

SENATE BILL 390

D2

6lr1800
CF HB 505

By: **Senator Middleton**

Introduced and read first time: January 29, 2016

Assigned to: Finance

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: February 23, 2016

CHAPTER _____

1 AN ACT concerning

2 **Charles County Sheriff – Salaries and Collective Bargaining**

3 FOR the purpose of requiring that the salary schedule for deputy sheriffs of Charles County
4 correspond to the Department of State Police salary schedule; requiring that the
5 salary schedule for the deputy sheriffs of Charles County be revised to reflect any
6 revision made to the Department of State Police salary schedule; requiring the
7 County Commissioners of Charles County to appropriate certain funds to provide
8 certain salaries of the deputy sheriffs except under certain circumstances; providing
9 that the County Commissioners are not required to grant certain step increases to
10 the deputy sheriffs; providing that certain step increases are subject to
11 appropriations by the Board; authorizing certain sworn law enforcement officers and
12 correctional officers in Charles County to collectively bargain with the County
13 Commissioners of Charles County, in addition to the Sheriff, with respect to certain
14 matters; prohibiting the resolution or adjustment of a certain dispute from being
15 inconsistent with the terms of a certain collective bargaining agreement; prohibiting
16 the County Commissioners from recognizing an exclusive representative except
17 under certain circumstances; providing for the decertification of a certain exclusive
18 representative under certain circumstances; altering the maximum number of
19 individuals that the Sheriff and the exclusive representative may designate to
20 represent the Sheriff or the exclusive representative in collective bargaining;
21 authorizing the County Commissioners to designate a certain number of individuals
22 to represent the County Commissioners in collective bargaining under certain
23 circumstances; altering the date by which negotiations for the collective bargaining
24 agreement shall begin; altering the time period during which an exclusive
25 bargaining agreement may be valid; requiring an agreement involving the County

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.



Commissioners as a party, or a modification to that agreement, to be signed and ratified by the County Commissioners in order to be effective or valid; requiring that the terms of a collective bargaining agreement prevail in a certain conflict except under certain circumstances; authorizing any party to collective bargaining to seek mediation under certain circumstances; requiring the party seeking mediation to provide certain notice to certain persons; authorizing any party to a certain collective bargaining agreement to declare a bargaining impasse under certain circumstances; establishing procedures and timelines for the mediation and arbitration of collective bargaining disputes involving the exclusive representative of certain sworn law enforcement officers or correctional officers in the Charles County Sheriff's Office; providing that certain recommendations of the arbitrator are not binding; authorizing the Sheriff or the County Commissioners to adopt or reject certain recommendations under certain circumstances; requiring the parties to accept or reject the recommendations within a certain period of time; establishing a certain method of distributing the costs of the mediation and arbitration; authorizing the parties to reach a voluntary settlement on unresolved issues at any time; providing that the terms and conditions of a certain collective bargaining agreement shall remain in effect under certain circumstances until a certain time; requiring the Sheriff and the County Commissioners, under certain circumstances, to recognize certain exclusive representatives as of a certain date as the exclusive representatives of certain employees; making a conforming change; and generally relating to the salaries and collective bargaining rights of sworn law enforcement officers and correctional officers of the Charles County Sheriff's Office.

BY repealing and reenacting, without amendments,
 Article – Courts and Judicial Proceedings
 Section 2–309(a) and (a–1)
 Annotated Code of Maryland
 (2013 Replacement Volume and 2015 Supplement)

BY repealing and reenacting, with amendments,
 Article – Courts and Judicial Proceedings
 Section 2–309(j)(3) and (5)
 Annotated Code of Maryland
 (2013 Replacement Volume and 2015 Supplement)

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

Article – Courts and Judicial Proceedings

2–309.

(a) The sheriff of a county and his deputies shall receive the annual salaries provided by this section for performing the duties required of them by the Constitution and the laws of this State. They shall be reimbursed for expenses as provided by law.

1 (a-1) The government of each county shall furnish an office for the sheriff and pay
2 the necessary expenses for telephones, stationery and for other purposes, and unless
3 otherwise provided by law, shall provide for the necessary traveling expenses of the sheriff
4 for conveying prisoners to any penal institution in the State and other necessary traveling
5 expenses.

