

SENATE BILL 206

D1, D2

9lr1297

By: **The President (By Request – Department of Legislative Services – Code Revision)**

Introduced and read first time: January 23, 2019

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Code Revision – Courts – Sheriffs’ Salaries and Expenses**

3 FOR the purpose of revising, restating, and recodifying the laws of this State relating to
4 sheriffs’ salaries and expenses; clarifying language; making certain technical and
5 stylistic changes; providing for the construction of this Act; providing for the effect
6 and construction of certain provisions of this Act; authorizing the publisher of the
7 Annotated Code to make certain corrections in a certain manner; and generally
8 relating to Maryland law relating to sheriffs.

9 BY renumbering

10 Article – Courts and Judicial Proceedings
11 Section 2–309, 2–310, and 2–311, respectively
12 to be Section 2–313, 2–309, and 2–310, respectively
13 Annotated Code of Maryland
14 (2013 Replacement Volume and 2018 Supplement)

15 BY adding to

16 Article – Courts and Judicial Proceedings
17 New part designation “Part I. General Provisions” to immediately precede Section
18 2–301
19 Annotated Code of Maryland
20 (2013 Replacement Volume and 2018 Supplement)

21 BY repealing and reenacting, without amendments,

22 Article – Courts and Judicial Proceedings
23 Section 2–301
24 Annotated Code of Maryland
25 (2013 Replacement Volume and 2018 Supplement)

26 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Courts and Judicial Proceedings
2 New part designation “Part II. Sheriffs’ Salaries” to immediately precede Section
3 2–313
4 Annotated Code of Maryland
5 (2013 Replacement Volume and 2018 Supplement)
6 (As enacted by Section 1 of this Act)

7 BY repealing and reenacting, with amendments,
8 Article – Courts and Judicial Proceedings
9 Section 2–313
10 Annotated Code of Maryland
11 (2013 Replacement Volume and 2018 Supplement)
12 (As enacted by Section 1 of this Act)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
14 That Sections(s) 2–309, 2–310, and 2–311, respectively, of Article – Courts and Judicial
15 Proceedings of the Annotated Code of Maryland be renumbered to be Section(s) 2–313,
16 2–309, and 2–310, respectively.

17 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
18 as follows:

19 **Article – Courts and Judicial Proceedings**

20 **PART I. GENERAL PROVISIONS.**

21 2–301.

22 (a) Except as provided in § 2–302 of this subtitle, the sheriff shall serve all papers
23 directed to him according to their instructions, within the time set by the court.

24 (b) (1) A sheriff may serve papers in a county other than the county of which
25 he is sheriff; or

26 (2) The clerk may send a paper to the sheriff of another county for service
27 by him. After serving the paper the sheriff shall file a return with the court from which it
28 was issued.

29 **2–311. RESERVED.**

30 **2–312. RESERVED.**

31 **PART II. SHERIFFS’ SALARIES.**

32 2–313.

1 (a) The sheriff **AND DEPUTY SHERIFFS** of a county [and his deputies] shall
2 [receive]:

3 (1) **RECEIVE** the annual salaries provided by this [section] **PART** for
4 performing the duties required of them by the Constitution and the laws of this State[.
5 They shall be]; **AND**

6 (2) **BE** reimbursed for expenses as provided by law.

7 (B) (1) **A DEPUTY SHERIFF SHALL PERFORM THE DUTIES INCIDENTAL TO**
8 **THE OFFICE AS ARE ASSIGNED BY THE SHERIFF.**

9 (2) **ALL DEPUTY SHERIFFS' SALARIES SHALL BE PAID AT LEAST ONCE**
10 **EACH MONTH.**

11 [(a-1)] (C) The government of each county shall [furnish]:

12 (1) **FURNISH** an office for the sheriff [and pay];

13 (2) **PAY** the necessary expenses for telephones, stationery, and [for] other
14 purposes[.]; and [unless]

15 (3) **UNLESS** otherwise provided by law, [shall] provide for [the]:

16 (I) **THE** necessary traveling expenses of the sheriff for conveying
17 prisoners to any penal institution in the State; and [other]

18 (II) **OTHER** necessary traveling expenses.

19 REVISOR'S NOTE: This section is derived without substantive change from former
20 § 2-309(a), (a-1), and (z) of this subtitle.

21 In subsection (b)(2) of this section, the reference to "deputy sheriffs" salaries
22 is added for clarity.

23 **2-314.**

24 (A) **THIS SECTION APPLIES ONLY IN ALLEGANY COUNTY.**

25 (b) [(1)] The Sheriff of Allegany County shall receive the salary set by the
26 County Commissioners **OF ALLEGANY COUNTY** in accordance with Title 28, Subtitle 1 of
27 the Local Government Article.

28 [(2)] (C) (1) The Sheriff shall appoint not less than five deputies at
29 salaries determined by the Sheriff's budget who are under the county classified service[;

1 at].

2 (2) AT least one of [these] THE deputies shall be assigned by the Sheriff to
3 [execute]:

4 (I) EXECUTE process, orders, and directions for the juvenile
5 court[.]; and [to perform]

6 (II) PERFORM the other duties the Sheriff assigns.

7 [(3)] (D) (1) If authorized by the County Commissioners, the Sheriff
8 may employ a clerk–bookkeeper under the county classified service at a salary agreed
9 [upon] ON by the Sheriff and the County Commissioners.

10 (2) The clerk–bookkeeper shall perform the duties assigned by the Sheriff,
11 including the preparation of reports submitted by the Sheriff's Office to the grand jury or
12 the County Commissioners.

13 [(4)] (E) If the Sheriff [of Allegany County] approves after considering
14 personnel needs, the County Commissioners may authorize a deputy sheriff to perform
15 off–duty services for any person who agrees to pay a fee, including [hourly]:

16 (1) HOURLY rates for off–duty service[, any];

17 (2) ANY necessary insurance to be determined by the COUNTY
18 Commissioners[, any];

19 (3) ANY fringe benefits[.]; and [the]

20 (4) THE reasonable rental cost of uniforms or other equipment used by any
21 off–duty personnel.

22 [(5)] (F) (1) The Sheriff, with the approval of the County
23 Commissioners, may appoint a chief deputy sheriff who shall perform all legal functions of
24 the Sheriff during any temporary absence, sickness, vacation, or vacancy of [Office]
25 OFFICE of the Sheriff.

26 (2) The Sheriff may appoint as chief deputy a person who has not served
27 as a deputy sheriff.

28 (3) The chief deputy sheriff [shall]:

29 (I) SHALL serve at the Sheriff's pleasure[.]; and [is]

1 **(II)** **IS** not under the county classified service.

2 **[(6) (i) (G) (1)]** This subsection does not apply to officers in the
3 Sheriff's Office at a rank of lieutenant or above.

4 **[(ii) (2)]** Deputies, officers, and civilian employees of the Sheriff's
5 Office, including the **[Allegany County] COUNTY** jail, have the right to organize and
6 bargain collectively with the Sheriff concerning wages and benefits, hours, working
7 conditions, discipline procedures, and job security issues through a labor organization
8 selected by the majority of the deputies, officers, and civilian employees.

9 **[(iii) (3)]** The Sheriff shall meet with the labor organization and
10 engage in good faith negotiations to reach a written agreement on wages and benefits,
11 hours, working conditions, discipline procedures, and job security issues.

12 **[(iv) (4)]** If the labor organization and the Sheriff are unable to
13 reach an agreement during the collective bargaining process, either the labor organization
14 or the Sheriff may seek nonbinding mediation through the Federal Mediation and
15 Conciliation Service by giving at least 15 **[days] DAYS'** notice to the other party and to the
16 Federal Mediation and Conciliation Service.

17 **[(v) 1.] (5) (I)]** If the Sheriff and the labor organization are
18 unable to agree to the interpretation or application of a written agreement entered under
19 this subsection, the Sheriff or the labor organization may demand arbitration before a
20 neutral labor arbitrator in accordance with this paragraph.

21 **[2.] (II)]** An arbitration initiated under this paragraph shall
22 be conducted before a single arbitrator.

23 **[3.] (III) 1.]** The arbitrator shall be selected to hear the
24 dispute from a panel of seven arbitrators who are members of the National Academy of
25 Arbitrators.

26 **2.]** The panel shall be requested from the Federal Mediation
27 and Conciliation Service.

28 **[4.] (IV)]** The parties shall select an arbitrator by alternative
29 strikes from the panel.

30 **[5.] (V)]** The arbitrator selected may schedule a hearing,
31 issue subpoenas to compel the testimony of witnesses and the production of documents,
32 administer oaths, and declare the record closed.

33 **[6.] (VI)]** The written decision of the arbitrator shall be:

34 **[A.] 1.]** Final and binding on the Sheriff, employee, and the

1 labor organization to the extent the decision addresses wages and benefits; and

2 [B.] 2. Nonbinding to the extent the decision addresses
3 hours, working conditions, discipline procedures, and job security issues.

4 [7.] (VII) The Sheriff and labor organization shall share
5 equally in the costs of the arbitration proceeding.

6 [(vi)] (6) This subsection may not be construed to authorize an
7 employee of the Sheriff's Office or of the [Allegany County] COUNTY jail to engage in a
8 strike.

9 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
10 the scope of the section.

11 Subsections (b) through (g) of this section are derived without substantive
12 change from former § 2-309(b) this subtitle.

13 In subsection (b) of this section, the reference to the County Commissioners
14 "of Allegany County" is added for clarity.

15 **2-315.**

16 (A) **THIS SECTION APPLIES ONLY IN ANNE ARUNDEL COUNTY.**

17 [(c) (1)] (B) The [annual salary of the] Sheriff of Anne Arundel County shall
18 [be] **RECEIVE AN ANNUAL SALARY OF:**

19 [(i)] (1) \$128,657 for calendar year 2014; and

20 [(ii)] (2) \$133,000 for calendar year 2015 and each subsequent
21 calendar year.

22 [(2) (i)] (C) (1) The Sheriff [of Anne Arundel County] shall appoint
23 deputies at a salary as provided by the County Council **OF ANNE ARUNDEL COUNTY.**

24 [(ii)] (2) The Sheriff may appoint a chief deputy who shall serve at
25 the pleasure of the Sheriff.

26 [(3)] (D) Employees in the Sheriff's Office shall be in the county merit
27 system.

28 [(4)] (E) In case of emergency, the Sheriff may temporarily deputize any
29 able-bodied citizen to assist the Sheriff in carrying out the duties of the Sheriff's Office.

30 [(5)] (F) The Sheriff and the deputies whose duties require the use of

1 automobiles shall be furnished at no expense with suitable automobiles and any necessary
2 maintenance, repairs, or upkeep by the County Council.

3 **[(6) (i) (G) (1)]** The Sheriff may appoint part-time deputies as
4 provided in the county budget.

5 **[(ii) (2)]** A part-time deputy appointed under this [paragraph]
6 **SUBSECTION** may not work more than 24 hours per week.

7 **[(iii) (3)]** The Sheriff may set the rate of pay for a part-time deputy.

8 **[(iv) (4)]** A part-time deputy appointed under this [paragraph]
9 **SUBSECTION** is not eligible for any benefits that are provided to county employees,
10 including pension benefits, unless approved by the County Council.

11 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
12 the scope of the section.

13 Subsections (b) through (g) of this section are derived without substantive
14 change from former § 2-309(c) of this subtitle.

15 In subsection (c)(1) of this section, the reference to the County Council "of
16 Anne Arundel County" is added for clarity.

17 **2-316.**

18 **(A) THIS SECTION APPLIES ONLY IN BALTIMORE CITY.**

19 **[(d) (1) (i) (B)]** [In Baltimore City, the Sheriff] **THE SHERIFF OF**
20 **BALTIMORE CITY** shall receive [an]:

21 **(1) AN** expense allowance of \$750 two times per year; and [a]

22 **(2) AN ANNUAL** salary of:

23 **[1.] (I)** \$79,300 in calendar year 2007;

24 **[2.] (II)** \$84,600 in calendar year 2008;

25 **[3.] (III)** \$89,900 in calendar year 2009;

26 **[4.] (IV)** \$95,200 in calendar year 2010; and

27 **[5.] (V)** In calendar year 2011 and thereafter, no less than
28 the salary of a Command Staff 2 in the Baltimore City Police Department at the midpoint

1 in the pay scale.

2 **[(ii)] (C) (1)** The Sheriff[:

3 1. Shall] **SHALL** appoint [an]:

4 **(I) AN** undersheriff or chief deputy sheriff[, one];

5 **(II) ONE** assistant sheriff[, three];

6 **(III) THREE** deputy sheriff majors[, three];

7 **(IV) THREE** deputy sheriff captains[, six];

8 **(V) SIX** deputy sheriff lieutenants[, one];

9 **(VI) ONE** secretary sheriff[.]; and [one]

10 **(VII) ONE** fiscal clerk sheriff[; and].

11 **[2.] (2) [May] THE SHERIFF MAY** appoint up to a

12 maximum of:

13 **[A.] (I)** 9 deputy sheriff sergeants;

14 **[B.] (II)** 103 deputy sheriffs;

15 **[C.] (III)** 2 domestic violence clerks; and

16 **[D.] (IV)** 2 domestic violence advocates.

17 **[(iii) 1.] (D) (1)** Except [for deputy sheriffs, deputy sheriff
18 sergeants, and deputy sheriff lieutenants] **AS PROVIDED IN PARAGRAPH (2) OF THIS**
19 **SUBSECTION**, salaries for [these] employees **LISTED IN SUBSECTION (C) OF THIS**
20 **SECTION** shall be set by the Secretary of Budget and Management.

21 **[2.] (2) (I)** Salaries for deputy sheriffs shall be set at a
22 rate not less than the salary equivalent to grade 14 of the State pay scale.

23 **[3.] (II)** Salaries for deputy sheriff sergeants shall be set at a
24 rate not less than the salary equivalent to grade 16 of the State pay scale.

25 **[4.] (III)** Salaries for deputy sheriff lieutenants shall be set at
26 a rate not less than the salary equivalent to grade 18 of the State pay scale.

1 [(iv)] (E) (1) In addition to any other compensation received, each
2 deputy sheriff shall receive an expense allowance of \$400 annually for:

3 [1.] (I) Ammunition for practice sessions at the range;

4 [2.] (II) Clothing allowance to defray the cost of dry cleaning
5 and maintaining the clothing worn while on duty; and

6 [3.] (III) The purchase and maintenance of other items
7 necessary to fulfill duties that currently are not furnished by the Baltimore City Sheriff's
8 Department.

9 [(v)] (2) (I) A deputy sheriff who uses a personal automobile is
10 entitled to a monthly automobile allowance at the same rate paid to other State employees.

11 (II) Any Sheriff who is assigned a city-owned automobile may not
12 receive the monthly automobile expense allowance.

13 [(vi)] (3) (I) The Sheriff's Office shall also have assistants at the
14 compensation provided for in the annual ordinance of estimates of Baltimore City.

15 (II) Provisions shall also be made in the ordinance for the expenses
16 of the [Office of the Sheriff] **SHERIFF'S OFFICE**, including the purchase and maintenance
17 of motor vehicles.

18 [(vii)] (4) The Mayor and City Council of Baltimore have the same
19 power with respect to the salaries of the [Office of the Sheriff] **SHERIFF'S OFFICE** as they
20 have under the city charter with respect to the salaries of all municipal departments.

21 [(viii)] (5) Employees of the Sheriff's Office, except the Sheriff, shall
22 be selected according to the provisions of the State Personnel and Pensions Article.

23 [(2)] (F) (1) The Mayor and City Council shall pay monthly to the
24 Sheriff [of Baltimore City] one twelfth of the amount provided in the ordinance of estimates
25 for the expenses of the Sheriff's Office.

26 (2) Within 30 days after June 30th in each and every year the Sheriff [of
27 Baltimore City] shall pay to the Mayor and City Council [of Baltimore] any of the
28 unexpended expense funds advanced during the preceding year and render a detailed
29 account to the Mayor and City Council [of Baltimore] of all expense funds received and
30 expended by [him] **THE SHERIFF**.

31 (3) The Mayor and City Council [of Baltimore] shall reimburse the State
32 [of Maryland] for the administrative costs incurred because the employees of the Sheriff's
33 Office [of Baltimore City] are in the State Personnel Management System.

1 **[(3)] (G)** During the course of **[his] A DEPUTY SHERIFF'S** employment,
 2 any deputy sheriff of **[Baltimore City] THE CITY** may ride in **[Baltimore City] THE CITY**
 3 on public transportation of the Maryland Transit Administration without paying any fare
 4 if **[he] THE DEPUTY SHERIFF** shows proper identification regarding **[his position]**
 5 **EMPLOYMENT** as a deputy sheriff.

6 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
 7 the scope of the section.

8 Subsections (b) through (g) of this section are derived without substantive
 9 change from former § 2-309(d) of this subtitle.

10 In the introductory language of subsection (b)(2) of this section, the reference
 11 to an "annual" salary is added for clarity.

12 In subsection (d)(1) of this section, the phrase "[e]xcept as provided in
 13 paragraph (2) of this subsection" is substituted for the former phrase "[e]xcept
 14 for deputy sheriffs, deputy sheriff sergeants, and deputy sheriff lieutenants"
 15 for clarity. Similarly, the reference to "employees listed in subsection (c) of this
 16 section" is substituted for the former reference to "these employees".

17 **2-317.**

18 **(A) THIS SECTION APPLIES ONLY IN BALTIMORE COUNTY.**

19 **[(e) (1)] (B)** The Sheriff of Baltimore County shall receive an annual salary
 20 of:

21 **[(i)] (1)** \$75,000 for calendar year 2007;

22 **[(ii)] (2)** \$80,000 for calendar year 2008;

23 **[(iii)] (3)** \$85,000 for calendar year 2009; and

24 **[(iv)] (4)** \$90,000 for calendar year 2010 and each subsequent
 25 calendar year.

26 **[(2)] (C) (1)** The Sheriff shall appoint an under-sheriff and any
 27 number of deputies and any clerical assistant required by the duties of the office.

28 **(2)** The Sheriff may also appoint a number of deputies to the ranks of chief
 29 deputy, captain, lieutenant, and sergeant as **[his] THE SHERIFF'S** duties and
 30 responsibilities require.

31 **(3)** The cost and expense of **[these] THE** supervisory, administrative, and

1 clerical positions LISTED IN PARAGRAPHS (1) AND (2) OF THIS SUBSECTION, including
 2 salaries, shall be as provided in the budget of the county by the County Executive OF
 3 BALTIMORE COUNTY and as approved by the County Council OF BALTIMORE COUNTY.

4 (4) All full-time employees under this [subsection] SECTION are subject to
 5 the provisions of the county merit system and the rules and regulations passed by the
 6 County Council pursuant to the charter, as to qualifications, compensation, and other
 7 regulations.

8 (5) (I) [Part-time] EXCEPT AS PROVIDED IN SUBPARAGRAPH (II)
 9 OF THIS PARAGRAPH, PART-TIME deputies may not be employed by the Sheriff's Office.

10 (II) 1. [However, the] THE Sheriff may appoint as part-time
 11 deputies persons employed in specific plants, institutions, colleges, and hospitals situated
 12 within [Baltimore County] THE COUNTY who are limited to service only within the
 13 particular facility where they are employed[, and who].

14 2. A PART-TIME DEPUTY EMPLOYED UNDER THIS
 15 PARAGRAPH may not be compensated by [Baltimore County] THE COUNTY for [their
 16 services] THE PART-TIME DEPUTY'S SERVICE.

17 [(3) (i)] (D) (1) This [paragraph] SUBSECTION applies to all
 18 full-time deputy sheriffs in the [Baltimore County] Sheriff's Office at the rank of lieutenant
 19 and below.

