

SENATE BILL 823

D2, L2

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By: **Senator McCray**

Introduced and read first time: February 3, 2020

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Sheriff of Baltimore City – Salaries and Collective Bargaining**

3 FOR the purpose of providing that the salaries for certain employees may be subject to
4 collective bargaining under certain circumstances; providing that certain expense
5 allowances for certain employees may be subject to a certain collective bargaining
6 agreement; authorizing certain sworn law enforcement officers and court security
7 officers in the Sheriff of Baltimore City's offices to collectively bargain with the
8 Secretary of Budget and Management and the Sheriff of Baltimore City with respect
9 to certain matters; authorizing certain sworn law enforcement officers and court
10 security officers to seek certain recognition from the Sheriff for certain purposes;
11 establishing certain rights of the Sheriff; prohibiting the Sheriff from recognizing an
12 exclusive representative except under certain circumstances; providing for the
13 decertification of a certain exclusive representative under certain circumstances;
14 authorizing the Sheriff, the Secretary, and the exclusive representative to select the
15 number of individuals designated to represent the respective parties in collective
16 bargaining; requiring that the parties make every reasonable effort to conclude
17 negotiations in a certain manner; requiring, on certain certification of the exclusive
18 representative, the parties to a collective bargaining agreement to negotiate an
19 agreement within a certain time frame and to memorialize the agreement in writing;
20 providing the date by which negotiations for the collective bargaining shall begin;
21 providing that certain matters negotiated between the Sheriff, the Secretary, and
22 the exclusive representative are to be recommended to the General Assembly for
23 approval of legislation or for the appropriation of funds; establishing that an
24 agreement is not valid under a certain time frame; requiring an agreement to contain
25 all matters of agreement reached in the collective bargaining process; authorizing an
26 agreement to contain a certain grievance procedure for certain purposes; requiring
27 that a certain agreement be in writing and signed by certain parties under certain
28 circumstances; providing that an agreement is not valid until it is ratified under
29 certain circumstances; providing that a modification to an existing agreement is not
30 valid unless it is in writing and ratified under certain circumstances; requiring that
31 the terms of the agreement prevail in a certain conflict except under certain

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 circumstances; authorizing certain parties to seek mediation under certain
 2 circumstances; requiring a certain party seeking mediation to provide certain notice
 3 to certain persons; authorizing certain parties to declare a bargaining impasse under
 4 certain circumstances; establishing procedures and timelines for the mediation and
 5 arbitration of collective bargaining disputes involving a certain exclusive
 6 representative, the Sheriff, and the Secretary; providing that certain
 7 recommendations of a certain arbitrator are not binding; authorizing the Sheriff or
 8 the Secretary to adopt or reject certain recommendations under certain
 9 circumstances; requiring certain parties to accept or reject certain recommendations
 10 within a certain period of time; establishing a certain method of distributing the costs
 11 of the mediation and arbitration; authorizing certain parties to reach a voluntary
 12 settlement on unresolved issues at any time; providing that the terms and conditions
 13 of a certain collective bargaining agreement shall remain in effect under certain
 14 circumstances; providing for the application of this Act; defining a certain term; and
 15 generally relating to collective bargaining for sworn law enforcement officers and
 16 court security officers in the Sheriff of Baltimore City's office.

17 BY repealing and reenacting, with amendments,
 18 Article – Courts and Judicial Proceedings
 19 Section 2–316
 20 Annotated Code of Maryland
 21 (2013 Replacement Volume and 2019 Supplement)

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

24 **Article – Courts and Judicial Proceedings**

25 2–316.

26 (a) This section applies only in Baltimore City.

27 (b) **IN THIS SECTION, “SECRETARY” MEANS THE SECRETARY OF BUDGET**
 28 **AND MANAGEMENT.**

29 (c) The Sheriff of Baltimore City shall receive:

30 (1) An expense allowance of \$750 two times per year; and

31 (2) An annual salary of:

32 (i) \$79,300 in calendar year 2007;

33 (ii) \$84,600 in calendar year 2008;

34 (iii) \$89,900 in calendar year 2009;

1 (iv) \$95,200 in calendar year 2010; and

2 (v) In calendar year 2011 and thereafter, no less than the salary of
3 a Command Staff 2 in the Baltimore City Police Department at the midpoint in the pay
4 scale.