6 (j) (3) (I) The Sheriff, in accordance with rules and regulations developed
7 by the Board of County Commissioners and the Sheriff, shall appoint the number of deputy
8 sheriffs that the Board of County Commissioners of Charles County and the Sheriff
9 consider necessary.

10 (II) THE SALARY SCHEDULE FOR THE DEPUTY SHERIFFS, BASED
11 ON RANK AND LENGTH OF SERVICE, SHALL CORRESPOND TO THE DEPARTMENT OF
12 STATE POLICE SALARY SCHEDULE, INCLUDING LONGEVITY STEPS.

13 (III) THE SALARY SCHEDULE FOR THE DEPUTY SHERIFFS SHALL
14 BE REVISED TO REFLECT ANY REVISIONS MADE TO THE DEPARTMENT OF STATE
15 POLICE SALARY SCHEDULE.

16 (IV) 1. EXCEPT AS PROVIDED IN SUBPARAGRAPH (V) OF THIS
17 PARAGRAPH, THE COUNTY COMMISSIONERS OF CHARLES COUNTY SHALL
18 APPROPRIATE THE FUNDS NECESSARY TO PROVIDE THE SALARIES FOR DEPUTY
19 SHERIFFS SPECIFIED IN THE SALARY SCHEDULE UNDER SUBPARAGRAPH (II) OF
20 THIS PARAGRAPH UNLESS THE COUNTY COMMISSIONERS DECLARE A FISCAL
21 EMERGENCY UNDER SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH.

22 2. AFTER A DISCUSSION AMONG THE COUNTY
23 COMMISSIONERS OF CHARLES COUNTY, THE SHERIFF, AND THE EXCLUSIVE
24 REPRESENTATIVES OF THE BARGAINING UNITS OF SWORN LAW ENFORCEMENT
25 OFFICERS AND CORRECTIONAL OFFICERS OF THE CHARLES COUNTY SHERIFF'S
26 OFFICE, THE COUNTY COMMISSIONERS OF CHARLES COUNTY MAY DECLARE A
27 FISCAL EMERGENCY BY A MAJORITY VOTE OF THE COUNTY COMMISSIONERS
28 FOLLOWING A PUBLIC HEARING.

29 (V) 1. IF THE DEPARTMENT OF STATE POLICE GRANTS
30 STEP INCREASES TO ITS EMPLOYEES, THE COUNTY COMMISSIONERS OF CHARLES
31 COUNTY ARE NOT REQUIRED UNDER SUBPARAGRAPH (IV) OF THIS PARAGRAPH TO
32 GRANT STEP INCREASES TO THE DEPUTY SHERIFFS.

33 2. STEP INCREASES FOR THE DEPUTY SHERIFFS ARE
34 SUBJECT TO APPROPRIATIONS BY THE COUNTY COMMISSIONERS OF CHARLES
35 COUNTY.

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

4 (ii) This paragraph does not apply to the following employees in the
5 Charles County Sheriff's Office:

6 1. Sworn law enforcement officers or correctional officers in
7 the Charles County Sheriff's Office at a rank of lieutenant or above;

8 2. Employees in appointed positions;

9 3. Civilian merit system employees;

10 4. Full-time reduced hours employees;

11 5. Part-time employees;

12 6. Contractual employees;

13 7. Temporary employees;

14 8. Emergency employees; or

15 9. Employees whose employment is administered under the
16 county policies and procedures manual.

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

19 A. Take part in or refrain from taking part in forming,
20 joining, supporting, or participating in any employee organization or its lawful activities;

21 B. Be represented by an exclusive representative, if any, in
22 collective bargaining; and

23 C. Engage in other concerted activities for the purpose of
24 collective bargaining.

25 2. Sworn law enforcement officers and correctional officers
26 subject to this paragraph may seek recognition in order to organize and bargain collectively
27 in good faith with the Sheriff or the Sheriff's designee concerning the following matters:

28 A. Compensation, excluding salary, wages, and those
29 benefits determined, offered, administered, controlled, or managed by the County
30 Commissioners of Charles County;

1 B. Leave, holidays, and vacations; and

2 C. Hours, working conditions, and job security.

3 3. A. SWORN LAW ENFORCEMENT OFFICERS
4 SUBJECT TO THIS PARAGRAPH MAY SEEK RECOGNITION IN ORDER TO ORGANIZE
5 AND BARGAIN COLLECTIVELY IN GOOD FAITH WITH THE COUNTY COMMISSIONERS
6 OF CHARLES COUNTY AND THE SHERIFF, OR THE SHERIFF'S DESIGNEE,
7 CONCERNING MERIT STEP INCREASES AND THOSE BENEFITS DETERMINED,
8 OFFERED, ADMINISTERED, CONTROLLED, OR MANAGED BY THE COUNTY
9 COMMISSIONERS OF CHARLES COUNTY.