20 [(ii) 1.] (2) (I) Full-time deputy sheriffs at the rank of
 21 lieutenant and below may:

22 [A.] 1. Take part in or refrain from taking part in forming,
 23 joining, supporting, or participating in a labor organization or its lawful activities;

24 [B.] 2. Select a labor organization as their exclusive
 25 representation unit;

26 [C.] 3. Engage in collective bargaining with the Baltimore
 27 County Administration, or its designee, concerning wages and benefits, not regulated by
 28 the Sheriff, through a labor organization certified as their exclusive representation unit;

29 [D.] 4. Subject to [subsubparagraph 2] SUBPARAGRAPH
 30 (II) of this [subparagraph] PARAGRAPH, enter into a collective bargaining agreement,
 31 through their exclusive representation unit, covering those wages and benefits not
 32 regulated by the Sheriff; and

33 [E.] 5. Decertify a labor organization as their exclusive
 34 representation unit.

1 **[2.] (II)** Any additional funding required as a result of a
2 negotiated collective bargaining agreement shall be subject to approval by the County
3 Council.

4 **[(iii) 1.] (3)** **(I)** A labor organization shall be deemed
5 certified as an exclusive representation unit if the following conditions are met:

6 **[A.] 1.** A petition for the labor organization to be
7 recognized by the Baltimore County Administration is signed by at least 51% of the deputy
8 sheriffs at the rank of lieutenant and below indicating their desire to be exclusively
9 represented by the petitioner for the purpose of collective bargaining; and

10 **[B.] 2.** The petition is submitted to the Baltimore County
11 Administration.

12 **[2.] (II)** If the Baltimore County Administration does not
13 challenge the validity of the petition within 10 calendar days following the receipt of the
14 petition, the labor organization shall be deemed certified as the exclusive representation
15 unit.

16 **[3.] (III)** If the Baltimore County Administration challenges
17 the validity of the petition, the American Arbitration Association shall be requested to
18 appoint a third-party neutral to conduct an election and to certify whether the labor
19 organization has been selected as the exclusive representation unit by a majority of the
20 votes cast in the election.

21 **[4.] (IV)** The costs associated with the American Arbitration
22 Association and the third-party neutral shall be shared equally by the parties.

23 **[(iv) 1.] (4)** **(I)** Following certification of an exclusive
24 representation unit as provided in [subparagraph (iii)] **PARAGRAPH (3)** of this
25 [paragraph] **SUBSECTION**, the parties shall meet at reasonable times and engage in
26 collective bargaining in good faith.

27 **[2.] (II)** The parties shall make every reasonable effort to
28 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
29 **SHERIFF'S OFFICE** of matters agreed on in its budget request to the County Council.

30 **[(v) 1.] (5)** **(I)** A collective bargaining agreement shall
31 contain all matters of agreement reached in the collective bargaining process.

32 **[2.] (II)** The agreement may contain a grievance procedure
33 providing for nonbinding arbitration of grievances.

34 **[3.] (III)** An agreement reached in accordance with this

1 [subparagraph] PARAGRAPH shall be in writing and signed by the designated
2 representatives of the parties involved in the collective bargaining negotiations.

3 [4. A.] (IV) 1. Subject to [subsubsubparagraph B]
4 SUBSUBPARAGRAPH 2 of this [subsubparagraph] SUBPARAGRAPH, an agreement is not
5 effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the
6 bargaining unit and the Baltimore County Administration.

7 [B.] 2. Additional funding, if any, required as a result of
8 the agreement shall be subject to the approval of the County Council.

9 [(vi)] (6) Nothing in this [paragraph] SUBSECTION may be
10 construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as
11 defined in § 3–303 of the State Personnel and Pensions Article.

12 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
13 the scope of the section.

14 Subsections (b) through (d) of this section are derived without substantive
15 change from former § 2–309(e) of this subtitle.

16 In subsection (c)(3) of this section, the references to the County Executive “of
17 Baltimore County” and the County Council “of Baltimore County” are added
18 for clarity.

19 **2–318.**

20 **(A) THIS SECTION APPLIES ONLY IN CALVERT COUNTY.**

21 [(f) (1) (i)] (B) (1) The Sheriff of Calvert County shall receive an
22 annual salary:

23 [1.] (I) Of \$90,480 for calendar year 2018; and

24 [2.] (II) Beginning in calendar year 2019, equal to the salary
25 of a Department of State Police lieutenant colonel, class code 5905 (grade 13, step 12).

26 [(ii) 1.] (2) (I) On or after January 1, 2011, the County
27 Commissioners **OF CALVERT COUNTY** may pay to the Sheriff additional compensation
28 equal to the amount of contributions the County Commissioners would have made to the
29 Calvert County Employees’ Savings Plan on behalf of the Sheriff for the years of service the
30 Sheriff accrued as the Sheriff [of Calvert County] prior to joining the Calvert County
31 Employees’ Savings Plan.

32 [2.] (II) The amount payable in [subsubparagraph 1 of this
33 subparagraph] SUBPARAGRAPH (I) OF THIS PARAGRAPH may be made in one or more

1 payments as deemed appropriate by the County Commissioners.

2 **[(2)] (C) (1)** The Sheriff may appoint deputy sheriffs in the number
3 and at the salary approved by the County Commissioners.

4 **(2) (I)** ~~[The deputy sheriffs]~~ **A DEPUTY SHERIFF** shall serve under the
5 direction of the Sheriff.

6 **(II)** Within ~~[one]~~ **1** year of ~~[their]~~ appointment, ~~[they]~~ **A DEPUTY**
7 **SHERIFF** shall complete the course prescribed for police officers by the Maryland Police
8 Training and Standards Commission.

9 **(III) 1.** ~~[The deputy sheriffs]~~ **EXCEPT AS PROVIDED IN**
10 **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, A DEPUTY SHERIFF** funded by the
11 County Commissioners will become A merit system ~~[employees]~~ **EMPLOYEE** of the Calvert
12 County Sheriff's Office ~~[upon]~~ **ON** completion of ~~[their]~~ **THE DEPUTY SHERIFF'S** initial
13 probation period and may not be dismissed without cause~~[, except the deputy sheriffs].~~

14 **2.** **A DEPUTY SHERIFF** funded through grants or other
15 sources may be dismissed without cause when the funding source is depleted.

16 **(IV) 1.** ~~[There]~~ **EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH**
17 **2 OF THIS SUBPARAGRAPH, THERE** may be no honorary deputy sheriffs of ~~[Calvert~~
18 ~~County]~~ **THE COUNTY** and no one is authorized to carry badges, certificates, or other
19 materials for the purpose of identifying the bearer as an honorary deputy sheriff.

20 **2. A.** ~~[However, the]~~ **THE** Sheriff may appoint as special
21 deputy sheriffs any members of the police force of the towns of North Beach or Chesapeake
22 Beach who shall have all of the powers and authority of the deputy sheriffs.

23 **B.** The County Commissioners are authorized to reimburse
24 the towns of North Beach and Chesapeake Beach in whole or in part for services performed
25 by the special deputy sheriffs outside the town limits.

26 **[(3) (i)] (D) (1)** The Sheriff may appoint **[1] ONE** full-time
27 assistant sheriff who shall:

28 **[1.] (I)** Serve under the direction of the Sheriff; and

29 **[2.] (II)** Be designated by the Sheriff as a line officer.

30 **[(ii)] (2)** The Sheriff shall appoint an individual to serve as the
31 assistant sheriff who:

32 **[1.] (I)** Is an active duty deputy sheriff and holds the rank

1 of a commissioned officer in the [Calvert County] Sheriff's Office; or

2 [2.] (II) Is not a current employee of the [Calvert County]
3 Sheriff's Office.

4 [(iii) 1.] (3) (I) The appointment of the assistant sheriff is in
5 the sole discretion of the Sheriff.

6 [2.] (II) The Sheriff may appoint the assistant sheriff
7 without subjecting the candidate to a written examination.

8 [3.] (III) The assistant sheriff serves at the pleasure of the
9 Sheriff.

10 [(iv) 1.] (4) (I) If the assistant sheriff was an active duty
11 deputy sheriff in the [Calvert County] Sheriff's Office immediately before appointment, the
12 assistant sheriff:

13 [A.] 1. Shall receive an annual salary set on appointment
14 and each fiscal year thereafter as provided in the Sheriff's budget approved and adopted by
15 the County Commissioners [of Calvert County];

16 [B.] 2. Shall retain full merit status; and

17 [C.] 3. At the end of an appointment, shall be placed at the
18 highest rank on the approved Calvert County Deputy Sheriff Pay Scale and shall receive
19 the salary reflected at the highest step within that highest rank.

20 [2.] (II) If the assistant sheriff was not an employee of the
21 [Calvert County] Sheriff's Office immediately before appointment, the assistant sheriff:

22 [A.] 1. Shall receive an annual salary that is established
23 through a mutual agreement between the Sheriff and the County Commissioners [of
24 Calvert County];

25 [B.] 2. Shall be afforded all the benefits available to
26 full-time employees in the [Calvert County] Sheriff's Office; and

27 [C.] 3. May not be given merit status.

28 [3.] (III) The annual salary set by the County
29 Commissioners [of Calvert County] under [subsubparagraph 1A] SUBPARAGRAPH (I)1 of
30 this [subparagraph] PARAGRAPH:

31 [A.] 1. Shall include the same cost of living adjustment, if

1 any, approved by the County Commissioners [of Calvert County] for county merit
2 employees; and

3 [B.] 2. May not be reduced from the prior fiscal year
4 without cause.

5 [4.] (IV) The Sheriff may negotiate the salary of the
6 assistant sheriff set by the County Commissioners [of Calvert County] under
7 [subsubparagraph 1A] SUBPARAGRAPH (I)1 of this [subparagraph] PARAGRAPH.

8 [(4) (i)] (E) (1) Except as provided in [subparagraph (ii)]
9 PARAGRAPH (2) of this [paragraph] SUBSECTION, any Sheriff [of Calvert County] who,
10 since 1948, has served for three or more terms shall receive a pension when [he] THE
11 SHERIFF leaves office [in]:

12 (I) IN the annual amount of \$150 for each year served[. This
13 pension]; AND

14 (II) THAT shall be paid not less frequently than once a month.

15 [(ii)] (2) This [paragraph] SUBSECTION does not apply to a term
16 of office that begins on or after July 1, 1988.

17 [(5) (i)] (F) (1) The County Commissioners [of Calvert County]
18 may provide in their annual budget for a pension to be paid to the surviving spouse, if any,
19 of any Sheriff [of Calvert County] who was in office as of October 1970.

20 [(ii)] (2) The pension shall be in the amount of \$250 a month and
21 shall be paid to the surviving spouse, if any, for the life of that surviving spouse.

22 [(6) (i)] (G) (1) This paragraph applies to an individual who:

23 [1.] (I) On or after July 1, 2008, serves as the Sheriff [of
24 Calvert County]; and

25 [2.] (II) As the Sheriff [of Calvert County] does not
26 participate in the Employees' Pension System under Title 23 of the State Personnel and
27 Pensions Article.

28 [(ii)] (2) An individual described in [subparagraph (i) of this
29 paragraph] PARAGRAPH (1) OF THIS SUBSECTION may participate in the Calvert County
30 Employees' Savings Plan.

31 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
32 the scope of the section.

1 Subsections (b) through (g) of this section are derived without substantive
2 change from former § 2–309(f) of this subtitle.

3 In subsection (b)(2)(i) of this section, the reference to the County
4 Commissioners “of Calvert County” is added for clarity.

5 **2–319.**

6 **(A) THIS SECTION APPLIES ONLY IN CAROLINE COUNTY.**

7 [(g) (1)] **(B)** The Sheriff of Caroline County shall receive an annual salary
8 equal to 80% of the annual salary of the State’s Attorney for Caroline County.

9 [(2) (i)] **(C) (1)** The [sheriff] **SHERIFF** may appoint:

10 [1.] **(I)** Deputy sheriffs and other personnel in accordance
11 with the county budget; and

12 [2.] **(II)** A chief deputy sheriff, or the managerial
13 equivalent, who shall serve at the pleasure of the [sheriff] **SHERIFF**.

14 [(ii)] **(2)** The [sheriff] **SHERIFF** may not refuse to reappoint a
15 deputy sheriff without just cause.

16 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
17 the scope of the section.

18 Subsections (b) and (c) of this section are derived without substantive change
19 from former § 2–309(g) of this subtitle.

20 **2–320.**

21 **(A) THIS SECTION APPLIES ONLY IN CARROLL COUNTY.**

22 [(h) (1)] **(B)** The Sheriff of Carroll County shall receive an annual salary [as
23 follows] **OF**:

24 [(i)] **(1)** \$90,000 beginning [on] December 1, 2014;

25 [(ii)] **(2)** \$100,000 beginning December 4, 2018; and

26 [(iii)] **(3)** \$110,000 beginning December 3, 2019, and thereafter.

27 [(2)] **(C) (1)** The Sheriff may employ the number of personnel

1 necessary for the proper execution of the duties of office.

2 **(2)** Personnel shall receive the compensation set by the County
3 Commissioners **OF CARROLL COUNTY**.

4 **[(3)] (D) (1)** Personnel employed by the Sheriff **[shall]:**

5 **(I)** **SHALL** be placed on a probationary status; and **[may]**

6 **(II)** **MAY** be dismissed by the Sheriff for any reason.

7 **(2)** After the probationary period, personnel may only be disciplined or
8 dismissed for just cause:

9 (i) In accordance with the Law Enforcement Officers' Bill of Rights,
10 if the employee's rights are covered under this bill of rights; or

11 (ii) In accordance with the personnel rules and regulations of the
12 Carroll County Sheriff's Office, if the employee's rights are not covered under the Law
13 Enforcement Officers' Bill of Rights.

14 **[(4)] (E)** Except for an appeal taken pursuant to the Law Enforcement
15 Officers' Bill of Rights, an appeal by an aggrieved party shall be taken to the Circuit Court
16 for Carroll County.

17 **[(5)] (F)** The Sheriff may also appoint a chief deputy and a warden who
18 shall serve at the pleasure of the Sheriff.

19 **[(6) (i)] (G) (1)** Subject to **[subparagraph (ii)] PARAGRAPH (2)** of
20 this **[paragraph] SUBSECTION**, the Sheriff **[of Carroll County]** may appoint special deputy
21 sheriffs who are:

22 **[1.] (I)** Members of the police force of a Carroll County
23 municipal corporation;

24 **[2.] (II)** Selected by the chief of police of the municipal
25 corporation; and

26 **[3.] (III)** Verified by the chief of police of the municipal
27 corporation as having achieved at least the minimum level of training for police duties in a
28 municipality as designated by the Maryland Police Training and Standards Commission.

29 **[(ii)] (2)** The appointment of special deputy sheriffs under
30 **[subparagraph (i)] PARAGRAPH (1)** of this **[paragraph] SUBSECTION** is subject to the
31 following conditions:

1 [1.] (I) The Sheriff may assign the duties of special
2 deputies;

3 [2.] (II) The Sheriff may terminate the appointment of a
4 special deputy sheriff at will or on completion of the assignment for which the special
5 deputy was appointed;

6 [3.] (III) A special deputy sheriff shall remain an employee
7 of the municipal corporation for the purpose of unemployment insurance or employee
8 benefits; and

9 [4.] (IV) The Sheriff's liability insurance coverage within its
10 terms shall be provided to a special deputy sheriff under this [subsection] SECTION only
11 when the special deputy is acting within the special deputy's official duties.

12 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
13 the scope of the section.

14 Subsections (b) through (g) of this section are derived without substantive
15 change from former § 2-309(h) of this subtitle.

16 In subsection (c)(2) of this section, the reference to the County Commissioners
17 "of Carroll County" is added for clarity.

18 **2-321.**

19 (A) **THIS SECTION APPLIES ONLY IN CECIL COUNTY.**

20 [(i) (1) (i)] (B) (1) The Sheriff of Cecil County shall receive an annual
21 salary of:

22 [1.] (I) \$71,500 for fiscal year 2015;

23 [2.] (II) \$75,075 for fiscal year 2016;

24 [3.] (III) \$77,350 for fiscal year 2017;

25 [4.] (IV) \$79,675 for fiscal year 2018;

26 [5.] (V) Except as provided in item [6] (VI) of this
27 [subparagraph] PARAGRAPH, \$82,075 for fiscal year 2019; and

28 [6.] (VI) For each term of office beginning with the term that
29 begins in fiscal year 2019, not less than \$100,000, as determined by the County Council of
30 Cecil County.

1 **[(ii)] (2)** In addition, the Sheriff shall receive the benefits and
 2 reimbursements for reasonable expenses in the performance of duties as provided in the
 3 **[Cecil County] COUNTY** budget or by law, including, where appropriate:

4 **[1.] (I)** Reimbursements under the Standard State Travel
 5 Regulations; and

6 **[2.] (II)** Participation in the health care plan that is
 7 negotiated for county employees.

8 **[(iii) 1.] (C)** **(1)** The Sheriff shall appoint **[a]**:

9 **(I)** A chief deputy sheriff**[, a]**;

10 **(II)** A community corrections director**[, a]**;

11 **(III)** A detention center director**[, a]**;

12 **(IV)** A detention center deputy director**[, a]**;

13 **(V)** A law enforcement director**[, law]**;

14 **(VI)** LAW enforcement personnel**[,];** and **[a]**

15 **(VII)** A personal secretary to the Sheriff.

16 **[2.] (2)** The Sheriff may remove the chief deputy sheriff,
 17 community corrections director, detention center director, detention center deputy director,
 18 law enforcement director, and personal secretary to the Sheriff at any time whether or not
 19 for cause.

20 **[(iv)] (3)** The Sheriff shall appoint full-time or part-time
 21 employees, as provided in the county budget, to perform the duties of the Sheriff's Office,
 22 including:

23 **[1.] (I)** Deputy sheriffs to perform law enforcement
 24 functions;

25 **[2.] (II)** Deputy sheriffs to perform correctional functions;

26 **[3.] (III)** Clerical and other civilian employees;

27 **[4.] (IV)** A director of the detention center; and

28 **[5.] (V)** A community corrections director.

1 [(v) 1.] (D) (1) Except for the chief deputy sheriff, each
2 employee of the Sheriff's Office shall serve a probationary period of 18 months.

3 [2.] (2) The Sheriff may extend the probationary period
4 required under [subsubparagraph 1] PARAGRAPH (1) of this [subparagraph]
5 SUBSECTION for cause.

6 [(vi)] (3) During the probationary period of an employee in the
7 Sheriff's Office:

8 [1.] (I) The employee shall satisfactorily complete any
9 certification or training program specified by the Sheriff; and

10 [2.] (II) The determination of an employee's qualifications
11 and ability to serve in the position of a permanent non-probationary employee shall be
12 within the sole discretion of the Sheriff.

13 [(vii)] (E) (1) Except for the chief deputy sheriff, community
14 corrections director, detention center director, detention center deputy director, law
15 enforcement director, law enforcement personnel, and personal secretary to the Sheriff, all
16 employees of the Sheriff's department:

17 [1.] (I) Shall be governed by the rank, salary, and benefit
18 structures of the [Cecil County] COUNTY personnel policy; and

19 [2.] (II) Except as provided in [subparagraph (viii)]
20 PARAGRAPH (2) of this [paragraph, upon] SUBSECTION, ON completion of the
21 probationary period, shall be subject to the [Cecil County] COUNTY personnel regulations
22 and policies in all matters.

23 [(viii)] (2) Law enforcement officers and correctional officers of the
24 Sheriff's Office may be terminated only for just cause.

