

SENATE BILL 914

D2, L2

11r2315

By: **Senator McCray**

Introduced and read first time: February 9, 2021

Assigned to: Finance

Committee Report: Favorable

Senate action: Adopted

Read second time: February 28, 2021

CHAPTER _____

1 AN ACT concerning

2 **Sheriff of Baltimore City**

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



1 all matters of agreement reached in the collective bargaining process; authorizing an
 2 agreement to contain a certain grievance procedure for certain purposes; requiring
 3 that a certain agreement be in writing and signed by certain parties under certain
 4 circumstances; providing that an agreement is not valid until it is ratified under
 5 certain circumstances; providing that a modification to an existing agreement is not
 6 valid unless it is in writing and ratified under certain circumstances; requiring that
 7 the terms of the agreement prevail in a certain conflict except under certain
 8 circumstances; authorizing certain parties to seek mediation under certain
 9 circumstances; requiring a certain party seeking mediation to provide certain notice
 10 to certain persons; authorizing certain parties to declare a bargaining impasse under
 11 certain circumstances; establishing procedures and timelines for the mediation and
 12 arbitration of collective bargaining disputes involving a certain exclusive
 13 representative, the Sheriff of Baltimore City and the Mayor and City Council of
 14 Baltimore City; providing that certain recommendations of a certain arbitrator are
 15 not binding; authorizing the Sheriff, Mayor, or City Council to adopt or reject certain
 16 recommendations under certain circumstances; requiring certain parties to accept or
 17 reject certain recommendations within a certain period of time; establishing a certain
 18 method of distributing the costs of the mediation and arbitration; authorizing certain
 19 parties to reach a voluntary settlement on unresolved issues at any time; providing
 20 that the terms and conditions of a certain collective bargaining agreement shall
 21 remain in effect under certain circumstances; providing for the application of this
 22 Act; defining a certain term; and generally relating to collective bargaining for sworn
 23 law enforcement officers and court security officers in the Sheriff of Baltimore City's
 24 office.

25 BY repealing and reenacting, with amendments,
 26 Article – Courts and Judicial Proceedings
 27 Section 2–316
 28 Annotated Code of Maryland
 29 (2020 Replacement Volume)

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

32 **Article – Courts and Judicial Proceedings**

33 2–316.

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

35 (b) **(1) IN THIS SECTION, THE FOLLOWING WORDS HAVE THE MEANINGS**
 36 **INDICATED.**

37 **(2) “CITY” MEANS THE MAYOR AND CITY COUNCIL OF BALTIMORE**
 38 **CITY.**

1 **(3) “COMMISSIONER” MEANS THE LABOR COMMISSIONER OF**
2 **BALTIMORE CITY.**

3 **(C)** The Sheriff of Baltimore City shall receive:

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

5 (2) An annual salary of:

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

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

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

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

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

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

14 (i) An undersheriff or chief deputy sheriff;

15 (ii) One assistant sheriff;

16 (iii) Three deputy sheriff majors;

17 (iv) Three deputy sheriff captains;

18 (v) Six deputy sheriff lieutenants;

19 (vi) One secretary sheriff; and

20 (vii) One fiscal clerk sheriff.

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

22 (i) 9 deputy sheriff sergeants;

23 (ii) 103 deputy sheriffs;

24 (iii) 2 domestic violence clerks; and

25 (iv) 2 domestic violence advocates.

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

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

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

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

10 **[(e)] (F)** (1) In addition to any other compensation received, **UNLESS**
11 **MODIFIED BY A COLLECTIVE BARGAINING AGREEMENT**, each deputy sheriff shall
12 receive an expense allowance of \$400 annually for:

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **(I) (1) THIS SUBSECTION APPLIES ONLY TO ALL FULL-TIME SWORN LAW**
13 **ENFORCEMENT OFFICERS WHO ARE DEPUTY SHERIFFS AT THE RANK OF**
14 **LIEUTENANT OR BELOW AND COURT SECURITY OFFICERS.**