10 B. CORRECTIONAL OFFICERS SUBJECT TO THIS
11 PARAGRAPH MAY SEEK RECOGNITION IN ORDER TO ORGANIZE AND BARGAIN
12 COLLECTIVELY IN GOOD FAITH WITH THE COUNTY COMMISSIONERS OF CHARLES
13 COUNTY AND THE SHERIFF, OR THE SHERIFF'S DESIGNEE, CONCERNING SALARY,
14 WAGES, AND THOSE BENEFITS DETERMINED, OFFERED, ADMINISTERED,
15 CONTROLLED, OR MANAGED BY THE COUNTY COMMISSIONERS OF CHARLES
16 COUNTY.

17 4. 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. IF A DISCUSSION UNDER SUBSUBSUBPARAGRAPH A
21 OF THIS SUBSUBPARAGRAPH LEADS TO A RESOLUTION OR ADJUSTMENT OF A
22 DISPUTE, THE RESOLUTION OR ADJUSTMENT MAY NOT BE INCONSISTENT WITH THE
23 TERMS OF A COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT.

24 [4.] 5. A sworn law enforcement officer or correctional
25 officer who is not a member of a bargaining unit with an exclusive representative may be
26 required to pay a proportional service fee for costs associated with the administration and
27 enforcement of any agreement that benefits the affected employees. An exclusive
28 representative shall be selected in accordance with the procedures set forth in
29 subparagraph (v) of this paragraph.

30 [5.] 6. This paragraph does not require that sworn law
31 enforcement officers and correctional officers be represented by the same exclusive
32 representative.

33 (iv) The Sheriff and the Office of the Sheriff for Charles County,
34 through their appropriate officers and employees, may:

35 1. Determine the:

- 1 A. Mission;
- 2 B. Budget;
- 3 C. Organization;
- 4 D. Numbers, types, and grades of employees assigned;
- 5 E. Work projects, tours of duty, and methods, means, and
6 personnel by which its operations are conducted;
- 7 F. Technology needs;
- 8 G. Internal security practices; and
- 9 H. Relocation of its facilities;
- 10 2. Maintain and improve the efficiency and effectiveness of
11 governmental operations;
- 12 3. Determine the services to be rendered, operations to be
13 performed, and technology to be used;
- 14 4. Determine the overall methods, processes, means, and
15 classes of work or personnel by which governmental operations are to be conducted;
- 16 5. Hire, direct, supervise, and assign employees;
- 17 6. A. Promote, demote, discipline, discharge, retain, and
18 lay off employees; and
- 19 B. Terminate employment because of lack of funds, lack of
20 work, a determination by the employer that continued work would be inefficient or
21 nonproductive, or for other legitimate reasons;
- 22 7. Set the qualifications of employees for appointment and
23 promotions;
- 24 8. Set standards of conduct;
- 25 9. Adopt office rules, regulations, and procedures;
- 26 10. Provide a system of merit employment according to a
27 standard of business efficiency; and
- 28 11. Take actions, not otherwise specified in this paragraph, to
29 carry out the mission of the Office of the Sheriff of Charles County.

1 (v) 1. Except as provided in subparagraph 2 of this
2 subparagraph, an exclusive representative may not be recognized by **THE COUNTY**
3 **COMMISSIONERS OF CHARLES COUNTY OR** the Sheriff unless that representative is
4 selected and certified by the Department of Labor, Licensing, and Regulation.

