

HB1034/923426/1

BY: Judiciary Committee

AMENDMENTS TO HOUSE BILL 1034
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike “**Delegate Smith**” and substitute “**Baltimore City Delegation (By Request – Baltimore City Sheriff)**”; and in line 8, after “2–316(a)” insert “and (i)”.

AMENDMENT NO. 2

On page 2, in line 11, strike “and”; in line 12, after the semicolon insert “AND”; in line 13, strike “**(II)**” and substitute “5.”; in the same line, strike “**SOCIAL**” and substitute “2 SOCIAL”; and strike in their entirety lines 14 through 16, inclusive, and substitute:

“(II) SUBJECT TO SUBSECTION (I) OF THIS SECTION, ANY ADDITIONAL SWORN OR CIVILIAN PERSONNEL IF THE FUNDING FOR THE PERSONNEL IS PROVIDED IN THE ORDINANCE OF ESTIMATES OR ANY OTHER SOURCE.

(i) (1) This subsection applies only to all full–time sworn law enforcement officers who are deputy sheriffs at the rank of lieutenant or below and court security officers.

(2) This subsection does not apply to the following employees in the Sheriff’s Office:

(i) Sworn law enforcement officers in the Sheriff’s Office at a rank of captain or above;

(ii) Employees in appointed positions;

(iii) Civilian merit system employees;

(iv) Full-time reduced hours employees;

(v) Part-time employees;

(vi) Contractual employees;

(vii) Temporary employees;

(viii) Emergency employees; or

(ix) Employees whose employment is administered under the Baltimore City policies and procedures manual.

(3) (i) A deputy sheriff or a court security officer has the right to:

1. Take part in or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities;

2. Be represented by an exclusive representative, if any, in collective bargaining; and

3. Engage in other concerted activities for the purpose of collective bargaining.

(ii) Full-time sworn law enforcement officers and court security officers may seek recognition by the Sheriff or the Sheriff's designee in order to organize and bargain collectively in good faith concerning the following matters:

1. Compensation, excluding salary, wages, and those benefits determined, offered, administered, controlled, or managed by the City;

2. Leave, holidays, and vacations; and

3. Hours, working conditions, and job security.

(iii) Sworn law enforcement officers and court security officers may seek recognition in order to organize and bargain collectively in good faith with the City concerning merit step increases and those benefits determined, offered, administered, controlled, or managed by the City.

(iv) 1. A sworn law enforcement officer or a court security officer who is a member of a bargaining unit with an exclusive representative may discuss any matter with the employer without the intervention of the exclusive representative.

2. If a discussion under subparagraph 1 of this subparagraph leads to a resolution or an adjustment of a dispute, the resolution or adjustment may not be inconsistent with the terms of a collective bargaining agreement then in effect.

(4) The Sheriff and the Sheriff's Office, through their appropriate officers and employees, may:

(i) Determine:

1. The mission;

2. The budget;

3. The organization;

(Over)

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;

(ix) Set standards of conduct;

(x) Adopt office rules, regulations, and procedures;

(xi) Provide a system of merit employment according to a standard of business efficiency; and

(xii) Take actions, not otherwise specified in this subsection, to carry out the mission of the Sheriff's Office.

(5) (i) Except as provided in subparagraph (ii) of this paragraph, an exclusive representative may not be recognized by the Sheriff unless that representative is selected and certified by the Commissioner.

(ii) Any petition to be recognized that is submitted on behalf of the sworn law enforcement officers shall be accompanied by a showing of interest supported by at least 31% of the sworn law enforcement officers indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

(iii) 1. Except as provided in subparagraph 2 of this subparagraph, an exclusive representative shall be deemed decertified if a petition is submitted to the Commissioner and the Sheriff that is signed by 31% of the sworn law enforcement officers indicating their desire to decertify the exclusive representative.

2. If the exclusive representative wishes to challenge the validity of a petition submitted under subparagraph 1 of this subparagraph, within 20 days after submission of the petition, the exclusive representative may request a secret ballot election.

(Over)

3. The secret ballot election shall be conducted by an impartial umpire selected jointly by the participating parties from a list of umpires provided by the American Arbitration Association.

4. The costs associated with the appointment of the impartial umpire shall be shared equally by the exclusive representative and Baltimore City.

5. If at least 51% of the employees in the bargaining unit vote in favor of decertification during the secret ballot election, the exclusive representative shall be decertified.

(6) (i) 1. The Sheriff may designate at least one but not more than four individuals to represent the Sheriff in collective bargaining.

2. If the Commissioner is a party to collective bargaining, the City may designate at least one but not more than four individuals to represent the City in collective bargaining.

3. The exclusive representative shall designate at least one but not more than four individuals to represent the exclusive representative in collective bargaining.

(ii) The parties shall meet at reasonable times and engage in collective bargaining in good faith.