5 **[(c)] (D)** (1) The Sheriff shall appoint:

6 (i) An undersheriff or chief deputy sheriff;

7 (ii) One assistant sheriff;

8 (iii) Three deputy sheriff majors;

9 (iv) Three deputy sheriff captains;

10 (v) Six deputy sheriff lieutenants;

11 (vi) One secretary sheriff; and

12 (vii) One fiscal clerk sheriff.

13 (2) The Sheriff may appoint up to a maximum of:

14 (i) 9 deputy sheriff sergeants;

15 (ii) 103 deputy sheriffs;

16 (iii) 2 domestic violence clerks; and

17 (iv) 2 domestic violence advocates.

18 **[(d)] (E)** (1) Except as provided in paragraph (2) of this subsection **AND**
19 **SUBSECTION (I) OF THIS SECTION**, salaries for employees listed in subsection **[(c)] (D)** of
20 this section shall be set by the Secretary of Budget and Management.

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

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

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

27 **[(e)] (F)** (1) In addition to any other compensation received, **UNLESS**
28 **MODIFIED BY A COLLECTIVE BARGAINING AGREEMENT**, each deputy sheriff shall

1 receive an expense allowance of \$400 annually for:

2 (i) Ammunition for practice sessions at the range;

3 (ii) Clothing allowance to defray the cost of dry cleaning and
4 maintaining the clothing worn while on duty; and

5 (iii) The purchase and maintenance of other items necessary to fulfill
6 duties that currently are not furnished by the Baltimore City Sheriff's Department.

7 (2) (i) A deputy sheriff who uses a personal automobile is entitled to a
8 monthly automobile allowance at the same rate paid to other State employees.

9 (ii) Any Sheriff who is assigned a city-owned automobile may not
10 receive the monthly automobile expense allowance.

11 (3) (i) The Sheriff's Office shall also have assistants at the
12 compensation provided for in the annual ordinance of estimates of Baltimore City.

13 (ii) Provisions shall also be made in the ordinance for the expenses
14 of the Sheriff's Office, including the purchase and maintenance of motor vehicles.

15 (4) The Mayor and City Council of Baltimore have the same power with
16 respect to the salaries of the Sheriff's Office as they have under the city charter with respect
17 to the salaries of all municipal departments.

18 (5) Employees of the Sheriff's Office, except the Sheriff, shall be selected
19 according to the provisions of the State Personnel and Pensions Article.

20 **[(f)] (G)** (1) The Mayor and City Council shall pay monthly to the Sheriff one
21 twelfth of the amount provided in the ordinance of estimates for the expenses of the
22 Sheriff's Office.

23 (2) Within 30 days after June 30th in each and every year the Sheriff shall
24 pay to the Mayor and City Council any of the unexpended expense funds advanced during
25 the preceding year and render a detailed account to the Mayor and City Council of all
26 expense funds received and expended by the Sheriff.

27 (3) The Mayor and City Council shall reimburse the State for the
28 administrative costs incurred because the employees of the Sheriff's Office are in the State
29 Personnel Management System.

30 **[(g)] (H)** During the course of a deputy sheriff's employment, any deputy sheriff
31 of the city may ride in the city on public transportation of the Maryland Transit
32 Administration without paying any fare if the deputy sheriff shows proper identification
33 regarding employment as a deputy sheriff.

1 **(1) (1) THIS SUBSECTION APPLIES ONLY TO ALL FULL-TIME SWORN LAW**
2 **ENFORCEMENT OFFICERS WHO ARE DEPUTY SHERIFFS AT THE RANK OF CAPTAIN OR**
3 **BELOW AND COURT SECURITY OFFICERS.**

4 **(2) THIS SUBSECTION DOES NOT APPLY TO THE FOLLOWING**
5 **EMPLOYEES IN THE SHERIFF'S OFFICE:**

6 **(I) SWORN LAW ENFORCEMENT OFFICERS IN THE SHERIFF'S**
7 **OFFICE AT A RANK OF MAJOR OR ABOVE;**

8 **(II) EMPLOYEES IN APPOINTED POSITIONS;**

9 **(III) CIVILIAN MERIT SYSTEM EMPLOYEES;**

10 **(IV) FULL-TIME REDUCED HOURS EMPLOYEES;**

11 **(V) PART-TIME EMPLOYEES;**

12 **(VI) CONTRACTUAL EMPLOYEES;**

13 **(VII) TEMPORARY EMPLOYEES;**

14 **(VIII) EMERGENCY EMPLOYEES; OR**

15 **(IX) EMPLOYEES WHOSE EMPLOYMENT IS ADMINISTERED**
16 **UNDER THE BALTIMORE CITY POLICIES AND PROCEDURES MANUAL.**

17 **(3) (1) A DEPUTY SHERIFF OR COURT SECURITY OFFICER HAS THE**
18 **RIGHT TO:**

19 **1. TAKE PART IN OR REFRAIN FROM TAKING PART IN**
20 **FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN ANY EMPLOYEE**
21 **ORGANIZATION OR ITS LAWFUL ACTIVITIES;**

