

HOUSE BILL 433

D2

3lr2064
CF SB 191

By: **Prince George's County Delegation**

Introduced and read first time: January 30, 2023

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County – Office of the Sheriff – Duties and Deputy Sheriffs**

3 **PG 308–23**

4 FOR the purpose of increasing the number of full–time assistant sheriffs provided to the
5 Sheriff of Prince George's County; providing that benefits other than salary increases
6 for deputy sheriffs in Prince George's County will be negotiated by the Fraternal
7 Order of Police rather than the Deputy Sheriffs' Association; clarifying that the
8 Sheriff and deputy sheriffs of Prince George's County may investigate misdemeanor
9 and felony domestic violence calls and establishing that the Sheriff and deputy
10 sheriffs are not required to transfer the investigation to another law enforcement
11 agency; and generally relating to the Prince George's County Office of the Sheriff.

12 BY repealing and reenacting, with amendments,
13 Article – Courts and Judicial Proceedings
14 Section 2–330
15 Annotated Code of Maryland
16 (2020 Replacement Volume and 2022 Supplement)

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

19 **Article – Courts and Judicial Proceedings**

20 2–330.

21 (a) This section applies only in Prince George's County.

22 (b) (1) The Sheriff of Prince George's County shall receive:

23 (i) An annual salary of \$132,734 for calendar year 2013; and

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (ii) For calendar year 2014 and each subsequent calendar year, an
2 annual salary equal to the salary of a circuit court judge.

3 (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 (ii) Receive not more than \$5,000 per year for expenses incurred in
8 performing the duties of Sheriff, including training and education, an accounting of which
9 shall be submitted to the County Director of Finance for approval.

10 (c) (1) (i) The Sheriff shall be provided with [four] FIVE full-time
11 assistant sheriffs.

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 (2) Each assistant sheriff shall be provided with:

19 (i) An automobile for the duration of the assistant sheriff's
20 appointment, for the use and work of the Sheriff's Office, with adequate maintenance and
21 insurance of the automobile to be at the expense of the county; and

22 (ii) An expense allowance of not more than \$2,500 annually, an
23 accounting of which shall be submitted to the County Director of Finance for approval.

24 (3) Each assistant sheriff may participate in the supplemental retirement
25 program provided to deputy sheriffs by the county.

26 (4) The assistant sheriffs shall devote their full time and attention to the
27 Sheriff's Office.

28 (5) (i) 1. Except as provided in subsubparagraph 2 of this
29 subparagraph, the chief assistant sheriff shall receive an annual salary of \$71,091.

30 2. The salary of a commissioned deputy sheriff appointed to
31 the position of chief assistant sheriff shall be provided for by the Sheriff in the budget of
32 the county.

1 (ii) 1. Except as provided in subparagraph 2 of this
2 subparagraph, the assistant sheriffs shall receive an annual salary of \$69,888.

3 2. The salary of commissioned deputy sheriffs serving as
4 assistant sheriffs shall be provided for by the Sheriff in the budget of the county.

5 (d) (1) The Sheriff and the assistant sheriffs shall be provided with an annual
6 clothing allowance equal to that which is provided to deputy sheriffs of all ranks for the
7 procurement, care, and upkeep of clothing and leather goods, and administered for that
8 purpose.

9 (2) (i) Except as provided in subparagraph (ii) of this paragraph, the
10 Sheriff, chief assistant sheriff, and assistant sheriffs shall receive each benefit, other than
11 salary increases, that is negotiated for the deputy sheriffs by the [Deputy Sheriffs'
12 Association] **FRATERNAL ORDER OF POLICE** and granted to the management team of
13 the Sheriff's Office.

14 (ii) Any additional or increased benefit does not apply to the
15 incumbent Sheriff, but shall take effect at the beginning of the next following term of office.

16 (e) (1) (i) In addition to the assistant sheriffs, the Sheriff shall be provided
17 with the number of full-time employees, including civilian employees and commissioned
18 deputy sheriffs, as is deemed necessary and appropriate to carry out the duties and
19 discharge of the Sheriff's Office.

20 (ii) The cost and expense of the positions of the full-time employees,
21 including the salaries, shall be provided for in the budget of the county.

22 (2) (i) All full-time civilian employees shall be subject to the county
23 personnel law.

24 (ii) Civilian employees shall:

25 1. Have the right to organize and bargain collectively; and

26 2. Be subject to the Prince George's County Labor Code with
27 regard to collective bargaining for compensation, including pension and fringe benefits,
28 hours, and terms and conditions of employment.

29 (iii) The County Executive of Prince George's County shall be
30 considered the employer of the civilian employees only for the purpose of collective
31 bargaining for compensation, including pension and fringe benefits, and hours.

32 (iv) 1. Subject to the provisions of subparagraph 2 of this
33 subparagraph, the Sheriff shall be considered the employer for purposes of collective
34 bargaining for other terms and conditions of employment.

1 2. Any required funding for a collective bargaining
2 agreement negotiated by the Sheriff shall be subject to the approval of the County
3 Executive.

