

SENATE BILL 752

D2

5lr0969
CF HB 993

By: **Senator Middleton**

Introduced and read first time: February 16, 2015

Assigned to: Rules

A BILL ENTITLED

1 AN ACT concerning

2 **Charles County Sheriff – Arbitration of Collective Bargaining Disputes**

3 FOR the purpose of establishing procedures for arbitration of collective bargaining disputes
4 involving the exclusive representative of sworn law enforcement officers in the
5 Charles County Sheriff's Office; authorizing any party to a certain collective
6 bargaining agreement to declare a bargaining impasse under certain circumstances;
7 establishing a certain method for selecting an arbitrator; requiring the parties to
8 submit certain memoranda to the arbitrator on or before a certain date; requiring
9 the arbitrator to hold a closed hearing; establishing certain authority and duties of
10 the arbitrator; requiring the arbitrator to issue a certain report on or before a certain
11 date; requiring the arbitrator to consider only certain criteria when making a certain
12 determination; prohibiting the arbitrator from taking certain actions; requiring the
13 parties to execute a collective bargaining agreement incorporating the last final offer
14 selected by the arbitrator; establishing a certain method of distributing the costs of
15 the arbitration; authorizing the parties to reach a voluntary settlement on
16 unresolved issues at any time; authorizing any party to file a certain complaint in
17 the Circuit Court for Charles County within a certain period of time; prohibiting the
18 filing of a certain complaint from staying the implementation of a certain report or
19 part of the report; requiring certain collective bargaining agreements to be made
20 with the County Commissioners of Charles County, in addition to the Sheriff;
21 authorizing sworn law enforcement officers in Charles County to collectively bargain
22 with respect to certain matters; authorizing a certain sworn law enforcement officer
23 or correctional officer in Charles County to discuss certain matters with the employer
24 without the intervention of the exclusive representative only under certain
25 circumstances; requiring the county or the Office of the Sheriff to give certain notice
26 to the exclusive representative under certain circumstances; altering the time period
27 during which an exclusive bargaining agreement for law enforcement officers may
28 be valid; and generally relating to the arbitration of collective bargaining disputes
29 and the Charles County Sheriff's Office.

30 BY repealing and reenacting, with amendments,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Courts and Judicial Proceedings
 2 Section 2–309(j)(5)
 3 Annotated Code of Maryland
 4 (2013 Replacement Volume and 2014 Supplement)

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

7 **Article – Courts and Judicial Proceedings**

8 2–309.

9 (j) (5) (i) This paragraph applies to all full–time, merit system sworn law
 10 enforcement officers and correctional officers in the Charles County Sheriff’s Office at a
 11 rank of sergeant or below.

12 (ii) This paragraph does not apply to the following employees in the
 13 Charles County Sheriff’s Office:

- 14 1. Sworn law enforcement officers or correctional officers in
 15 the Charles County Sheriff’s Office at a rank of lieutenant or above;
- 16 2. Employees in appointed positions;
- 17 3. Civilian merit system employees;
- 18 4. Full–time reduced hours employees;
- 19 5. Part–time employees;
- 20 6. Contractual employees;
- 21 7. Temporary employees;
- 22 8. Emergency employees; or
- 23 9. Employees whose employment is administered under the
 24 county policies and procedures manual.

25 (iii) 1. A sworn law enforcement officer or correctional officer
 26 subject to this paragraph has the right to:

- 27 A. Take part in or refrain from taking part in forming,
 28 joining, supporting, or participating in any employee organization or its lawful activities;
- 29 B. Be represented by an exclusive representative, if any, in
 30 collective bargaining; and

1 C. Engage in other concerted activities for the purpose of
2 collective bargaining.

3 2. Sworn law enforcement officers and correctional officers
4 subject to this paragraph may seek recognition in order to organize and bargain collectively
5 in good faith with the Sheriff or the Sheriff's designee **AND, IN THE CASE OF SWORN LAW**
6 **ENFORCEMENT OFFICERS, THE COUNTY COMMISSIONERS OF CHARLES COUNTY,**
7 concerning the following matters:

8 A. **[Compensation] FOR CORRECTIONAL OFFICERS,**
9 **COMPENSATION,** excluding salary, wages, and those benefits determined, offered,
10 administered, controlled, or managed by the County Commissioners of Charles County;

11 B. **FOR SWORN LAW ENFORCEMENT OFFICERS,**
12 **COMPENSATION, INCLUDING SALARY, WAGES, AND THOSE BENEFITS DETERMINED,**
13 **OFFERED, ADMINISTERED, CONTROLLED, OR MANAGED BY THE COUNTY**
14 **COMMISSIONERS OF CHARLES COUNTY;**

15 C. Leave, holidays, and vacations; and

16 **[C.] D.** Hours, working conditions, and job security.