25 [(ix)] (3) Nothing in this [subsection] SECTION shall affect the
26 rights and protections accorded an employee under any other provision of law.

27 [(2)] (F) The county shall pay the cost of all necessary expenses incurred
28 by the Sheriff and [his] THE SHERIFF'S staff.

29 [(3)] (G) The Sheriff [of Cecil County] shall have the authority to
30 formulate and administer a plan that includes the method of supervision to use inmates
31 the Sheriff deems eligible and selects to perform, under the supervision of State, county, or
32 municipal employees, tasks the Sheriff assigns within the county or any incorporated
33 municipality within the county.

1 [(4) (i) 1.] (H) (1) (I) Except as provided in
2 [subsubparagraph 2] SUBPARAGRAPH (II) of this [subparagraph] PARAGRAPH, this
3 [paragraph] SUBSECTION applies only to all full-time sworn law enforcement deputy
4 sheriffs in the Office of the Sheriff of Cecil County at the rank of Captain and below.

5 [2.] (II) This [paragraph] SUBSECTION does not apply to
6 the chief deputy sheriff, community corrections director, detention center director,
7 detention center deputy director, or law enforcement director in the Office of the Sheriff of
8 Cecil County.

9 [(ii) (2) A full-time sworn law enforcement deputy sheriff at the
10 rank of Captain and below may:

11 [1.] (I) Take part in or refrain from taking part in forming,
12 joining, supporting, or participating in a labor organization or its lawful activities;

13 [2.] (II) Select a labor organization as the exclusive
14 representative of the deputy sheriffs subject to this [paragraph] SUBSECTION;

15 [3.] (III) Engage in collective bargaining with the Sheriff and
16 the County Executive of Cecil County, or the designee of the Sheriff and the County
17 Executive, concerning wages, benefits, and any working conditions that are not included in
18 [subparagraph (v)4A] PARAGRAPH (5)(IV)1 of this [paragraph] SUBSECTION through a
19 labor organization certified as the exclusive representative of the deputy sheriffs subject to
20 this [paragraph] SUBSECTION;

21 [4.] (IV) Subject to item [2] (II) of this [subparagraph]
22 PARAGRAPH, enter into a collective bargaining agreement, through the exclusive
23 representative of the deputy sheriffs subject to this [paragraph] SUBSECTION, covering
24 the wages, benefits, and other working conditions of the deputy sheriffs subject to this
25 [paragraph] SUBSECTION, to the extent that the agreement does not impair the rights of
26 the Sheriff set forth in [subparagraph (v)4] PARAGRAPH (5)(IV) of this [paragraph]
27 SUBSECTION; and

28 [5.] (V) Decertify a labor organization as the exclusive
29 representative of the deputy sheriffs subject to this [paragraph] SUBSECTION.

30 [(iii) 1.] (3) (I) A labor organization seeking certification as
31 an exclusive representative must submit a petition to the Sheriff and the County Executive
32 that is signed by more than 50% of the sworn law enforcement deputy sheriffs at the rank
33 of Captain and below indicating the desire of the deputy sheriffs subject to this [paragraph]
34 SUBSECTION to be represented exclusively by the labor organization for the purpose of
35 collective bargaining.

1 **[2.] (II)** If the Sheriff and the County Executive do not
2 challenge the validity of the petition within 20 calendar days following the receipt of the
3 petition, the labor organization shall be deemed certified as the exclusive representative.

4 **[3.] (III)** If the Sheriff or the County Executive challenge the
5 validity of the petition, the American Arbitration Association shall appoint a neutral third
6 party to conduct an election and to certify whether the labor organization has been selected
7 as the exclusive representative by a majority of the votes cast in the election.

8 **[4.] (IV)** The costs associated with the appointment of a
9 neutral third party shall be shared equally by the parties.

10 **[5.] (V)** A labor organization shall be deemed decertified if
11 a petition is submitted to the Sheriff and the County Executive that is signed by more than
12 50% of the full-time sworn law enforcement deputy sheriffs at the rank of Captain and
13 below indicating the desire of the deputy sheriffs to decertify the labor organization as the
14 exclusive representative of the deputy sheriffs subject to this **[paragraph] SUBSECTION**.

15 **[(iv) 1.] (4) (I)** Following certification of an exclusive
16 representative as provided in **[subparagraph (iii)] PARAGRAPH (3)** of this **[paragraph]**
17 **SUBSECTION**, the certified labor organization and the Sheriff and the County Executive
18 shall meet at reasonable times and engage in collective bargaining in good faith.

19 **[2.] (II)** The certified labor organization, the Sheriff, and the
20 County Executive shall make every reasonable effort to conclude negotiations on or before
21 February 15 of the year in which a collective bargaining agreement is to take effect to allow
22 for inclusion by the Sheriff of matters agreed **[upon] ON** in its budget request to the County
23 Council.

24 **[3. A.] (III) 1.** If the certified labor organization and
25 the Sheriff and the County Executive are unable to reach an agreement before the date set
26 forth in **[subsubparagraph 2] SUBPARAGRAPH (II)** of this **[subparagraph] PARAGRAPH**,
27 either the certified labor organization or the Sheriff and the County Executive may seek
28 nonbinding mediation through the Federal Mediation and Conciliation Service.

29 **[B.] 2.** A party seeking nonbinding mediation under
30 **[subsubsubparagraph A] SUBSUBPARAGRAPH 1** of this **[subsubparagraph]**
31 **SUBPARAGRAPH** shall give written notice to the other party and to the Federal Mediation
32 and Conciliation Service at least 15 days prior to the start of the first mediation meeting.

33 **[C.] 3.** The costs associated with the mediator or mediation
34 process shall be shared equally by the parties.

35 **[D.] 4.** The certified labor organization, the Sheriff, and the
36 County Executive shall engage in nonbinding mediation for at least 30 days unless they
37 mutually agree in writing to termination or extension of the mediation or reach an

1 agreement.

2 [E.] 5. The contents of the mediation proceedings may not
3 be disclosed by any of the parties or the mediator.

4 [4.] (IV) The County Council shall enact a local ordinance
5 that allows for nonbinding arbitration if the certified labor organization, the Sheriff, and
6 the County Executive are unable to reach an agreement through mediation under
7 [subsubparagraph 3] SUBPARAGRAPH (III) of this [subparagraph] PARAGRAPH.

8 [(v) 1.] (5) (I) A collective bargaining agreement shall
9 contain all matters of agreement reached in the collective bargaining process.

10 [2.] (II) A collective bargaining agreement may contain a
11 grievance procedure providing for binding arbitration of grievances in reference to a labor
12 contract, including grievances related to interpretation or breach of contract.

13 [3.] (III) A collective bargaining agreement reached in
14 accordance with this [paragraph] SUBSECTION shall be in writing and signed by the
15 certified representatives of the parties involved in the collective bargaining negotiations.

16 [4.] (IV) Except as provided in the code and regulations of
17 [Cecil County] THE COUNTY, the provisions of this [subparagraph] PARAGRAPH and any
18 agreement made under it may not impair the right and the responsibility of the Sheriff to:

19 [A.] 1. Determine the mission, budget, organization,
20 numbers, types, classes, grades, and ranks of deputy sheriffs assigned, the services to be
21 rendered, operations to be performed, and the technology to be used;

22 [B.] 2. Set the standards of service and exercise control
23 over operations, including the rights to determine work shifts and the number of deputy
24 sheriffs on each shift;

25 [C.] 3. Assign and retain deputy sheriffs in positions
26 within the office;

27 [D.] 4. Determine and set work projects, tours of duty,
28 schedules, assignments, and methods, means, and personnel by which operations are
29 conducted;

30 [E.] 5. Determine and set technology needs, internal
31 security practices, equipment, and the location of facilities;

32 [F.] 6. Maintain and improve the efficiency and
33 effectiveness of operations;

1 [G.] 7. Hire, direct, supervise, promote, demote, discipline,
2 assign, and with reasonable cause discharge full-time sworn law enforcement deputy
3 sheriffs, with the exception that the promotional process for deputy sheriffs up to the rank
4 of Captain and the number and composition of trial boards for the discipline process for
5 deputy sheriffs at the rank of Captain and below are subject to collective bargaining;

6 [H.] 8. Determine and set the qualifications of deputy
7 sheriffs for appointment and promotions; and

8 [I.] 9. Determine and set the standards of conduct, and
9 with consultation and input from the certified labor organization, adopt rules, orders,
10 policies, regulations, and procedures on mutually agreed on subjects.

11 [5.] (V) A collective bargaining agreement is not effective
12 until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit
13 and approved by the Sheriff, the County Executive, and the County Council.

14 [(vi)] (6) Nothing in this [paragraph] SUBSECTION may be
15 construed to:

16 [1.] (I) Authorize or otherwise allow a deputy sheriff to
17 engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

18 [2.] (II) Authorize the collection of mandatory membership
19 fees from nonmembers of the employee organization.

20 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
21 the scope of the section.

22 Subsections (b) through (h) of this section are derived without substantive
23 change from former § 2–309(i) of this subtitle.

24 **2–322.**

25 **(A) THIS SECTION APPLIES ONLY IN CHARLES COUNTY.**

26 [(j)] (B) (1) The salary for the Sheriff of Charles County is equal to the salary
27 of a Department of State Police lieutenant colonel, at the highest available step for a
28 lieutenant colonel under the Department of State Police pay plan in effect on the day prior
29 to the day that the Sheriff begins a term of office.

30 (2) Any change in the salary paid under the Department of State Police pay
31 plan during the term of [Office] OFFICE of the Sheriff may not apply to the incumbent
32 Sheriff, but the changed rate shall take effect at the beginning of the next following term
33 of office.

1 **[(3) (i) (C) (1)]** The Sheriff, in accordance with rules and
2 regulations developed by the [Board of] County Commissioners **OF CHARLES COUNTY**
3 and the Sheriff, shall appoint the number of deputy sheriffs that the [Board of] County
4 Commissioners [of Charles County] and the Sheriff consider necessary.

5 **[(ii) (2)]** The salary schedule for the deputy sheriffs, based on rank
6 and length of service, shall correspond to the Department of State Police salary schedule,
7 including longevity steps.

8 **[(iii) (3)]** The salary schedule for the deputy sheriffs shall be revised
9 to reflect any revisions made to the Department of State Police salary schedule.

10 **[(iv) 1.] (4) (I)]** Except as provided in [subparagraph (v)]
11 **PARAGRAPH (5)]** of this [paragraph] **SUBSECTION**, the County Commissioners [of Charles
12 County] shall appropriate the funds necessary to provide the salaries for deputy sheriffs
13 specified in the salary schedule under [subparagraph (ii)] **PARAGRAPH (2)]** of this
14 [paragraph] **SUBSECTION** unless the County Commissioners declare a fiscal emergency
15 under [subsubparagraph 2] **SUBPARAGRAPH (II)]** of this [subparagraph] **PARAGRAPH**.

16 **[2.] (II)]** After a discussion among the County
17 Commissioners [of Charles County], the Sheriff, and the exclusive representatives of the
18 bargaining units of sworn law enforcement officers and correctional officers of the Charles
19 County Sheriff's Office, the County Commissioners [of Charles County] may declare a fiscal
20 emergency by a majority vote of the County Commissioners following a public hearing.

21 **[(v) 1.] (5) (I)]** If the Department of State Police grants step
22 increases to its employees, the County Commissioners [of Charles County] are not required
23 under [subparagraph (iv)] **PARAGRAPH (4)]** of this [paragraph] **SUBSECTION** to grant step
24 increases to the deputy sheriffs.

25 **[2.] (II)]** Step increases for the deputy sheriffs are subject to
26 appropriations by the County Commissioners [of Charles County].

27 **[(4) (D) (1)]** The books of the Sheriff shall be audited annually[, and
28 copies].

29 **(2) COPIES** of the audit **SHALL BE** published by the County
30 Commissioners in local newspapers.

31 **[(5) (i) (E) (1)]** This [paragraph] **SUBSECTION** applies to all
32 full-time, merit system sworn law enforcement officers and correctional officers in the
33 [Charles County] Sheriff's Office at a rank of sergeant or below.

34 **[(ii) (2)]** This [paragraph] **SUBSECTION** does not apply to the
35 following employees in the [Charles County] Sheriff's Office:

1 [1.] (I) Sworn law enforcement officers or correctional
 2 officers in the [Charles County] Sheriff's Office at a rank of lieutenant or above;

3 [2.] (II) Employees in appointed positions;

4 [3.] (III) Civilian merit system employees;

5 [4.] (IV) Full-time reduced hours employees;

6 [5.] (V) Part-time employees;

7 [6.] (VI) Contractual employees;

8 [7.] (VII) Temporary employees;

9 [8.] (VIII) Emergency employees; or

10 [9.] (IX) Employees whose employment is administered
 11 under the county policies and procedures manual.

12 [(iii) 1.] (3) (I) A sworn law enforcement officer or
 13 correctional officer subject to this [paragraph] SUBSECTION has the right to:

14 [A.] 1. Take part in or refrain from taking part in forming,
 15 joining, supporting, or participating in any employee organization or its lawful activities;

16 [B.] 2. Be represented by an exclusive representative, if
 17 any, in collective bargaining; and

18 [C.] 3. Engage in other concerted activities for the purpose
 19 of collective bargaining.

20 [2.] (II) Sworn law enforcement officers and correctional
 21 officers subject to this [paragraph] SUBSECTION may seek recognition in order to organize
 22 and bargain collectively in good faith with the Sheriff or the Sheriff's designee concerning
 23 the following matters:

24 [A.] 1. Compensation, excluding salary, wages, and those
 25 benefits determined, offered, administered, controlled, or managed by the County
 26 Commissioners [of Charles County];

27 [B.] 2. Leave, holidays, and vacations; and

28 [C.] 3. Hours, working conditions, and job security.

1 [3. A.] (III) 1. Sworn law enforcement officers
2 subject to this [paragraph] **SUBSECTION** may seek recognition in order to organize and
3 bargain collectively in good faith with the County Commissioners [of Charles County] and
4 the Sheriff, or the Sheriff's designee, concerning merit step increases and those benefits
5 determined, offered, administered, controlled, or managed by the County Commissioners
6 [of Charles County].

7 [B.] 2. Correctional officers subject to this [paragraph]
8 **SUBSECTION** may seek recognition in order to organize and bargain collectively in good
9 faith with the County Commissioners [of Charles County] and the Sheriff, or the Sheriff's
10 designee, concerning salary, wages, and those benefits determined, offered, administered,
11 controlled, or managed by the County Commissioners [of Charles County].

12 [4. A.] (IV) 1. A sworn law enforcement officer or
13 correctional officer who is a member of a bargaining unit with an exclusive representative
14 may discuss any matter with the employer without the intervention of the exclusive
15 representative.

16 [B.] 2. If a discussion under [subsubsubparagraph A]
17 **SUBSUBPARAGRAPH 1** of this [subsubparagraph] **SUBPARAGRAPH** leads to a resolution
18 or adjustment of a dispute, the resolution or adjustment may not be inconsistent with the
19 terms of a collective bargaining agreement then in effect.

20 [5.] (V) 1. A sworn law enforcement officer or
21 correctional officer who is not a member of a bargaining unit with an exclusive
22 representative may be required to pay a proportional service fee for costs associated with
23 the administration and enforcement of any agreement that benefits the affected employees.

24 2. An exclusive representative shall be selected in
25 accordance with the procedures set forth in [subparagraph (v)] **PARAGRAPH (5)** of this
26 [paragraph] **SUBSECTION**.

27 [6.] (VI) This [paragraph] **SUBSECTION** does not require
28 that sworn law enforcement officers and correctional officers be represented by the same
29 exclusive representative.

30 [(iv)] (4) The Sheriff and the [Office of the Sheriff for Charles
31 County] **SHERIFF'S OFFICE**, through their appropriate officers and employees, may:

32 [1.] (I) Determine the:

33 [A.] 1. Mission;

34 [B.] 2. Budget;

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

1 [(v) 1.] (5) (I) Except as provided in [subsubparagraph 2]
2 **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, an exclusive representative
3 may not be recognized by the County Commissioners [of Charles County] or the Sheriff
4 unless that representative is selected and certified by the Department of Labor, Licensing,
5 and Regulation.

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

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

14 [4. A.] (IV) 1. Except as provided in
15 [subsubsubparagraph B] **SUBSUBPARAGRAPH 2** of this [subsubparagraph]
16 **SUBPARAGRAPH**, an exclusive representative shall be deemed decertified if a petition is
17 submitted to the County Commissioners [of Charles County] and the Sheriff that is signed
18 by 51% of the sworn law enforcement officers or correctional officers indicating their desire
19 to decertify the exclusive representative.

20 [B.] 2. If the exclusive representative wishes to challenge
21 the validity of a petition submitted under [subsubsubparagraph A] **SUBSUBPARAGRAPH**
22 **1** of this [subsubparagraph] **SUBPARAGRAPH**, within 20 days after submission of the
23 petition, the exclusive representative may request a secret ballot election.

24 [C.] 3. The secret ballot election shall be conducted by an
25 impartial umpire selected jointly by the participating parties from a list of umpires
26 provided by the American Arbitration Association.

27 [D.] 4. The costs associated with the appointment of the
28 impartial umpire shall be shared equally by the exclusive representative and [Charles
29 County] **THE COUNTY**.

30 [E.] 5. If at least 51% of the employees in the bargaining
31 unit vote in favor of decertification during the secret ballot election, the exclusive
32 representative shall be decertified.

33 [(vi) 1. A.] (6) (I) 1. The Sheriff may designate at
34 least one, but not more than four, individuals to represent the Sheriff in collective
35 bargaining.

1 **[B.] 2.** If the County Commissioners [of Charles County]
2 are a party to collective bargaining, the County Commissioners may designate at least one,
3 but not more than four, individuals to represent the County Commissioners in collective
4 bargaining.

5 **[C.] 3.** The exclusive representative shall designate at
6 least one, but not more than four, individuals to represent the exclusive representative in
7 collective bargaining.

8 **[2.] (II)** The parties shall meet at reasonable times and
9 engage in collective bargaining in good faith.

10 **[3.] (III)** Negotiations or matters relating to negotiations
11 shall be considered closed sessions under § 3–305 of the General Provisions Article.

12 **[4.] (IV)** The parties shall make every reasonable effort to
13 conclude negotiations in a timely manner for inclusion by the Sheriff and the [Office of the
14 Sheriff of Charles County] **SHERIFF’S OFFICE** in its budget request to the County
15 Commissioners [of Charles County].

16 **[5.] (V)** Negotiations for an agreement shall begin on or
17 before each September 1 of the year before the expiration of any existing agreement.

18 **[(vii)] (7)** To the extent that any matters negotiated between the
19 Sheriff, the County Commissioners [of Charles County], and the collective bargaining unit
20 require legislative approval or the appropriation of funds, the matters shall be
21 recommended to the General Assembly for the approval of legislation or to the County
22 Commissioners for the appropriation of funds.

23 **[(viii)] (8)** An agreement is not valid if it extends for less than 1 year
24 or for more than 4 years.

25 **[(ix) 1.] (9) (I)** An agreement shall contain all matters of
26 agreement reached in the collective bargaining process.

27 **[2.] (II)** An agreement may contain a grievance procedure
28 for binding arbitration of the interpretation of contract terms and clauses.

29 **[3. A.] (III) 1.** An agreement reached in accordance
30 with this [paragraph] **SUBSECTION** shall be in writing and signed by the designated
31 representatives of the Sheriff and the exclusive representative involved in the collective
32 bargaining negotiations.

33 **[B.] 2.** If the County Commissioners [of Charles County]
34 are a party to the agreement, the agreement shall be signed by the County Commissioners

1 in addition to the signatories required under [subsubsubparagraph A]
2 **SUBSUBPARAGRAPH 1** of this [subsubparagraph] **SUBPARAGRAPH**.