22 **2. BE REPRESENTED BY AN EXCLUSIVE**
23 **REPRESENTATIVE, IF ANY, IN COLLECTIVE BARGAINING; AND**

24 **3. ENGAGE IN OTHER CONCERTED ACTIVITIES FOR THE**
25 **PURPOSE OF COLLECTIVE BARGAINING.**

26 **(II) FULL-TIME SWORN LAW ENFORCEMENT OFFICERS AND**
27 **COURT SECURITY OFFICERS MAY SEEK RECOGNITION BY THE SHERIFF OR THE**
28 **SHERIFF'S DESIGNEE IN ORDER TO ORGANIZE AND BARGAIN COLLECTIVELY IN**

1 **GOOD FAITH CONCERNING THE FOLLOWING MATTERS:**

2 **1. COMPENSATION, EXCLUDING SALARY, WAGES, AND**
3 **THOSE BENEFITS DETERMINED, OFFERED, ADMINISTERED, CONTROLLED, OR**
4 **MANAGED BY THE SECRETARY;**

5 **2. LEAVE, HOLIDAYS, AND VACATIONS; AND**

6 **3. HOURS, WORKING CONDITIONS, AND JOB SECURITY.**

7 **(III) SWORN LAW ENFORCEMENT OFFICERS AND COURT**
8 **SECURITY OFFICERS MAY SEEK RECOGNITION IN ORDER TO ORGANIZE AND**
9 **BARGAIN COLLECTIVELY IN GOOD FAITH WITH THE SECRETARY, CONCERNING**
10 **MERIT STEP INCREASES AND THOSE BENEFITS DETERMINED, OFFERED,**
11 **ADMINISTERED, CONTROLLED, OR MANAGED BY THE SECRETARY.**

12 **(IV) 1. A SWORN LAW ENFORCEMENT OFFICER OR A COURT**
13 **SECURITY OFFICER WHO IS A MEMBER OF A BARGAINING UNIT WITH AN EXCLUSIVE**
14 **REPRESENTATIVE MAY DISCUSS ANY MATTER WITH THE EMPLOYER WITHOUT THE**
15 **INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.**

16 **2. IF A DISCUSSION UNDER SUBSUBPARAGRAPH 1 OF**
17 **THIS SUBPARAGRAPH LEADS TO A RESOLUTION OR ADJUSTMENT OF A DISPUTE, THE**
18 **RESOLUTION OR ADJUSTMENT MAY NOT BE INCONSISTENT WITH THE TERMS OF A**
19 **COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT.**

20 **(4) THE SHERIFF AND THE SHERIFF'S OFFICE, THROUGH THEIR**
21 **APPROPRIATE OFFICERS AND EMPLOYEES, MAY:**

22 **(I) DETERMINE:**

23 **1. THE MISSION;**

24 **2. THE BUDGET;**

25 **3. THE ORGANIZATION;**

26 **4. THE NUMBERS, TYPES, AND GRADES OF EMPLOYEES**
27 **ASSIGNED;**

28 **5. THE WORK PROJECTS, TOURS OF DUTY, AND**
29 **METHODS, MEANS, AND PERSONNEL BY WHICH ITS OPERATIONS ARE CONDUCTED;**

1 **6. THE TECHNOLOGY NEEDS;**

2 **7. THE INTERNAL SECURITY PRACTICES; AND**

3 **8. THE RELOCATION OF ITS FACILITIES;**

4 **(II) MAINTAIN AND IMPROVE THE EFFICIENCY AND**
5 **EFFECTIVENESS OF GOVERNMENTAL OPERATIONS;**

6 **(III) DETERMINE THE SERVICES TO BE RENDERED, OPERATIONS**
7 **TO BE PERFORMED, AND TECHNOLOGY TO BE USED;**

8 **(IV) DETERMINE THE OVERALL METHODS, PROCESSES, MEANS,**
9 **AND CLASSES OF WORK OR PERSONNEL BY WHICH GOVERNMENTAL OPERATIONS**
10 **ARE TO BE CONDUCTED;**

