HOUSE BILL 637

D2 3lr2378 CF SB 428

By: Washington County Delegation

Introduced and read first time: February 3, 2023

Assigned to: Appropriations

Committee Report: Favorable

House action: Adopted

Read second time: March 10, 2023

CHAPTER

- 1 AN ACT concerning
- Washington County Deputy Sheriffs and Correctional Deputies Employment
 Conditions and Collective Bargaining
- 4 FOR the purpose of altering the grounds on which a deputy sheriff of a certain rank in 5 Washington County may be discharged after a certain period of employment; 6 providing that a special deputy sheriff in Washington County is not a State employee 7 for certain purposes; authorizing sworn deputy sheriffs at the rank of sergeant and below and correctional deputies at the rank of sergeant and below to engage in 8 9 collective bargaining with the Washington County Sheriff and the County 10 Administrator; prohibiting certain provisions of this Act from being construed to 11 allow deputy sheriffs and correctional deputies to engage in strikes; and generally 12 relating to Washington County deputy sheriffs and correctional deputies.
- 13 BY repealing and reenacting, with amendments,
- 14 Article Courts and Judicial Proceedings
- 15 Section 2–335
- 16 Annotated Code of Maryland
- 17 (2020 Replacement Volume and 2022 Supplement)
- 18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
- 19 That the Laws of Maryland read as follows:
 - Article Courts and Judicial Proceedings
- 21 2–335.

20

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

<u>Underlining</u> indicates amendments to bill.

Strike out indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1	(a)	IN THIS SECTION, "BENEFITS" MEANS:					
2		(1)	HEA	LTH, E	DENTAL, AND VISION INSURANCE;		
3		(2)	PEN	SION E	BENEFITS;		
4		(3)	DISA	BILIT	Y INSURANCE; AND		
5		(4)	Life	INSU	RANCE.		
6	(B)	This	section	applie	es only in Washington County.		
7 8	[(b)] greater of:	(C)	The S	Sheriff	of Washington County shall receive an annual salary of the		
9		(1)	\$100	,000; o	r		
10 11	under Title	(2) 28, Su		•	set by the County Commissioners of Washington County e Local Government Article.		
12 13	[(c)] (County Con	` '		Sheriff	shall appoint a chief deputy at a salary level set by the		
14 15	(E) A PRACTIC	(1) E, OR			BSECTION, "POLICE MISCONDUCT" MEANS A PATTERN, Y A DEPUTY SHERIFF THAT INCLUDES:		
16 17	Constitu	rion ((I) OR LAV		RIVING A PERSON OF RIGHTS PROTECTED BY THE THE STATE OR THE UNITED STATES;		
18			(II)	A VI	OLATION OF A CRIMINAL STATUTE; OR		
19 20	WASHINGT	ON C	(III) OUNTY		OLATION OF AGENCY STANDARDS AND POLICIES OF THE RIFF'S OFFICE.		
21 22 23				duties	Sheriff may appoint deputy sheriffs and other personnels of office at salary levels set by the County Commissioners budgetary process.		
24		[(2)]	(3)	(i)	Any deputy sheriff appointed according to this subsection:		
25 26	years of the	deput	y sheri	1. iff's em	Shall be placed on a probationary status for the first 2 ployment; and		