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

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

13 4. **A. EXCEPT AS PROVIDED IN**
14 **SUBSUBSUBPARAGRAPH B OF THIS SUBSUBPARAGRAPH, AN EXCLUSIVE**
15 **REPRESENTATIVE SHALL BE DEEMED DECERTIFIED IF A PETITION IS SUBMITTED TO**
16 **THE COUNTY COMMISSIONERS OF CHARLES COUNTY AND THE SHERIFF THAT IS**
17 **SIGNED BY 51% OF THE SWORN LAW ENFORCEMENT OFFICERS OR CORRECTIONAL**
18 **OFFICERS INDICATING THEIR DESIRE TO DECERTIFY THE EXCLUSIVE**
19 **REPRESENTATIVE.**

20 **B. IF THE EXCLUSIVE REPRESENTATIVE WISHES TO**
21 **CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER**
22 **SUBSUBSUBPARAGRAPH A OF THIS SUBSUBPARAGRAPH, WITHIN 20 DAYS AFTER**
23 **SUBMISSION OF THE PETITION, THE EXCLUSIVE REPRESENTATIVE MAY REQUEST A**
24 **SECRET BALLOT ELECTION.**

25 **C. THE SECRET BALLOT ELECTION SHALL BE**
26 **CONDUCTED BY AN IMPARTIAL UMPIRE SELECTED JOINTLY BY THE PARTICIPATING**
27 **PARTIES FROM A LIST OF UMPIRES PROVIDED BY THE AMERICAN ARBITRATION**
28 **ASSOCIATION.**

29 **D. THE COSTS ASSOCIATED WITH THE APPOINTMENT OF**
30 **THE IMPARTIAL UMPIRE SHALL BE SHARED EQUALLY BY THE EXCLUSIVE**
31 **REPRESENTATIVE AND CHARLES COUNTY.**

32 **E. IF AT LEAST 51% OF THE EMPLOYEES IN THE**
33 **BARGAINING UNIT VOTE IN FAVOR OF DECERTIFICATION DURING THE SECRET**
34 **BALLOT ELECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE DECERTIFIED.**

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

1 **B. IF THE COUNTY COMMISSIONERS OF CHARLES**
 2 **COUNTY ARE A PARTY TO COLLECTIVE BARGAINING, THE COUNTY COMMISSIONERS**
 3 **MAY DESIGNATE AT LEAST ONE, BUT NOT MORE THAN FOUR, INDIVIDUALS TO**
 4 **REPRESENT THE COUNTY COMMISSIONERS IN COLLECTIVE BARGAINING.**

5 **C.** The exclusive representative shall designate at least one,
 6 but not more than [three] **FOUR**, individuals to represent the exclusive representative in
 7 collective bargaining.

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

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

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

15 5. Negotiations for an agreement shall begin on or before
 16 each [July] **SEPTEMBER** 1 of the year before the expiration of any existing agreement.

17 (vii) To the extent that any matters negotiated between the Sheriff,
 18 **THE COUNTY COMMISSIONERS OF CHARLES COUNTY**, and the collective bargaining
 19 unit require legislative approval or the appropriation of funds, the matters shall be
 20 recommended to the General Assembly for the approval of legislation or to the County
 21 Commissioners for the appropriation of funds.

22 (viii) An agreement is not valid if it extends for less than 1 year or for
 23 more than [2] 4 years.

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

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

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

31 **B. IF THE COUNTY COMMISSIONERS OF CHARLES**
 32 **COUNTY ARE A PARTY TO THE AGREEMENT, THE AGREEMENT SHALL BE SIGNED BY**
 33 **THE COUNTY COMMISSIONERS IN ADDITION TO THE SIGNATORIES REQUIRED**
 34 **UNDER SUBSUBSUBPARAGRAPH A OF THIS SUBSUBPARAGRAPH.**

1 4. An agreement is not effective until it is ratified by [the]:

2 A. THE Sheriff;

3 B. IF THE COUNTY COMMISSIONERS OF CHARLES
4 COUNTY ARE A PARTY TO THE COLLECTIVE BARGAINING, THE COUNTY
5 COMMISSIONERS; and

6 C. [a] A majority of the votes cast by the employees in the
7 bargaining unit.

8 5. A modification to an existing agreement is not valid unless
9 it is in writing and ratified by [the]:

10 A. THE Sheriff;

11 B. IF THE COUNTY COMMISSIONERS OF CHARLES
12 COUNTY ARE A PARTY TO THE COLLECTIVE BARGAINING, THE COUNTY
13 COMMISSIONERS; and

14 C. [a] A majority of the votes cast by the employees in the
15 bargaining unit.

16 (X) IF THERE IS A CONFLICT BETWEEN AN EXISTING
17 COLLECTIVE BARGAINING AGREEMENT AND A RULE OR REGULATION ADOPTED BY
18 CHARLES COUNTY, INCLUDING MERIT SYSTEM OR OTHER PERSONNEL
19 REGULATIONS, THE TERMS OF THE AGREEMENT SHALL PREVAIL UNLESS
20 OTHERWISE PROHIBITED BY LAW.

