

SENATE BILL 191

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3lr1309
CF HB 433

By: **Senator Jackson**

Introduced and read first time: January 20, 2023

Assigned to: Judicial Proceedings

Committee Report: Favorable

Senate action: Adopted

Read second time: February 24, 2023

CHAPTER _____

1 AN ACT concerning

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

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

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

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

18 **Article – Courts and Judicial Proceedings**

19 2–330.

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

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

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

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

5 (2) The Sheriff shall:

6 (i) Be provided with an automobile during the term as Sheriff for
7 the use and work of the Sheriff's Office, with adequate maintenance and insurance for the
8 automobile to be at the cost of the county; and

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

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

14 (ii) The assistant sheriffs shall be selected and appointed by the
15 Sheriff and serve at the Sheriff's pleasure.

16 (iii) One of the assistant sheriffs shall be appointed as the chief
17 assistant sheriff.

18 (iv) The assistant sheriffs shall be considered line officers, if so
19 designated by the Sheriff.

20 (2) Each assistant sheriff shall be provided with:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (ii) Civilian employees shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 (i) The full power of arrest;

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

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

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

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

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

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

18 1. Responding to **AND INVESTIGATING MISDEMEANOR**
19 **AND FELONY** domestic violence calls;

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

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

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

27 (ii) The memorandum of understanding:

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

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

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

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

4 (i) In matters concerning the Sheriff's department;

5 (ii) On request of the courts;

6 (iii) As necessary for the administration and enforcement of casino
7 night permits as authorized by the county governing body; and

8 (iv) In investigations arising out of or incident to normally assigned
9 duties, including those duties authorized by the county governing body under subsection
10 (h)(1)(vii) of this section.

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

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

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

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

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

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.