

SENATE BILL 636

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8lr0886
CF HB 284

By: **Cecil County Senators**

Introduced and read first time: February 1, 2018

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Cecil County – Office of the Sheriff – Employees and Collective Bargaining**

3 FOR the purpose of altering the period of time for which certain employees of the Office of
4 the Sheriff of Cecil County are required to serve a probationary period; altering
5 which deputy sheriffs in the Office have the right to organize and collectively bargain
6 with the Sheriff and the Cecil County Executive with regard to certain wages,
7 benefits, and working conditions; correcting certain references to the government of
8 Cecil County and to a certain position in the Office; making certain stylistic changes;
9 and generally relating to the Office of the Sheriff of Cecil County.

10 BY repealing and reenacting, with amendments,
11 Article – Courts and Judicial Proceedings
12 Section 2–309(i)
13 Annotated Code of Maryland
14 (2013 Replacement Volume and 2017 Supplement)

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

17 **Article – Courts and Judicial Proceedings**

18 2–309.

19 (i) (1) (i) The Sheriff of Cecil County shall receive an annual salary of:

20 1. \$71,500 for fiscal year 2015;

21 2. \$75,075 for fiscal year 2016;

22 3. \$77,350 for fiscal year 2017;

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 4. \$79,675 for fiscal year 2018;

2 5. Except as provided in item 6 of this subparagraph, \$82,075
3 for fiscal year 2019; and

4 6. For each term of office beginning with the term that begins
5 in fiscal year 2019, not less than \$100,000, as determined by the County Council of Cecil
6 County.

7 (ii) In addition, the Sheriff shall receive the benefits and
8 reimbursements for reasonable expenses in the performance of duties as provided in the
9 Cecil County budget or by law, including, where appropriate:

10 1. Reimbursements under the Standard State Travel
11 Regulations; and

12 2. Participation in the health care plan that is negotiated for
13 county employees.

14 (iii) 1. The Sheriff shall appoint a chief deputy sheriff, a
15 community [adult rehabilitation center administrator] **CORRECTIONS DIRECTOR**, a
16 detention center director, a detention center deputy director, a law enforcement director,
17 law enforcement personnel, and a personal secretary to the Sheriff.

18 2. The Sheriff may remove the chief deputy sheriff,
19 community [adult rehabilitation center administrator] **CORRECTIONS DIRECTOR**,
20 detention center director, detention center deputy director, law enforcement director, and
21 personal secretary to the Sheriff at any time whether or not for cause.

22 (iv) The Sheriff shall appoint full-time or part-time employees, as
23 provided in the county budget, to perform the duties of the Sheriff's [department. These
24 employees shall include] **OFFICE, INCLUDING:**

25 1. Deputy sheriffs to perform law enforcement functions;

26 2. Deputy sheriffs to perform correctional functions;

27 3. Clerical and other civilian employees;

28 4. A director of the detention center; and

29 5. A community [adult rehabilitation center administrator]
30 **CORRECTIONS DIRECTOR**.

31 (v) 1. Except for the chief deputy sheriff, each employee of the
32 Sheriff's [department] **OFFICE** shall serve a probationary period of [12] 18 months.

1 2. The Sheriff may extend the probationary period
2 **REQUIRED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH** for cause.

3 (vi) During the probationary period of an employee in the Sheriff's
4 **[department] OFFICE**:

5 1. The employee shall satisfactorily complete any
6 certification or training program specified by the Sheriff; and

7 2. The determination of an employee's qualifications and
8 ability to serve in the position of a permanent nonprobationary employee shall be within
9 the sole discretion of the Sheriff.

10 (vii) Except for the chief deputy sheriff, community **[adult**
11 **rehabilitation center administrator] CORRECTIONS DIRECTOR**, detention center director,
12 detention center deputy director, law enforcement director, law enforcement personnel, and
13 personal secretary to the Sheriff, all employees of the Sheriff's department:

14 1. Shall be governed by the rank, salary, and benefit
15 structures of the Cecil County personnel policy; and

16 2. Except as provided in subparagraph (viii) of this
17 paragraph, upon completion of the probationary period, shall be subject to the Cecil County
18 personnel regulations and policies in all matters.

19 (viii) Law enforcement officers and correctional officers of the Sheriff's
20 **[department] OFFICE** may be terminated only for just cause.

