMISSIONERS SHALL MAKE EVERY REASONABLE~~

~~1 EFFORT TO CONCLUDE NEGOTIATIONS ON OR BEFORE FEBRUARY 15 OF THE  
2 YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO  
3 ALLOW FOR INCLUSION BY THE SHERIFF OF MATTERS AGREED ON IN ITS  
4 BUDGET REQUEST TO THE COUNTY COMMISSIONERS.~~

~~5 3. A. IF THE CERTIFIED LABOR ORGANIZATION  
6 AND THE SHERIFF AND THE COUNTY COMMISSIONERS ARE UNABLE TO REACH  
7 AN AGREEMENT BEFORE THE DATE SET FORTH IN SUBSUBPARAGRAPH 2 OF  
8 THIS SUBPARAGRAPH, EITHER THE CERTIFIED LABOR ORGANIZATION OR THE  
9 SHERIFF AND THE COUNTY COMMISSIONERS MAY SEEK NONBINDING  
10 MEDIATION THROUGH THE FEDERAL MEDIATION AND CONCILIATION SERVICE.~~

~~11 B. A PARTY SEEKING NONBINDING MEDIATION  
12 UNDER SUBSUBSUBPARAGRAPH A OF THIS SUBSUBPARAGRAPH SHALL GIVE  
13 WRITTEN NOTICE TO THE OTHER PARTY AND TO THE FEDERAL MEDIATION AND  
14 CONCILIATION SERVICE AT LEAST 15 DAYS PRIOR TO THE START OF THE FIRST  
15 MEDIATION MEETING.~~

~~16 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR  
17 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.~~

~~18 D. THE CERTIFIED LABOR ORGANIZATION, THE  
19 SHERIFF, AND THE COUNTY COMMISSIONERS SHALL ENGAGE IN NONBINDING  
20 MEDIATION FOR AT LEAST 30 DAYS UNLESS THEY MUTUALLY AGREE IN WRITING  
21 TO TERMINATION OR EXTENSION OF THE MEDIATION OR REACH AN  
22 AGREEMENT.~~

~~23 E. THE CONTENTS OF THE MEDIATION  
24 PROCEEDINGS MAY NOT BE DISCLOSED BY ANY OF THE PARTIES OR THE  
25 MEDIATOR.~~

~~26 4. A. IF THE CERTIFIED LABOR ORGANIZATION,  
27 THE SHERIFF, AND THE COUNTY COMMISSIONERS ARE UNABLE TO REACH AN  
28 AGREEMENT THROUGH MEDIATION UNDER SUBSUBPARAGRAPH 3 OF THIS  
29 SUBPARAGRAPH, ANY OF THE PARTIES MAY DEMAND AN ARBITRATOR.~~

~~30 B. THE ARBITRATOR SHALL BE SELECTED FROM A  
31 PANEL OF SEVEN ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL  
32 ACADEMY OF ARBITRATORS.~~

~~33 C. THE PARTIES SHALL SELECT AN ARBITRATOR BY  
34 ALTERNATIVE STRIKES FROM THE PANEL.~~

1 ~~D. THE ARBITRATOR SELECTED MAY SCHEDULE A~~  
2 ~~HEARING, ISSUE SUBPOENAS TO COMPEL THE TESTIMONY OF WITNESSES AND~~  
3 ~~THE PRODUCTION OF DOCUMENTS, ADMINISTER OATHS, AND DECLARE THE~~  
4 ~~RECORD CLOSED.~~

5 ~~E. THE ARBITRATOR SELECTED SHALL RECEIVE AND~~  
6 ~~ENTER INTO THE RECORD THE FINAL OFFERS OF THE CERTIFIED LABOR~~  
7 ~~ORGANIZATION AND THE SHERIFF AND THE COUNTY COMMISSIONERS.~~