11 **(V) HIRE, DIRECT, SUPERVISE, AND ASSIGN EMPLOYEES;**

12 **(VI) PROMOTE, DEMOTE, DISCIPLINE, DISCHARGE, RETAIN, AND**
13 **LAY OFF EMPLOYEES;**

14 **(VII) TERMINATE EMPLOYMENT BECAUSE OF LACK OF FUNDS,**
15 **LACK OF WORK, A DETERMINATION BY THE EMPLOYER THAT CONTINUED WORK**
16 **WOULD BE INEFFICIENT OR NONPRODUCTIVE, OR FOR OTHER LEGITIMATE**
17 **REASONS;**

18 **(VIII) SET THE QUALIFICATIONS OF EMPLOYEES FOR**
19 **APPOINTMENT AND PROMOTIONS;**

20 **(IX) SET STANDARDS OF CONDUCT;**

21 **(X) ADOPT OFFICE RULES, REGULATIONS, AND PROCEDURES;**

22 **(XI) PROVIDE A SYSTEM OF MERIT EMPLOYMENT ACCORDING**
23 **TO A STANDARD OF BUSINESS EFFICIENCY; AND**

24 **(XII) TAKE ACTIONS, NOT OTHERWISE SPECIFIED IN THIS**
25 **SUBSECTION, TO CARRY OUT THE MISSION OF THE SHERIFF'S OFFICE.**

26 **(5) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
27 **PARAGRAPH, AN EXCLUSIVE REPRESENTATIVE MAY NOT BE RECOGNIZED BY THE**
28 **SHERIFF UNLESS THAT REPRESENTATIVE IS SELECTED AND CERTIFIED BY THE**
29 **MARYLAND DEPARTMENT OF LABOR.**

1 **(II) ANY PETITION TO BE RECOGNIZED THAT IS SUBMITTED ON**
2 **BEHALF OF THE SWORN LAW ENFORCEMENT OFFICERS SHALL BE ACCOMPANIED BY**
3 **A SHOWING OF INTEREST SUPPORTED BY AT LEAST 51% OF THE SWORN LAW**
4 **ENFORCEMENT OFFICERS INDICATING THEIR DESIRE TO BE EXCLUSIVELY**
5 **REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF COLLECTIVE**
6 **BARGAINING.**

7 **(III) 1. EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2 OF**
8 **THIS SUBPARAGRAPH, AN EXCLUSIVE REPRESENTATIVE SHALL BE DEEMED**
9 **DECERTIFIED IF A PETITION IS SUBMITTED TO THE SECRETARY AND THE SHERIFF**
10 **THAT IS SIGNED BY 51% OF THE SWORN LAW ENFORCEMENT OFFICERS OR COURT**
11 **SECURITY OFFICERS INDICATING THEIR DESIRE TO DECERTIFY THE EXCLUSIVE**
12 **REPRESENTATIVE.**

13 **2. IF THE EXCLUSIVE REPRESENTATIVE WISHES TO**
14 **CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER SUBSUBPARAGRAPH**
15 **1 OF THIS SUBPARAGRAPH, WITHIN 20 DAYS AFTER SUBMISSION OF THE PETITION,**
16 **THE EXCLUSIVE REPRESENTATIVE MAY REQUEST A SECRET BALLOT ELECTION.**

17 **3. THE SECRET BALLOT ELECTION SHALL BE**
18 **CONDUCTED BY AN IMPARTIAL UMPIRE SELECTED JOINTLY BY THE PARTICIPATING**
19 **PARTIES FROM A LIST OF UMPIRES PROVIDED BY THE AMERICAN ARBITRATION**
20 **ASSOCIATION.**

21 **4. THE COSTS ASSOCIATED WITH THE APPOINTMENT OF**
22 **THE IMPARTIAL UMPIRE SHALL BE SHARED EQUALLY BY THE EXCLUSIVE**
23 **REPRESENTATIVE AND BALTIMORE CITY.**

24 **5. IF AT LEAST 51% OF THE EMPLOYEES IN THE**
25 **BARGAINING UNIT VOTE IN FAVOR OF DECERTIFICATION DURING THE SECRET**
26 **BALLOT ELECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE DECERTIFIED.**

27 **(6) (I) 1. THE SHERIFF MAY DESIGNATE AT LEAST ONE, BUT**
28 **NOT MORE THAN FOUR, INDIVIDUALS TO REPRESENT THE SHERIFF IN COLLECTIVE**
29 **BARGAINING.**