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

17 **(I) SWORN LAW ENFORCEMENT OFFICERS IN THE SHERIFF'S**
18 **OFFICE AT A RANK OF CAPTAIN OR ABOVE;**

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

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

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

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

23 **(VI) CONTRACTUAL EMPLOYEES;**

24 **(VII) TEMPORARY EMPLOYEES;**

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

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

28 **(3) (I) A DEPUTY SHERIFF OR A COURT SECURITY OFFICER HAS**
29 **THE RIGHT TO:**

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

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

6 3. **ENGAGE IN OTHER CONCERTED ACTIVITIES FOR THE**
7 **PURPOSE OF COLLECTIVE BARGAINING.**

8 **(II) FULL-TIME SWORN LAW ENFORCEMENT OFFICERS AND**
9 **COURT SECURITY OFFICERS MAY SEEK RECOGNITION BY THE SHERIFF OR THE**
10 **SHERIFF'S DESIGNEE IN ORDER TO ORGANIZE AND BARGAIN COLLECTIVELY IN**
11 **GOOD FAITH CONCERNING THE FOLLOWING MATTERS:**

12 1. **COMPENSATION, EXCLUDING SALARY, WAGES, AND**
13 **THOSE BENEFITS DETERMINED, OFFERED, ADMINISTERED, CONTROLLED, OR**
14 **MANAGED BY THE CITY;**

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

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

17 **(III) SWORN LAW ENFORCEMENT OFFICERS AND COURT**
18 **SECURITY OFFICERS MAY SEEK RECOGNITION IN ORDER TO ORGANIZE AND**
19 **BARGAIN COLLECTIVELY IN GOOD FAITH WITH THE CITY CONCERNING MERIT STEP**
20 **INCREASES AND THOSE BENEFITS DETERMINED, OFFERED, ADMINISTERED,**
21 **CONTROLLED, OR MANAGED BY THE CITY.**

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

26 2. **IF A DISCUSSION UNDER SUBSUBPARAGRAPH 1 OF**
27 **THIS SUBPARAGRAPH LEADS TO A RESOLUTION OR AN ADJUSTMENT OF A DISPUTE,**
28 **THE RESOLUTION OR ADJUSTMENT MAY NOT BE INCONSISTENT WITH THE TERMS OF**
29 **A COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT.**

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

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(I) DETERMINE:

- 1. THE MISSION;**
- 2. THE BUDGET;**
- 3. THE ORGANIZATION;**
- 4. THE NUMBERS, TYPES, AND GRADES OF EMPLOYEES
ASSIGNED;**
- 5. THE WORK PROJECTS, TOURS OF DUTY, AND
METHODS, MEANS, AND PERSONNEL BY WHICH ITS OPERATIONS ARE CONDUCTED;**
- 6. THE TECHNOLOGY NEEDS;**
- 7. THE INTERNAL SECURITY PRACTICES; AND**
- 8. THE RELOCATION OF ITS FACILITIES;**

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

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

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

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

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

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

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

1 (IX) SET STANDARDS OF CONDUCT;

2 (X) ADOPT OFFICE RULES, REGULATIONS, AND PROCEDURES;

3 (XI) PROVIDE A SYSTEM OF MERIT EMPLOYMENT ACCORDING
4 TO A STANDARD OF BUSINESS EFFICIENCY; AND

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

7 (5) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
8 PARAGRAPH, AN EXCLUSIVE REPRESENTATIVE MAY NOT BE RECOGNIZED BY THE
9 SHERIFF UNLESS THAT REPRESENTATIVE IS SELECTED AND CERTIFIED BY THE
10 COMMISSIONER.

11 (II) ANY PETITION TO BE RECOGNIZED THAT IS SUBMITTED ON
12 BEHALF OF THE SWORN LAW ENFORCEMENT OFFICERS SHALL BE ACCOMPANIED BY
13 A SHOWING OF INTEREST SUPPORTED BY AT LEAST 31% OF THE SWORN LAW
14 ENFORCEMENT OFFICERS INDICATING THEIR DESIRE TO BE EXCLUSIVELY
15 REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF COLLECTIVE
16 BARGAINING.

17 (III) 1. EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 2 OF
18 THIS SUBPARAGRAPH, AN EXCLUSIVE REPRESENTATIVE SHALL BE DEEMED
19 DECERTIFIED IF A PETITION IS SUBMITTED TO THE COMMISSIONER AND THE
20 SHERIFF THAT IS SIGNED BY 31% OF THE SWORN LAW ENFORCEMENT OFFICERS
21 INDICATING THEIR DESIRE TO DECERTIFY THE EXCLUSIVE REPRESENTATIVE.