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

20 B. **A SWORN LAW ENFORCEMENT OFFICER WHO IS A**
21 **MEMBER OF A BARGAINING UNIT WITH AN EXCLUSIVE REPRESENTATIVE MAY**
22 **DISCUSS ANY MATTER WITH THE EMPLOYER WITHOUT THE INTERVENTION OF THE**
23 **EXCLUSIVE REPRESENTATIVE IF THE RESOLUTION OR ADJUSTMENT OF ANY**
24 **DISPUTE BETWEEN A SWORN LAW ENFORCEMENT OFFICER AND THE EMPLOYER IS**
25 **NOT INCONSISTENT WITH THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT**
26 **IN EFFECT.**

27 C. **IF THE RESOLUTION OR ADJUSTMENT CONCERNS A**
28 **MATTER BETWEEN A SWORN LAW ENFORCEMENT OFFICER AND THE EMPLOYER, THE**
29 **COUNTY OR THE OFFICE OF THE SHERIFF SHALL PROVIDE PROMPT NOTICE OF THE**
30 **RESOLUTION OR ADJUSTMENT TO THE EXCLUSIVE REPRESENTATIVE, IF ANY.**

31 4. A sworn law enforcement officer or correctional officer who
32 is not a member of a bargaining unit with an exclusive representative may be required to
33 pay a proportional service fee for costs associated with the administration and enforcement
34 of any agreement that benefits the affected employees. An exclusive representative shall

1 be selected in accordance with the procedures set forth in subparagraph (v) of this
2 paragraph.

3 5. This paragraph does not require that sworn law
4 enforcement officers and correctional officers be represented by the same exclusive
5 representative.

6 (iv) **[The] SUBJECT TO APPLICABLE LAWS AND REGULATIONS,**
7 **THE Sheriff and the Office of the Sheriff for Charles County, AND, REGARDING SWORN**
8 **LAW ENFORCEMENT OFFICERS, THE COUNTY COMMISSIONERS OF CHARLES**
9 **COUNTY,** through their appropriate officers and employees, may:

10 1. Determine the:

11 A. Mission;

12 B. Budget;

13 C. Organization;

14 D. Numbers, types, and grades of employees assigned;

15 E. Work projects, tours of duty, and methods, means, and
16 personnel by which its operations are conducted;

17 F. Technology needs;

18 G. Internal security practices; and

19 H. Relocation of its facilities;

20 2. Maintain and improve the efficiency and effectiveness of
21 governmental operations;

22 3. Determine the services to be rendered, operations to be
23 performed, and technology to be used;

24 4. Determine the overall methods, processes, means, and
25 classes of work or personnel by which governmental operations are to be conducted;

26 5. Hire, direct, supervise, and assign employees;

27 6. A. Promote, demote, discipline, discharge, retain, and

28 lay off employees, **PROVIDED THAT, IN MATTERS CONCERNING LAW ENFORCEMENT**
29 **OFFICERS, THE COUNTY COMMISSIONERS, THE SHERIFF, AND THE OFFICE OF THE**
30 **SHERIFF SHALL COMPLY WITH ANY STATUTORY REQUIREMENTS, INCLUDING THE**

1 **LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS, AND ANY REQUIREMENTS**
2 **ESTABLISHED UNDER ANY APPLICABLE COLLECTIVE BARGAINING AGREEMENT;** and

3 B. Terminate employment because of lack of funds, lack of
4 work, a determination by the employer that continued work would be inefficient or
5 nonproductive, or for other legitimate reasons;

6 7. Set the qualifications of employees for appointment and
7 promotions;

8 8. Set standards of conduct;

9 9. Adopt office rules, regulations, and procedures;

10 10. Provide a system of merit employment according to a
11 standard of business efficiency; and

12 11. Take actions, not otherwise specified in this paragraph, to
13 carry out the mission of the Office of the Sheriff of Charles County.

14 (v) 1. Except as provided in subparagraph 2 of this
15 subparagraph, an exclusive representative may not be recognized by the Sheriff unless that
16 representative is selected and certified by the Department of Labor, Licensing, and
17 Regulation.