8 ~~F. THE ARBITRATOR MAY RECEIVE AND CONSIDER~~  
9 ~~EVIDENCE REGARDING HOURS, WAGES, AND BENEFITS OF SIMILAR SWORN LAW~~  
10 ~~ENFORCEMENT EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS,~~  
11 ~~THE COST OF LIVING IN CECIL COUNTY, THE CONDITION OF CECIL COUNTY'S~~  
12 ~~GENERAL OPERATING FUND AND CECIL COUNTY'S ABILITY TO FUND THE FINAL~~  
13 ~~PROPOSED OFFERS, THE NATURE OF THE WORK PERFORMED BY EMPLOYEES~~  
14 ~~REPRESENTED BY THE CERTIFIED LABOR ORGANIZATION, AND OTHER~~  
15 ~~INFORMATION THAT THE ARBITRATOR CONSIDERS NECESSARY TO WEIGH~~  
16 ~~FULLY THE FINAL PROPOSED OFFERS OF THE CERTIFIED LABOR ORGANIZATION~~  
17 ~~AND THE SHERIFF AND THE COUNTY COMMISSIONERS.~~

18 ~~G. UNLESS THE PARTIES MUTUALLY AGREE TO AN~~  
19 ~~EXTENSION, THE ARBITRATOR SHALL ISSUE A FINAL REPORT TO THE SHERIFF~~  
20 ~~AND THE COUNTY COMMISSIONERS WITHIN 30 DAYS AFTER THE RECORD IS~~  
21 ~~CLOSED.~~

22 ~~H. THE WRITTEN DECISION OF THE ARBITRATOR IS~~  
23 ~~BINDING ON THE SHERIFF AND THE COUNTY COMMISSIONERS.~~

24 ~~I. THE COSTS OF ARBITRATION SHALL BE SHARED~~  
25 ~~EQUALLY BY THE PARTIES.~~

26 ~~(v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL~~  
27 ~~CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE~~  
28 ~~BARGAINING PROCESS.~~

29 ~~2. A COLLECTIVE BARGAINING AGREEMENT MAY~~  
30 ~~CONTAIN A GRIEVANCE PROCEDURE PROVIDING FOR BINDING ARBITRATION OF~~  
31 ~~GRIEVANCES IN REFERENCE TO A LABOR CONTRACT, INCLUDING GRIEVANCES~~  
32 ~~RELATED TO INTERPRETATION OR BREACH OF CONTRACT.~~

33 ~~3. A COLLECTIVE BARGAINING AGREEMENT~~  
34 ~~REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND~~  
35 ~~SIGNED BY THE CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN~~  
36 ~~THE COLLECTIVE BARGAINING NEGOTIATIONS.~~

1                   4.   ~~EXCEPT AS PROVIDED IN THE CODE AND~~  
2 ~~REGULATIONS OF CECIL COUNTY, THE PROVISIONS OF THIS SUBPARAGRAPH~~  
3 ~~AND ANY AGREEMENT MADE UNDER IT MAY NOT IMPAIR THE RIGHT AND THE~~  
4 ~~RESPONSIBILITY OF THE SHERIFF TO:~~

5                   A.   ~~DETERMINE THE MISSION, BUDGET,~~  
6 ~~ORGANIZATION, NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF DEPUTY~~  
7 ~~SHERIFFS ASSIGNED, THE SERVICES TO BE RENDERED, OPERATIONS TO BE~~  
8 ~~PERFORMED, AND THE TECHNOLOGY TO BE USED;~~

9                   B.   ~~SET THE STANDARDS OF SERVICE AND EXERCISE~~  
10 ~~CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK~~  
11 ~~SHIFTS AND THE NUMBER OF DEPUTY SHERIFFS ON EACH SHIFT;~~

12                  C.   ~~ASSIGN AND RETAIN DEPUTY SHERIFFS IN~~  
13 ~~POSITIONS WITHIN THE OFFICE;~~

14                  D.   ~~DETERMINE AND SET WORK PROJECTS, TOURS OF~~  
15 ~~DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, AND PERSONNEL BY~~  
16 ~~WHICH OPERATIONS ARE CONDUCTED;~~

17                  E.   ~~DETERMINE AND SET TECHNOLOGY NEEDS,~~  
18 ~~INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF~~  
19 ~~FACILITIES;~~