$1\\2$	2. [May] EXCEPT AS OTHERWISE PROVIDED BY LAW, MAY be dismissed by the Sheriff for any reason during that probationary period.				
3 4	(ii) At the conclusion of continuous employment for 2 years, a deputy sheriff having the rank of major or below:				
5	1. Has tenure; and				
6 7	2. May be discharged by the Sheriff only for [misfeasance, malfeasance, nonfeasance, or insubordination in office] POLICE MISCONDUCT .				
8 9 10 11 12	[(3)] (4) If the Sheriff approves after considering personnel needs, the County Commissioners may authorize a deputy sheriff to perform off—duty services for any person who agrees to pay a fee, including hourly rates for off—duty service, any necessary insurance to be determined by the County Commissioners, any fringe benefits, and the reasonable rental cost of uniforms or other equipment used by any off—duty personnel.				
13 14	[(e)] (F) (1) The Sheriff may appoint special deputy sheriffs, including members of the police force of a Washington County municipality who are:				
15	(i) Selected by the chief of police of the municipality; and				
16 17 18	(ii) Verified by the chief of police of the municipality as having achieved at least the minimum level of training for police duties in a municipality as designated by the Maryland Police Training and Standards Commission.				
19 20	(2) The appointment of special deputy sheriffs is subject to the following conditions:				
21 22 23	(i) The Sheriff shall assign the special deputy sheriff who is a member of the police force to duties in the municipality where the special deputy sheriff is a member of the police force or to duties in other areas of the county, including:				
24 25	1. Performing a vehicle traffic stop resulting from the special deputy sheriff's observation that the operation of the vehicle endangered human life;				
26 27	2. Stabilizing a traffic situation that is endangering human life;				
28 29	3. Stabilizing an emergency situation that involves the potential for loss of human life, bodily injury, or damage to property;				
30 31 32	4. Responding as an initial responder or an emergency responder after being dispatched by the Washington County Emergency Communications Center to a location outside the special deputy sheriff's jurisdiction but which the				

- 1 Emergency Communications Center believed was in the special deputy sheriff's 2 jurisdiction;
- 3 Esponding to an emergency under a Mutual Aid and
- 4 Assistance Agreement to which a municipality and the Sheriff's Office are parties and
- 5 which is in effect at the time of the response or under a mutual aid agreement under §
- 6 2-105 of the Criminal Procedure Article if the special deputy sheriff is in compliance with
- 7 the agreement;
- 8 6. Serving on a task force that is jointly operated by a 9 municipal police department and the Sheriff's Office; or
- 7. Serving on a special response team that has been activated for a response outside the special deputy sheriff's jurisdiction;
- 12 (ii) The Sheriff may terminate the appointment of the special deputy sheriff for cause or on completion of the assignment for which the special deputy sheriff was appointed;
- 15 (iii) The special deputy sheriff is not an employee of the county **OR**16 **THE STATE** for the purpose of employment security or employee benefits; and
- 17 (iv) County liability insurance may be provided to a special deputy 18 sheriff.
- 19 (3) Except as provided in paragraph (2)(i) of this subsection, designation as 20 a special deputy sheriff does not authorize the special deputy sheriff to perform law 21 enforcement duties outside the special deputy sheriff's jurisdiction.
- 22 (4) A special deputy sheriff is under the authority of the Sheriff while the 23 special deputy sheriff is performing duties as a special deputy sheriff.
- 24 (G) (1) THIS SUBSECTION APPLIES TO ALL FULL-TIME SWORN DEPUTY SHERIFFS IN THE WASHINGTON COUNTY SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.
- 27 **(2)** FULL-TIME SWORN DEPUTY SHERIFFS AT THE RANK OF 28 SERGEANT AND BELOW MAY:
- 29 (I) TAKE PART IN OR REFRAIN FROM TAKING PART IN 30 FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION 31 OR ITS LAWFUL ACTIVITIES:
- 32 (II) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE 33 REPRESENTATIVE;