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

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

26 (vi) 1. A. The Sheriff may designate at least one, but not more
27 than three, individuals to represent the Sheriff in collective bargaining **CONCERNING**
28 **CORRECTIONAL OFFICERS.**

29 B. **THE COUNTY COMMISSIONERS OF CHARLES COUNTY**
30 **AND THE SHERIFF MAY DESIGNATE AT LEAST ONE, BUT NOT MORE THAN THREE,**
31 **INDIVIDUALS TO REPRESENT THE COUNTY COMMISSIONERS AND THE SHERIFF IN**
32 **COLLECTIVE BARGAINING CONCERNING SWORN LAW ENFORCEMENT OFFICERS.**

1 C. The exclusive representative shall designate at least one,
2 but not more than three, individuals to represent the exclusive representative in collective
3 bargaining.

4 2. The parties shall meet at reasonable times and engage in
5 collective bargaining in good faith.

6 3. Negotiations or matters relating to negotiations shall be
7 considered closed sessions under § 3-305 of the General Provisions Article.

8 4. The parties shall make every reasonable effort to conclude
9 negotiations in a timely manner for inclusion by the Sheriff and the Office of the Sheriff of
10 Charles County in its budget request to the County Commissioners of Charles County.

11 5. Negotiations for an agreement shall begin on or before
12 each July 1 of the year before the expiration of any existing agreement.

13 (vii) To the extent that any matters negotiated between the Sheriff
14 and the collective bargaining unit require legislative approval or the appropriation of funds,
15 the matters shall be recommended to the General Assembly for the approval of legislation
16 or to the County Commissioners for the appropriation of funds.

17 (viii) 1. An agreement **FOR THE COLLECTIVE BARGAINING OF**
18 **CORRECTIONAL OFFICERS** is not valid if it extends for less than 1 year or for more than
19 2 years.

20 2. **AN AGREEMENT FOR THE COLLECTIVE BARGAINING**
21 **OF SWORN LAW ENFORCEMENT OFFICERS IS NOT VALID IF IT EXTENDS FOR LESS**
22 **THAN 1 YEAR OR MORE THAN 3 YEARS.**

23 (ix) 1. An agreement shall contain all matters of agreement
24 reached in the collective bargaining process.

25 2. An agreement may contain a grievance procedure for
26 binding arbitration of the interpretation of contract terms and clauses.

27 3. An agreement **CONCERNING CORRECTIONAL**
28 **OFFICERS** reached in accordance with this paragraph shall be in writing and signed by the
29 designated representatives of the Sheriff and the exclusive representative involved in the
30 collective bargaining negotiations.

31 4. **AN AGREEMENT CONCERNING SWORN LAW**
32 **ENFORCEMENT OFFICERS REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL**
33 **BE IN WRITING AND SIGNED BY THE DESIGNATED REPRESENTATIVES OF THE**
34 **COUNTY COMMISSIONERS OF CHARLES COUNTY AND THE SHERIFF AND THE**

1 EXCLUSIVE REPRESENTATIVE INVOLVED IN THE COLLECTIVE BARGAINING
2 NEGOTIATIONS.

3 5. An agreement CONCERNING CORRECTIONAL
4 OFFICERS is not effective until it is ratified by the Sheriff and a majority of the votes cast
5 by the employees in the bargaining unit.

6 6. AN AGREEMENT CONCERNING SWORN LAW
7 ENFORCEMENT OFFICERS IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY THE COUNTY
8 COMMISSIONERS OF CHARLES COUNTY, THE SHERIFF, AND A MAJORITY OF THE
9 VOTES CAST BY THE EMPLOYEES IN THE BARGAINING UNIT.

10 [5.] 7. A modification to an existing agreement
11 CONCERNING CORRECTIONAL OFFICERS is not valid unless it is in writing and ratified
12 by the Sheriff and a majority of the votes cast by the employees in the bargaining unit.

13 8. A MODIFICATION TO AN EXISTING AGREEMENT
14 CONCERNING SWORN LAW ENFORCEMENT OFFICERS IS NOT VALID UNLESS IT IS IN
15 WRITING AND RATIFIED BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY,
16 THE SHERIFF, AND A MAJORITY OF THE VOTES CAST BY THE EMPLOYEES IN THE
17 BARGAINING UNIT.

18 (x) 1. IF THE EXCLUSIVE REPRESENTATIVE OF THE SWORN
19 LAW ENFORCEMENT OFFICERS AND THE REPRESENTATIVES OF THE COUNTY
20 COMMISSIONERS OF CHARLES COUNTY AND THE SHERIFF HAVE NOT REACHED AN
21 AGREEMENT ON OR BEFORE DECEMBER 1 OR ANY LATER DATE DETERMINED BY
22 MUTUAL AGREEMENT OF THE PARTIES ON A COLLECTIVE BARGAINING AGREEMENT
23 THAT WOULD SUCCEED THE EXISTING AGREEMENT:

24 A. ANY PARTY MAY DECLARE A BARGAINING IMPASSE;
25 AND

26 B. THE PARTIES SHALL SELECT AN ARBITRATOR BY
27 ALTERNATIVE STRIKING OF NAMES FROM A LIST OF ARBITRATORS PROVIDED TO
28 THE PARTIES BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE OR UNDER
29 THE LABOR ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION
30 TO BE COMPLETED WITHIN 3 DAYS OF THE PARTIES' RECEIPT OF THE LIST.