3 [4.] (IV) An agreement is not effective until it is ratified by:

4 [A.] 1. The Sheriff;

5 [B.] 2. If the County Commissioners [of Charles County]
6 are a party to the collective bargaining, the County Commissioners; and

7 [C.] 3. A majority of the votes cast by the employees in the
8 bargaining unit.

9 [5.] (V) A modification to an existing agreement is not valid
10 unless it is in writing and ratified by:

11 [A.] 1. The Sheriff;

12 [B.] 2. If the County Commissioners [of Charles County]
13 are a party to the collective bargaining, the County Commissioners; and

14 [C.] 3. A majority of the votes cast by the employees in the
15 bargaining unit.

16 [(x)] (10) If there is a conflict between an existing collective
17 bargaining agreement and a rule or regulation adopted by [Charles County] **THE COUNTY**,
18 including merit system or other personnel regulations, the terms of the agreement shall
19 prevail unless otherwise prohibited by law.

20 [(xi) 1.] (11) (I) If the exclusive representative, the Sheriff,
21 and, if a party to collective bargaining, the County Commissioners are unable to reach an
22 agreement on or before January 15, any party may seek mediation through the Federal
23 Mediation and Conciliation Service.

24 [2.] (II) A party seeking mediation under
25 [subsubparagraph 1] **SUBPARAGRAPH (I)** of this [subparagraph] **PARAGRAPH** shall
26 provide written notice to the other parties and the Federal Mediation and Conciliation
27 Service at least 15 days before the anticipated first mediation meeting.

28 [3.] (III) The parties shall share the costs of the services of
29 the mediator as follows:

30 [A.] 1. The exclusive representative shall pay half of the
31 costs;

1 **[B.] 2.** If the County Commissioners and the Sheriff are
2 both parties to the negotiations giving rise to the mediation, the County Commissioners
3 and the Sheriff shall each pay one-quarter of the costs; and

4 **[C.] 3.** If the County Commissioners [of Charles County]
5 are not a party to the negotiations giving rise to the mediation, the Sheriff shall pay half of
6 the costs.

7 **[4.] (IV)** Costs incurred by a party to prepare, appear, or
8 secure representation, expert witnesses, or evidence of any kind shall be borne exclusively
9 by that party.

10 **[5.] (V)** The parties shall engage in mediation for at least 30
11 days unless the parties mutually agree in writing to the termination or extension of the
12 mediation or reach an agreement.

13 **[6.] (VI)** The contents of a mediation proceeding under this
14 [subparagraph] **PARAGRAPH** may not be disclosed by the parties or the mediator.

15 **[(xii) 1.] (12) (I)** If the exclusive representative, the Sheriff,
16 and, if a party to collective bargaining, the County Commissioners [of Charles County]
17 have not reached an agreement on or before March 1, or any later date determined by
18 mutual agreement of the parties:

19 **[A.] 1.** Any party may declare a bargaining impasse;

20 **[B.] 2.** The party declaring a bargaining impasse under
21 item **[A] 1** of this [subsubparagraph] **SUBPARAGRAPH** shall request a list of arbitrators
22 to be provided to the parties by the Federal Mediation and Conciliation Service or under
23 the Labor Arbitration Rules of the American Arbitration Association; and

24 **[C.] 3.** Within 3 days after the parties' receipt of the list
25 provided under item **[B] 2** of this [subsubparagraph] **SUBPARAGRAPH**, the parties shall
26 select an arbitrator by alternative striking of names from the list.

27 **[2.] (II)** On or before March 15, or any later date determined
28 by mutual agreement of the parties, the parties shall submit to the arbitrator:

29 **[A.] 1.** A joint memorandum listing all items to which the
30 parties previously agreed; and

31 **[B.] 2.** A separate proposed memorandum of each party's
32 final offer presented in negotiations on all items to which the parties previously did not
33 agree.

34 **[3. A.] (III) 1.** On or before March 30, or any later

1 date determined by mutual agreement of the parties, the arbitrator shall hold a closed
2 hearing on the parties' proposals at a time, date, and place within [Charles County] **THE**
3 **COUNTY** selected by the arbitrator.

4 [B.] 2. At a hearing, each party may submit evidence and
5 make oral and written arguments in support of the party's last final offer.

6 [4.] (IV) The arbitrator may:

7 [A.] 1. Give notice and hold hearings in accordance with
8 the Maryland Administrative Procedure Act;

9 [B.] 2. Administer oaths and take testimony and other
10 evidence; and

11 [C.] 3. Issue subpoenas.

12 [5.] (V) Once the parties have submitted their positions into
13 the record, each party shall have an opportunity to revise its final position before the record
14 is closed and the matter is submitted to the arbitrator for a determination.

15 [6.] (VI) On or before April 15, or any later date determined
16 by mutual agreement of the parties, the arbitrator shall issue a report:

17 [A.] 1. Selecting the final offer submitted by the parties
18 that the arbitrator determines to be more reasonable when viewed as a whole; and

19 [B.] 2. Stating the reasons that the arbitrator found the
20 final offer to be more reasonable.

21 [7.] (VII) In determining which final offer is more reasonable
22 under [subsubparagraph 6] **SUBPARAGRAPH (VI)** of this [subparagraph] **PARAGRAPH**,
23 the arbitrator may consider only:

24 [A.] 1. Past collective bargaining agreements between the
25 parties, including the bargaining history that led to the collective bargaining agreement
26 and the precollective bargaining history of employee wages, hours, benefits, and other
27 working conditions;

28 [B.] 2. In an arbitration to which the exclusive
29 representative of sworn law enforcement officers is a party, a comparison of wages, hours,
30 benefits, and other conditions of employment of law enforcement officers employed in other
31 jurisdictions in the State;

32 [C.] 3. In an arbitration to which the exclusive
33 representative of sworn law enforcement officers is a party, a comparison of wages, hours,

1 benefits, and other conditions of employment of law enforcement officers from the primary
2 police or sheriff's departments in all counties in the State;

3 [D.] 4. In an arbitration to which the exclusive
4 representative of correctional officers is a party, a comparison of wages, hours, benefits,
5 and other conditions of employment of correctional officers employed in other jurisdictions
6 in the State;

7 [E.] 5. A comparison of wages, hours, benefits, and other
8 conditions of employment of employees working for [Charles County] **THE COUNTY**;

9 [F.] 6. The costs of the respective proposals of the parties;

10 [G.] 7. The condition of the General Operating Fund of
11 Charles County, the ability of the Sheriff and [Charles County] **THE COUNTY** to finance
12 any economic adjustments required under the proposed collective bargaining agreement,
13 and the potential impact of the parties' final offers on the bond rating of [Charles County]
14 **THE COUNTY**;

15 [H.] 8. The annual increase or decrease in consumer prices
16 for goods and services as reflected in the most recent Consumer Price Index for the
17 Washington–Arlington–Alexandria, DC–VA–MD–WV Metropolitan Statistical Area
18 published by the federal Bureau of Labor Statistics;

19 [I.] 9. The annual increase or decrease in the cost of living
20 in the statistical areas described in item [H] 8 of this [subsubparagraph] **SUBPARAGRAPH**
21 as compared to the national average and to other comparable metropolitan areas;

22 [J.] 10. The annual increase or decrease in the cost of living
23 in [Charles County] **THE COUNTY**;

24 [K.] 11. Recruitment and retention data;

25 [L.] 12. The special nature of the work performed by the
26 employees in the bargaining unit, including hazards of employment, physical requirements,
27 educational qualifications, job training and skills, shift assignments, and the demands
28 placed on those employees as compared to other [Charles County Sheriff] employees **OF**
29 **THE SHERIFF'S OFFICE**;

30 [M.] 13. The interest and welfare of the public and the
31 employees in the bargaining unit; and

32 [N.] 14. Stipulations of the parties regarding any of the
33 items under this [subsubparagraph] **SUBPARAGRAPH**.

1 [8.] (VIII) The arbitrator may not:

2 [A.] 1. Receive or consider the history of collective
3 bargaining related to the immediate dispute, including any offers of settlement not
4 contained in the final offer submitted to the arbitrator, unless the parties mutually agree
5 otherwise;

6 [B.] 2. Combine final offers or alter the final offer that the
7 arbitrator selects, unless the parties mutually agree otherwise; or

8 [C.] 3. Select an offer in which the conditions of
9 employment or the compensation, salaries, fees, or wages to be paid are unreasonable.

10 [9. A.] (IX) 1. The arbitrator shall submit the report
11 issued under [subsubparagraph 6] SUBPARAGRAPH (VI) of this [subparagraph]
12 PARAGRAPH to the County Commissioners, the Sheriff, and the exclusive representative.

13 [B.] 2. The recommendations of the arbitrator are not
14 binding on the County Commissioners, the Sheriff, or the exclusive representative.

15 [C.] 3. Except as provided in [subsubsubparagraph D]
16 SUBSUBPARAGRAPH 4 of this [subsubparagraph] SUBPARAGRAPH, the Sheriff and, if a
17 party to collective bargaining, the County Commissioners may adopt or reject a
18 recommendation of the arbitrator.

19 [D.] 4. Subject to [subsubsubparagraph E]
20 SUBSUBPARAGRAPH 5 of this [subsubparagraph] SUBPARAGRAPH, if a recommendation
21 of the arbitrator requires an appropriation of funds, only the County Commissioners may
22 adopt or reject the recommendation.

23 [E.] 5. The County Commissioners may not accept a
24 recommendation of the arbitrator that requires an appropriation of funds unless the
25 County Commissioners and the Sheriff first agree on the funding source for the
26 appropriation.

27 [F.] 6. The parties shall accept or reject the arbitrator's
28 recommendations within 30 days after the submission of the report to the parties under
29 [subsubsubparagraph A] SUBSUBPARAGRAPH 1 of this [subsubparagraph]
30 SUBPARAGRAPH.

31 [10.] (X) The parties shall share the costs of the services of
32 the arbitrator as follows:

33 [A.] 1. The exclusive representative shall pay half of the
34 costs;

1 **[B.] 2.** If the County Commissioners and the Sheriff are
2 both parties to the negotiations giving rise to the arbitration, the County Commissioners
3 and the Sheriff shall each pay one-quarter of the costs; and

4 **[C.] 3.** If the County Commissioners [of Charles County]
5 are not a party to the negotiations giving rise to the arbitration, the Sheriff shall pay half
6 of the costs.

7 **[11.] (XI)** Costs incurred by a party to prepare, appear, or
8 secure representation, expert witnesses, or evidence of any kind shall be borne exclusively
9 by that party.

10 **[12.] (XII)** Nothing in this [subparagraph] **PARAGRAPH** shall
11 be construed to prohibit the parties from reaching a voluntary settlement on any unresolved
12 issues at any time before or after the issuance of the recommendations by the arbitrator.

13 **[(xiii)] (13)** If a collective bargaining agreement expires after the
14 exclusive representative has given notice of its desire to enter into collective bargaining for
15 a successor collective bargaining agreement, the terms and conditions of the prior collective
16 bargaining agreement shall remain in effect until the earlier of:

17 **[1.] (I)** The parties reaching a new agreement; or

18 **[2.] (II)** 180 days from the date the party or parties reject
19 the arbitrator's recommendations.

20 **[(xiv)] (14)** If the parties fail to reach a new agreement within the
21 180-day time period under [subparagraph (xiii)2] **PARAGRAPH (13)(II)** of this
22 [paragraph] **SUBSECTION**, the terms and conditions of the prior collective bargaining
23 agreement shall cease to be effective.

24 **[(xv)] (15)** This [paragraph] **SUBSECTION** does not authorize a
25 sworn law enforcement officer or correctional officer to engage in a strike as defined in §
26 3-303 of the State Personnel and Pensions Article.

27 **[(xvi)] (16)** Nothing in this [paragraph] **SUBSECTION** shall be
28 construed as subjecting disciplinary matters or the disciplinary process to negotiation as
29 part of the collective bargaining process.

30 **REVISOR'S NOTE:** Subsection (a) of this section is new language added to clarify
31 the scope of the section.

32 Subsections (b) through (e) of this section are derived without substantive
33 change from former § 2-309(j) of this subtitle.

1 In subsection (c)(1) of this section, the reference to the “County Commissioners
2 of Charles County” is substituted for the former reference to the “Board of
3 County Commissioners” for clarity.

4 **2-323.**

5 **(A) THIS SECTION APPLIES ONLY IN DORCHESTER COUNTY.**

6 **[(k)] (B) (1) [(i)]** The Sheriff of Dorchester County shall receive an annual
7 salary equal to 80% of the annual salary of the State’s Attorney for Dorchester County.

8 **[(ii)] (2)** The Sheriff [of Dorchester County] shall be allowed the
9 actual operating costs of the Sheriff’s Office, including the maintenance of automobiles.

10 **[(2) (i)] (C) (1)** The Sheriff shall appoint a chief deputy sheriff, or
11 the managerial equivalent, who shall serve at the pleasure of the Sheriff.

12 **[(ii)] (2)** If an employee of the Sheriff’s Office is appointed as chief
13 deputy sheriff and is subsequently removed from the chief deputy sheriff’s position for other
14 than cause, the person may resume the employment status held prior to the appointment
15 to the chief deputy sheriff’s position.

16 **[(iii)] (3)** The chief deputy sheriff shall:

17 **[1.] (I)** Perform all duties assigned by the Sheriff; and

18 **[2.] (II)** If the Sheriff is temporarily incapacitated or there
19 is a vacancy in the **[Office] OFFICE** of the Sheriff, perform all legal functions of the Sheriff.

20 **[(iv)] (4)** If the Sheriff becomes incapacitated and the position of
21 chief deputy sheriff is vacant, the County Council **OF DORCHESTER COUNTY** shall
22 appoint an acting chief deputy sheriff to serve until the Sheriff is reactivated or replaced.

23 **[(v)] (5)** The County Council shall approve the salary of the chief
24 deputy sheriff.

25 **[(3) (i)] (D) (1)** The Sheriff may appoint probationary deputy
26 sheriffs, deputy sheriffs, investigators, communications officers, secretaries, supervisors,
27 administrators, and other staff as approved in the county budget.

28 **[(ii)] (2)** The County Council shall approve the salaries for all staff
29 appointed by the Sheriff.

30 **[(iii)] (3)** The Sheriff may not refuse to reappoint a deputy sheriff
31 without just cause.

1 **[(4)] (E)** The County Council may include in the merit system of the
2 county the employees of the **[Dorchester County]** Sheriff's Office.

3 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
4 the scope of the section.

5 Subsections (b) through (e) of this section are derived without substantive
6 change from former § 2-309(k) of this subtitle.

7 In subsection (c)(4) of this section, the reference the County Council "of
8 Dorchester County" is added for clarity.

9 **2-324.**

10 **(A) THIS SECTION APPLIES ONLY IN FREDERICK COUNTY.**

11 **[(l) (1) (i)] (B)** The Sheriff of Frederick County shall receive **[a]** AN
12 ANNUAL salary of \$125,000.

13 **[(ii)] (C) (1)** The Sheriff shall appoint **[deputies]:**

14 **(I) DEPUTIES** as necessary, at salaries of at least \$2,400**[,];** and
15 **[jail]**

16 **(II) JAIL** wardens as necessary, at salaries of at least \$1,320 **[each].**

17 **[(iii) 1.] (2) (I)** The Sheriff **[also]** may appoint additional
18 temporary deputy sheriffs as the Sheriff considers necessary for the public safety, with the
19 approval of the governing body of **[Frederick County] THE COUNTY**, by ordinance.

20 **[2.] (II)** The governing body, by ordinance, shall allow
21 reasonable compensation for the temporary additional deputy sheriffs **[and the].**

22 **(III) THE** temporary deputies may not serve longer than the occasion
23 requires.

24 **[(iv)] (3)** The Sheriff may appoint a chief deputy who shall serve at
25 the pleasure of the Sheriff.

26 **[(2)] (D)** Any deputy sheriff, with the exception of the chief deputy,
27 appointed according to this section **[shall]:**

28 **(1) SHALL** be placed on a probationary status for at least 18 months of
29 continuous employment; and **[may]**

1 **(2)** **MAY** be dismissed by the Sheriff for any reason during the probationary
2 period.

3 ~~[(3)]~~ **(E)** **(1)** All full-time civilian employees are subject to the county
4 personnel regulations with regard to qualifications for hiring, promotion, compensation and
5 disciplinary action.

6 **(2)** All deputy sheriffs, except the chief deputy, are subject to the county
7 personnel regulations with regard to qualifications for hiring, promotion and compensation
8 with regard to matters not covered by the Law Enforcement Officers' Bill of Rights.

9 ~~[(4) (i)]~~ **(F)** **(1)** The Sheriff [of Frederick County] may appoint
10 special deputy sheriffs who are:

11 **[1.] (I)** Members of the police force of a [Frederick County]
12 municipality **IN THE COUNTY**;

13 **[2.] (II)** Selected by the chief of police of the municipality;
14 and

15 **[3.] (III)** Verified by the chief of police of the municipality as
16 having achieved at least the minimum level of training for police duties in a municipality
17 as designated by the Maryland Police Training and Standards Commission.

18 ~~[(ii)]~~ **(2)** The appointment of special deputy sheriffs under this
19 [paragraph] **SUBSECTION** is subject to the following conditions:

20 **[1.] (I)** The Sheriff may assign the duties of special
21 deputies;

22 **[2.] (II)** The Sheriff may terminate the appointment of the
23 special deputy sheriff at will or on completion of the assignment for which the special
24 deputy was appointed;

25 **[3.] (III)** The special deputy sheriff is not an employee of
26 [Frederick County] **THE COUNTY** for the purpose of employment security or employee
27 benefits; and

28 **[4.] (IV)** County liability insurance coverage within its terms
29 shall be provided to a special deputy sheriff under this [subsection] **SECTION** only when
30 the special deputy is acting within the special deputy's official duties.

31 ~~[(5) (i)]~~ **(G)** **(1)** This [paragraph] **SUBSECTION** applies to all
32 full-time deputy sheriffs in the Frederick County Sheriff's Office at the rank of sergeant
33 and below.

1 (ii) 1.] (2) Full-time deputy sheriffs at the rank of sergeant
2 and below may:

3 [A.] (I) Take part in or refrain from taking part in forming,
4 joining, supporting, or participating in a labor organization or its lawful activities;

5 [B.] (II) Select a labor organization as their exclusive
6 representative;

7 [C.] (III) Engage in collective bargaining with the Sheriff, or
8 the Sheriff's designee, concerning **THOSE** wages and benefits[,] not regulated by the
9 Sheriff, through a labor organization certified as their exclusive representative;

10 [D.] (IV) Subject to [subsubparagraph 2 of this
11 subparagraph] **PARAGRAPH (3) OF THIS SUBSECTION**, enter into a collective bargaining
12 agreement, through their exclusive representative, covering those wages and benefits not
13 regulated by the Sheriff; and

14 [E.] (V) Decertify a labor organization as their exclusive
15 representative.

16 [2.] (3) Any additional funding required as a result of a
17 negotiated collective bargaining agreement shall be subject to approval by the governing
18 body of [Frederick County] **THE COUNTY**.

19 [3.] (4) The County Executive **OF FREDERICK COUNTY**,
20 or the County Executive's designee:

21 [A.] (I) May not be a party to a collective bargaining
22 agreement entered into under this [subparagraph] **SUBSECTION**; but

23 [B.] (II) May attend and participate in all collective
24 bargaining sessions of the parties.