4 (f) (1) Except for the assistant sheriffs, all full-time deputy sheriffs of all
5 ranks, provided for the Sheriff in the budget of the county, may be required by the Sheriff
6 to serve a probationary period of 12 months on commencement of any position in the
7 Sheriff's department.

8 (2) The probationary period may be extended by the Sheriff for reasonable
9 cause.

10 (3) During the probationary period, the determination of the employee's
11 qualifications and ability to serve in the position of a permanent, nonprobationary employee
12 shall be within the exclusive discretion of the Sheriff.

13 (4) All probationary commissioned deputy sheriffs shall be required to
14 complete the minimum number of hours as mandated for other law enforcement agencies,
15 as set by the Maryland Police Training and Standards Commission.

16 (g) (1) Except for the assistant sheriffs, all commissioned full-time employees,
17 including deputy sheriffs of all ranks and court security officers, that are provided for by
18 the Sheriff in the budget of the county, shall be subject to the county personnel law.

19 (2) All nonprobationary commissioned full-time employees, including
20 deputy sheriffs of all ranks, are subject to [the Law Enforcement Officers' Bill of Rights]
21 **TITLE 3, SUBTITLE 1 OF THE PUBLIC SAFETY ARTICLE.**

22 (3) (i) All commissioned full-time employees, including deputy sheriffs
23 of all ranks and court security officers, are also subject to the Labor Code of the county with
24 regard to collective bargaining for compensation, including pension and other fringe
25 benefits, hours, and terms and conditions of employment.

26 (ii) The County Executive shall be considered the employer of the
27 deputy sheriffs and court security officers only for the purpose of collective bargaining for
28 compensation, including pension and fringe benefits, and hours.

29 (iii) 1. Subject to the provisions of subparagraph 2 of this
30 subparagraph, the Sheriff shall be considered the employer for purposes of collective
31 bargaining for other terms and conditions of employment.

32 2. Any required funding for a collective bargaining
33 agreement negotiated by the Sheriff shall be subject to the approval of the County
34 Executive.

1 (h) (1) The Sheriff and the deputy sheriffs shall be limited in their duties as
2 law enforcement officers, as follows:

3 (i) The full power of arrest;

4 (ii) The service of process of all writs, summonses, orders, petitions,
5 subpoenas, warrants, rules to show cause, and all other legal papers;

6 (iii) The care and supervision of prisoners at any of the county
7 detention centers, hospitals, penal institutions, or other places of confinement;

8 (iv) The security of all State and county courts and the performance
9 of such duties as may be required of them by the courts;

10 (v) The transportation of all legally detained persons;

11 (vi) The administration and enforcement of casino night permits as
12 authorized by the governing body of the county; and

13 (vii) As of October 1, 2007, specific duties as authorized by the county
14 governing body, including:

15 1. Responding to **AND INVESTIGATING MISDEMEANOR**
16 **AND FELONY** domestic violence calls;

17 2. Acting as school resource deputies in county schools; and

18 3. Providing security for county public school sporting events
19 and extracurricular activities that are held in the county, sponsored by a public school, and
20 open to the public.

21 (2) (i) The duties authorized in paragraph (1)(vii) of this subsection
22 shall be enumerated in a memorandum of understanding entered into by the Prince
23 George's County Police Department and the Office of the Sheriff of Prince George's County.

24 (ii) The memorandum of understanding:

25 1. May be revised only by the county governing body; and

26 2. Is in effect from the date it is signed by both parties, but
27 not before October 1, 2007.

28 (i) (1) Except as provided in paragraph (2) of this subsection, neither the
29 Sheriff nor any deputy sheriff may conduct criminal investigations.

30 (2) The Sheriff or a deputy sheriff may conduct criminal investigations:

- 1 (i) In matters concerning the Sheriff's department;
- 2 (ii) On request of the courts;
- 3 (iii) As necessary for the administration and enforcement of casino
4 night permits as authorized by the county governing body; and
- 5 (iv) In investigations arising out of or incident to normally assigned
6 duties, including those duties authorized by the county governing body under subsection
7 (h)(1)(vii) of this section.

8 (3) (I) [When] **EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF**
9 **THIS PARAGRAPH, WHEN** the Sheriff or a deputy sheriff has commenced an investigation
10 under paragraph (2)(iv) of this subsection, the Sheriff or deputy sheriff shall:

11 [(i)] **1.** Immediately notify the appropriate law enforcement
12 agency that has jurisdiction over the matter; and

13 [(ii)] **2.** Transfer the investigation to an appropriate law
14 enforcement agency that has jurisdiction over the matter on request of the agency.

15 (II) **THE SHERIFF OR A DEPUTY SHERIFF IS NOT REQUIRED TO**
16 **TRANSFER THE INVESTIGATION OF A MISDEMEANOR OR FELONY DOMESTIC**
17 **VIOLENCE CALL UNDER SUBSECTION (H)(1)(VII)1 OF THIS SECTION.**

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
19 October 1, 2023.