20                  F.   ~~MAINTAIN AND IMPROVE THE EFFICIENCY AND~~  
21 ~~EFFECTIVENESS OF OPERATIONS;~~

22                  G.   ~~HIRE, DIRECT, SUPERVISE, PROMOTE, DEMOTE,~~  
23 ~~DISCIPLINE, ASSIGN, AND WITH REASONABLE CAUSE DISCHARGE FULL TIME~~  
24 ~~SWORN LAW ENFORCEMENT DEPUTY SHERIFFS, WITH THE EXCEPTION THAT~~  
25 ~~THE PROMOTIONAL PROCESS FOR DEPUTY SHERIFFS UP TO THE RANK OF FIRST~~  
26 ~~SERGEANT AND THE NUMBER AND COMPOSITION OF TRIAL BOARDS FOR THE~~  
27 ~~DISCIPLINE PROCESS FOR DEPUTY SHERIFFS AT THE RANK OF FIRST~~  
28 ~~SERGEANT AND BELOW ARE SUBJECT TO COLLECTIVE BARGAINING;~~

29                  H.   ~~DETERMINE AND SET THE QUALIFICATIONS OF~~  
30 ~~DEPUTY SHERIFFS FOR APPOINTMENT AND PROMOTIONS; AND~~

31                  I.   ~~DETERMINE AND SET THE STANDARDS OF~~  
32 ~~CONDUCT, AND WITH CONSULTATION AND INPUT FROM THE CERTIFIED LABOR~~  
33 ~~ORGANIZATION, ADOPT RULES, ORDERS, POLICIES, REGULATIONS, AND~~  
34 ~~PROCEDURES ON MUTUALLY AGREED ON SUBJECTS.~~

1 ~~5. A COLLECTIVE BARGAINING AGREEMENT IS NOT~~  
 2 ~~EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE~~  
 3 ~~DEPUTY SHERIFFS IN THE BARGAINING UNIT AND APPROVED BY THE SHERIFF~~  
 4 ~~AND THE COUNTY COMMISSIONERS.~~

5 ~~(VI) 1. THE COSTS PAID BY THE COUNTY~~  
 6 ~~COMMISSIONERS UNDER SUBPARAGRAPHS (III)4, (IV)3C, AND (IV)4I MAY NOT~~  
 7 ~~EXCEED \$15,000 IN TOTAL FOR FISCAL YEAR 2010.~~

8 ~~2. A. THE COUNTY COMMISSIONERS AND~~  
 9 ~~CERTIFIED LABOR ORGANIZATION SHALL NEGOTIATE A COST SHARING CAP FOR~~  
 10 ~~FISCAL YEAR 2011 AND EACH SUBSEQUENT FISCAL YEAR.~~

11 ~~B. IF THE COUNTY COMMISSIONERS AND CERTIFIED~~  
 12 ~~LABOR ORGANIZATION ARE UNABLE TO REACH AN AGREEMENT BY DECEMBER 1~~  
 13 ~~OF THE PRIOR FISCAL YEAR, THE COST SHARING CAP SHALL INCREASE BY A~~  
 14 ~~PERCENTAGE EQUAL TO THE ANNUAL PERCENTAGE INCREASE IN~~  
 15 ~~COMPENSATION COSTS FOR CIVILIAN WORKERS FOR THE PRIOR CALENDAR~~  
 16 ~~YEAR, AS MEASURED BY THE EMPLOYMENT COST INDEX AS PUBLISHED BY THE~~  
 17 ~~BUREAU OF LABOR STATISTICS OF THE U.S. DEPARTMENT OF LABOR.~~

18 ~~(VII) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:~~

19 ~~1. AUTHORIZE OR OTHERWISE ALLOW A DEPUTY~~  
 20 ~~SHERIFF TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE~~  
 21 ~~PERSONNEL AND PENSIONS ARTICLE; AND~~

22 ~~2. AUTHORIZE THE COLLECTION OF MANDATORY~~  
 23 ~~MEMBERSHIP FEES FROM NONMEMBERS OF THE EMPLOYEE ORGANIZATION.~~

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

26 Article – Courts and Judicial Proceedings

27 2-309.