22 2. IF THE EXCLUSIVE REPRESENTATIVE WISHES TO
23 CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER SUBSUBPARAGRAPH
24 1 OF THIS SUBPARAGRAPH, WITHIN 20 DAYS AFTER SUBMISSION OF THE PETITION,
25 THE EXCLUSIVE REPRESENTATIVE MAY REQUEST A SECRET BALLOT ELECTION.

26 3. THE SECRET BALLOT ELECTION SHALL BE
27 CONDUCTED BY AN IMPARTIAL UMPIRE SELECTED JOINTLY BY THE PARTICIPATING
28 PARTIES FROM A LIST OF UMPIRES PROVIDED BY THE AMERICAN ARBITRATION
29 ASSOCIATION.

30 4. THE COSTS ASSOCIATED WITH THE APPOINTMENT OF
31 THE IMPARTIAL UMPIRE SHALL BE SHARED EQUALLY BY THE EXCLUSIVE
32 REPRESENTATIVE AND BALTIMORE CITY.

33 5. IF AT LEAST 51% OF THE EMPLOYEES IN THE

1 BARGAINING UNIT VOTE IN FAVOR OF DECERTIFICATION DURING THE SECRET
2 BALLOT ELECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE DECERTIFIED.

3 (6) (I) 1. THE SHERIFF MAY DESIGNATE AT LEAST ONE BUT
4 NOT MORE THAN FOUR INDIVIDUALS TO REPRESENT THE SHERIFF IN COLLECTIVE
5 BARGAINING.

6 2. IF THE COMMISSIONER IS A PARTY TO COLLECTIVE
7 BARGAINING, THE CITY MAY DESIGNATE AT LEAST ONE BUT NOT MORE THAN FOUR
8 INDIVIDUALS TO REPRESENT THE CITY IN COLLECTIVE BARGAINING.

9 3. THE EXCLUSIVE REPRESENTATIVE SHALL DESIGNATE
10 AT LEAST ONE BUT NOT MORE THAN FOUR INDIVIDUALS TO REPRESENT THE
11 EXCLUSIVE REPRESENTATIVE IN COLLECTIVE BARGAINING.

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

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

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

20 (V) ON CERTIFICATION BY THE COMMISSIONER OF THE
21 EXCLUSIVE REPRESENTATIVE, THE PARTIES SHALL MEET TO NEGOTIATE AN
22 AGREEMENT WITHIN 90 DAYS AFTER THE CERTIFICATION AND MEMORIALIZE THE
23 AGREEMENT IN WRITING.

24 (VI) NEGOTIATIONS FOR AN AGREEMENT SHALL BEGIN ON OR
25 BEFORE SEPTEMBER 1 OF THE YEAR BEFORE THE EXPIRATION OF ANY EXISTING
26 AGREEMENT.

27 (7) TO THE EXTENT THAT ANY MATTERS NEGOTIATED BETWEEN THE
28 SHERIFF, THE CITY, AND THE COLLECTIVE BARGAINING UNIT REQUIRE
29 LEGISLATIVE APPROVAL OR THE APPROPRIATION OF FUNDS, THE MATTERS SHALL
30 BE RECOMMENDED TO THE GENERAL ASSEMBLY FOR THE APPROVAL OF
31 LEGISLATION OR TO THE CITY FOR THE APPROPRIATION OF FUNDS.

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

1 **(9) (I) AN AGREEMENT SHALL CONTAIN ALL MATTERS OF**
2 **AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.**

3 **(II) AN AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE**
4 **FOR BINDING ARBITRATION OF THE INTERPRETATION OF CONTRACT TERMS AND**
5 **CLAUSES.**

6 **(III) 1. AN AGREEMENT REACHED IN ACCORDANCE WITH**
7 **THIS SUBSECTION SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED**
8 **REPRESENTATIVES OF THE SHERIFF AND THE EXCLUSIVE REPRESENTATIVE**
9 **INVOLVED IN THE COLLECTIVE BARGAINING NEGOTIATIONS.**