(iii) Negotiations or matters relating to negotiations shall be considered closed sessions under § 3-305 of the General Provisions Article.

(iv) The parties shall make every reasonable effort to conclude negotiations in a timely manner for inclusion by the Sheriff and the Sheriff's Office in the budget request.

(v) On certification by the Commissioner of the exclusive representative, the parties shall meet to negotiate an agreement within 90 days after the certification and memorialize the agreement in writing.

(vi) Negotiations for an agreement shall begin on or before September 1 of the year before the expiration of any existing agreement.

(7) To the extent that any matters negotiated between the Sheriff, the City, and the collective bargaining unit require legislative approval or the appropriation of funds, the matters shall be recommended to the General Assembly for the approval of legislation or to the City for the appropriation of funds.

(8) An agreement is not valid if it extends for less than 1 year or for more than 4 years.

(9) (i) An agreement shall contain all matters of agreement reached in the collective bargaining process.

(ii) An agreement may contain a grievance procedure for binding arbitration of the interpretation of contract terms and clauses.

(iii) 1. An agreement reached in accordance with this subsection shall be in writing and signed by the designated representatives of the Sheriff and the exclusive representative involved in the collective bargaining negotiations.

2. If the Commissioner is a party to the agreement, the agreement shall be signed by the Commissioner or the Commissioner's designee in addition to the signatories required under subparagraph 1 of this subparagraph.

(iv) An agreement is not effective until it is ratified by:

(Over)

1. The Sheriff;

2. If the Board of Estimates of the City of Baltimore is a party to the collective bargaining, the Board or the Board's designee; and

3. A majority of the votes cast by the employees in the bargaining unit.

(v) A modification to an existing agreement is not valid unless it is in writing and ratified by:

1. The Sheriff;

2. If the City is a party to the collective bargaining, the City or the City's designee; and

3. A majority of the votes cast by the employees in the bargaining unit.

(10) If there is a conflict between an existing collective bargaining agreement and a rule or regulation adopted by the Sheriff, the Secretary of Budget and Management, or the City, including merit system or other personnel regulations, the terms of the agreement shall prevail unless otherwise prohibited by law.

(11) (i) If the exclusive representative, the Sheriff, and, if a party to collective bargaining, the City are unable to reach an agreement on or before January 15, any party may seek mediation through the Federal Mediation and Conciliation Service.

HB1034/923426/01 Judiciary Committee
Amendments to HB 1034
Page 9 of 15

(ii) A party seeking mediation under subparagraph (i) of this paragraph shall provide written notice to the other parties and the Federal Mediation and Conciliation Service at least 15 days before the anticipated first mediation meeting.

(iii) The parties shall share the costs of the services of the mediator as follows:

1. The exclusive representative shall pay 50% of the costs;
2. If the City and the Sheriff are both parties to the negotiations giving rise to the mediation, the City and the Sheriff shall each pay 25% of the costs; and
3. If the City is not a party to the negotiations giving rise to the mediation, the Sheriff shall pay 50% of the costs.

(iv) Costs incurred by a party to prepare, appear, or secure representation, expert witnesses, or evidence of any kind shall be borne exclusively by that party.

(v) The parties shall engage in mediation for at least 30 days unless the parties mutually agree in writing to the termination or extension of the mediation or reach an agreement.

(vi) The contents of a mediation proceeding under this paragraph may not be disclosed by the parties or the mediator.

(12) (i) If the exclusive representative, the Sheriff, and, if a party to collective bargaining, the City have not reached an agreement on or before March 1, or any later date determined by mutual agreement of the parties:

1. Any party may declare a bargaining impasse;

(Over)

2. The party declaring a bargaining impasse under item 1 of this subparagraph shall request a list of arbitrators to be provided to the parties by the Federal Mediation and Conciliation Service or under the Labor Arbitration Rules of the American Arbitration Association; and

3. Within 3 days after the parties' receipt of the list provided under item 2 of this subparagraph, the parties shall select an arbitrator by alternate striking of names from the list.

(ii) On or before March 15, or any later date determined by mutual agreement of the parties, the parties shall submit to the arbitrator:

1. A joint memorandum listing all items to which the parties previously agreed; and

2. A separate proposed memorandum of each party's final offer presented in negotiations on all items to which the parties previously did not agree.

(iii) 1. On or before March 30, or any later date determined by mutual agreement of the parties, the arbitrator shall hold a closed hearing on the parties' proposals at a time, date, and place within Baltimore City selected by the arbitrator.

2. At a hearing, each party may submit evidence and make oral and written arguments in support of the party's last final offer.

(iv) The arbitrator may:

1. Give notice and hold hearings in accordance with the Maryland Administrative Procedure Act;

2. Administer oaths and take testimony and other evidence; and

3. Issue subpoenas.

(v) Once the parties have submitted their positions into the record, each party shall have an opportunity to revise its final position before the record is closed and the matter is submitted to the arbitrator for a determination.