- 1 (III) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF
- 2 AND THE COUNTY ADMINISTRATOR CONCERNING WAGES AND BENEFITS THROUGH
- 3 A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;
- 4 (IV) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER
- 5 INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE
- 6 REPRESENTATIVE, COVERING THOSE WAGES AND BENEFITS; AND
- 7 (V) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE
- 8 REPRESENTATIVE.
- 9 (3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A
- 10 NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO
- 11 APPROVAL BY THE COUNTY COMMISSIONERS.
- 12 (4) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS AN
- 13 EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:
- 14 (I) 1. A PETITION FOR THE LABOR ORGANIZATION TO BE
- 15 RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE SWORN DEPUTY
- 16 SHERIFFS AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO BE
- 17 EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF
- 18 COLLECTIVE BARGAINING; AND
- 19 2. The petition is submitted to the Sheriff.
- 20 (II) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF
- 21 THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE
- 22 PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE
- 23 EXCLUSIVE REPRESENTATIVE.
- 24 (III) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE
- 25 PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO
- 26 APPOINT A THIRD-PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND
- 27 TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE
- 28 EXCLUSIVE REPRESENTATIVE BY A 51% VOTE OF THE SWORN DEPUTY SHERIFFS
- 29 WITH THE RANK OF SERGEANT AND BELOW.
- 30 (IV) THE COSTS ASSOCIATED WITH THE AMERICAN
- 31 ARBITRATION ASSOCIATION AND THE THIRD-PARTY NEUTRAL SHALL BE SHARED
- 32 EQUALLY BY THE PARTIES.

- 1 (5) (I) FOLLOWING CERTIFICATION OF AN EXCLUSIVE
- 2 REPRESENTATIVE AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, THE
- 3 PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE
- 4 BARGAINING IN GOOD FAITH.
- 5 (II) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO
- 6 CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE
- 7 SHERIFF'S OFFICE OF MATTERS AGREED ON IN ITS BUDGET REQUEST.
- 8 (III) THE SHERIFF AND THE COUNTY ADMINISTRATOR MAY NOT
- 9 BE REQUIRED TO ENGAGE IN COLLECTIVE BARGAINING NEGOTIATIONS WITH THE
- 10 EXCLUSIVE REPRESENTATIVE AFTER THE TIME THAT THE COUNTY
- 11 COMMISSIONERS APPROVE THE ANNUAL OPERATING BUDGET WITH REGARD TO
- 12 CONDITIONS OF EMPLOYMENT REQUIRING THE APPROPRIATION OF FUNDS IN THE
- 13 ANNUAL OPERATING BUDGET.
- 14 (6) (I) A COLLECTIVE BARGAINING AGREEMENT SHALL CONTAIN
- 15 ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING
- 16 PROCESS.
- 17 (II) THE AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE
- 18 PROVIDING FOR NONBINDING ARBITRATION OF GRIEVANCES.
- 19 (III) AN AGREEMENT REACHED IN ACCORDANCE WITH THIS
- 20 PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED
- 21 REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE BARGAINING
- 22 NEGOTIATIONS.
- 23 (IV) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN
- 24 AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES
- 25 CAST BY THE SWORN DEPUTY SHERIFFS IN THE BARGAINING UNIT, THE SHERIFF,
- 26 AND THE COUNTY COMMISSIONERS.
- 27 (V) ADDITIONAL FUNDING, IF ANY, REQUIRED AS A RESULT OF
- 28 THE AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE COUNTY
- 29 COMMISSIONERS.
- 30 (VI) THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND THE
- 31 COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE BUT NOT MORE
- 32 THAN FOUR INDIVIDUALS FOR REPRESENTATION IN COLLECTIVE BARGAINING
- 33 **NEGOTIATIONS.**