30 **2. IF THE SECRETARY IS A PARTY TO COLLECTIVE**
31 **BARGAINING, THE STATE MAY DESIGNATE AT LEAST ONE, BUT NOT MORE THAN**
32 **FOUR, INDIVIDUALS TO REPRESENT THE STATE IN COLLECTIVE BARGAINING.**

33 **3. THE EXCLUSIVE REPRESENTATIVE SHALL DESIGNATE**
34 **AT LEAST ONE, BUT NOT MORE THAN FOUR, INDIVIDUALS TO REPRESENT THE**

1 EXCLUSIVE REPRESENTATIVE IN COLLECTIVE BARGAINING.

2 (II) THE PARTIES SHALL MEET AT REASONABLE TIMES AND
3 ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH.

4 (III) NEGOTIATIONS OR MATTERS RELATING TO NEGOTIATIONS
5 SHALL BE CONSIDERED CLOSED SESSIONS UNDER § 3-305 OF THE GENERAL
6 PROVISIONS ARTICLE.

7 (IV) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO
8 CONCLUDE NEGOTIATIONS IN A TIMELY MANNER FOR INCLUSION BY THE SHERIFF
9 AND THE SHERIFF'S OFFICE IN ITS BUDGET REQUEST.

10 (V) ON CERTIFICATION BY THE MARYLAND DEPARTMENT OF
11 LABOR OF THE EXCLUSIVE REPRESENTATIVE, THE PARTIES SHALL MEET TO
12 NEGOTIATE AN AGREEMENT WITHIN 90 DAYS AFTER THE CERTIFICATION AND
13 MEMORIALIZE THE AGREEMENT IN WRITING.

14 (VI) NEGOTIATIONS FOR AN AGREEMENT SHALL BEGIN ON OR
15 BEFORE EACH SEPTEMBER 1 OF THE YEAR BEFORE THE EXPIRATION OF ANY
16 EXISTING AGREEMENT.

17 (7) TO THE EXTENT THAT ANY MATTERS NEGOTIATED BETWEEN THE
18 SHERIFF, THE SECRETARY, AND THE COLLECTIVE BARGAINING UNIT REQUIRE
19 LEGISLATIVE APPROVAL OR THE APPROPRIATION OF FUNDS, THE MATTERS SHALL
20 BE RECOMMENDED TO THE GENERAL ASSEMBLY FOR THE APPROVAL OF
21 LEGISLATION OR TO THE SECRETARY FOR THE APPROPRIATION OF FUNDS.

22 (8) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS THAN 1
23 YEAR OR FOR MORE THAN 4 YEARS.

24 (9) (I) AN AGREEMENT SHALL CONTAIN ALL MATTERS OF
25 AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.

26 (II) AN AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE
27 FOR BINDING ARBITRATION OF THE INTERPRETATION OF CONTRACT TERMS AND
28 CLAUSES.

29 (III) 1. AN AGREEMENT REACHED IN ACCORDANCE WITH
30 THIS SUBSECTION SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED
31 REPRESENTATIVES OF THE SHERIFF AND THE EXCLUSIVE REPRESENTATIVE
32 INVOLVED IN THE COLLECTIVE BARGAINING NEGOTIATIONS.

1 **2. IF THE SECRETARY IS A PARTY TO THE AGREEMENT,**
2 **THE AGREEMENT SHALL BE SIGNED BY THE SECRETARY OR THE SECRETARY'S**
3 **DESIGNEE IN ADDITION TO THE SIGNATORIES REQUIRED UNDER**
4 **SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH.**

5 **(IV) AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED**
6 **BY:**

7 **1. THE SHERIFF;**

8 **2. IF THE SECRETARY IS A PARTY TO THE COLLECTIVE**
9 **BARGAINING, THE SECRETARY OR THE SECRETARY'S DESIGNEE; AND**

10 **3. A MAJORITY OF THE VOTES CAST BY THE EMPLOYEES**
11 **IN THE BARGAINING UNIT.**

12 **(V) A MODIFICATION TO AN EXISTING AGREEMENT IS NOT**
13 **VALID UNLESS IT IS IN WRITING AND RATIFIED BY:**

14 **1. THE SHERIFF;**

15 **2. IF THE SECRETARY IS A PARTY TO THE COLLECTIVE**
16 **BARGAINING, THE SECRETARY OR THE SECRETARY'S DESIGNEE; AND**