21 (ix) Nothing in this subsection shall affect the rights and protections
22 accorded an employee under any other provision of law.

23 (2) The **[County Commissioners] COUNTY** shall pay the cost of all
24 necessary expenses incurred by the Sheriff and his staff.

25 (3) The Sheriff of Cecil County shall have the authority to formulate and
26 administer a plan that includes the method of supervision to use inmates the Sheriff deems
27 eligible and selects to perform, under the supervision of State, county, or municipal
28 employees, tasks the Sheriff assigns within the county or any incorporated municipality
29 within the county.

30 (4) (i) 1. **[This] EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2**
31 **OF THIS SUBPARAGRAPH, THIS** paragraph applies only to all full-time sworn law
32 enforcement deputy sheriffs in the Office of the Sheriff of Cecil County at the rank of
33 **[Sergeant] CAPTAIN** and below.

1 **2. THIS PARAGRAPH DOES NOT APPLY TO THE CHIEF**
2 **DEPUTY SHERIFF, COMMUNITY CORRECTIONS DIRECTOR, DETENTION CENTER**
3 **DIRECTOR, DETENTION CENTER DEPUTY DIRECTOR, OR LAW ENFORCEMENT**
4 **DIRECTOR IN THE OFFICE OF THE SHERIFF OF CECIL COUNTY.**

5 (ii) A full-time sworn law enforcement deputy sheriff at the rank of
6 **[Sergeant] CAPTAIN** and below may:

7 1. Take part in or refrain from taking part in forming,
8 joining, supporting, or participating in a labor organization or its lawful activities;

9 2. Select a labor organization as the exclusive representative
10 of the deputy sheriffs subject to this paragraph;

11 3. Engage in collective bargaining with the Sheriff and the
12 County **[Commissioners] EXECUTIVE** of Cecil County, or the designee of the Sheriff and
13 the County **[Commissioners] EXECUTIVE**, concerning wages, benefits, and any working
14 conditions that are not included in subparagraph (v)4A of this paragraph through a labor
15 organization certified as the exclusive representative of the deputy sheriffs subject to this
16 paragraph;

17 4. Subject to item 2 of this subparagraph, enter into a
18 collective bargaining agreement, through the exclusive representative of the deputy
19 sheriffs subject to this paragraph, covering the wages, benefits, and other working
20 conditions of the deputy sheriffs subject to this paragraph, to the extent that the agreement
21 does not impair the rights of the Sheriff set forth in subparagraph (v)4 of this paragraph;
22 and

23 5. Decertify a labor organization as the exclusive
24 representative of the deputy sheriffs subject to this paragraph.

25 (iii) 1. A labor organization seeking certification as an exclusive
26 representative must submit a petition to the Sheriff and the County **[Commissioners]**
27 **EXECUTIVE** that is signed by more than 50% of the sworn law enforcement deputy sheriffs
28 at the rank of **[Sergeant] CAPTAIN** and below indicating the desire of the deputy sheriffs
29 subject to this paragraph to be represented exclusively by the labor organization for the
30 purpose of collective bargaining.

31 2. If the Sheriff and the County **[Commissioners]**
32 **EXECUTIVE** do not challenge the validity of the petition within 20 calendar days following
33 the receipt of the petition, the labor organization shall be deemed certified as the exclusive
34 representative.

35 3. If the Sheriff or the County **[Commissioners] EXECUTIVE**
36 challenge the validity of the petition, the American Arbitration Association shall appoint a
37 neutral third party to conduct an election and to certify whether the labor organization has

1 been selected as the exclusive representative by a majority of the votes cast in the election.

2 4. The costs associated with the appointment of a neutral
3 third party shall be shared equally by the parties.

4 5. A labor organization shall be deemed decertified if a
5 petition is submitted to the Sheriff and the County [Commissioners] **EXECUTIVE** that is
6 signed by more than 50% of the full-time sworn law enforcement deputy sheriffs at the
7 rank of [Sergeant] **CAPTAIN** and below indicating the desire of the deputy sheriffs to
8 decertify the labor organization as the exclusive representative of the deputy sheriffs
9 subject to this paragraph.

10 (iv) 1. Following certification of an exclusive representative as
11 provided in subparagraph (iii) of this paragraph, the certified labor organization and the
12 Sheriff and the County [Commissioners] **EXECUTIVE** shall meet at reasonable times and
13 engage in collective bargaining in good faith.