10 **2. IF THE COMMISSIONER IS A PARTY TO THE**
11 **AGREEMENT, THE AGREEMENT SHALL BE SIGNED BY THE COMMISSIONER OR THE**
12 **COMMISSIONER'S DESIGNEE IN ADDITION TO THE SIGNATORIES REQUIRED UNDER**
13 **SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH.**

14 **(IV) AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED**
15 **BY:**

16 **1. THE SHERIFF;**

17 **2. IF THE BOARD OF ESTIMATES OF THE CITY OF**
18 **BALTIMORE IS A PARTY TO THE COLLECTIVE BARGAINING, THE BOARD OR THE**
19 **BOARD'S DESIGNEE; AND**

20 **3. A MAJORITY OF THE VOTES CAST BY THE EMPLOYEES**
21 **IN THE BARGAINING UNIT.**

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

24 **1. THE SHERIFF;**

25 **2. IF THE CITY IS A PARTY TO THE COLLECTIVE**
26 **BARGAINING, THE CITY OR THE CITY'S DESIGNEE; AND**

27 **3. A MAJORITY OF THE VOTES CAST BY THE EMPLOYEES**
28 **IN THE BARGAINING UNIT.**

29 **(10) IF THERE IS A CONFLICT BETWEEN AN EXISTING COLLECTIVE**
30 **BARGAINING AGREEMENT AND A RULE OR REGULATION ADOPTED BY THE SHERIFF,**

1 THE SECRETARY OF BUDGET AND MANAGEMENT, OR THE CITY, INCLUDING MERIT
2 SYSTEM OR OTHER PERSONNEL REGULATIONS, THE TERMS OF THE AGREEMENT
3 SHALL PREVAIL UNLESS OTHERWISE PROHIBITED BY LAW.

4 (11) (I) IF THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND,
5 IF A PARTY TO COLLECTIVE BARGAINING, THE CITY ARE UNABLE TO REACH AN
6 AGREEMENT ON OR BEFORE JANUARY 15, ANY PARTY MAY SEEK MEDIATION
7 THROUGH THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

8 (II) A PARTY SEEKING MEDIATION UNDER SUBPARAGRAPH (I)
9 OF THIS PARAGRAPH SHALL PROVIDE WRITTEN NOTICE TO THE OTHER PARTIES AND
10 THE FEDERAL MEDIATION AND CONCILIATION SERVICE AT LEAST 15 DAYS BEFORE
11 THE ANTICIPATED FIRST MEDIATION MEETING.

12 (III) THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES
13 OF THE MEDIATOR AS FOLLOWS:

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

16 2. IF THE CITY AND THE SHERIFF ARE BOTH PARTIES TO
17 THE NEGOTIATIONS GIVING RISE TO THE MEDIATION, THE CITY AND THE SHERIFF
18 SHALL EACH PAY 25% OF THE COSTS; AND

19 3. IF THE CITY IS NOT A PARTY TO THE NEGOTIATIONS
20 GIVING RISE TO THE MEDIATION, THE SHERIFF SHALL PAY 50% OF THE COSTS.

21 (IV) COSTS INCURRED BY A PARTY TO PREPARE, APPEAR, OR
22 SECURE REPRESENTATION, EXPERT WITNESSES, OR EVIDENCE OF ANY KIND SHALL
23 BE BORNE EXCLUSIVELY BY THAT PARTY.

24 (V) THE PARTIES SHALL ENGAGE IN MEDIATION FOR AT LEAST
25 30 DAYS UNLESS THE PARTIES MUTUALLY AGREE IN WRITING TO THE TERMINATION
26 OR EXTENSION OF THE MEDIATION OR REACH AN AGREEMENT.

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

29 (12) (I) IF THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND,
30 IF A PARTY TO COLLECTIVE BARGAINING, THE CITY HAVE NOT REACHED AN
31 AGREEMENT ON OR BEFORE MARCH 1, OR ANY LATER DATE DETERMINED BY
32 MUTUAL AGREEMENT OF THE PARTIES:

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

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

7 3. **WITHIN 3 DAYS AFTER THE PARTIES' RECEIPT OF THE**
8 **LIST PROVIDED UNDER ITEM 2 OF THIS SUBPARAGRAPH, THE PARTIES SHALL**
9 **SELECT AN ARBITRATOR BY ALTERNATE STRIKING OF NAMES FROM THE LIST.**