21 (XI) 1. IF THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF,
22 AND, IF A PARTY TO COLLECTIVE BARGAINING, THE COUNTY COMMISSIONERS ARE
23 UNABLE TO REACH AN AGREEMENT ON OR BEFORE JANUARY 15, ANY PARTY MAY
24 SEEK MEDIATION THROUGH THE FEDERAL MEDIATION AND CONCILIATION
25 SERVICE.

26 2. A PARTY SEEKING MEDIATION UNDER
27 SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH SHALL PROVIDE WRITTEN NOTICE
28 TO THE OTHER PARTIES AND THE FEDERAL MEDIATION AND CONCILIATION
29 SERVICE AT LEAST 15 DAYS BEFORE THE ANTICIPATED FIRST MEDIATION MEETING.

30 3. THE PARTIES SHALL SHARE THE COSTS OF THE
31 SERVICES OF THE MEDIATOR AS FOLLOWS:

1 **A. THE EXCLUSIVE REPRESENTATIVE SHALL PAY HALF**
2 **OF THE COSTS;**

3 **B. IF THE COUNTY COMMISSIONERS AND THE SHERIFF**
4 **ARE BOTH PARTIES TO THE NEGOTIATIONS GIVING RISE TO THE MEDIATION, THE**
5 **COUNTY COMMISSIONERS AND THE SHERIFF SHALL EACH PAY ONE-QUARTER OF**
6 **THE COSTS; AND**

7 **C. IF THE COUNTY COMMISSIONERS OF CHARLES**
8 **COUNTY ARE NOT A PARTY TO THE NEGOTIATIONS GIVING RISE TO THE MEDIATION,**
9 **THE SHERIFF SHALL PAY HALF OF THE COSTS.**

10 **4. COSTS INCURRED BY A PARTY TO PREPARE, APPEAR,**
11 **OR SECURE REPRESENTATION, EXPERT WITNESSES, OR EVIDENCE OF ANY KIND**
12 **SHALL BE BORNE EXCLUSIVELY BY THAT PARTY.**

13 **5. THE PARTIES SHALL ENGAGE IN MEDIATION FOR AT**
14 **LEAST 30 DAYS UNLESS THE PARTIES MUTUALLY AGREE IN WRITING TO THE**
15 **TERMINATION OR EXTENSION OF THE MEDIATION OR REACH AN AGREEMENT.**

16 **6. THE CONTENTS OF A MEDIATION PROCEEDING**
17 **UNDER THIS SUBPARAGRAPH MAY NOT BE DISCLOSED BY THE PARTIES OR THE**
18 **MEDIATOR.**

19 **(XII) 1. IF THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF,**
20 **AND, IF A PARTY TO COLLECTIVE BARGAINING, THE COUNTY COMMISSIONERS OF**
21 **CHARLES COUNTY HAVE NOT REACHED AN AGREEMENT ON OR BEFORE MARCH 1,**
22 **OR ANY LATER DATE DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES:**

23 **A. ANY PARTY MAY DECLARE A BARGAINING IMPASSE;**

24 **B. THE PARTY DECLARING A BARGAINING IMPASSE**
25 **UNDER ITEM A OF THIS SUBSUBPARAGRAPH SHALL ~~CHOOSE~~ REQUEST A LIST OF**
26 **ARBITRATORS TO BE PROVIDED TO THE PARTIES BY THE FEDERAL MEDIATION AND**
27 **CONCILIATION SERVICE OR UNDER THE LABOR ARBITRATION RULES OF THE**
28 **AMERICAN ARBITRATION ASSOCIATION; AND**

29 **C. WITHIN 3 DAYS AFTER THE PARTIES' RECEIPT OF THE**
30 **LIST ~~CHOSEN~~ PROVIDED UNDER ITEM B OF THIS SUBSUBPARAGRAPH, THE PARTIES**
31 **SHALL SELECT AN ARBITRATOR BY ALTERNATIVE STRIKING OF NAMES FROM THE**
32 **LIST.**