17 **3. A MAJORITY OF THE VOTES CAST BY THE EMPLOYEES**
18 **IN THE BARGAINING UNIT.**

19 **(10) IF THERE IS A CONFLICT BETWEEN AN EXISTING COLLECTIVE**
20 **BARGAINING AGREEMENT AND A RULE OR REGULATION ADOPTED BY THE SHERIFF**
21 **OR THE SECRETARY, INCLUDING MERIT SYSTEM OR OTHER PERSONNEL**
22 **REGULATIONS, THE TERMS OF THE AGREEMENT SHALL PREVAIL UNLESS**
23 **OTHERWISE PROHIBITED BY LAW.**

24 **(11) (I) IF THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND,**
25 **IF A PARTY TO COLLECTIVE BARGAINING, THE SECRETARY ARE UNABLE TO REACH**
26 **AN AGREEMENT ON OR BEFORE JANUARY 15, ANY PARTY MAY SEEK MEDIATION**
27 **THROUGH THE FEDERAL MEDIATION AND CONCILIATION SERVICE.**

28 **(II) A PARTY SEEKING MEDIATION UNDER SUBPARAGRAPH (I)**
29 **OF THIS PARAGRAPH SHALL PROVIDE WRITTEN NOTICE TO THE OTHER PARTIES AND**
30 **THE FEDERAL MEDIATION AND CONCILIATION SERVICE AT LEAST 15 DAYS BEFORE**
31 **THE ANTICIPATED FIRST MEDIATION MEETING.**

1 **(III) THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES**
2 **OF THE MEDIATOR AS FOLLOWS:**

3 **1. THE EXCLUSIVE REPRESENTATIVE SHALL PAY 50%**
4 **OF THE COSTS;**

5 **2. IF THE SECRETARY AND THE SHERIFF ARE BOTH**
6 **PARTIES TO THE NEGOTIATIONS GIVING RISE TO THE MEDIATION, THE SECRETARY**
7 **AND THE SHERIFF SHALL EACH PAY 25% OF THE COSTS; AND**

8 **3. IF THE SECRETARY IS NOT A PARTY TO THE**
9 **NEGOTIATIONS GIVING RISE TO THE MEDIATION, THE SHERIFF SHALL PAY 50% OF**
10 **THE COSTS.**

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

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

17 **(VI) THE CONTENTS OF A MEDIATION PROCEEDING UNDER THIS**
18 **PARAGRAPH MAY NOT BE DISCLOSED BY THE PARTIES OR THE MEDIATOR.**

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

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

24 **2. THE PARTY DECLARING A BARGAINING IMPASSE**
25 **UNDER ITEM 1 OF THIS SUBPARAGRAPH SHALL REQUEST A LIST OF ARBITRATORS**
26 **TO BE PROVIDED TO THE PARTIES BY THE FEDERAL MEDIATION AND CONCILIATION**
27 **SERVICE OR UNDER THE LABOR ARBITRATION RULES OF THE AMERICAN**
28 **ARBITRATION ASSOCIATION; AND**

29 **3. WITHIN 3 DAYS AFTER THE PARTIES' RECEIPT OF THE**
30 **LIST PROVIDED UNDER ITEM 2 OF THIS SUBPARAGRAPH, THE PARTIES SHALL**
31 **SELECT AN ARBITRATOR BY ALTERNATIVE STRIKING OF NAMES FROM THE LIST.**

32 **(II) ON OR BEFORE MARCH 15, OR ANY LATER DATE**

1 DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE PARTIES SHALL
2 SUBMIT TO THE ARBITRATOR:

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

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

8 (III) 1. ON OR BEFORE MARCH 30, OR ANY LATER DATE
9 DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL
10 HOLD A CLOSED HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE, AND
11 PLACE WITHIN BALTIMORE CITY SELECTED BY THE ARBITRATOR.

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

15 (IV) THE ARBITRATOR MAY:

16 1. GIVE NOTICE AND HOLD HEARINGS IN ACCORDANCE
17 WITH THE MARYLAND ADMINISTRATIVE PROCEDURE ACT;

18 2. ADMINISTER OATHS AND TAKE TESTIMONY AND
19 OTHER EVIDENCE; AND

20 3. ISSUE SUBPOENAS.