28 (i) (4) (I) THIS PARAGRAPH APPLIES ONLY TO ALL FULL-TIME  
 29 SWORN LAW ENFORCEMENT DEPUTY SHERIFFS IN THE OFFICE OF THE SHERIFF  
 30 OF CECIL COUNTY AT THE RANK OF FIRST SERGEANT AND BELOW.

31 (II) A FULL-TIME SWORN LAW ENFORCEMENT DEPUTY  
 32 SHERIFF AT THE RANK OF FIRST SERGEANT AND BELOW MAY:

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

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

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

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

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

24                         (III) 1.     **A LABOR ORGANIZATION SEEKING**  
25 **CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION**  
26 **TO THE SHERIFF AND THE COUNTY COMMISSIONERS THAT IS SIGNED BY MORE**  
27 **THAN 50% OF THE SWORN LAW ENFORCEMENT DEPUTY SHERIFFS AT THE RANK**  
28 **OF FIRST SERGEANT AND BELOW INDICATING THE DESIRE OF THE DEPUTY**  
29 **SHERIFFS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY**  
30 **THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.**

31                         2.     **IF THE SHERIFF AND THE COUNTY**  
32 **COMMISSIONERS DO NOT CHALLENGE THE VALIDITY OF THE PETITION WITHIN**  
33 **20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE LABOR**  
34 **ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE EXCLUSIVE**  
35 **REPRESENTATIVE.**

36                         3.     **IF THE SHERIFF OR THE COUNTY**  
37 **COMMISSIONERS CHALLENGE THE VALIDITY OF THE PETITION, THE AMERICAN**



1 ARBITRATION ASSOCIATION SHALL APPOINT A NEUTRAL THIRD PARTY TO  
2 CONDUCT AN ELECTION AND TO CERTIFY WHETHER THE LABOR ORGANIZATION  
3 HAS BEEN SELECTED AS THE EXCLUSIVE REPRESENTATIVE BY A MAJORITY OF  
4 THE VOTES CAST IN THE ELECTION.

5 4. THE COSTS ASSOCIATED WITH THE APPOINTMENT  
6 OF A NEUTRAL THIRD PARTY SHALL BE SHARED EQUALLY BY THE PARTIES.

7 5. A LABOR ORGANIZATION SHALL BE DEEMED  
8 DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY  
9 COMMISSIONERS THAT IS SIGNED BY MORE THAN 50% OF THE FULL-TIME  
10 SWORN LAW ENFORCEMENT DEPUTY SHERIFFS AT THE RANK OF FIRST  
11 SERGEANT AND BELOW INDICATING THE DESIRE OF THE DEPUTY SHERIFFS TO  
12 DECERTIFY THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE  
13 OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH.

14 (IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE  
15 REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH,  
16 THE CERTIFIED LABOR ORGANIZATION AND THE SHERIFF AND THE COUNTY  
17 COMMISSIONERS SHALL MEET AT REASONABLE TIMES AND ENGAGE IN  
18 COLLECTIVE BARGAINING IN GOOD FAITH.

19 2. THE CERTIFIED LABOR ORGANIZATION, THE  
20 SHERIFF, AND THE COUNTY COMMISSIONERS SHALL MAKE EVERY REASONABLE  
21 EFFORT TO CONCLUDE NEGOTIATIONS ON OR BEFORE FEBRUARY 15 OF THE  
22 YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO  
23 ALLOW FOR INCLUSION BY THE SHERIFF OF MATTERS AGREED UPON IN ITS  
24 BUDGET REQUEST TO THE COUNTY COMMISSIONERS.