- 1 (VII) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS 2 THAN 1 YEAR OR MORE THAN 4 YEARS.
- 3 (7) This subsection may not be construed as authorizing or 4 Otherwise allowing a sworn deputy sheriff to engage in a strike as 5 Defined in § 3–303 of the State Personnel and Pensions Article.
- 6 (H) (1) THIS SUBSECTION APPLIES TO ALL FULL-TIME CORRECTIONAL 7 DEPUTIES IN THE SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.
- 8 (2) FULL-TIME CORRECTIONAL DEPUTIES AT THE RANK OF 9 SERGEANT AND BELOW MAY:
- 10 (I) TAKE PART IN OR REFRAIN FROM TAKING PART IN 11 FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION 12 OR ITS LAWFUL ACTIVITIES;
- 13 (II) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE 14 REPRESENTATIVE;
- 15 (III) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF 16 AND THE COUNTY ADMINISTRATOR CONCERNING WAGES AND BENEFITS THROUGH 17 A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;
- 18 (IV) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER
 19 INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE
 20 REPRESENTATIVE, COVERING THOSE WAGES AND BENEFITS; AND
- 21 (V) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE 22 REPRESENTATIVE.
- 23 (3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE COUNTY COMMISSIONERS.
- 26 (4) (I) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS 27 AN EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:
- 28 1. A PETITION FOR THE LABOR ORGANIZATION TO BE
 29 RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE CORRECTIONAL
 30 DEPUTIES AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO
 31 BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF
 32 COLLECTIVE BARGAINING; AND

1 2. THE PETITION IS SUBMITTED TO THE SHERIFF.

- 2 (II) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF
- 3 THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE
- 4 PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE
- 5 EXCLUSIVE REPRESENTATIVE.
- 6 (III) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE
- 7 PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO
- 8 APPOINT A THIRD-PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND
- 9 TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE
- 10 EXCLUSIVE REPRESENTATIVE BY A 51% VOTE OF THE CORRECTIONAL DEPUTIES
- 11 WITH THE RANK OF SERGEANT AND BELOW.
- 12 (IV) THE COSTS ASSOCIATED WITH THE AMERICAN
- 13 ARBITRATION ASSOCIATION AND THE THIRD-PARTY NEUTRAL SHALL BE SHARED
- 14 EQUALLY BY THE PARTIES.
- 15 (5) (I) FOLLOWING CERTIFICATION OF AN EXCLUSIVE
- 16 REPRESENTATIVE AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, THE
- 17 PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE
- 18 BARGAINING IN GOOD FAITH.
- 19 (II) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO
- 20 CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE
- 21 SHERIFF'S OFFICE OF MATTERS AGREED ON IN ITS BUDGET REQUEST.
- 22 (III) THE SHERIFF AND THE COUNTY ADMINISTRATOR MAY NOT
- 23 BE REQUIRED TO ENGAGE IN COLLECTIVE BARGAINING NEGOTIATIONS WITH THE
- 24 EXCLUSIVE REPRESENTATIVE AFTER THE TIME THAT THE COUNTY
- 25 COMMISSIONERS APPROVE THE ANNUAL OPERATING BUDGET WITH REGARD TO
- 26 CONDITIONS OF EMPLOYMENT REQUIRING THE APPROPRIATION OF FUNDS IN THE
- 27 ANNUAL OPERATING BUDGET.
- 28 (6) (I) A COLLECTIVE BARGAINING AGREEMENT SHALL CONTAIN
- 29 ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING
- 30 PROCESS.
- 31 (II) THE AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE
- 32 PROVIDING FOR NONBINDING ARBITRATION OF GRIEVANCES.

1 2 3 4	(III) AN AGREEMENT REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE BARGAINING NEGOTIATIONS.
5 6 7 8	(IV) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES CAST BY THE CORRECTIONAL DEPUTIES IN THE BARGAINING UNIT, THE SHERIFF, AND THE COUNTY COMMISSIONERS.
9 10 11	(V) ADDITIONAL FUNDING, IF ANY, REQUIRED AS A RESULT OF THE AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE COUNTY COMMISSIONERS.
12 13 14	(VI) THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND THE COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE BUT NOT MORE THAN FOUR INDIVIDUALS FOR REPRESENTATION IN COLLECTIVE BARGAINING NEGOTIATIONS.
16 17	(VII) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS THAN 1 YEAR OR MORE THAN 4 YEARS.
18 19 20	(7) This subsection may not be construed as authorizing or otherwise allowing a correctional deputy to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.
21 22	SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2023 .
	Approved:
	Governor.
	Speaker of the House of Delegates.

President of the Senate.