21 (V) ONCE THE PARTIES HAVE SUBMITTED THEIR POSITIONS
22 INTO THE RECORD, EACH PARTY SHALL HAVE AN OPPORTUNITY TO REVISE ITS
23 FINAL POSITION BEFORE THE RECORD IS CLOSED AND THE MATTER IS SUBMITTED
24 TO THE ARBITRATOR FOR A DETERMINATION.

25 (VI) ON OR BEFORE APRIL 15, OR ANY LATER DATE
26 DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL
27 ISSUE A REPORT:

28 1. SELECTING THE FINAL OFFER SUBMITTED BY THE
29 PARTIES THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN
30 VIEWED AS A WHOLE; AND

31 2. STATING THE REASONS THAT THE ARBITRATOR

1 FOUND THE FINAL OFFER TO BE MORE REASONABLE.

2 (VII) IN DETERMINING WHICH FINAL OFFER IS MORE
3 REASONABLE UNDER SUBPARAGRAPH (VI) OF THIS PARAGRAPH, THE ARBITRATOR
4 MAY CONSIDER ONLY:

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

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

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

21 4. A COMPARISON OF WAGES, HOURS, BENEFITS, AND
22 OTHER CONDITIONS OF EMPLOYMENT OF EMPLOYEES WORKING FOR THE COUNTY;

23 5. THE COSTS OF THE RESPECTIVE PROPOSALS OF THE
24 PARTIES;

25 6. THE CONDITION OF THE BALTIMORE CITY BUDGET,
26 THE ABILITY OF THE SHERIFF AND BALTIMORE CITY TO FINANCE ANY ECONOMIC
27 ADJUSTMENTS REQUIRED UNDER THE PROPOSED COLLECTIVE BARGAINING
28 AGREEMENT, AND THE POTENTIAL IMPACT OF THE PARTIES' FINAL OFFERS ON THE
29 BOND RATING OF BALTIMORE CITY;

30 7. THE ANNUAL INCREASE OR DECREASE IN THE COST
31 OF LIVING IN THE STATISTICAL AREAS DESCRIBED IN ITEM 8 OF THIS
32 SUBPARAGRAPH AS COMPARED TO THE NATIONAL AVERAGE AND TO OTHER
33 COMPARABLE METROPOLITAN AREAS;

34 8. THE ANNUAL INCREASE OR DECREASE IN THE COST

1 OF LIVING IN BALTIMORE CITY;

2 9. RECRUITMENT AND RETENTION DATA;

3 10. THE SPECIAL NATURE OF THE WORK PERFORMED BY
4 THE EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF EMPLOYMENT,
5 PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB TRAINING AND
6 SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON THOSE EMPLOYEES AS
7 COMPARED TO OTHER EMPLOYEES OF THE SHERIFF'S OFFICE;

8 11. THE INTEREST AND WELFARE OF THE PUBLIC AND
9 THE EMPLOYEES IN THE BARGAINING UNIT; AND

10 12. STIPULATIONS OF THE PARTIES REGARDING ANY OF
11 THE ITEMS UNDER THIS SUBPARAGRAPH.

12 (VIII) THE ARBITRATOR MAY NOT:

13 1. RECEIVE OR CONSIDER THE HISTORY OF COLLECTIVE
14 BARGAINING RELATED TO THE IMMEDIATE DISPUTE, INCLUDING ANY OFFERS OF
15 SETTLEMENT NOT CONTAINED IN THE FINAL OFFER SUBMITTED TO THE
16 ARBITRATOR, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;

17 2. COMBINE FINAL OFFERS OR ALTER THE FINAL OFFER
18 THAT THE ARBITRATOR SELECTS, UNLESS THE PARTIES MUTUALLY AGREE
19 OTHERWISE; OR

20 3. SELECT AN OFFER IN WHICH THE CONDITIONS OF
21 EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES, OR WAGES TO BE PAID ARE
22 UNREASONABLE.

23 (IX) 1. THE ARBITRATOR SHALL SUBMIT THE REPORT
24 ISSUED UNDER SUBPARAGRAPH (VI) OF THIS PARAGRAPH TO THE SECRETARY, THE
25 SHERIFF, AND THE EXCLUSIVE REPRESENTATIVE.

26 2. THE RECOMMENDATIONS OF THE ARBITRATOR ARE
27 NOT BINDING ON THE SECRETARY, THE SHERIFF, OR THE EXCLUSIVE
28 REPRESENTATIVE.