31 2. THE PARTY DECLARING A BARGAINING IMPASSE
32 UNDER ITEM 1A OF THIS SUBPARAGRAPH SHALL CHOOSE THE SOURCES OF THE LIST
33 OF ARBITRATORS UNDER ITEM 1B OF THIS SUBPARAGRAPH.

1 **3. ON OR BEFORE JANUARY 1 OR ANY LATER DATE**
2 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL**
3 **DIRECT THE PARTIES TO SUBMIT:**

4 **A. A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH**
5 **THE PARTIES PREVIOUSLY AGREED; AND**

6 **B. A SEPARATE PROPOSED MEMORANDUM OF EACH**
7 **PARTY'S LAST FINAL OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH**
8 **THE PARTIES PREVIOUSLY DID NOT AGREE.**

9 **4. A. ON OR BEFORE JANUARY 15 OR ANY LATER**
10 **DATE DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR**
11 **SHALL HOLD A CLOSED HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE,**
12 **AND PLACE WITHIN CHARLES COUNTY SELECTED BY THE ARBITRATOR.**

13 **B. AT THE HEARING, EACH PARTY SHALL SUBMIT**
14 **EVIDENCE OR MAKE ORAL AND WRITTEN ARGUMENTS IN SUPPORT OF THE PARTY'S**
15 **LAST FINAL OFFER.**

16 **5. THE ARBITRATOR MAY:**

17 **A. GIVE NOTICE AND HOLD HEARINGS IN ACCORDANCE**
18 **WITH THE MARYLAND ADMINISTRATIVE PROCEDURE ACT;**

19 **B. ADMINISTER OATHS AND TAKE TESTIMONY AND**
20 **OTHER EVIDENCE; AND**

21 **C. ISSUE SUBPOENAS.**

22 **6. ON OR BEFORE FEBRUARY 15 OR ANY LATER DATE**
23 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL**
24 **ISSUE A REPORT SELECTING THE LAST FINAL OFFER SUBMITTED BY THE PARTIES**
25 **THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN VIEWED AS A**
26 **WHOLE.**

27 **7. IN DETERMINING WHICH LAST FINAL OFFER IS MORE**
28 **REASONABLE UNDER SUBSUBPARAGRAPH 6 OF THIS SUBPARAGRAPH, THE**
29 **ARBITRATOR SHALL CONSIDER ONLY:**

30 **A. PAST COLLECTIVE BARGAINING AGREEMENTS**
31 **BETWEEN THE PARTIES, INCLUDING THE PAST BARGAINING HISTORY THAT LED TO**
32 **THE COLLECTIVE BARGAINING AGREEMENT AND THE PRECOLLECTIVE BARGAINING**

1 HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING
2 CONDITIONS;

3 B. A COMPARISON OF WAGES, HOURS, BENEFITS, AND
4 OTHER CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS EMPLOYED
5 IN OTHER JURISDICTIONS IN THE STATE;

6 C. A COMPARISON OF WAGES, HOURS, BENEFITS, AND
7 OTHER CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS FROM THE
8 PRIMARY POLICE OR SHERIFF'S DEPARTMENTS IN ALL COUNTIES WITHIN THE
9 STATE;

10 D. THE COSTS OF THE RESPECTIVE PROPOSALS OF THE
11 PARTIES;

12 E. THE ABILITY OF THE SHERIFF AND CHARLES
13 COUNTY TO FINANCE ANY ECONOMIC ADJUSTMENTS REQUIRED UNDER THE
14 PROPOSED COLLECTIVE BARGAINING AGREEMENT;

15 F. THE ANNUAL INCREASE OR DECREASE IN CONSUMER
16 PRICES FOR GOODS AND SERVICES AS REFLECTED IN THE MOST RECENT CONSUMER
17 PRICE INDEX FOR THE WASHINGTON-ARLINGTON-ALEXANDRIA,
18 DC-VA-MD-WV METROPOLITAN STATISTICAL AREA PUBLISHED BY THE
19 FEDERAL BUREAU OF LABOR STATISTICS AND THE COST OF LIVING IN THE SAME
20 STATISTICAL AREAS AS COMPARED TO THE NATIONAL AVERAGE AND TO OTHER
21 COMPARABLE METROPOLITAN AREAS;