10 **(II) ON OR BEFORE MARCH 15, OR ANY LATER DATE**
11 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE PARTIES SHALL**
12 **SUBMIT TO THE ARBITRATOR:**

13 1. **A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH**
14 **THE PARTIES PREVIOUSLY AGREED; AND**

15 2. **A SEPARATE PROPOSED MEMORANDUM OF EACH**
16 **PARTY'S FINAL OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE**
17 **PARTIES PREVIOUSLY DID NOT AGREE.**

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

22 2. **AT A HEARING, EACH PARTY MAY SUBMIT EVIDENCE**
23 **AND MAKE ORAL AND WRITTEN ARGUMENTS IN SUPPORT OF THE PARTY'S LAST**
24 **FINAL OFFER.**

25 **(IV) THE ARBITRATOR MAY:**

26 1. **GIVE NOTICE AND HOLD HEARINGS IN ACCORDANCE**
27 **WITH THE MARYLAND ADMINISTRATIVE PROCEDURE ACT;**

28 2. **ADMINISTER OATHS AND TAKE TESTIMONY AND**
29 **OTHER EVIDENCE; AND**

30 3. **ISSUE SUBPOENAS.**

31 **(V) ONCE THE PARTIES HAVE SUBMITTED THEIR POSITIONS**

1 INTO THE RECORD, EACH PARTY SHALL HAVE AN OPPORTUNITY TO REVISE ITS
2 FINAL POSITION BEFORE THE RECORD IS CLOSED AND THE MATTER IS SUBMITTED
3 TO THE ARBITRATOR FOR A DETERMINATION.

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

7 1. SELECTING THE FINAL OFFER SUBMITTED BY THE
8 PARTIES THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN
9 VIEWED AS A WHOLE; AND

10 2. STATING THE REASONS THAT THE ARBITRATOR
11 FOUND THE FINAL OFFER TO BE MORE REASONABLE.

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

15 1. PAST COLLECTIVE BARGAINING AGREEMENTS
16 BETWEEN THE PARTIES, INCLUDING THE BARGAINING HISTORY THAT LED TO THE
17 COLLECTIVE BARGAINING AGREEMENT AND THE PRECOLLECTIVE BARGAINING
18 HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING
19 CONDITIONS;

20 2. IN AN ARBITRATION TO WHICH THE EXCLUSIVE
21 REPRESENTATIVE OF SWORN LAW ENFORCEMENT OFFICERS OR COURT SECURITY
22 OFFICERS IS A PARTY, A COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER
23 CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS OR COURT
24 SECURITY OFFICERS EMPLOYED IN OTHER JURISDICTIONS IN THE STATE;

25 3. IN AN ARBITRATION TO WHICH THE EXCLUSIVE
26 REPRESENTATIVE OF SWORN LAW ENFORCEMENT OFFICERS OR COURT SECURITY
27 OFFICERS IS A PARTY, A COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER
28 CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS OR COURT
29 SECURITY OFFICERS FROM THE PRIMARY POLICE OR SHERIFF'S DEPARTMENTS IN
30 ALL COUNTIES IN THE STATE;

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

33 5. THE COSTS OF THE RESPECTIVE PROPOSALS OF THE
34 PARTIES;

1 **6. THE CONDITION OF THE BALTIMORE CITY BUDGET,**
2 **THE ABILITY OF THE SHERIFF AND THE CITY TO FINANCE ANY ECONOMIC**
3 **ADJUSTMENTS REQUIRED UNDER THE PROPOSED COLLECTIVE BARGAINING**
4 **AGREEMENT, AND THE POTENTIAL IMPACT OF THE PARTIES' FINAL OFFERS ON THE**
5 **BOND RATING OF BALTIMORE CITY;**

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

10 **8. THE ANNUAL INCREASE OR DECREASE IN THE COST**
11 **OF LIVING IN BALTIMORE CITY;**

12 **9. RECRUITMENT AND RETENTION DATA;**

13 **10. THE SPECIAL NATURE OF THE WORK PERFORMED BY**
14 **THE EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF EMPLOYMENT,**
15 **PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB TRAINING AND**
16 **SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON THOSE EMPLOYEES AS**
17 **COMPARED TO OTHER EMPLOYEES OF THE SHERIFF'S OFFICE;**