14 2. The certified labor organization, the Sheriff, and the
15 County [Commissioners] **EXECUTIVE** shall make every reasonable effort to conclude
16 negotiations on or before February 15 of the year in which a collective bargaining
17 agreement is to take effect to allow for inclusion by the Sheriff of matters agreed upon in
18 its budget request to the County [Commissioners] **COUNCIL**.

19 3. A. If the certified labor organization and the Sheriff
20 and the County [Commissioners] **EXECUTIVE** are unable to reach an agreement before the
21 date set forth in subparagraph 2 of this subparagraph, either the certified labor
22 organization or the Sheriff and the County [Commissioners] **EXECUTIVE** may seek
23 nonbinding mediation through the Federal Mediation and Conciliation Service.

24 B. A party seeking nonbinding mediation under
25 subparagraph A of this subparagraph shall give written notice to the other party
26 and to the Federal Mediation and Conciliation Service at least 15 days prior to the start of
27 the first mediation meeting.

28 C. The costs associated with the mediator or mediation
29 process shall be shared equally by the parties.

30 D. The certified labor organization, the Sheriff, and the
31 County [Commissioners] **EXECUTIVE** shall engage in nonbinding mediation for at least 30
32 days unless they mutually agree in writing to termination or extension of the mediation or
33 reach an agreement.

34 E. The contents of the mediation proceedings may not be
35 disclosed by any of the parties or the mediator.

36 4. The [governing body of Cecil] County **COUNCIL** shall

1 enact a local ordinance that allows for nonbinding arbitration if the certified labor
2 organization, the Sheriff, and the County [Commissioners] **EXECUTIVE** are unable to
3 reach an agreement through mediation under subparagraph 3 of this subparagraph.

4 (v) 1. A collective bargaining agreement shall contain all
5 matters of agreement reached in the collective bargaining process.

6 2. A collective bargaining agreement may contain a
7 grievance procedure providing for binding arbitration of grievances in reference to a labor
8 contract, including grievances related to interpretation or breach of contract.

9 3. A collective bargaining agreement reached in accordance
10 with this paragraph shall be in writing and signed by the certified representatives of the
11 parties involved in the collective bargaining negotiations.

12 4. Except as provided in the code and regulations of Cecil
13 County, the provisions of this subparagraph and any agreement made under it may not
14 impair the right and the responsibility of the Sheriff to:

15 A. Determine the mission, budget, organization, numbers,
16 types, classes, grades, and ranks of deputy sheriffs assigned, the services to be rendered,
17 operations to be performed, and the technology to be used;

18 B. Set the standards of service and exercise control over
19 operations, including the rights to determine work shifts and the number of deputy sheriffs
20 on each shift;

21 C. Assign and retain deputy sheriffs in positions within the
22 office;

23 D. Determine and set work projects, tours of duty, schedules,
24 assignments, and methods, means, and personnel by which operations are conducted;

25 E. Determine and set technology needs, internal security
26 practices, equipment, and the location of facilities;

27 F. Maintain and improve the efficiency and effectiveness of
28 operations;

29 G. Hire, direct, supervise, promote, demote, discipline,
30 assign, and with reasonable cause discharge full-time sworn law enforcement deputy
31 sheriffs, with the exception that the promotional process for deputy sheriffs up to the rank
32 of [Sergeant] **CAPTAIN** and the number and composition of trial boards for the discipline
33 process for deputy sheriffs at the rank of [Sergeant] **CAPTAIN** and below are subject to
34 collective bargaining;

35 H. Determine and set the qualifications of deputy sheriffs for

1 appointment and promotions; and

2 I. Determine and set the standards of conduct, and with
3 consultation and input from the certified labor organization, adopt rules, orders, policies,
4 regulations, and procedures on mutually agreed on subjects.

5 5. A collective bargaining agreement is not effective until it
6 is ratified by the majority of votes cast by the deputy sheriffs in the bargaining unit and
7 approved by the Sheriff [and], the County [Commissioners] **EXECUTIVE, AND THE**
8 **COUNTY COUNCIL.**

9 (vi) Nothing in this paragraph may be construed to:

10 1. Authorize or otherwise allow a deputy sheriff to engage in
11 a strike as defined in § 3–303 of the State Personnel and Pensions Article; and

12 2. Authorize the collection of mandatory membership fees
13 from nonmembers of the employee organization.

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
15 1, 2018.