25 [(iii) 1.] (5) (I) A labor organization shall be deemed certified as
26 an exclusive representative if the following conditions are met:

27 [A.] 1. A petition for the labor organization to be
28 recognized by the Sheriff is signed by at least 51% of the deputy sheriffs at the rank of
29 sergeant and below indicating their desire to be exclusively represented by the petitioner
30 for the purpose of collective bargaining; and

31 [B.] 2. The petition is submitted to the Sheriff.

32 [2.] (II) If the Sheriff does not challenge the validity of the

1 petition within 10 calendar days following the receipt of the petition, the labor organization
2 shall be deemed certified as the exclusive representative.

3 [3.] (III) If the Sheriff challenges the validity of the petition,
4 the American Arbitration Association shall be requested to appoint a third party neutral to
5 conduct an election and to certify whether the labor organization has been selected as the
6 exclusive representative by a majority of the votes cast in the election.

7 [4.] (IV) The costs associated with the American Arbitration
8 Association and the third party neutral shall be shared equally by the parties.

9 [(iv) 1.] (6) (I) Following certification of an exclusive
10 representative as provided in [subparagraph (iii) of this paragraph] PARAGRAPH (5) OF
11 THIS SUBSECTION, the parties shall meet at reasonable times and engage in collective
12 bargaining in good faith.

13 [2.] (II) The parties shall make every reasonable effort to
14 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
15 SHERIFF'S OFFICE of matters agreed [upon] ON in its budget request.

16 [(v) 1.] (7) (I) A collective bargaining agreement shall contain
17 all matters of agreement reached in the collective bargaining process.

18 [2.] (II) The agreement may contain a grievance procedure
19 providing for nonbinding arbitration of grievances.

20 [3.] (III) An agreement reached in accordance with this
21 [subparagraph] PARAGRAPH shall be in writing and signed by the designated
22 representatives of the parties involved in the collective bargaining negotiations.

23 [4. A.] (IV) Subject to [subsubsubparagraph B of this
24 subsubparagraph] SUBPARAGRAPH (V) OF THIS PARAGRAPH, an agreement is not
25 effective until it is ratified by a majority of the votes cast by the deputy sheriffs in the
26 bargaining unit and the Sheriff.

27 [B.] (V) Additional funding, if any, required as a result of
28 the agreement shall be subject to the approval of the governing body of [Frederick County]
29 THE COUNTY.

30 [(vi)] (8) Nothing in this [paragraph] SUBSECTION may be
31 construed as authorizing or otherwise allowing a deputy sheriff to engage in a strike as
32 defined in § 3-303 of the State Personnel and Pensions Article.

33 [(6) (i)] (H) (1) This [paragraph] SUBSECTION applies to all
34 full-time correctional officers in the [Frederick County] Sheriff's Office at the rank of

1 sergeant and below.

2 (ii) 1.] (2) Full-time correctional officers at the rank of
3 sergeant and below may:

4 [A.] (I) Take part in or refrain from taking part in forming,
5 joining, supporting, or participating in a labor organization or its lawful activities;

6 [B.] (II) Select a labor organization as their exclusive
7 representative;

8 [C.] (III) Engage in collective bargaining with the Sheriff, or
9 the Sheriff's designee, concerning **THOSE** wages and benefits[,] not regulated by the
10 Sheriff, through a labor organization certified as their exclusive representative;

11 [D.] (IV) Subject to [subsubparagraph 2] **PARAGRAPH (3)** of
12 this [subparagraph] **SUBSECTION**, enter into a collective bargaining agreement, through
13 their exclusive representative, covering those wages and benefits not regulated by the
14 Sheriff; and

15 [E.] (V) Decertify a labor organization as their exclusive
16 representative.

17 [2.] (3) Any additional funding required as a result of a
18 negotiated collective bargaining agreement shall be subject to approval by the governing
19 body of [Frederick County] **THE COUNTY**.

20 [3.] (4) The County Executive, or the County Executive's
21 designee:

22 [A.] (I) May not be a party to a collective bargaining
23 agreement entered into under this [subparagraph] **SUBSECTION**; but

24 [B.] (II) May attend and participate in all collective
25 bargaining sessions of the parties.

26 [(iii) 1.] (5) (I) A labor organization shall be deemed
27 certified as an exclusive representative if the following conditions are met:

28 [A.] 1. A petition for the labor organization to be
29 recognized by the Sheriff is signed by at least 51% of the correctional officers at the rank of
30 sergeant and below indicating their desire to be exclusively represented by the petitioner
31 for the purpose of collective bargaining; and

32 [B.] 2. The petition is submitted to the Sheriff.

1 **[2.] (II)** If the Sheriff does not challenge the validity of the
2 petition within 10 calendar days following the receipt of the petition, the labor organization
3 shall be deemed certified as the exclusive representative.

4 **[3.] (III)** If the Sheriff challenges the validity of the petition,
5 the American Arbitration Association shall be requested to appoint a third party neutral to
6 conduct an election and to certify whether the labor organization has been selected as the
7 exclusive representative by a majority of the votes cast in the election.

8 **[4.] (IV)** The costs associated with the American Arbitration
9 Association and the third party neutral shall be shared equally by the parties.

10 **[(iv) 1.] (6) (I)** Following certification of an exclusive
11 representative as provided in [subparagraph (iii) of this paragraph] **PARAGRAPH (5) OF**
12 **THIS SUBSECTION**, the parties shall meet at reasonable times and engage in collective
13 bargaining in good faith.

14 **[2.] (II)** The parties shall make every reasonable effort to
15 conclude negotiations in a timely manner to allow for inclusion by the [Office of the Sheriff]
16 **SHERIFF'S OFFICE** of matters agreed on in its budget request to the governing body of
17 [Frederick County] **THE COUNTY**.

18 **[(v) 1.] (7) (I)** A collective bargaining agreement shall contain
19 all matters of agreement reached in the collective bargaining process.

20 **[2.] (II)** The agreement may contain a grievance procedure
21 providing for nonbinding arbitration of grievances.

22 **[3.] (III)** An agreement reached in accordance with this
23 [subparagraph] **PARAGRAPH** shall be in writing and signed by the designated
24 representatives of the parties involved in the collective bargaining negotiations.

25 **[4. A.] (IV)** Subject to [subsubsubparagraph B of this
26 subsubparagraph] **SUBPARAGRAPH (V) OF THIS PARAGRAPH**, an agreement is not
27 effective until it is ratified by a majority of the votes cast by the correctional officers in the
28 bargaining unit and the Sheriff.

29 **[B.] (V)** Additional funding, if any, required as a result of
30 the agreement shall be subject to the approval of the governing body of [Frederick County]
31 **THE COUNTY**.

32 **[(vi)] (8)** Nothing in this [paragraph] **SUBSECTION** may be
33 construed as authorizing or otherwise allowing a correctional officer to engage in a strike
34 as defined in § 3–303 of the State Personnel and Pensions Article.

1 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
 2 the scope of the section.

3 Subsections (b) through (h) of this section are derived without substantive
 4 change from former § 2-309(l) of this subtitle.

5 In subsection (b) of this section, the reference to an "annual" salary is added
 6 for clarity.

7 In subsection (c)(1)(ii) of this section, the reference to salaries of \$1,320 "each"
 8 is deleted as unnecessary.

9 In the introductory language of subsection (g)(4) of this section, the reference
 10 to the County Executive "of Frederick County" is added for clarity.

11 **2-325.**

12 **(A) THIS SECTION APPLIES ONLY IN GARRETT COUNTY.**

13 **[(m)] (B) (1) [(i)]** The Sheriff of Garrett County shall receive **AN ANNUAL**
 14 **SALARY OF:**

15 **[1.] (I)** \$28,250 for calendar year 1991;

16 **[2.] (II)** \$30,500 for calendar year 1992;

17 **[3.] (III)** \$32,750 for calendar year 1993;

18 **[4.] (IV)** \$35,000 for calendar year 1994; and

19 **[5.] (V)** For each subsequent year, the salary set by the
 20 County Commissioners **OF GARRETT COUNTY** in accordance with Chapter 91 of the Public
 21 Local Laws of Garrett County.

22 **[(ii)] (2)** The Sheriff is entitled to a sum set by the County
 23 Commissioners, for expenses.

24 **[(2)] (C) (1)** The Sheriff shall employ **[deputies]:**

25 **(I) DEPUTIES** as needed, within the budgetary limits, at salaries of
 26 at least \$5,200 each, one of whom shall act as warden of the jail~~[,];~~ and **[a]**

27 **(II) A** matron for the jail, who shall also perform clerical duties, at
 28 the salary set by the Sheriff.

1 **(2)** The Sheriff may employ additional special deputies whose
2 compensation shall be approved by the County Commissioners.

3 **[(3)] (D) (1)** The Sheriff and the deputy sheriffs shall be allowed extra
4 car mileage and out-of-county mileage at the rate of 14 cents per mile.

5 **(2) [This] THE** mileage allowance shall not be payable if the Sheriff's Office
6 is furnished with automobiles.

7 **[(4)] (E) (1) (I)** The Sheriff shall be reimbursed for the expenses of
8 boarding prisoners committed to the county jail, to be paid monthly **[upon] ON** vouchers
9 submitted by **[him] THE SHERIFF** to the County Commissioners **[of Garrett County]**.

10 **(II) [He] THE SHERIFF** shall also submit with **[these] THE** vouchers
11 an affidavit sworn to by **[him upon] THE SHERIFF ON** personal knowledge showing for
12 each day of the **IMMEDIATELY PRECEDING** month **[just passed]** the number of prisoners
13 boarded by **[him] THE SHERIFF**.

14 **(2)** The Sheriff may appoint a cook for the jail who shall receive a salary of
15 at least \$2,400.

16 **(3)** The Sheriff, deputies, and cook shall each receive an additional
17 allowance of \$200 **[per] A** year for uniforms and cleaning.

18 **[(5) (i)] (F) (1)** This **[paragraph] SUBSECTION** does not apply to the
19 Sheriff or chief deputy sheriff.

20 **[(ii)] (2)** Deputy sheriffs and other employees of the Sheriff's Office
21 are included in the **[Garrett County] COUNTY** classified service system.

22 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
23 the scope of the section.

24 Subsections (b) through (f) of this section are derived without substantive
25 change from former § 2-309(m) of this subtitle.

26 In subsection (b)(1)(v) of this section, the reference to the County
27 Commissioners "of Garrett County" is added for clarity.

28 In subsection (e)(1)(ii) of this section, the reference to the "immediately
29 preceding" month is substituted for the former reference to the month "just
30 passed" for clarity.

1 **(A) THIS SECTION APPLIES ONLY IN HARFORD COUNTY.**

2 **[(n) (1) (i)] (B) (1)** Beginning December 1, 2018, the Sheriff of Harford
3 County shall receive an annual salary of \$136,000, thereafter to be adjusted annually on
4 July 1 in accordance with [subparagraph (ii) of this paragraph] **PARAGRAPH (2) OF THIS**
5 **SUBSECTION.**

6 **[(ii)] (2) (I) 1.** On [and after] July 1, 2019, **AND EACH**
7 **JULY 1 THEREAFTER**, the annual salary of the Sheriff [of Harford County] shall be
8 adjusted annually to reflect the annual change in the “Consumer Price Index” for “All urban
9 consumers” for the expenditure category “All items not seasonally adjusted”, and for all
10 regions.

11 **2.** The Annual Consumer Price Index for the period ending
12 each December, as published by the Bureau of Labor Statistics of the U.S. Department of
13 Labor, shall be used to adjust the annual salary of the Sheriff [of Harford County] while in
14 office.

15 **[2.] (II)** Notwithstanding [subsubparagraph 1 of this
16 subparagraph] **SUBPARAGRAPH (I) OF THIS PARAGRAPH**, the adjustment to the annual
17 salary of the Sheriff [of Harford County] may not exceed 3 percent in any fiscal year.

18 **[(2)] (C)** The Sheriff may not have employment outside of that position
19 unless:

20 **[(i)] (1)** The employment is a part–time teaching position; and

21 **[(ii)] (2)** The total maximum yearly income from the outside
22 employment under this [paragraph] **SUBSECTION** is \$2,500 or less.

23 **[(3)] (D)** The Sheriff shall appoint the number of deputies at the
24 compensation provided in the county budget.

25 **[(4)] (E) (1)** The Sheriff may appoint as a special deputy sheriff:

26 (i) The chief of police of a Harford County municipality; or

27 (ii) A member of the police force of a Harford County municipality
28 who is certified by the Maryland Police Training and Standards Commission.

29 **[(5)] (2)** A special deputy sheriff appointed under this subsection is not
30 an employee of the Sheriff or of [Harford County] **THE COUNTY.**

31 **[(6) (i)] (F) (1)** Except as provided in [subparagraph (ii) of this
32 paragraph] **PARAGRAPH (2) OF THIS SUBSECTION**, an employee of the Harford County

1 Sheriff's Office may not be terminated without just cause.

2 [(ii)] (2) [Subparagraph (i) of this paragraph] **PARAGRAPH (1) OF**
3 **THIS SUBSECTION** does not apply to:

4 [1.] (I) The chief deputy;

5 [2.] (II) A lieutenant colonel or major;

6 [3.] (III) The secretary for the Sheriff;

7 [4.] (IV) A deputy or employee on probationary status; or

8 [5.] (V) The warden of the Harford County Detention
9 Center.

10 [(7) (i)] (G) (1) A lieutenant colonel or major serves at the pleasure
11 of the Sheriff.

12 [(ii)] (2) A lieutenant colonel, major, or captain may not be reduced
13 below the rank of lieutenant without just cause.

14 [(8)] (H) The Sheriff [of Harford County] shall have the authority to
15 formulate and administer a plan that includes the method of supervision to use inmates
16 from the Harford County Detention Center the Sheriff deems eligible and selects to
17 perform, under the supervision of State, county, or municipal employees, tasks the Sheriff
18 assigns within the county or any incorporated municipality within the county.

19 [(9) (i)] (I) (1) This [paragraph] **SUBSECTION** applies only to all
20 full-time deputy sheriffs in the [Office of the Sheriff of Harford County] **SHERIFF'S**
21 **OFFICE** at the rank of captain and below.

22 [(ii)] (2) Sworn law enforcement officers subject to this
23 [paragraph] **SUBSECTION** shall have the right to organize and negotiate with the Harford
24 County Executive and the [Harford County] Sheriff with regard to wages and employee
25 health care premium share not regulated by the Sheriff.

26 [(iii)] (3) Unless otherwise provided in this [paragraph]
27 **SUBSECTION**, the right to organize and negotiate shall be conducted in accordance with §§
28 38-5 through 38-8 of Chapter 38, Article I of the Harford County Code.

29 [(iv)] (4) The terms of any agreement with regard to wages and
30 employee health care premium share not regulated by the Sheriff shall be set forth in a
31 memorandum of agreement entered into between the Sheriff, the County Executive, and
32 the employee organization.

1 [(v)] (5) An agreement with regard to wages and employee health
2 care premium share not regulated by the Sheriff is not effective until the agreement is
3 ratified by:

4 [1.] (I) The Sheriff;

5 [2.] (II) The County Executive; and

6 [3.] (III) The employee organization.

7 [(vi)] (6) A modification to an existing memorandum of agreement
8 is not valid unless the modification is in writing and ratified by:

9 [1.] (I) The Sheriff;

10 [2.] (II) The County Executive; and

11 [3.] (III) The employee organization.

12 [(vii)] (7) If the Sheriff, the County Executive, and the employee
13 organization are unable to reach an agreement by the dates set in Chapter 38, Article I of
14 the Harford County Code, the procedures set forth in § 38–8(b) of the Harford County Code
15 shall apply, with the County Executive and the employee organization as parties to the
16 proceedings described under § 38–8(b) of the Harford County Code.

17 [(10) (i)] (J) (1) This [paragraph] SUBSECTION applies only to all
18 full-time correctional officers in the [Office of the Sheriff of Harford County] SHERIFF'S
19 OFFICE at the rank of captain and below.

20 [(ii)] (2) Correctional officers subject to this [paragraph]
21 SUBSECTION shall have the right to organize and negotiate with the [Harford] County
22 Executive and the [Harford County] Sheriff with regard to wages and employee health care
23 premium share not regulated by the Sheriff.

24 [(iii)] (3) Unless otherwise provided in this [paragraph]
25 SUBSECTION, the right to organize and negotiate shall be conducted in accordance with §§
26 38–5 through 38–8 of Chapter 38, Article I of the Harford County Code.

27 [(iv)] (4) The terms of any agreement with regard to wages and
28 employee health care premium share not regulated by the Sheriff shall be set in a
29 memorandum of agreement entered into between the Sheriff, the County Executive, and
30 the employee organization.

31 [(v)] (5) An agreement with regard to wages and employee health

1 care premium share not regulated by the Sheriff is not effective until the agreement is
2 ratified by:

- 3 [1.] (I) The Sheriff;
4 [2.] (II) The County Executive; and
5 [3.] (III) The employee organization.

6 [(vi)] (6) A modification to an existing memorandum of agreement
7 is not valid unless the modification is in writing and ratified by:

- 8 [1.] (I) The Sheriff;
9 [2.] (II) The County Executive; and
10 [3.] (III) The employee organization.

11 [(vii)] (7) If the Sheriff, the County Executive, and the employee
12 organization are unable to reach an agreement by the dates set in Chapter 38, Article I of
13 the Harford County Code, the procedures set forth in § 38–8(b) of the Harford County Code
14 shall apply, with the County Executive and the employee organization as parties to the
15 proceedings described under § 38–8(b) of the Harford County Code.

16 REVISOR’S NOTE: Subsection (a) of this section is new language added to clarify
17 the scope of the section.

18 Subsections (b) through (j) of this section are derived without substantive
19 change from former § 2–309(n) of this article.

20 In subsection (b)(2)(i) of this section, the phrase “and each July 1 thereafter”
21 is substituted for the former word “after” for clarity.

22 **2–327.**

23 **(A) THIS SECTION APPLIES ONLY IN HOWARD COUNTY.**

24 [(o) (1) (i)] (B) The Sheriff of Howard County shall receive an annual
25 salary [as follows] OF:

- 26 [1.] (1) \$85,000 each calendar year for calendar year 2010
27 through calendar year 2014;
28 [2.] (2) \$88,000 for calendar year 2015;
29 [3.] (3) \$91,000 for calendar year 2016;

1 [4.] (4) \$94,000 for calendar year 2017;

2 [5.] (5) \$97,000 for calendar year 2018;

3 [6.] (6) \$101,000 for calendar year 2019;

4 [7.] (7) \$105,000 for calendar year 2020;

5 [8.] (8) \$109,000 for calendar year 2021; and

6 [9.] (9) \$113,000 for calendar year 2022.

7 (ii) 1.] (C) (1) The Sheriff shall appoint the number of
8 deputies authorized by the county government.

9 [2.] (2) The compensation of the deputies shall be set by the
10 county government.

11 [(2)] (3) (i) Each full-time deputy sheriff at the rank of lieutenant or
12 below appointed by the Sheriff on or after October 1, 2005:

13 1. Shall be required by the Sheriff to serve an initial
14 probationary period of 12 months; and

15 2. May be dismissed by the Sheriff for any reason only during
16 the initial probationary period.

17 (ii) The Sheriff may extend the probationary period **FOR A DEPUTY**
18 **SHERIFF** for reasonable cause.

19 (iii) During the probationary period, the Sheriff has exclusive
20 discretion to determine whether a probationary deputy sheriff has the qualifications and
21 ability to serve in the position of a permanent nonprobationary employee.

22 (iv) Each probationary deputy sheriff shall be required to complete
23 the minimum number of hours mandated for law enforcement agencies established by the
24 Maryland Police Training and Standards Commission.