22 G. RECRUITMENT AND RETENTION DATA;

23 H. THE SPECIAL NATURE OF THE WORK PERFORMED BY
24 THE EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF EMPLOYMENT,
25 PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB TRAINING AND
26 SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON THOSE EMPLOYEES AS
27 COMPARED TO OTHER CHARLES COUNTY OR SHERIFF EMPLOYEES;

28 I. THE INTEREST AND WELFARE OF THE PUBLIC AND
29 THE EMPLOYEES IN THE BARGAINING UNIT; AND

30 J. STIPULATIONS OF THE PARTIES REGARDING ANY OF
31 THE ITEMS UNDER THIS SUBSUBPARAGRAPH.

32 8. THE ARBITRATOR MAY NOT:

1 **A. RECEIVE OR CONSIDER THE HISTORY OF COLLECTIVE**
2 **BARGAINING RELATED TO THE IMMEDIATE DISPUTE, INCLUDING ANY OFFERS OF**
3 **SETTLEMENT NOT CONTAINED IN THE LAST FINAL OFFER SUBMITTED TO THE**
4 **ARBITRATOR, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;**

5 **B. COMPROMISE OR ALTER THE LAST FINAL OFFER**
6 **THAT THE ARBITRATOR SELECTS, UNLESS THE PARTIES MUTUALLY AGREE**
7 **OTHERWISE; OR**

8 **C. SELECT AN OFFER IN WHICH THE CONDITIONS OF**
9 **EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES, OR WAGES TO BE PAID ARE**
10 **UNREASONABLE.**

11 **9. A. THE LAST FINAL OFFER SELECTED BY THE**
12 **ARBITRATOR, AS INTEGRATED WITH THE ITEMS ON WHICH THE PARTIES**
13 **PREVIOUSLY AGREED, SHALL CONSTITUTE THE FINAL AGREEMENT BETWEEN THE**
14 **PARTIES WITHOUT FURTHER RATIFICATION BY THE PARTIES.**

15 **B. THE PARTIES SHALL EXECUTE A COLLECTIVE**
16 **BARGAINING AGREEMENT INCORPORATING THE LAST OFFER SELECTED BY THE**
17 **ARBITRATOR.**

18 **10. CHARLES COUNTY, THE SHERIFF, AND THE**
19 **EXCLUSIVE REPRESENTATIVE SHALL SHARE THE COSTS OF THE SERVICES OF THE**
20 **ARBITRATOR, WITH THE EXCLUSIVE REPRESENTATIVE PAYING HALF OF THE COSTS**
21 **AND CHARLES COUNTY AND THE SHERIFF SHARING HALF OF THE COSTS.**

22 **11. NOTHING IN THIS SUBPARAGRAPH SHALL BE**
23 **CONSTRUED TO PROHIBIT THE PARTIES FROM REACHING A VOLUNTARY**
24 **SETTLEMENT ON ANY UNRESOLVED ISSUES AT ANY TIME BEFORE OR AFTER THE**
25 **ISSUANCE OF THE DECISION BY THE ARBITRATOR.**

26 **12. A. WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF**
27 **THE REPORT ISSUED BY THE ARBITRATOR IN ACCORDANCE WITH**
28 **SUBSUBPARAGRAPH 6 OF THIS SUBPARAGRAPH, THE COUNTY COMMISSIONERS,**
29 **THE SHERIFF, OR THE EXCLUSIVE REPRESENTATIVE MAY FILE A COMPLAINT IN THE**
30 **CIRCUIT COURT FOR CHARLES COUNTY CHALLENGING THE REPORT, OR ANY PART**
31 **OF THE REPORT, ON THE GROUNDS ESTABLISHED IN § 3-223(B) OR § 3-224(B) OF**
32 **THIS ARTICLE.**

33 **B. THE FILING OF A COMPLAINT UNDER THIS**
34 **SUBSUBPARAGRAPH DOES NOT STAY THE IMPLEMENTATION OF THE REPORT OR**
35 **ANY PART OF THE REPORT.**

1 **(XI)** This paragraph does not authorize a sworn law enforcement
2 officer or correctional officer to engage in a strike as defined in § 3–303 of the State
3 Personnel and Pensions Article.

4 **[(xi)] (XII)** Nothing in this paragraph shall be construed as subjecting
5 disciplinary matters or the disciplinary process to negotiation as part of the collective
6 bargaining process **EXCEPT AS AUTHORIZED BY THE LAW ENFORCEMENT OFFICERS’**
7 **BILL OF RIGHTS.**

8 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2015.