1 **2. ON OR BEFORE MARCH 15, OR ANY LATER DATE**
2 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE PARTIES SHALL**
3 **SUBMIT TO THE ARBITRATOR:**

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 FINAL OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE**
8 **PARTIES PREVIOUSLY DID NOT AGREE.**

9 **3. A. ON OR BEFORE MARCH 30, OR ANY LATER DATE**
10 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL**
11 **HOLD A CLOSED HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE, AND**
12 **PLACE WITHIN CHARLES COUNTY SELECTED BY THE ARBITRATOR.**

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

16 **4. 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 **5. ONCE THE PARTIES HAVE SUBMITTED THEIR**
23 **POSITIONS INTO THE RECORD, EACH PARTY SHALL HAVE AN OPPORTUNITY TO**
24 **~~REVIEW~~ REVISE ITS FINAL POSITION BEFORE THE RECORD IS CLOSED AND THE**
25 **MATTER IS SUBMITTED TO THE ARBITRATOR FOR A DETERMINATION.**

26 **6. ON OR BEFORE APRIL 15, OR ANY LATER DATE**
27 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL**
28 **ISSUE A REPORT:**

29 **A. SELECTING THE FINAL OFFER SUBMITTED BY THE**
30 **PARTIES THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN**
31 **VIEWS AS A WHOLE; AND**

1 **B. STATING THE REASONS THAT THE ARBITRATOR**
2 **FOUND THE FINAL OFFER TO BE MORE REASONABLE.**

3 **7. IN DETERMINING WHICH FINAL OFFER IS MORE**
4 **REASONABLE UNDER SUBSUBPARAGRAPH 6 OF THIS SUBPARAGRAPH, THE**
5 **ARBITRATOR MAY CONSIDER ONLY:**

6 **A. PAST COLLECTIVE BARGAINING AGREEMENTS**
7 **BETWEEN THE PARTIES, INCLUDING THE BARGAINING HISTORY THAT LED TO THE**
8 **COLLECTIVE BARGAINING AGREEMENT AND THE PRECOLLECTIVE BARGAINING**
9 **HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING**
10 **CONDITIONS;**

11 **B. IN AN ARBITRATION TO WHICH THE EXCLUSIVE**
12 **REPRESENTATIVE OF SWORN LAW ENFORCEMENT OFFICERS IS A PARTY, A**
13 **COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS OF**
14 **EMPLOYMENT OF LAW ENFORCEMENT OFFICERS EMPLOYED IN OTHER**
15 **JURISDICTIONS IN THE STATE;**

16 **C. IN AN ARBITRATION TO WHICH THE EXCLUSIVE**
17 **REPRESENTATIVE OF SWORN LAW ENFORCEMENT OFFICERS IS A PARTY, A**
18 **COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS OF**
19 **EMPLOYMENT OF LAW ENFORCEMENT OFFICERS FROM THE PRIMARY POLICE OR**
20 **SHERIFF'S DEPARTMENTS IN ALL COUNTIES IN THE STATE;**

21 **D. IN AN ARBITRATION TO WHICH THE EXCLUSIVE**
22 **REPRESENTATIVE OF CORRECTIONAL OFFICERS IS A PARTY, A COMPARISON OF**
23 **WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS OF EMPLOYMENT OF**
24 **CORRECTIONAL OFFICERS EMPLOYED IN OTHER JURISDICTIONS IN THE STATE;**

25 **E. A COMPARISON OF WAGES, HOURS, BENEFITS, AND**
26 **OTHER CONDITIONS OF EMPLOYMENT OF EMPLOYEES WORKING FOR CHARLES**
27 **COUNTY;**

28 **F. THE COSTS OF THE RESPECTIVE PROPOSALS OF THE**
29 **PARTIES;**

30 **G. THE CONDITION OF THE GENERAL OPERATING FUND**
31 **OF CHARLES COUNTY, THE ABILITY OF THE SHERIFF AND CHARLES COUNTY TO**
32 **FINANCE ANY ECONOMIC ADJUSTMENTS REQUIRED UNDER THE PROPOSED**
33 **COLLECTIVE BARGAINING AGREEMENT, AND THE POTENTIAL IMPACT OF THE**
34 **PARTIES' FINAL OFFERS ON THE BOND RATING OF CHARLES COUNTY;**