25 (v) After the probationary period, a full-time deputy sheriff at a
26 rank of lieutenant or below may be disciplined or dismissed only for just cause:

27 1. In accordance with the Law Enforcement Officers' Bill of
28 Rights, if the employee's rights are covered under this bill of rights; or

29 2. In accordance with the personnel rules and regulations of

1 the Howard County Sheriff's Office, if the employee's rights are not covered under the Law
2 Enforcement Officers' Bill of Rights.

3 (vi) Except for an appeal taken pursuant to the Law Enforcement
4 Officers' Bill of Rights, an appeal by an aggrieved party shall be taken to the Circuit Court
5 for Howard County.

6 **[(3) (D) (1)]** The Sheriff may appoint additional temporary deputy
7 sheriffs when necessary for the public safety **[and the]**.

8 **(2) THE** county government shall allow **[them] THE TEMPORARY**
9 **DEPUTY SHERIFFS** reasonable compensation.

10 **(3) [These deputies] A TEMPORARY DEPUTY SHERIFF** may not serve
11 longer than the case actually requires.

12 **[(4) (E)]** The primary duties of the Sheriff are the following:

13 **[(i) (1)]** The security of the circuit court, and the performance of
14 such duties as may be required of the Sheriff by that court;

15 **[(ii) (2)]** The service of process of writs, summonses, orders,
16 petitions, subpoenas, warrants, orders to show cause, and other legal papers; and

17 **[(iii) (3)]** Additional duties, including law enforcement as may be
18 requested by law enforcement or other criminal justice agencies, the circuit court, or the
19 county government, when necessary for the public safety.

20 **[(5) (i) (F) (1)]** This **[paragraph] SUBSECTION** applies only to
21 full-time deputy sheriffs in the **[Office of the Sheriff of Howard County] SHERIFF'S**
22 **OFFICE** at the rank of corporal and below.

23 **[(ii) (2)]** A deputy sheriff may:

24 **[1.] (I)** Take part in or refrain from taking part in forming,
25 joining, supporting, or participating in a labor organization or its lawful activities;

26 **[2.] (II)** Select a labor organization as the exclusive
27 representative of the deputy sheriffs subject to this **[paragraph] SUBSECTION**;

28 **[3.] (III)** Engage in collective bargaining with the Sheriff **[of**
29 **Howard County]**, or the designee of the Sheriff, concerning wages, benefits, and other terms
30 and conditions, except those terms and conditions expressly reserved by the Sheriff under
31 **[subparagraph (v)4A of this paragraph] PARAGRAPH (5)(IV)1 OF THIS SUBSECTION**,
32 through a labor organization certified as the exclusive representative of the deputy sheriffs

1 subject to this [paragraph] SUBSECTION;

2 [4.] (IV) Subject to [item 2 of this subparagraph] ITEM (II)
3 OF THIS PARAGRAPH, enter into a collective bargaining agreement, through the exclusive
4 representative of the deputy sheriffs subject to this [paragraph] SUBSECTION, covering
5 the wages, benefits, and other terms and conditions of employment of the deputy sheriffs
6 subject to this [paragraph] SUBSECTION, except those terms and conditions expressly
7 reserved by the Sheriff in [subparagraph (v)4 of this paragraph] PARAGRAPH (5)(IV) OF
8 THIS SUBSECTION; and

9 [5.] (V) Decertify a labor organization as the exclusive
10 representative of the deputy sheriffs subject to this [paragraph] SUBSECTION.

11 [(iii) 1.] (3) (I) A labor organization seeking certification as
12 an exclusive representative must submit a petition to the Sheriff that is signed by at least
13 30% of the deputy sheriffs indicating the desire of the deputy sheriffs subject to this
14 [paragraph] SUBSECTION to be represented exclusively by the labor organization for the
15 purpose of collective bargaining.

16 [2.] (II) If the Sheriff does not challenge the validity of the
17 petition within 30 calendar days following the receipt of the petition, the petition shall be
18 submitted to the Commissioner of Labor and Industry to be approved by a consent election
19 under Title 4, Subtitle 2, Part II of the Labor and Employment Article.

20 [3.] (III) If the Sheriff challenges the validity of the petition,
21 either party may submit a request to the Commissioner of Labor and Industry to determine
22 the validity of the petition and whether to conduct a consent election under Title 4, Subtitle
23 2, Part II of the Labor and Employment Article.

24 [4.] (IV) The costs associated with a determination by the
25 Commissioner of Labor and Industry under [subsubparagraph 3 of this subparagraph]
26 SUBPARAGRAPH (III) OF THIS PARAGRAPH shall be shared equally by the parties.

27 [5.] (V) A labor organization shall be deemed decertified if
28 a petition is submitted to the Sheriff that is signed by more than 50% of the deputy sheriffs
29 indicating the desire of the deputy sheriffs to decertify the labor organization as the
30 exclusive representative of the deputy sheriffs subject to this [paragraph] SUBSECTION.

31 [(iv) 1.] (4) (I) Following certification of an exclusive
32 representative as provided in [subparagraph (iii) of this paragraph] PARAGRAPH (3) OF
33 THIS SUBSECTION, the certified labor organization and the Sheriff shall meet at
34 reasonable times and engage in collective bargaining in good faith.

35 [2.] (II) The certified labor organization and the Sheriff
36 shall make every reasonable effort to conclude negotiations on or before February 1 of the

1 year in which a collective bargaining agreement is to take effect to allow for inclusion by
2 the Sheriff of matters agreed on in its budget request to the County Executive **OF HOWARD**
3 **COUNTY**.

4 [3. A.] (III) 1. If the certified labor organization and
5 the Sheriff are unable to reach an agreement before the date set forth in [subsubparagraph
6 2 of this subparagraph] **SUBPARAGRAPH (II) OF THIS PARAGRAPH**, an impasse shall be
7 deemed to have been reached, each side shall submit their best and final offers within 24
8 hours, and within 5 days after an impasse is reached the dispute, along with each side's
9 best and final offer, shall be submitted to the Federal Mediation and Conciliation Service.

10 [B.] 2. The mediator appointed by the Federal Mediation
11 and Conciliation Service shall meet with the parties and make written findings of fact and
12 recommendations for the resolution of the dispute by March 1.

13 [C.] 3. The costs associated with the mediator or mediation
14 process shall be shared equally by the parties.

15 [D.] 4. Copies of the mediator's written findings and
16 recommendations shall be sent to the Sheriff and certified labor organization.

17 [E.] 5. The Sheriff and certified labor organization shall
18 meet within 5 days after the conclusion of the mediation to reach a voluntary resolution of
19 the dispute.

20 [F.] 6. If no resolution is reached under
21 [subsubsubparagraph E of this subsubparagraph] **SUBSUBPARAGRAPH 5 OF THIS**
22 **SUBPARAGRAPH**, the Sheriff shall submit to the County Executive the best and final offer
23 of each side and the mediator's findings and recommendations and the County Executive
24 shall review all the materials before making a budget submission for the Sheriff's Office to
25 the County Council **OF HOWARD COUNTY**.

26 [4. A.] (IV) 1. Any additional funding required as a
27 result of a negotiated collective bargaining agreement is subject to approval by the County
28 Executive and County Council.

29 [B.] 2. A request for additional funding shall be submitted
30 to the County Executive by the Sheriff within the time schedule provided in the agreement.

31 [C.] 3. The County Executive and County Council may
32 approve or reject a request for additional funding in whole or in part.

33 [D.] 4. If any part of a request for additional funding is
34 rejected, the entire agreement shall be returned to the parties for further bargaining,
35 during which either party may renegotiate all or part of the agreement within the limits of
36 the funding allocated by the County Executive and County Council and within a timetable

1 established by the County Executive.

2 [(v) 1.] (5) (I) A collective bargaining agreement shall
3 contain all matters of agreement reached in the collective bargaining process.

4 [2.] (II) A collective bargaining agreement may contain a
5 grievance procedure which shall apply only to questions concerning the interpretation or
6 application of a specific provision of the agreement.

7 [3.] (III) A collective bargaining agreement reached in
8 accordance with this [paragraph] SUBSECTION shall be in writing and signed by the
9 certified representatives of the parties involved in the collective bargaining negotiations.

10 [4.] (IV) An agreement made under this [subparagraph]
11 PARAGRAPH may not impair the right and the responsibility of the Sheriff to:

12 [A.] 1. Maintain the order and efficiency of the public
13 service entrusted to the Sheriff and to operate and manage the affairs of the SHERIFF'S
14 Office, including all rights and authority held by the Sheriff prior to signing a collective
15 bargaining agreement except where abridged by an express provision of the agreement;

16 [B.] 2. Determine the purposes and objectives of each of
17 the Sheriff's constituent offices and departments;

18 [C.] 3. Set the standards of services to be offered to the
19 public;

20 [D.] 4. Determine and set work projects, tours of duty,
21 schedules, assignments, and methods, means, personnel, and other resources by which
22 operations are conducted;

23 [E.] 5. Determine and set technology needs, internal
24 security practices, equipment, and the location of facilities;

25 [F.] 6. Exercise control and discretion over the Sheriff's
26 Office and operations;

27 [G.] 7. Hire, promote, transfer, assign, or retain deputy
28 sheriffs in positions within the SHERIFF'S Office;

29 [H.] 8. Establish work rules;

30 [I.] 9. Demote, suspend, discharge, or take any other
31 appropriate disciplinary action against employees for just cause and in accordance with the
32 county charter and other applicable law;

1 **[J.] 10.** Determine the mission, budget, organization,
2 numbers, types, classes, grades, and ranks of deputy sheriffs assigned, the services to be
3 rendered, operations to be performed, and the technology to be used;

4 **[K.] 11.** Set the standards of service and exercise control
5 over operations, including the rights to determine work shifts and the number of deputy
6 sheriffs on each shift;

7 **[L.] 12.** Determine and set the qualifications of deputy
8 sheriffs for appointment and promotions;

9 **[M.] 13.** Set the standards of performance, appearance, and
10 conduct;

11 **[N.] 14.** Judge skill, ability, and physical fitness;

12 **[O.] 15.** Create, eliminate, or consolidate job classifications,
13 departments, or operations; and

14 **[P.] 16.** Control and regulate the use of all equipment and
15 other property of the county.

16 **[5.] (V)** A collective bargaining agreement is not effective
17 until it is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit
18 and approved by the Sheriff.

19 **[(vi)] (6)** Nothing in this **[paragraph] SUBSECTION** may be
20 construed to:

21 **[1.] (I)** Authorize or otherwise allow a deputy sheriff to
22 engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

23 **[2.] (II)** Restrict in any way the authority of the County
24 Executive or County Council to determine the budget for the Sheriff's Office.

25 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
26 the scope of the section.

27 Subsections (b) through (f) of this section are derived without substantive
28 change from former § 2–309(o) of this subtitle.

29 In subsection (c)(3)(ii) of this section, the reference to the probationary period
30 "for a deputy sheriff" is added for clarity.

31 In subsection (f)(4)(ii) of this section, the reference to the County Executive "of
32 Howard County" is added for clarity. Similarly, in subsection (f)(4)(iii)6 of this

1 section, the reference to the County Council “of Howard County” is added.

2 **2-328.**

3 **(A) THIS SECTION APPLIES ONLY IN KENT COUNTY.**

4 **[(p) (1)] (B)** The Sheriff of Kent County shall receive **[a] AN ANNUAL** salary
5 equal to 80% of the annual salary of the State’s Attorney for Kent County.

6 **[(2)] (C)** At the discretion of the County Commissioners **OF KENT**
7 **COUNTY**, the Sheriff shall receive county-owned automobiles as may be necessary to
8 operate the Sheriff’s department.

9 **[(3) (i)] (D) (1)** The Sheriff shall appoint a chief deputy sheriff, or
10 the managerial equivalent, who shall:

11 **[1.] (I)** Receive a salary of at least \$8,000; and

12 **[2.] (II)** Serve at the pleasure of the Sheriff.

13 **[(ii)] (2)** The Sheriff may not refuse to reappoint a deputy sheriff
14 without just cause.

15 **[(4)] (E)** The Sheriff and the Sheriff’s deputies shall be paid allowances as
16 the **COUNTY** Commissioners may deem necessary.

17 **[(5)] (F)** The County Commissioners **[may]:**

18 **(1) MAY** authorize additional deputies as necessary; and **[shall]**

19 **(2) SHALL** set their compensation at the time of their appointment.

20 **[(6)] (G) (1)** The County Commissioners may authorize the Sheriff to
21 appoint as part-time deputies individuals employed in specific plants, schools, hospitals,
22 institutions, business enterprises, and land development tracts situated within **[Kent**
23 **County who are] THE COUNTY.**

24 **(2) PART-TIME DEPUTIES APPOINTED UNDER PARAGRAPH (1) OF**
25 **THIS SUBSECTION:**

26 **(I) ARE** limited to service only within the particular facility where
27 they are employed~~[,];~~ and ~~[who may]~~

28 **(II) MAY** not be compensated by ~~[Kent County]~~ **THE COUNTY** for
29 their services.

1 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
2 the scope of the section.

3 Subsections (b) through (g) of this section are derived without substantive
4 change from former § 2-309(p) of this subtitle.

5 In subsection (b) of this section, the reference to "an annual" salary is added
6 for clarity.

7 In subsection (c) of this section, the reference to the County Commissioners
8 "of Kent County" is added for clarity.

9 In subsection (g)(2) of this section, the reference to "Part-time deputies
10 appointed under paragraph (1) of this subsection" is added for clarity.

11 **2-329.**

12 **(A) THIS SECTION APPLIES ONLY IN MONTGOMERY COUNTY.**

13 **[(q) (1)] (B)** It is the intent of the General Assembly to:

14 **[(i)] (1)** Protect the right to bargain of the Montgomery County
15 Executive and the Montgomery County Sheriff;

16 **[(ii)] (2)** Preserve a single master collective bargaining agreement
17 to the extent that a single exclusive bargaining representative represents multiple units of
18 employees covered under the Montgomery County Collective Bargaining Law; and

19 **[(iii)] (3)** Streamline, facilitate, and make more effective the
20 collective bargaining process by ensuring that there shall be a single collective bargaining
21 agreement with both the Montgomery County government and the Montgomery County
22 Sheriff's Office if a single exclusive bargaining representative represents both
23 **[Montgomery County] COUNTY** government employees and **[Montgomery County Sheriff]**
24 employees **OF THE SHERIFF'S OFFICE.**

25 **[(2)] (C) (1)** The Sheriff of Montgomery County shall receive a salary,
26 subject to § 35 of Article III of the Maryland Constitution, and an allowance for expenses,
27 as the County Council **OF MONTGOMERY COUNTY** provides in its annual budget.

28 **(2) (I)** The County Council shall provide an automobile for the use of
29 the Sheriff and **[his deputies] DEPUTY SHERIFFS** for the general public work of the office
30 **[and the].**

31 **(II) THE** expense of operating the automobile shall be paid by the
32 county.

1 **[(3) (i) (D) (1)]** The Sheriff may appoint **[2] TWO** full-time
2 assistant sheriffs and the number of deputies provided in the county budget.

3 **[(ii) (2)]** The Sheriff shall also appoint the other clerical and
4 administrative employees provided in the county budget, all of whom shall be paid by the
5 county.

6 **[(iii) 1.] (3) (I)]** With the exception of the assistant sheriffs,
7 all full-time deputy sheriffs of all ranks may, **[upon] ON** appointment, be required by the
8 Sheriff to serve a probationary period of 12 months following attainment of sworn status.

9 **[2.] (II)]** Civilian employees may, **[upon] ON** appointment,
10 be required by the Sheriff to serve a probationary period of 6 months.

11 **[3.] (III)]** The probationary period may be extended by the
12 Sheriff for reasonable cause in accordance with an applicable collective bargaining
13 agreement.

14 **[4.] (IV)]** During the probationary period, the determination
15 of the employee's qualifications and ability to serve in the position of a permanent,
16 nonprobationary employee shall be within the exclusive discretion of the Sheriff, subject to
17 the **[Montgomery County] COUNTY** merit system laws and personnel regulations.

18 **[(4) (i) (E) (1) (I)]** The Sheriff shall fix the compensation of, and
19 may discharge, the deputy sheriffs, and other employees appointed, subject to budget
20 limitations, the **[Montgomery County] COUNTY** merit system law, personnel regulations,
21 or applicable collective bargaining agreement.

22 **(II)]** The Sheriff shall fix the compensation of the assistant sheriffs
23 subject to budget limitations.

24 **[(ii) (2) (I)]** Except for the assistant sheriffs, personnel
25 appointed by the Sheriff shall be considered for all purposes as **[Montgomery County]**
26 **COUNTY** merit system employees and subject to the **[Montgomery County] COUNTY** merit
27 system law, personnel regulations, and applicable collective bargaining agreement.

28 **(II)]** Assistant sheriffs shall serve at the pleasure of the Sheriff and
29 shall meet the qualifications of the Maryland Police Training and Standards Commission
30 standards for law enforcement officers.

31 **[(iii) 1.] (F) (1)]** Nonprobationary deputy sheriffs below the
32 rank of lieutenant and nonprobationary civilian employees as defined in the Montgomery
33 County Code, § 33-102(4), shall have the right to organize and bargain collectively in
34 accordance with the Montgomery County Code, Chapter 33, Article VII, with regard to
35 compensation, pension for active employees, fringe benefits, hours, and terms and

1 conditions of employment, including performance evaluation procedures.

2 **[2.] (2)** Employees, other than the assistant sheriffs, are
3 subject to the **[Montgomery County] COUNTY** merit system law and personnel regulations
4 and may be excluded from those provisions only to the extent that the applicability of those
5 provisions is made the subject of collective bargaining.

6 **[3. A.] (3) (I)** As to the employees described in
7 **[subsubparagraph 1 of this subparagraph] PARAGRAPH (1) OF THIS SUBSECTION**, the
8 **[Montgomery] County Executive** shall be considered the employer of the employees under
9 the **Montgomery County Code, Chapter 33, Article VII**, only for the purpose of collective
10 bargaining for compensation, pension, fringe benefits, and hours.

11 **[B.] (II)** If a single bargaining representative represents
12 both **[Montgomery County] COUNTY** government employees and **[Montgomery County**
13 **Sheriff] employees OF THE SHERIFF'S OFFICE**, any and all terms and conditions of
14 employment set forth in any current and subsequent collective bargaining agreement
15 between the **[Montgomery County] COUNTY** government and the bargaining
16 representative shall be applicable to employees of the **[Montgomery County Sheriff]**
17 **SHERIFF'S OFFICE** unless different terms and conditions of employment are negotiated
18 by the Sheriff in accordance with **[subsubparagraph 4 of this subparagraph] PARAGRAPH**
19 **(4) OF THIS SUBSECTION**.

20 **[4. A.] (4) (I)** The Sheriff shall be considered the
21 employer for all other purposes and shall be considered the employer under the
22 **Montgomery County Code, Chapter 33, Article VII**, for all other terms and conditions of
23 employment.

24 **[B.] (II)** If a single bargaining representative represents
25 both **[Montgomery County] COUNTY** government employees and **[Montgomery County**
26 **Sheriff] employees OF THE SHERIFF'S OFFICE**, the Sheriff shall bargain only over
27 particular matters, not involving compensation, pension, fringe benefits, and hours,
28 applicable to employees of the **[Montgomery County Sheriff] SHERIFF'S OFFICE**.

29 **[C.] (III)** If the Sheriff and the bargaining representative
30 disagree over whether a matter is applicable to employees of the **[Montgomery County**
31 **Sheriff] SHERIFF'S OFFICE**, the dispute shall be resolved by the Labor Relations
32 Administrator appointed under **Chapter 33, Article VII of the Montgomery County Code**,
33 following the procedures for the resolution of prohibited practices charges and consistent
34 with the General Assembly's intent to preserve a single master collective bargaining
35 agreement.