25 3. A. IF THE CERTIFIED LABOR ORGANIZATION  
26 AND THE SHERIFF AND THE COUNTY COMMISSIONERS ARE UNABLE TO REACH  
27 AN AGREEMENT BEFORE THE DATE SET FORTH IN SUBSUBPARAGRAPH 2 OF  
28 THIS SUBPARAGRAPH, EITHER THE CERTIFIED LABOR ORGANIZATION OR THE  
29 SHERIFF AND THE COUNTY COMMISSIONERS MAY SEEK NONBINDING  
30 MEDIATION THROUGH THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

31 B. A PARTY SEEKING NONBINDING MEDIATION  
32 UNDER SUBSUBSUBPARAGRAPH A OF THIS SUBSUBPARAGRAPH SHALL GIVE  
33 WRITTEN NOTICE TO THE OTHER PARTY AND TO THE FEDERAL MEDIATION AND  
34 CONCILIATION SERVICE AT LEAST 15 DAYS PRIOR TO THE START OF THE FIRST  
35 MEDIATION MEETING.

36 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR  
37 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.

1                   **D. THE CERTIFIED LABOR ORGANIZATION, THE**  
2 **SHERIFF, AND THE COUNTY COMMISSIONERS SHALL ENGAGE IN NONBINDING**  
3 **MEDIATION FOR AT LEAST 30 DAYS UNLESS THEY MUTUALLY AGREE IN WRITING**  
4 **TO TERMINATION OR EXTENSION OF THE MEDIATION OR REACH AN**  
5 **AGREEMENT.**

6                   **E. THE CONTENTS OF THE MEDIATION**  
7 **PROCEEDINGS MAY NOT BE DISCLOSED BY ANY OF THE PARTIES OR THE**  
8 **MEDIATOR.**

9                   **4. A. IF THE CERTIFIED LABOR ORGANIZATION,**  
10 **THE SHERIFF, AND THE COUNTY COMMISSIONERS ARE UNABLE TO REACH AN**  
11 **AGREEMENT THROUGH MEDIATION UNDER SUBSUBPARAGRAPH 3 OF THIS**  
12 **SUBPARAGRAPH, ANY OF THE PARTIES MAY DEMAND AN ARBITRATOR.**

13                   **B. THE ARBITRATOR SHALL BE SELECTED FROM A**  
14 **PANEL OF SEVEN ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL**  
15 **ACADEMY OF ARBITRATORS.**

16                   **C. THE PARTIES SHALL SELECT AN ARBITRATOR BY**  
17 **ALTERNATIVE STRIKES FROM THE PANEL.**

18                   **D. THE ARBITRATOR SELECTED MAY SCHEDULE A**  
19 **HEARING, ISSUE SUBPOENAS TO COMPEL THE TESTIMONY OF WITNESSES AND**  
20 **THE PRODUCTION OF DOCUMENTS, ADMINISTER OATHS, AND DECLARE THE**  
21 **RECORD CLOSED.**

22                   **E. THE ARBITRATOR SELECTED SHALL RECEIVE AND**  
23 **ENTER INTO THE RECORD THE FINAL OFFERS OF THE CERTIFIED LABOR**  
24 **ORGANIZATION AND THE SHERIFF AND THE COUNTY COMMISSIONERS.**

25                   **F. THE ARBITRATOR MAY RECEIVE AND CONSIDER**  
26 **EVIDENCE REGARDING HOURS, WAGES, AND BENEFITS OF SIMILAR SWORN LAW**  
27 **ENFORCEMENT EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS,**  
28 **THE COST OF LIVING IN CECIL COUNTY, THE CONDITION OF CECIL COUNTY'S**  
29 **GENERAL OPERATING FUND AND CECIL COUNTY'S ABILITY TO FUND THE FINAL**  
30 **PROPOSED OFFERS, THE NATURE OF THE WORK PERFORMED BY EMPLOYEES**  
31 **REPRESENTED BY THE CERTIFIED LABOR ORGANIZATION, AND OTHER**  
32 **INFORMATION THAT THE ARBITRATOR CONSIDERS NECESSARY TO WEIGH**  
33 **FULLY THE FINAL PROPOSED OFFERS OF THE CERTIFIED LABOR ORGANIZATION**  
34 **AND THE SHERIFF AND THE COUNTY COMMISSIONERS.**

1                   **G. UNLESS THE PARTIES MUTUALLY AGREE TO AN**  
2 **EXTENSION, THE ARBITRATOR SHALL ISSUE A FINAL REPORT TO THE SHERIFF**  
3 **AND THE COUNTY COMMISSIONERS WITHIN 30 DAYS AFTER THE RECORD IS**  
4 **CLOSED.**