29 3. EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 4 OF
30 THIS SUBPARAGRAPH, THE SHERIFF AND, IF A PARTY TO COLLECTIVE BARGAINING,
31 THE SECRETARY MAY ADOPT OR REJECT A RECOMMENDATION OF THE ARBITRATOR.

1 4. **SUBJECT TO SUBSUBPARAGRAPH 5 OF THIS**
2 **SUBPARAGRAPH, IF A RECOMMENDATION OF THE ARBITRATOR REQUIRES AN**
3 **APPROPRIATION OF FUNDS, ONLY THE SECRETARY MAY ADOPT OR REJECT THE**
4 **RECOMMENDATION.**

5 5. **THE SECRETARY MAY NOT ACCEPT A**
6 **RECOMMENDATION OF THE ARBITRATOR THAT REQUIRES AN APPROPRIATION OF**
7 **FUNDS UNLESS THE SECRETARY AND THE SHERIFF FIRST AGREE ON THE FUNDING**
8 **SOURCE FOR THE APPROPRIATION.**

9 6. **THE PARTIES SHALL ACCEPT OR REJECT THE**
10 **ARBITRATOR'S RECOMMENDATIONS WITHIN 30 DAYS AFTER THE SUBMISSION OF**
11 **THE REPORT TO THE PARTIES UNDER SUBSUBPARAGRAPH 1 OF THIS**
12 **SUBPARAGRAPH.**

13 (X) **THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES**
14 **OF THE ARBITRATOR AS FOLLOWS:**

15 1. **THE EXCLUSIVE REPRESENTATIVE SHALL PAY 50%**
16 **OF THE COSTS;**

17 2. **IF THE SECRETARY AND THE SHERIFF ARE BOTH**
18 **PARTIES TO THE NEGOTIATIONS GIVING RISE TO THE ARBITRATION, THE**
19 **SECRETARY AND THE SHERIFF SHALL EACH PAY 25% OF THE COSTS; AND**

20 3. **IF THE SECRETARY IS NOT A PARTY TO THE**
21 **NEGOTIATIONS GIVING RISE TO THE ARBITRATION, THE SHERIFF SHALL PAY 50%**
22 **OF THE COSTS.**

23 (XI) **COSTS INCURRED BY A PARTY TO PREPARE, APPEAR, OR**
24 **SECURE REPRESENTATION, EXPERT WITNESSES, OR EVIDENCE OF ANY KIND SHALL**
25 **BE BORNE EXCLUSIVELY BY THAT PARTY.**

26 (XII) **THIS PARAGRAPH MAY NOT BE CONSTRUED TO PROHIBIT**
27 **THE PARTIES FROM REACHING A VOLUNTARY SETTLEMENT ON ANY UNRESOLVED**
28 **ISSUES AT ANY TIME BEFORE OR AFTER THE ISSUANCE OF THE RECOMMENDATIONS**
29 **BY THE ARBITRATOR.**

30 (13) **IF A COLLECTIVE BARGAINING AGREEMENT EXPIRES AFTER THE**
31 **EXCLUSIVE REPRESENTATIVE HAS GIVEN NOTICE OF ITS DESIRE TO ENTER INTO**
32 **COLLECTIVE BARGAINING FOR A SUCCESSOR COLLECTIVE BARGAINING**
33 **AGREEMENT, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING**
34 **AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EARLIER OF:**

1 **(I) THE PARTIES REACHING A NEW AGREEMENT; OR**

2 **(II) 180 DAYS AFTER THE DATE ON WHICH THE PARTY OR**
3 **PARTIES REJECT THE ARBITRATOR'S RECOMMENDATIONS.**

4 **(14) IF THE PARTIES FAIL TO REACH A NEW AGREEMENT WITHIN THE**
5 **180-DAY TIME PERIOD UNDER PARAGRAPH (13)(II) OF THIS SUBSECTION, THE**
6 **TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING AGREEMENT**
7 **SHALL CEASE TO BE EFFECTIVE.**

8 **(15) THIS SUBSECTION DOES NOT AUTHORIZE A SWORN LAW**
9 **ENFORCEMENT OFFICER OR COURT SECURITY OFFICER TO ENGAGE IN A STRIKE AS**
10 **DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.**

11 **(16) THIS SUBSECTION MAY NOT BE CONSTRUED AS SUBJECTING**
12 **DISCIPLINARY MATTERS OR THE DISCIPLINARY PROCESS TO NEGOTIATION AS PART**
13 **OF THE COLLECTIVE BARGAINING PROCESS.**

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2020.