18 **11. THE INTEREST AND WELFARE OF THE PUBLIC AND**
19 **THE EMPLOYEES IN THE BARGAINING UNIT; AND**

20 **12. STIPULATIONS OF THE PARTIES REGARDING ANY OF**
21 **THE ITEMS UNDER THIS SUBPARAGRAPH.**

22 **(VIII) THE ARBITRATOR MAY NOT:**

23 **1. RECEIVE OR CONSIDER THE HISTORY OF COLLECTIVE**
24 **BARGAINING RELATED TO THE IMMEDIATE DISPUTE, INCLUDING ANY OFFERS OF**
25 **SETTLEMENT NOT CONTAINED IN THE FINAL OFFER SUBMITTED TO THE**
26 **ARBITRATOR, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;**

27 **2. COMBINE FINAL OFFERS OR ALTER THE FINAL OFFER**
28 **THAT THE ARBITRATOR SELECTS, UNLESS THE PARTIES MUTUALLY AGREE**
29 **OTHERWISE; OR**

30 **3. SELECT AN OFFER IN WHICH THE CONDITIONS OF**
31 **EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES, OR WAGES TO BE PAID ARE**
32 **UNREASONABLE.**

1 **(IX) 1. THE ARBITRATOR SHALL SUBMIT THE REPORT**
2 **ISSUED UNDER SUBPARAGRAPH (VI) OF THIS PARAGRAPH TO THE COMMISSIONER,**
3 **THE SHERIFF, AND THE EXCLUSIVE REPRESENTATIVE.**

4 **2. THE RECOMMENDATIONS OF THE ARBITRATOR ARE**
5 **NOT BINDING ON THE CITY, THE SHERIFF, OR THE EXCLUSIVE REPRESENTATIVE.**

6 **3. EXCEPT AS PROVIDED IN SUBSUBPARAGRAPH 4 OF**
7 **THIS SUBPARAGRAPH, THE SHERIFF AND, IF A PARTY TO COLLECTIVE BARGAINING,**
8 **THE CITY MAY ADOPT OR REJECT A RECOMMENDATION OF THE ARBITRATOR.**

9 **4. SUBJECT TO SUBSUBPARAGRAPH 5 OF THIS**
10 **SUBPARAGRAPH, IF A RECOMMENDATION OF THE ARBITRATOR REQUIRES AN**
11 **APPROPRIATION OF FUNDS, ONLY THE CITY MAY ADOPT OR REJECT THE**
12 **RECOMMENDATION.**

13 **5. THE CITY MAY NOT ACCEPT A RECOMMENDATION OF**
14 **THE ARBITRATOR THAT REQUIRES AN APPROPRIATION OF FUNDS UNLESS THE CITY**
15 **AND THE SHERIFF FIRST AGREE ON THE FUNDING SOURCE FOR THE**
16 **APPROPRIATION.**

17 **6. THE PARTIES SHALL ACCEPT OR REJECT THE**
18 **ARBITRATOR'S RECOMMENDATIONS WITHIN 30 DAYS AFTER THE SUBMISSION OF**
19 **THE REPORT TO THE PARTIES UNDER SUBSUBPARAGRAPH 1 OF THIS**
20 **SUBPARAGRAPH.**

21 **(X) THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES**
22 **OF THE ARBITRATOR AS FOLLOWS:**

23 **1. THE EXCLUSIVE REPRESENTATIVE SHALL PAY 50%**
24 **OF THE COSTS;**

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

28 **3. IF THE CITY IS NOT A PARTY TO THE NEGOTIATIONS**
29 **GIVING RISE TO THE ARBITRATION, THE SHERIFF SHALL PAY 50% OF THE COSTS.**

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

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

5 **(13) IF A COLLECTIVE BARGAINING AGREEMENT EXPIRES AFTER THE**
 6 **EXCLUSIVE REPRESENTATIVE HAS GIVEN NOTICE OF ITS DESIRE TO ENTER INTO**
 7 **COLLECTIVE BARGAINING FOR A SUCCESSOR COLLECTIVE BARGAINING**
 8 **AGREEMENT, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING**
 9 **AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EARLIER OF:**

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

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

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

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

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

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
 24 October 1, 2021.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.