5                   **H. THE WRITTEN DECISION OF THE ARBITRATOR IS**  
6 **NONBINDING ON THE SHERIFF AND THE COUNTY COMMISSIONERS.**

7                   **I. THE COSTS OF ARBITRATION SHALL BE SHARED**  
8 **EQUALLY BY THE PARTIES.**

9                   **(v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL**  
10 **CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE**  
11 **BARGAINING PROCESS.**

12                   **2. A COLLECTIVE BARGAINING AGREEMENT MAY**  
13 **CONTAIN A GRIEVANCE PROCEDURE PROVIDING FOR BINDING ARBITRATION OF**  
14 **GRIEVANCES IN REFERENCE TO A LABOR CONTRACT, INCLUDING GRIEVANCES**  
15 **RELATED TO INTERPRETATION OR BREACH OF CONTRACT.**

16                   **3. A COLLECTIVE BARGAINING AGREEMENT**  
17 **REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND**  
18 **SIGNED BY THE CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN**  
19 **THE COLLECTIVE BARGAINING NEGOTIATIONS.**

20                   **4. EXCEPT AS PROVIDED IN THE CODE AND**  
21 **REGULATIONS OF CECIL COUNTY, THE PROVISIONS OF THIS SUBPARAGRAPH**  
22 **AND ANY AGREEMENT MADE UNDER IT MAY NOT IMPAIR THE RIGHT AND THE**  
23 **RESPONSIBILITY OF THE SHERIFF TO:**

24                   **A. DETERMINE THE MISSION, BUDGET,**  
25 **ORGANIZATION, NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF DEPUTY**  
26 **SHERIFFS ASSIGNED, THE SERVICES TO BE RENDERED, OPERATIONS TO BE**  
27 **PERFORMED, AND THE TECHNOLOGY TO BE USED;**

28                   **B. SET THE STANDARDS OF SERVICE AND EXERCISE**  
29 **CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK**  
30 **SHIFTS AND THE NUMBER OF DEPUTY SHERIFFS ON EACH SHIFT;**

31                   **C. ASSIGN AND RETAIN DEPUTY SHERIFFS IN**  
32 **POSITIONS WITHIN THE OFFICE;**

33                   **D. DETERMINE AND SET WORK PROJECTS, TOURS OF**  
34 **DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, AND PERSONNEL BY**  
35 **WHICH OPERATIONS ARE CONDUCTED;**

1                   E. DETERMINE AND SET TECHNOLOGY NEEDS,  
2 INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF  
3 FACILITIES;

4                   F. MAINTAIN AND IMPROVE THE EFFICIENCY AND  
5 EFFECTIVENESS OF OPERATIONS;

6                   G. HIRE, DIRECT, SUPERVISE, PROMOTE, DEMOTE,  
7 DISCIPLINE, ASSIGN, AND WITH REASONABLE CAUSE DISCHARGE FULL-TIME  
8 SWORN LAW ENFORCEMENT DEPUTY SHERIFFS, WITH THE EXCEPTION THAT  
9 THE PROMOTIONAL PROCESS FOR DEPUTY SHERIFFS UP TO THE RANK OF FIRST  
10 SERGEANT AND THE NUMBER AND COMPOSITION OF TRIAL BOARDS FOR THE  
11 DISCIPLINE PROCESS FOR DEPUTY SHERIFFS AT THE RANK OF FIRST  
12 SERGEANT AND BELOW ARE SUBJECT TO COLLECTIVE BARGAINING;

13                   H. DETERMINE AND SET THE QUALIFICATIONS OF  
14 DEPUTY SHERIFFS FOR APPOINTMENT AND PROMOTIONS; AND

15                   I. DETERMINE AND SET THE STANDARDS OF  
16 CONDUCT, AND WITH CONSULTATION AND INPUT FROM THE CERTIFIED LABOR  
17 ORGANIZATION, ADOPT RULES, ORDERS, POLICIES, REGULATIONS, AND  
18 PROCEDURES ON MUTUALLY AGREED ON SUBJECTS.