36 **[5.] (5)** There shall be only one collective bargaining
37 agreement covering both **[Montgomery County] COUNTY** government employees and
38 **[Montgomery County Sheriff] employees OF THE SHERIFF'S OFFICE** and any agreements

1 reached under this [subparagraph] PARAGRAPH shall be included in an appendix or
2 addendum to the agreement between the [Montgomery County] COUNTY government and
3 the bargaining representative.

4 [(iv)] (6) Any required funding for the terms of an agreement
5 negotiated by the Sheriff under [subparagraph (iii) of this paragraph] THIS SUBSECTION
6 is subject to the budget and fiscal policies of [Montgomery County] THE COUNTY.

7 [(v)] (7) Except as provided in the [Montgomery County] COUNTY
8 merit system law and personnel regulations, the provisions of [subparagraph (iii) of this
9 paragraph] THIS SUBSECTION and any agreement made under it may not impair the right
10 and responsibility of the Sheriff to:

11 [1.] (I) Determine the overall mission of the Sheriff's Office
12 and, subject to the budget and fiscal policies of [Montgomery County] THE COUNTY, the
13 Sheriff's Office budget;

14 [2.] (II) Maintain and improve the efficiency and
15 effectiveness of operations;

16 [3.] (III) Determine the services to be rendered and the
17 operations to be performed;

18 [4.] (IV) Determine the overall organizational structure,
19 methods, processes, means, and personnel by which operations are to be conducted and the
20 location of facilities;

21 [5.] (V) Direct and supervise employees;

22 [6.] (VI) Hire and select new employees;

23 [7.] (VII) Establish the standards governing promotion of
24 employees, subject to the [Montgomery County] COUNTY merit system law and personnel
25 regulations;

26 [8.] (VIII) Relieve employees from duties because of lack of
27 work or funds or under conditions when the employer determines continued work would be
28 inefficient or nonproductive;

29 [9.] (IX) Take actions to carry out the mission of government
30 in situations of emergency;

31 [10.] (X) Transfer, assign, and schedule employees;

32 [11.] (XI) Determine the size and composition of the

1 workforce, subject to the county's budget and fiscal policies;

2 [12.] (XII) Set the standards of productivity and technology;

3 [13.] (XIII) Establish employee performance standards and
4 evaluate employees;

5 [14.] (XIV) Make and implement systems for awarding
6 outstanding service increments, extraordinary performance awards, and other merit
7 awards, subject to the budget and fiscal policies of [Montgomery County] **THE COUNTY**;

8 [15.] (XV) Introduce new or improved technology, research,
9 development, and services;

10 [16.] (XVI) Control and regulate the use of machinery,
11 equipment, and other property and facilities of the Sheriff's Office;

12 [17.] (XVII) Maintain internal security standards;

13 [18.] (XVIII) Create, alter, combine, contract out, or abolish any
14 operation, unit, or other division or service, except that:

15 [A.] 1. Contracting out work that will displace employees
16 may not be undertaken by the employer unless 90 days prior to signing the contract, or on
17 another date of notice as agreed to by the parties, written notice has been given to the
18 certified representative and the contracting out of work shall be consistent with any
19 applicable provision of the Montgomery County Code; and

20 [B.] 2. Any displacement of bargaining unit members shall
21 be conducted in a manner that is consistent with any applicable provision of the
22 Montgomery County Code and any applicable collective bargaining agreement;

23 [19.] (XIX) Suspend, discharge, or otherwise discipline:

24 [A.] 1. Sworn employees for cause under the Maryland
25 Law Enforcement Officers' Bill of Rights; and

26 [B.] 2. Civilian employees, subject to the [Montgomery
27 County] **COUNTY** merit system law and collective bargaining agreement where applicable,
28 provided that, subject to § 404 of the Montgomery County Charter, any action to suspend,
29 discharge, or otherwise discipline a civilian employee may be subject to the grievance
30 procedure set forth in the collective bargaining agreement; and

31 [20.] (XX) Issue and enforce rules, policies, and regulations
32 necessary to carry out the functions of this [subparagraph] **PARAGRAPH** and all other
33 managerial functions that are not inconsistent with law or the terms of the collective

1 bargaining agreement.

2 [(vi) 1.] (G) (1) Each assistant sheriff whose duty
3 assignment requires the use of a motor vehicle shall [be]:

4 (I) BE reimbursed in such amounts as shall be set forth in the
5 budget for expenses for traveling, transportation, or use of motor vehicles[, or may, in the
6 alternative, be]; OR

7 (II) BE allowed the use of a publicly owned motor vehicle.

8 [2.] (2) Each deputy sheriff whose duty assignment
9 requires the use of a motor vehicle shall [be]:

10 (I) BE reimbursed in an amount set forth in an applicable collective
11 bargaining agreement for expenses for traveling, transportation, or use of motor vehicles[,
12 or may, in the alternative, be]; OR

13 (II) BE allowed use of a publicly owned motor vehicle.

14 [(5)] (H) Deputy sheriffs are not entitled to any additional compensation
15 for rendering services incident to their office.

16 (I) The County Council shall levy and collect annual taxes on the assessable
17 property in the county in an amount sufficient to pay the salaries and allowances of the
18 Sheriff and [the Sheriff's deputies] DEPUTY SHERIFFS.

19 REVISOR'S NOTE: Subsection (a) of this section is new language added to
20 clarify the scope of the section.

21 Subsections (b) through (i) of this section are derived without substantive
22 change from former § 2-309(q) of this subtitle.

23 In subsection (c)(1) of this section, the reference to the County Council "of
24 Montgomery County" is added for clarity.

25 **2-330.**

26 (A) **THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.**

27 [(r)] (B) (1) The Sheriff of Prince George's County shall[:

28 (i) Receive an] **RECEIVE:**

29 (I) **AN** annual salary of \$132,734 for calendar year 2013; and[, for]

1 **(II) FOR** calendar year 2014 and each subsequent calendar year,
2 **[the Sheriff's] AN** annual salary **[shall]** equal **TO** the salary of a circuit court judge**[:]**.

3 **[(ii) Be] (2) THE SHERIFF SHALL:**

4 **(I) BE** provided with an automobile during the term as Sheriff for
5 the use and work of the Sheriff's Office, with adequate maintenance and insurance for the
6 automobile to be at the cost of the county; and

7 **[(iii)] (II)** Receive not more than \$5,000 per year for expenses
8 incurred in performing the duties of Sheriff, including training and education, an
9 accounting of which shall be submitted to the County Director of Finance for approval.

10 **[(2) (i)] (C) (1) (I)** The Sheriff **[of Prince George's County]** shall
11 be provided with **[4] FOUR** full-time assistant sheriffs**[, and all]**.

12 **(II) THE** assistant sheriffs shall be selected and appointed by the
13 Sheriff and serve at the Sheriff's pleasure.

14 **(III)** One of the assistant sheriffs shall be appointed as the chief
15 assistant sheriff.

16 **(IV)** The assistant sheriffs shall be considered line officers, if so
17 designated by the Sheriff.

18 **[(ii)] (2)** Each assistant sheriff shall **BE PROVIDED WITH:**

19 **[1.] (I)** **[Be provided with an] AN** automobile for **[so long as]**
20 they shall remain appointed assistant sheriff] **THE DURATION OF THE ASSISTANT**
21 **SHERIFF'S APPOINTMENT**, for the use and work of the **[Office of Sheriff] SHERIFF'S**
22 **OFFICE**, with adequate maintenance and insurance of the automobile to be at the expense
23 of the county; and

24 **[2.] (II)** **[Be provided with an] AN** expense allowance of not
25 more than \$2,500 annually, an accounting of which shall be submitted to the County
26 Director of Finance for approval.

27 **[(iii)] (3)** Each assistant sheriff may participate in the
28 supplemental retirement program provided to deputy sheriffs by the county.

29 **[(iv)] (4)** The assistant sheriffs shall devote their full time and
30 attention to the **[Office of Sheriff] SHERIFF'S OFFICE**.

31 **[(v)] (5) (I) 1.** Except as provided in **[subparagraph (vi)]** of

1 this paragraph] **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH**, the chief assistant
2 sheriff shall receive an annual salary of \$71,091.

3 [(vi)] **2.** The salary of a commissioned deputy sheriff appointed to
4 the position of chief assistant sheriff shall be provided for by the Sheriff in the budget of
5 the county.

6 **(II) 1. EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2 OF**
7 **THIS SUBPARAGRAPH, THE ASSISTANT SHERIFFS SHALL RECEIVE AN ANNUAL**
8 **SALARY OF \$69,888.**

9 **2. THE SALARY OF COMMISSIONED DEPUTY SHERIFFS**
10 **SERVING AS ASSISTANT SHERIFFS SHALL BE PROVIDED FOR BY THE SHERIFF IN THE**
11 **BUDGET OF THE COUNTY.**

12 [(vii)] **(D) (1)** The Sheriff and the assistant sheriffs shall be
13 provided with an annual clothing allowance equal to that which is provided to deputy
14 sheriffs of all ranks for the procurement, care, and upkeep of clothing and leather goods,
15 and administered for that purpose.

16 [(viii) 1.] **(2) (I)** Except as provided in [subsubparagraph 2 of
17 this subparagraph] **SUBPARAGRAPH (II) OF THIS PARAGRAPH**, the Sheriff, chief
18 assistant sheriff, and assistant sheriffs shall receive each benefit, other than salary
19 increases, that is negotiated for the deputy sheriffs by the Deputy Sheriffs' Association and
20 granted to the management team of the [Prince George's County] Sheriff's Office.

21 **[2.] (II)** Any additional or increased benefit does not apply
22 to the incumbent Sheriff, but shall take effect at the beginning of the next following term
23 of office.

24 **[(3)] (E) (1) (I)** In addition to the assistant sheriffs, the Sheriff [of
25 Prince George's County] shall be provided with the number of full-time employees,
26 including civilian employees and commissioned deputy sheriffs, as is deemed necessary and
27 appropriate to carry out the duties and discharge of the Sheriff's Office.

28 **(II)** The cost and expense of the positions of the full-time employees,
29 including the salaries, shall be provided for in the budget of the county.

30 **[(4)] (2) (I)** All full-time civilian employees shall be subject to the
31 county personnel law.

32 **(II)** Civilian employees shall [have]:

33 **1. HAVE** the right to organize and bargain collectively[.
34 Civilian employees shall be]; **AND**

1 **2.** **BE** subject to the Prince George's County Labor Code with
2 regard to collective bargaining for compensation, including pension and fringe benefits,
3 hours, and terms and conditions of employment.

4 **(III)** The County Executive **OF PRINCE GEORGE'S COUNTY** shall be
5 considered the employer of the civilian employees only for the purpose of collective
6 bargaining for compensation, including pension and fringe benefits, and hours.

7 **(IV) 1.** [The Sheriff] **SUBJECT TO THE PROVISIONS OF**
8 **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF** shall be considered the
9 employer for purposes of collective bargaining for other terms and conditions of
10 employment.

11 **2.** [However, any] **ANY** required funding for a collective
12 bargaining agreement negotiated by the Sheriff shall be subject to the approval of the
13 [County Executive] **COUNTY EXECUTIVE**.

14 **[(5) (F) (1)]** [With the exception of] **EXCEPT FOR** the assistant
15 sheriffs, all full-time deputy sheriffs of all ranks, provided for the Sheriff in the budget of
16 the county, [upon commencement of any position in the Sheriff's department] may be
17 required by the Sheriff to serve a probationary period of 12 months **ON COMMENCEMENT**
18 **OF ANY POSITION IN THE SHERIFF'S DEPARTMENT**.

19 **(2)** The probationary period may be extended by the Sheriff for reasonable
20 cause.

21 **(3)** During the probationary period, the determination of the employee's
22 qualifications and ability to serve in the position of a permanent, nonprobationary employee
23 shall be within the exclusive discretion of the Sheriff.

24 **(4)** All probationary commissioned deputy sheriffs shall be required to
25 complete the minimum number of hours as mandated [to] **FOR** other law enforcement
26 agencies, as set by the Maryland Police Training and Standards Commission.

27 **[(6) (i) (G) (1)]** [With the exception of] **EXCEPT FOR** the assistant
28 sheriffs, all commissioned full-time employees, including deputy sheriffs of all ranks and
29 court security officers, that are provided for by the Sheriff in the budget of the county, shall
30 be subject to the county personnel law.

31 **[(ii)]** Except as provided in subparagraph (iii) of this paragraph, the
32 assistant sheriffs shall receive an annual salary of \$69,888.

33 **[(iii)]** The salary of commissioned deputy sheriffs serving as assistant
34 sheriffs shall be provided for by the Sheriff in the budget of the county.]

1 **[(7)] (2)** All nonprobationary commissioned full-time employees,
2 including deputy sheriffs of all ranks, are subject to the Law Enforcement Officers' Bill of
3 Rights.

4 **(3) (I)** All commissioned full-time employees, including deputy sheriffs
5 of all ranks and court security officers, are also subject to the Labor Code of the county with
6 regard to collective bargaining for compensation, including pension and other fringe
7 benefits, hours, and terms and conditions of employment.

8 **(II)** The County Executive shall be considered the ["employer"]
9 **EMPLOYER** of the deputy sheriffs and court security officers only for the purpose of
10 collective bargaining for compensation, including pension and fringe benefits, and hours.

11 **(III) 1.** [The Sheriff] **SUBJECT TO THE PROVISIONS OF**
12 **SUBSUBPARAGRAPH 2 OF THIS SUBPARAGRAPH, THE SHERIFF** shall be considered the
13 employer for purposes of collective bargaining for other terms and conditions of
14 employment.

15 **2.** [However, any] **ANY** required funding for a collective
16 bargaining agreement negotiated by the Sheriff shall be subject to the approval of the
17 County Executive.

18 **[(8) (i)] (H) (1)** The Sheriff and the [Sheriff's deputies] **DEPUTY**
19 **SHERIFFS** shall be limited in their duties as law enforcement officers, as follows:

20 **[1.] (I)** The full power of arrest[, the];

21 **(II) THE** service of process of all writs, summonses, orders, petitions,
22 subpoenas, warrants, rules to show cause, and all other legal papers;

23 **[2.] (III)** The care and supervision of prisoners at any of the
24 county detention centers, hospitals, penal institutions, or other places of confinement;

25 **[3.] (IV)** The security of all State and county courts and the
26 performance of such duties as may be required of them by the courts;

27 **[4.] (V)** The transportation of all legally detained persons;

28 **[5.] (VI)** The administration and enforcement of casino night
29 permits as authorized by the governing body of the county; and

30 **[6.] (VII)** As of October 1, 2007, specific duties as authorized
31 by the county governing body, including:

1 [A.] 1. Responding to domestic violence calls;

2 [B.] 2. Acting as school resource deputies in county
3 schools; and

4 [C.] 3. Providing security for [Prince George's County]
5 COUNTY public school sporting events and extracurricular activities that are held in the
6 county, sponsored by a public school, and open to the public.

7 [(ii) 1.] (2) (I) The duties authorized in [subparagraph (i)6
8 of this paragraph] PARAGRAPH (1)(VII) OF THIS SUBSECTION shall be enumerated in a
9 memorandum of understanding entered into by the Prince George's County Police
10 Department and the Office of the Sheriff of Prince George's County.

11 [2.] (II) The memorandum of understanding [may]:

12 1. MAY be revised only by the county governing body[.]; AND

13 [3. The memorandum of understanding is]

14 2. IS in effect from the date it is signed by both parties, but
15 not before October 1, 2007.

16 [(9) (I) (1) [Neither] EXCEPT AS PROVIDED IN PARAGRAPH (2) OF
17 THIS SUBSECTION, NEITHER the Sheriff [of Prince George's County] nor any [of the
18 Sheriff's deputies shall] DEPUTY SHERIFF MAY conduct criminal investigations[, except:].

19 (2) THE SHERIFF OR A DEPUTY SHERIFF MAY CONDUCT CRIMINAL
20 INVESTIGATIONS:

21 (i) In matters concerning the Sheriff's department;

22 (ii) On request of the courts;

23 (iii) As necessary for the administration and enforcement of casino
24 night permits as authorized by the county governing body; [or] AND

25 (iv) In investigations arising out of or incident to normally assigned
26 duties, including those duties authorized by the county governing body under [paragraph
27 (8)(i)6 of this subsection] SUBSECTION (H)(1)(VII) OF THIS SECTION.

28 [(10) (3) When [a] THE Sheriff or [Sheriff's deputy] A DEPUTY SHERIFF
29 has commenced an investigation under paragraph [(9)(iv)] (2)(IV) of this subsection, the
30 Sheriff or [the Sheriff's deputy] DEPUTY SHERIFF SHALL:

1 (i) [Shall immediately] **IMMEDIATELY** notify the appropriate law
2 enforcement agency that has jurisdiction over the matter; and

3 (ii) [Shall transfer] **TRANSFER** the investigation to an appropriate
4 law enforcement agency that has jurisdiction over the matter on request of the agency.

5 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
6 the scope of the section.

7 Subsections (b) through (i) of this section are derived without substantive
8 change from former § 2-309(r) of this subtitle.

9 In subsection (e)(2)(iii) of this section, the reference to the County Executive
10 "of Prince George's County" is added for clarity.

11 **2-331.**

12 **(A) THIS SECTION APPLIES ONLY IN QUEEN ANNE'S COUNTY.**

13 [(s) (1) (i)] **(B) (1)** The Sheriff of Queen Anne's County shall receive
14 [a] **AN ANNUAL** salary set by the County Commissioners **OF QUEEN ANNE'S COUNTY** of
15 at least \$10,000.

16 [(ii)] **(2)** The Sheriff shall appoint a chief deputy sheriff, or the
17 managerial equivalent, who shall:

18 [1.] **(I)** Receive [a] **AN ANNUAL** salary set by the County
19 Commissioners of at least \$4,500; and

20 [2.] **(II)** Serve at the pleasure of the Sheriff.

21 [(iii) 1.] **(3) (I)** The Sheriff may appoint the number of
22 assistant deputy sheriffs as the County Commissioners approve, at **ANNUAL** salaries set
23 by the County Commissioners of at least \$4,200.

24 [2.] **(II)** The Sheriff may not refuse to reappoint a deputy
25 sheriff without just cause.

26 [(iv)] **(4)** The **COUNTY** Commissioners may appoint an assistant
27 deputy sheriff, at [a] **AN ANNUAL** salary set by the County Commissioners of at least
28 \$4,200.

29 [(2)] **(C)** The salaries are in lieu of all expenses, fees, costs, and charges,
30 except for the board and keeping of prisoners in the county jail and other necessary
31 operating expenses allowed by law or practice, including all expenses for transferring
32 persons to and from penal institutions, places of confinement, and State institutions in the

1 State under sentence or order of an authority.

2 **[(3)] (D)** The County Commissioners may include in the merit system of
3 the county the employees of the Queen Anne's County Sheriff's Department.

4 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
5 the scope of the section.

6 Subsections (b) through (d) of this section are derived without substantive
7 change from former § 2-309(s) of this subtitle.

8 In subsection (b) of this section, the references to "annual" salaries are added
9 for clarity.

10 In subsection (b)(1) of this section, the reference to the County Commissioners
11 "of Queen Anne's County" is added for clarity.