1 **H. THE ANNUAL INCREASE OR DECREASE IN CONSUMER**
2 **PRICES FOR GOODS AND SERVICES AS REFLECTED IN THE MOST RECENT CONSUMER**
3 **PRICE INDEX FOR THE WASHINGTON-ARLINGTON-ALEXANDRIA,**
4 **DC-VA-MD-WV METROPOLITAN STATISTICAL AREA PUBLISHED BY THE**
5 **FEDERAL BUREAU OF LABOR STATISTICS;**

6 **I. THE ANNUAL INCREASE OR DECREASE IN THE COST**
7 **OF LIVING IN THE STATISTICAL AREAS DESCRIBED IN ITEM H OF THIS**
8 **SUBSUBPARAGRAPH AS COMPARED TO THE NATIONAL AVERAGE AND TO OTHER**
9 **COMPARABLE METROPOLITAN AREAS;**

10 **J. THE ANNUAL INCREASE OR DECREASE IN THE COST**
11 **OF LIVING IN CHARLES COUNTY;**

12 **K. RECRUITMENT AND RETENTION DATA;**

13 **L. THE SPECIAL NATURE OF THE WORK PERFORMED BY**
14 **THE EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF EMPLOYMENT,**
15 **PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB TRAINING AND**
16 **SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON THOSE EMPLOYEES AS**
17 **COMPARED TO OTHER CHARLES COUNTY SHERIFF EMPLOYEES;**

18 **M. THE INTEREST AND WELFARE OF THE PUBLIC AND**
19 **THE EMPLOYEES IN THE BARGAINING UNIT; AND**

20 **N. STIPULATIONS OF THE PARTIES REGARDING ANY OF**
21 **THE ITEMS UNDER THIS SUBSUBPARAGRAPH.**

22 **8. THE ARBITRATOR MAY NOT:**

23 **A. RECEIVE OR CONSIDER THE HISTORY OF COLLECTIVE**
24 **BARGAINING RELATED TO THE IMMEDIATE DISPUTE, INCLUDING ANY OFFERS OF**
25 **SETTLEMENT NOT CONTAINED IN THE FINAL OFFER SUBMITTED TO THE**
26 **ARBITRATOR, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;**

27 **B. COMBINE FINAL OFFERS OR ALTER THE FINAL OFFER**
28 **THAT THE ARBITRATOR SELECTS, UNLESS THE PARTIES MUTUALLY AGREE**
29 **OTHERWISE; OR**

30 **C. SELECT AN OFFER IN WHICH THE CONDITIONS OF**
31 **EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES, OR WAGES TO BE PAID ARE**
32 **UNREASONABLE.**

1 **9. A. THE ARBITRATOR SHALL SUBMIT THE REPORT**
2 **ISSUED UNDER SUBSUBPARAGRAPH 6 OF THIS SUBPARAGRAPH TO THE COUNTY**
3 **COMMISSIONERS, THE SHERIFF, AND THE EXCLUSIVE REPRESENTATIVE.**

4 **B. THE RECOMMENDATIONS OF THE ARBITRATOR ARE**
5 **NOT BINDING ON THE COUNTY COMMISSIONERS, THE SHERIFF, OR THE EXCLUSIVE**
6 **REPRESENTATIVE.**

7 **C. EXCEPT AS PROVIDED IN SUBSUBSUBPARAGRAPH D**
8 **OF THIS SUBSUBPARAGRAPH, THE SHERIFF AND, IF A PARTY TO COLLECTIVE**
9 **BARGAINING, THE COUNTY COMMISSIONERS MAY ADOPT OR REJECT A**
10 **RECOMMENDATION OF THE ARBITRATOR.**

11 **D. ~~IF~~ SUBJECT TO SUBSUBSUBPARAGRAPH E OF THIS**
12 **SUBSUBPARAGRAPH, IF A RECOMMENDATION OF THE ARBITRATOR REQUIRES AN**
13 **APPROPRIATION OF FUNDS, ONLY THE COUNTY COMMISSIONERS MAY ADOPT OR**
14 **REJECT THE RECOMMENDATION.**

15 **E. THE COUNTY COMMISSIONERS MAY NOT ACCEPT A**
16 **RECOMMENDATION OF THE ARBITRATOR THAT REQUIRES AN APPROPRIATION OF**
17 **FUNDS UNLESS THE COUNTY COMMISSIONERS AND THE SHERIFF FIRST AGREE ON**
18 **THE FUNDING SOURCE FOR THE APPROPRIATION.**