(vi) On or before April 15, or any later date determined by mutual agreement of the parties, the arbitrator shall issue a report:

1. Selecting the final offer submitted by the parties that the arbitrator determines to be more reasonable when viewed as a whole; and

2. Stating the reasons that the arbitrator found the final offer to be more reasonable.

(vii) In determining which final offer is more reasonable under subparagraph (vi) of this paragraph, the arbitrator may consider only:

1. Past collective bargaining agreements between the parties, including the bargaining history that led to the collective bargaining agreement and the precollective bargaining history of employee wages, hours, benefits, and other working conditions;

2. In an arbitration to which the exclusive representative of sworn law enforcement officers or court security officers is a party, a comparison of wages, hours, benefits, and other conditions of employment of law enforcement officers or court security officers employed in other jurisdictions in the State;

(Over)

3. In an arbitration to which the exclusive representative of sworn law enforcement officers or court security officers is a party, a comparison of wages, hours, benefits, and other conditions of employment of law enforcement officers or court security officers from the primary police or sheriff's departments in all counties in the State;

4. A comparison of wages, hours, benefits, and other conditions of employment of employees working for the county;

5. The costs of the respective proposals of the parties;

6. The condition of the Baltimore City budget, the ability of the Sheriff and the City to finance any economic adjustments required under the proposed collective bargaining agreement, and the potential impact of the parties' final offers on the bond rating of Baltimore City;

7. The annual increase or decrease in the cost of living in the statistical areas described in item 8 of this subparagraph as compared to the national average and to other comparable metropolitan areas;

8. The annual increase or decrease in the cost of living in Baltimore City;

9. Recruitment and retention data;

10. The special nature of the work performed by the employees in the bargaining unit, including hazards of employment, physical requirements, educational qualifications, job training and skills, shift assignments, and the demands placed on those employees as compared to other employees of the Sheriff's Office;

11. The interest and welfare of the public and the employees in the bargaining unit; and

12. Stipulations of the parties regarding any of the items under this subparagraph.

(viii) The arbitrator may not:

1. Receive or consider the history of collective bargaining related to the immediate dispute, including any offers of settlement not contained in the final offer submitted to the arbitrator, unless the parties mutually agree otherwise;

2. Combine final offers or alter the final offer that the arbitrator selects, unless the parties mutually agree otherwise; or

3. Select an offer in which the conditions of employment or the compensation, salaries, fees, or wages to be paid are unreasonable.

(ix) 1. The arbitrator shall submit the report issued under subparagraph (vi) of this paragraph to the Commissioner, the Sheriff, and the exclusive representative.

2. The recommendations of the arbitrator are not binding on the City, the Sheriff, or the exclusive representative.

3. Except as provided in subparagraph 4 of this subparagraph, the Sheriff and, if a party to collective bargaining, the City may adopt or reject a recommendation of the arbitrator.

4. Subject to subparagraph 5 of this subparagraph, if a recommendation of the arbitrator requires an appropriation of funds, only the City may adopt or reject the recommendation.

(Over)

5. The City may not accept a recommendation of the arbitrator that requires an appropriation of funds unless the City and the Sheriff first agree on the funding source for the appropriation.

6. The parties shall accept or reject the arbitrator's recommendations within 30 days after the submission of the report to the parties under subsubparagraph 1 of this subparagraph.

(x) The parties shall share the costs of the services of the arbitrator as follows:

1. The exclusive representative shall pay 50% of the costs;

2. If the City and the Sheriff are both parties to the negotiations giving rise to the arbitration, the Secretary and the Sheriff shall each pay 25% of the costs; and

3. If the City is not a party to the negotiations giving rise to the arbitration, the Sheriff shall pay 50% of the costs.

(xi) Costs incurred by a party to prepare, appear, or secure representation, expert witnesses, or evidence of any kind shall be borne exclusively by that party.

(xii) This paragraph may not be construed to prohibit the parties from reaching a voluntary settlement on any unresolved issues at any time before or after the issuance of the recommendations by the arbitrator.

(13) If a collective bargaining agreement expires after the exclusive representative has given notice of its desire to enter into collective bargaining for a

successor collective bargaining agreement, the terms and conditions of the prior collective bargaining agreement shall remain in effect until the earlier of:

(i) The parties reaching a new agreement; or

(ii) 180 days after the date on which the party or parties reject the arbitrator's recommendations.

(14) If the parties fail to reach a new agreement within the 180-day time period under paragraph (13)(ii) of this subsection, the terms and conditions of the prior collective bargaining agreement shall cease to be effective.

(15) This subsection does not authorize a sworn law enforcement officer or a court security officer to engage in a strike as defined in § 3-303 of the State Personnel and Pensions Article.

(16) This subsection may not be construed as subjecting disciplinary matters or the disciplinary process to negotiation as part of the collective bargaining process.”.