12 **2-332.**

13 **(A) THIS SECTION APPLIES ONLY IN ST. MARY'S COUNTY.**

14 **[(t) (1)] (B)** The [annual salary of the] Sheriff of St. Mary's County shall [be]
15 **RECEIVE AN ANNUAL SALARY OF:**

16 **[(i)] (1)** \$100,000 for [the] calendar year 2015;

17 **[(ii)] (2)** \$102,000 for [the] calendar year 2016;

18 **[(iii)] (3)** \$104,040 for [the] calendar year 2017; and

19 **[(iv)] (4)** Beginning in calendar year 2018, equal to the salary of a
20 Department of State Police lieutenant colonel (step 12).

21 **[(2)] (C)** The Sheriff shall devote full time to the duties of office.

22 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
23 the scope of the section.

24 Subsections (b) and (c) of this section are derived without substantive change
25 from former § 2-309(t) of this subtitle.

26 In subsection (b)(1), (2), and (3) of this section, the word "the" is deleted as
27 surplusage.

28 **2-333.**

1 **(A) THIS SECTION APPLIES ONLY IN SOMERSET COUNTY.**

2 [(u) (1) (i)] **(B) (1)** The Sheriff of Somerset County shall receive [a] AN
3 ANNUAL salary of not less than \$75,000 [and no].

4 **(2) THE SHERIFF MAY NOT RECEIVE AN** expense allowance.

5 [(ii)] **(C) (1)** [He] **THE SHERIFF** shall appoint a chief deputy
6 who shall receive [a] AN ANNUAL salary of not less than \$7,500.

7 [(iii)] **(2)** Subject to the approval of the County Commissioners **OF**
8 **SOMERSET COUNTY**, the Sheriff may appoint additional deputies at the compensation set
9 by the County Commissioners prior to any appointment.

10 [(iv)] **(3)** Deputy sheriffs serve under the direction of the Sheriff.

11 [(v)] **(4)** Deputy sheriffs are required, within 1 year after their
12 appointment, to complete successfully the course that the Maryland Police Training and
13 Standards Commission prescribes for police officers.

14 [(vi) 1.] **(5) (I)** Except as provided in [subsubparagraph 2]
15 **SUBPARAGRAPH (II)** of this [subparagraph] **PARAGRAPH**, a deputy sheriff whose position
16 is funded by the County Commissioners [becomes]:

17 **1. BECOMES** a merit system employee of the Office of Sheriff
18 of Somerset County on completion of the deputy sheriff's initial probation period; and [may]

19 **2. MAY** not be dismissed without cause.

20 [2.] **(II)** A deputy sheriff whose position is funded through a
21 grant or other source may be dismissed without cause after the funding source is depleted.

22 [(vii)] **(6) (I)** The County Commissioners may appoint a jail
23 warden as the county jailer.

24 **(II)** Prior to the appointment of any individual, the County
25 Commissioners shall establish an annual rate of compensation for the county jailer.

26 [(2)] **(D)** The Sheriff and [his deputies] **DEPUTY SHERIFFS** may wear
27 uniforms when performing their official duties[, and the].

28 **(E) THE** automobiles used by the Sheriff's Office shall be equipped with a
29 two-way radio.

30 [(3)] **(F)** The County Commissioners may pay for the uniforms, radios,

1 automobiles, and operating expenses of the automobiles of the Sheriff's Office.

2 **[(4)] (G)** The County Commissioners may include in the merit system of
3 the county the employees of the **[Somerset County]** Sheriff's Office.

4 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
5 the scope of the section.

6 Subsections (b) through (g) of this section are derived without substantive
7 change from former § 2-309(u) of this subtitle.

8 In subsections (b)(1) and (c)(1) of this section, the references to an "annual"
9 salary are added for clarity.

10 In subsection (c)(2) of this section, the reference to the County Commissioners
11 "of Somerset County" is added for clarity.

12 **2-334.**

13 **(A) THIS SECTION APPLIES ONLY IN TALBOT COUNTY.**

14 **[(v) (1)] (B)** The Sheriff of Talbot County shall receive a salary as set by the
15 County Council **OF TALBOT COUNTY.**

16 **[(2)] (C)** The Sheriff may appoint, subject to the approval of the County
17 Council, the number of deputies the Sheriff deems necessary at the compensation fixed by
18 the County Council prior to the appointment.

19 **[(3)] (D)** The Sheriff may appoint a chief deputy sheriff, or the managerial
20 equivalent, who shall serve at the pleasure of the Sheriff.

21 **[(4)] (E)** The Sheriff may not refuse to reappoint a deputy sheriff without
22 just cause.

23 **[(5)] (F)** The Sheriff's Office shall be operated on a 24-hour daily basis.

24 **[(6)] (G)** The County Council may:

25 **[(i)] (1)** Require the Sheriff and deputy sheriffs to wear the
26 uniforms and equipment prescribed by the County Council while on duty or performing an
27 official act; and

28 **[(ii) 1.] (2) (I)** Issue the required uniforms and equipment
29 to the Sheriff and deputy sheriffs; or

30 **[2.] (II)** Reimburse the Sheriff and deputy sheriffs for the

1 purchase of uniforms and equipment.

2 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
3 the scope of the section.

4 Subsections (b) through (g) of this section are derived without substantive
5 change from former § 2-309(v) of this subtitle.

6 In subsection (b) of this section, the reference to the County Council "of Talbot
7 County" is added for clarity.

8 **2-335.**

9 **(A) THIS SECTION APPLIES ONLY IN WASHINGTON COUNTY.**

10 [(w) (1) (i)] **(B)** The Sheriff of Washington County shall receive [a] AN
11 ANNUAL salary of the greater of:

12 [1.] **(1)** \$100,000; or

13 [2.] **(2)** The salary set by the County Commissioners of
14 Washington County under Title 28, Subtitle 2 of the Local Government Article.

15 [(ii)] **(C)** The Sheriff shall appoint a chief deputy at a salary level
16 set by the County Commissioners.

17 [(iii)] **(D) (1)** The Sheriff may appoint deputy sheriffs and other
18 personnel necessary to perform the duties of office at salary levels set by the County
19 Commissioners in accordance with the county's budgetary process.

20 (2) (i) Any deputy sheriff appointed according to this subsection [shall]:

21 1. **SHALL** be placed on a probationary status for the first
22 [two] **2** years of [his] **THE DEPUTY SHERIFF'S** employment[.]; and [may]

23 2. **MAY** be dismissed by the Sheriff for any reason during
24 that probationary period.

25 (ii) At the conclusion of continuous employment for [two] **2** years, a
26 deputy sheriff having the rank of major or below [has]:

27 1. **HAS** tenure[.]; and [may]

28 2. **MAY** be discharged by the Sheriff only for misfeasance,
29 malfeasance, nonfeasance, or insubordination in office.

1 (3) If the Sheriff [of Washington County] approves after considering
2 personnel needs, the County Commissioners may authorize a deputy sheriff to perform
3 off-duty services for any person who agrees to pay a fee, including hourly rates for off-duty
4 service, any necessary insurance to be determined by the COUNTY Commissioners, any
5 fringe benefits, and the reasonable rental cost of uniforms or other equipment used by any
6 off-duty personnel.

7 [(4) (i)] (E) (1) The Sheriff [of Washington County] may appoint
8 special deputy sheriffs, including members of the police force of a Washington County
9 municipality who are:

10 [1.] (I) Selected by the chief of police of the municipality;
11 and

12 [2.] (II) Verified by the chief of police of the municipality as
13 having achieved at least the minimum level of training for police duties in a municipality
14 as designated by the Maryland Police Training and Standards Commission.

15 [(ii)] (2) The appointment of special deputy sheriffs is subject to the
16 following conditions:

17 [1.] (I) The Sheriff shall assign the special deputy sheriff who
18 is a member of the police force to duties in the municipality where the special deputy sheriff
19 is a member of the police force or to duties in other areas of the county, including:

20 [A.] 1. Performing a vehicle traffic stop resulting from the
21 special deputy sheriff's observation that the operation of the vehicle endangered human
22 life;

23 [B.] 2. Stabilizing a traffic situation that is endangering
24 human life;

25 [C.] 3. Stabilizing an emergency situation that involves the
26 potential for loss of human life, bodily injury, or damage to property;

27 [D.] 4. Responding as an initial responder or an emergency
28 responder after being dispatched by the Washington County Emergency Communications
29 Center to a location outside the special deputy sheriff's jurisdiction but which the
30 Emergency Communications Center believed was in the special deputy sheriff's
31 jurisdiction;

32 [E.] 5. Responding to an emergency under a Mutual Aid and
33 Assistance Agreement to which a municipality and the [Washington County] Sheriff's
34 Office are parties and which is in effect at the time of the response or under a mutual aid
35 agreement under § 2-105 of the Criminal Procedure Article if the special deputy sheriff is

1 in compliance with the agreement;

2 [F.] 6. Serving on a task force that is jointly operated by a
3 municipal police department and the [Washington County] Sheriff's Office; or

4 [G.] 7. Serving on a special response team that has been
5 activated for a response outside the special deputy sheriff's jurisdiction;

6 [2.] (II) The Sheriff may terminate the appointment of the
7 special deputy sheriff for cause or on completion of the assignment for which the special
8 deputy sheriff was appointed;

9 [3.] (III) The special deputy sheriff is not an employee of
10 [Washington County] THE COUNTY for the purpose of employment security or employee
11 benefits; and

12 [4.] (IV) County liability insurance may be provided to a
13 special deputy sheriff.

14 [(iii)] (3) Except as provided in [subparagraph (ii)]¹ of this
15 paragraph] PARAGRAPH (2)(I) OF THIS SUBSECTION, designation as a special deputy
16 sheriff does not authorize the special deputy sheriff to perform law enforcement duties
17 outside the special deputy sheriff's jurisdiction.

18 [(iv)] (4) A special deputy sheriff is under the authority of the
19 Sheriff [of Washington County] while the special deputy sheriff is performing duties as a
20 special deputy sheriff.

21 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
22 the scope of the section.

23 Subsections (b) through (e) of this section are derived without substantive
24 change from former § 2-309(w) of this subtitle.

25 In the introductory language of subsection (b) of this section, the reference to
26 an "annual" salary is added for clarity.

27 **2-336.**

28 **(A) THIS SECTION APPLIES ONLY IN WICOMICO COUNTY.**

29 [(x) (1) (i)] (B) The Sheriff of Wicomico County shall receive [a] AN
30 ANNUAL salary of the greater of:

31 [1.] (1) \$58,000 in calendar year 1998 and thereafter; or

1 [2.] (2) The salary set by the County Council of Wicomico
2 County before the start of the term of office.

3 [(ii)] (C) (1) (I) The Sheriff shall appoint a chief deputy at a
4 salary set by the [Wicomico] County Council, payable in equal monthly installments.

5 (II) The chief deputy's term of office coincides with the Sheriff's [and
6 he] **TERM OF OFFICE**.

7 (III) **THE CHIEF DEPUTY** may be removed by the Sheriff at any time.

8 (2) The Sheriff may appoint additional deputies as [he] **THE SHERIFF** and
9 the County Council [of Wicomico County] deem necessary, each of whom shall receive the
10 compensation prescribed by the personnel rules and regulations of the county.

11 [(2)] (D) (1) The Sheriff [of Wicomico County] shall be allowed an
12 additional amount to defray all expenses of [his] **THE** office, including necessary
13 automobile mileage allowance at the rate of at least 6 cents per mile for automobiles used
14 by [him and his deputies] **THE SHERIFF AND DEPUTIES** in performing their official
15 duties.

16 (2) [However] **NOTWITHSTANDING PARAGRAPH (1) OF THIS**
17 **SUBSECTION**, mileage [shall] **MAY** not be allowed if automobiles are furnished to the
18 Sheriff by the County Council.

19 (3) Necessary expenses for telephone and telegraph, and clerical assistants
20 will be allowed if approved by the County Council.

21 [(3)] (E) (1) (I) The Sheriff shall submit properly authenticated
22 requisitions containing a full and complete statement under oath setting forth all of the
23 expenses for a month, including the names of all deputies and assistants, the amounts
24 allowed to each and all other items of expense.

25 (II) [These sums] **THE REQUIREMENTS OF SUBPARAGRAPH (I)**
26 **OF THIS PARAGRAPH** are [in lieu] **INSTEAD** of all expenses, fees and costs now or
27 [heretofore] **PREVIOUSLY** allowed the Sheriff for expense in carrying out the duties of [his]
28 **THE** office, including the expenses of transferring prisoners to and from penal institutions
29 and places of confinement in the State under the sentence or order of any authority.

30 (2) The County Council [shall] **MAY** not pay the Sheriff additional
31 compensation for any services [he renders] **RENDERED** in discharging [his] official duties.

32 (3) The County Council is not liable for any other fee or compensation to
33 the Sheriff.

1 **[(4)] (F)** The County Council shall levy each year sufficient funds to pay
2 the salaries and expenses of the Sheriff's Office.

3 **[(5)] (G) (1)** All deputies, except the chief deputy, clerical [assistant]
4 **ASSISTANTS**, and other employees employed **BY THE SHERIFF'S OFFICE** are subject to
5 the "personnel provisions" of the charter of Wicomico County and subsequent rules and
6 regulations passed by the County Council.

7 **(2)** If a **CHIEF** deputy **WHO WAS A DEPUTY** subject to the personnel
8 provisions [is] **PRIOR TO BEING** promoted to chief deputy[, then on his removal] **IS**
9 **REMOVED** from the office of chief deputy for other than cause, [he] **THAT PERSON** shall
10 revert to a deputy with the same status [which he] **THAT THE PERSON** had prior to [his]
11 **THE PERSON'S** appointment as chief deputy.

12 **(3)** A chief deputy who [is] **WAS** not a deputy subject to the personnel
13 provisions prior to [his] appointment as chief deputy, if removed from office for any reason,
14 [shall] **MAY** not automatically revert to a deputy.

15 **REVISOR'S NOTE:** Subsection (a) of this section is new language added to clarify
16 the scope of the section.

17 Subsections (b) through (g) of this section are derived without substantive
18 change from former § 2-309(x) of this subtitle.

19 In the introductory language of subsection (b) of this section, the reference to
20 an "annual" salary is added for clarity.

21 In subsection (e)(1)(ii) of this section, the reference to "[t]he requirements of
22 subparagraph (i) of this paragraph" is substituted for the former reference to
23 "[t]hese sums" for clarity.

24 In subsection (g)(1) of this section, the reference to employees employed "by
25 the Sheriff's Office" is added for clarity.

26 In subsection (g)(2) of this section, the reference to "a chief deputy who was a
27 deputy subject to the personnel provisions prior to being promoted to chief
28 deputy" is substituted for the former reference to "a deputy subject to the
29 personnel provisions [who] is promoted to chief deputy" for clarity and
30 consistency within this part.

31 **2-337.**

32 **(A) THIS SECTION APPLIES ONLY IN WORCESTER COUNTY.**

33 **[(y)] (B) (1) [(i)]** The Sheriff of Worcester County shall receive an annual

1 salary as set by the County Commissioners **OF WORCESTER COUNTY** of at least \$85,000.

2 [(ii)] (2) The Sheriff shall appoint at least one chief deputy sheriff
3 and as many deputy sheriffs and other personnel as are necessary to perform the duties of
4 the office and are provided for in the county budget.

5 [(2)] (C) The County Commissioners [of Worcester County] shall pay all
6 necessary expenses of the operation of the Sheriff's Office through the county budget
7 adopted in accordance with all applicable laws and budget procedures and subject to all
8 applicable budget reviews.

9 [(3) (i)] (D) (1) The chief deputy sheriff shall serve at the pleasure
10 of the Sheriff.

11 [(ii)] (2) If a chief deputy sheriff who was a Worcester County
12 deputy sheriff prior to being appointed as chief deputy is removed from the office of chief
13 deputy for other than cause, that person shall revert to a deputy sheriff with the same
14 status that the person had prior to the person's appointment as chief deputy.

15 [(iii)] (3) If a chief deputy sheriff who was not a Worcester County
16 deputy sheriff prior to being appointed as chief deputy is removed from the office of chief
17 deputy for any reason, that person may not automatically revert to a deputy sheriff after
18 being removed as chief deputy.

19 [(4) (i)] (E) (1) Except as provided in this [subsection] **SECTION**,
20 the personnel rules and regulations of [Worcester County] **THE COUNTY** as adopted by the
21 County Commissioners shall apply to all employees of the [Sheriff of Worcester County]
22 **SHERIFF'S OFFICE** other than the chief deputy sheriff, including deputy sheriffs, clerks,
23 typists, animal control officers, and other necessary personnel.

24 [(ii)] (2) The appointment, disciplinary, and managerial functions
25 of the County Commissioners as provided for in the personnel rules and regulations of
26 [Worcester County] **THE COUNTY** shall be performed by the Sheriff in the case of all
27 employees of the Sheriff's Office.

28 [(5)] (F) The Sheriff may adopt Sheriff's Office manuals, additional rules
29 of conduct, dress, and decorum, and other procedures that shall apply to all employees and
30 shall be conditions of employment with the Sheriff's Office.

31 [(6)] (G) An employee of the Sheriff's Office other than the chief deputy
32 sheriff or a probationary employee may be disciplined or terminated for cause only in
33 accordance with the provisions of this [subsection] **SECTION**, the regulations referred to in
34 this [subsection] **SECTION**, or the Law Enforcement Officers' Bill of Rights.

35 [(7)] (H) (1) When a new Sheriff takes office, or at the beginning of a
36 new term of office of a Sheriff, all deputies other than the chief deputy and all other

1 employees in good standing shall remain in their positions and shall be considered
2 reappointed or redeputized, subject to the provisions of this [subsection] SECTION and to
3 the extent required.

4 **(2)** A Sheriff may not refuse to reappoint and redeputize a deputy sheriff
5 without cause.

6 **[(8)] (I)** At the request of the Sheriff, the County Commissioners may
7 provide in-kind support to the Sheriff relating to personnel matters.

8 **[(9)] (J)** The Sheriff shall have complete control over the employees of the
9 Sheriff's Office, subject only to the provisions of this [subsection] SECTION and the
10 reasonable application of the personnel rules and regulations of [Worcester County] THE
11 COUNTY and the protections and benefits those policies provide.

12 REVISOR'S NOTE: Subsection (a) of this section is new language added to clarify
13 the scope of the section.

14 Subsections (b) through (j) of this section are derived without substantive
15 change from former § 2-309(y) of this subtitle.

16 In subsection (b)(1) of this section, the reference to the County Commissioners
17 "of Worcester County" is added for clarity.

18 **[(z)]** A deputy sheriff shall perform the duties incidental to the office as are
19 assigned to him by the Sheriff. All salaries shall be paid at least once each month.]

20 GENERAL REVISOR'S NOTE TO PART

21 Throughout this part, specific references are substituted for former references
22 to "he", "him", and "his", because SG § 2-1238 requires the use of words that
23 are neutral as to gender to the extent practicable.

24 SECTION 3. AND BE IT FURTHER ENACTED, That it is the intention of the
25 General Assembly that, except as expressly provided in this Act, this Act shall be construed
26 as a nonsubstantive revision, and may not otherwise be construed to render any
27 substantive change in the law of the State.

28 SECTION 4. AND BE IT FURTHER ENACTED, That the Revisor's Notes contained
29 in this Act are not law and may not be considered to have been enacted as part of this Act.

30 SECTION 5. AND BE IT FURTHER ENACTED, That the publisher of the
31 Annotated Code of Maryland, in consultation with and subject to the approval of the
32 Department of Legislative Services, shall correct, with no further action required by the
33 General Assembly, cross-references and terminology rendered incorrect by this Act or by
34 any other Act of the General Assembly of 2019 that affects provisions enacted by this Act.

1 The publisher shall adequately describe any correction that is made in an editor's note
2 following the section affected.

3 SECTION 6. AND BE IT FURTHER ENACTED, That this Act shall take effect
4 October 1, 2019.