19 **F. THE PARTIES SHALL ACCEPT OR REJECT THE**
20 **ARBITRATOR'S RECOMMENDATIONS WITHIN 30 DAYS AFTER THE SUBMISSION OF**
21 **THE REPORT TO THE PARTIES UNDER SUBSUBSUBPARAGRAPH A OF THIS**
22 **SUBSUBPARAGRAPH.**

23 **10. THE PARTIES SHALL SHARE THE COSTS OF THE**
24 **SERVICES OF THE ARBITRATOR AS FOLLOWS:**

25 **A. THE EXCLUSIVE REPRESENTATIVE SHALL PAY HALF**
26 **OF THE COSTS;**

27 **B. IF THE COUNTY COMMISSIONERS AND THE SHERIFF**
28 **ARE BOTH PARTIES TO THE NEGOTIATIONS GIVING RISE TO THE ARBITRATION, THE**
29 **COUNTY COMMISSIONERS AND THE SHERIFF SHALL EACH PAY ONE-QUARTER OF**
30 **THE COSTS; AND**

31 **C. IF THE COUNTY COMMISSIONERS OF CHARLES**
32 **COUNTY ARE NOT A PARTY TO THE NEGOTIATIONS GIVING RISE TO THE**
33 **ARBITRATION, THE SHERIFF SHALL PAY HALF OF THE COSTS.**

1 11. COSTS INCURRED BY A PARTY TO PREPARE, APPEAR,
2 OR SECURE REPRESENTATION, EXPERT WITNESSES, OR EVIDENCE OF ANY KIND
3 SHALL BE BORNE EXCLUSIVELY BY THAT PARTY.

4 12. NOTHING IN THIS SUBPARAGRAPH SHALL BE
5 CONSTRUED TO PROHIBIT THE PARTIES FROM REACHING A VOLUNTARY
6 SETTLEMENT ON ANY UNRESOLVED ISSUES AT ANY TIME BEFORE OR AFTER THE
7 ISSUANCE OF THE RECOMMENDATIONS BY THE ARBITRATOR.

8 (XIII) IF A COLLECTIVE BARGAINING AGREEMENT EXPIRES AFTER
9 THE EXCLUSIVE REPRESENTATIVE HAS GIVEN NOTICE OF ITS DESIRE TO ENTER
10 INTO COLLECTIVE BARGAINING FOR A SUCCESSOR COLLECTIVE BARGAINING
11 AGREEMENT, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING
12 AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EARLIER OF:

13 1. THE PARTIES REACHING A NEW AGREEMENT; OR

14 2. 180 DAYS FROM THE DATE THE PARTY OR PARTIES
15 REJECT THE ARBITRATOR'S RECOMMENDATIONS.

16 (XIV) IF THE PARTIES FAIL TO REACH A NEW AGREEMENT WITHIN
17 THE 180-DAY TIME PERIOD UNDER SUBPARAGRAPH (XIII)2 OF THIS PARAGRAPH,
18 THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING AGREEMENT
19 SHALL CEASE TO BE EFFECTIVE.

20 [(x)] ~~(xiv)~~ (XV) This paragraph does not authorize a sworn law
21 enforcement officer or correctional officer to engage in a strike as defined in § 3-303 of the
22 State Personnel and Pensions Article.

23 [(xi)] ~~(xv)~~ (XVI) Nothing in this paragraph shall be construed as
24 subjecting disciplinary matters or the disciplinary process to negotiation as part of the
25 collective bargaining process.

26 SECTION 2. AND BE IT FURTHER ENACTED, That, if the sworn law enforcement
27 officers or correctional officers of Charles County seek to collectively bargain under
28 § 2-309(j)(5)(iii)3 of the Courts Article, as enacted by Section 1 of this Act, the Sheriff and
29 the County Commissioners of Charles County shall recognize the exclusive representative
30 of the sworn law enforcement officers or the exclusive representative of correctional officers
31 as of September 30, 2016, as the exclusive representative of those respective employees
32 unless the exclusive representative is decertified in accordance with § 2-309(j)(5)(v)4 of the
33 Courts Article, as enacted by Section 1 of this Act.

34 SECTION ~~2~~ 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
35 October 1, 2016.