19                   5. A COLLECTIVE BARGAINING AGREEMENT IS NOT  
20 EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE  
21 DEPUTY SHERIFFS IN THE BARGAINING UNIT AND APPROVED BY THE SHERIFF  
22 AND THE COUNTY COMMISSIONERS.

23                   (VI) 1. THE COSTS PAID BY THE COUNTY  
24 COMMISSIONERS UNDER SUBPARAGRAPHS (III)4, (IV)3C, AND (IV)4I OF THIS  
25 PARAGRAPH MAY NOT EXCEED \$15,000 IN TOTAL FOR FISCAL YEAR ~~2010~~ 2011.

26                   2. A. THE COUNTY COMMISSIONERS AND  
27 CERTIFIED LABOR ORGANIZATION SHALL NEGOTIATE A COST SHARING CAP FOR  
28 FISCAL YEAR ~~2011~~ 2012 AND EACH SUBSEQUENT FISCAL YEAR.

29                   B. IF THE COUNTY COMMISSIONERS AND CERTIFIED  
30 LABOR ORGANIZATION ARE UNABLE TO REACH AN AGREEMENT BY DECEMBER 1  
31 OF THE PRIOR FISCAL YEAR, THE COST SHARING CAP SHALL INCREASE BY A  
32 PERCENTAGE EQUAL TO THE ANNUAL PERCENTAGE INCREASE IN  
33 COMPENSATION COSTS FOR CIVILIAN WORKERS FOR THE PRIOR CALENDAR  
34 YEAR, AS MEASURED BY THE EMPLOYMENT COST INDEX AS PUBLISHED BY THE  
35 BUREAU OF LABOR STATISTICS OF THE U.S. DEPARTMENT OF LABOR.

1 (VII) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:

2 1. AUTHORIZE OR OTHERWISE ALLOW A DEPUTY  
3 SHERIFF TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE  
4 PERSONNEL AND PENSIONS ARTICLE; AND

5 2. AUTHORIZE THE COLLECTION OF MANDATORY  
6 MEMBERSHIP FEES FROM NONMEMBERS OF THE EMPLOYEE ORGANIZATION.

7 ~~SECTION 3. AND BE IT FURTHER ENACTED, That before this Act becomes~~  
8 ~~effective it shall first be submitted to a referendum of the legally qualified voters of~~  
9 ~~Cecil County at the general election to be held in November of 2010. The County~~  
10 ~~governing body and the Cecil County Board of Elections shall do those things~~  
11 ~~necessary and proper to provide for and hold the referendum required by this section.~~  
12 ~~There shall be printed on the ballot to be used at this election the title of this Act and~~  
13 ~~underneath the title, on separate lines, a square or box opposite the words "For~~  
14 ~~collective bargaining with binding arbitration" and a corresponding square or box~~  
15 ~~opposite the words "For collective bargaining with nonbinding arbitration". A voter~~  
16 ~~may choose only one of the methods of arbitration. If a majority of the votes cast on the~~  
17 ~~question are "For collective bargaining with binding arbitration" the provisions of~~  
18 ~~Section 1 of this Act shall become effective on the 30th day following the official~~  
19 ~~canvass of votes for the referendum and the provisions of Section 2 of this Act are of no~~  
20 ~~effect and null and void. If a majority of the votes cast on the question are "For~~  
21 ~~collective bargaining with nonbinding arbitration" the provisions of Section 2 of this~~  
22 ~~Act become effective on the 30th day following the official canvass of votes for the~~  
23 ~~referendum and the provisions of Section 1 of this Act are of no effect and null and~~  
24 ~~void.~~

25 SECTION 4. 2. AND BE IT FURTHER ENACTED, That, ~~subject to the~~  
26 ~~provisions of Section 3 of this Act and for the sole purpose of providing for the~~  
27 ~~referendum required by Section 3 of this Act,~~ this Act shall take effect July 1, 2010.

Approved:

\_\_\_\_\_  
Governor.

\_\_\_\_\_  
President of the Senate.

\_\_\_\_\_  
Speaker of the House of Delegates.