

SENATE BILL 428

D2

3lr2568
CF HB 637

By: **Washington County Senators**

Introduced and read first time: February 2, 2023

Assigned to: Judicial Proceedings

Committee Report: Favorable

Senate action: Adopted

Read second time: March 6, 2023

CHAPTER _____

1 AN ACT concerning

2 **Washington County – Deputy Sheriffs and Correctional Deputies – Employment**
3 **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
8 below and correctional deputies at the rank of sergeant and below to engage in
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:

20 **Article – Courts and Judicial Proceedings**

21 2–335.

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.



(a) **IN THIS SECTION, “BENEFITS” MEANS:**

(1) HEALTH, DENTAL, AND VISION INSURANCE;

(2) PENSION BENEFITS;

(3) DISABILITY INSURANCE; AND

(4) LIFE INSURANCE.

(B) This section applies only in Washington County.

[(b)] (C) The Sheriff of Washington County shall receive an annual salary of the greater of:

(1) \$100,000; or

(2) The salary set by the County Commissioners of Washington County under Title 28, Subtitle 2 of the Local Government Article.

[(c)] (D) The Sheriff shall appoint a chief deputy at a salary level set by the County Commissioners.

[(d)] (E) **(1) IN THIS SUBSECTION, “POLICE MISCONDUCT” MEANS A PATTERN, A PRACTICE, OR CONDUCT BY A DEPUTY SHERIFF THAT INCLUDES:**

(I) DEPRIVING A PERSON OF RIGHTS PROTECTED BY THE CONSTITUTION OR LAWS OF THE STATE OR THE UNITED STATES;

(II) A VIOLATION OF A CRIMINAL STATUTE; OR

(III) A VIOLATION OF AGENCY STANDARDS AND POLICIES OF THE WASHINGTON COUNTY SHERIFF’S OFFICE.

(2) The Sheriff may appoint deputy sheriffs and other personnel necessary to perform the duties of office at salary levels set by the County Commissioners in accordance with the county’s budgetary process.

[(2)] (3) **(i)** Any deputy sheriff appointed according to this subsection:

1. Shall be placed on a probationary status for the first 2 years of the deputy sheriff’s employment; and

1 2. ~~May~~ **EXCEPT AS OTHERWISE PROVIDED BY LAW,**
2 **MAY** be dismissed by the Sheriff for any reason during that probationary period.

3 (ii) At the conclusion of continuous employment for 2 years, a deputy
4 sheriff having the rank of major or below:

5 1. Has tenure; and

6 2. May be discharged by the Sheriff only for ~~misfeasance,~~
7 ~~malfeasance, nonfeasance, or insubordination in office~~ **POLICE MISCONDUCT.**

8 ~~[(3)]~~ **(4)** If the Sheriff approves after considering personnel needs, the
9 County Commissioners may authorize a deputy sheriff to perform off-duty services for any
10 person who agrees to pay a fee, including hourly rates for off-duty service, any necessary
11 insurance to be determined by the County Commissioners, any fringe benefits, and the
12 reasonable rental cost of uniforms or other equipment used by any off-duty personnel.

13 ~~[(e)]~~ **(F)** (1) The Sheriff may appoint special deputy sheriffs, including
14 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 (ii) Verified by the chief of police of the municipality as having
17 achieved at least the minimum level of training for police duties in a municipality as
18 designated by the Maryland Police Training and Standards Commission.

19 (2) The appointment of special deputy sheriffs is subject to the following
20 conditions:

21 (i) The Sheriff shall assign the special deputy sheriff who is a
22 member of the police force to duties in the municipality where the special deputy sheriff is
23 a member of the police force or to duties in other areas of the county, including:

24 1. Performing a vehicle traffic stop resulting from the special
25 deputy sheriff's observation that the operation of the vehicle endangered human life;

26 2. Stabilizing a traffic situation that is endangering human
27 life;

28 3. Stabilizing an emergency situation that involves the
29 potential for loss of human life, bodily injury, or damage to property;

30 4. Responding as an initial responder or an emergency
31 responder after being dispatched by the Washington County Emergency Communications
32 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 5. Responding 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

10 7. Serving on a special response team that has been activated
11 for a response outside the special deputy sheriff's jurisdiction;

12 (ii) The Sheriff may terminate the appointment of the special deputy
13 sheriff for cause or on completion of the assignment for which the special deputy sheriff
14 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**
25 **SHERIFFS IN THE WASHINGTON COUNTY SHERIFF'S OFFICE AT THE RANK OF**
26 **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
24 NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO
25 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

2. THE PETITION IS SUBMITTED TO THE SHERIFF.

(II) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE.

(III) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO APPOINT A THIRD-PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE EXCLUSIVE REPRESENTATIVE BY A 51% VOTE OF THE CORRECTIONAL DEPUTIES WITH THE RANK OF SERGEANT AND BELOW.

(IV) THE COSTS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND THE THIRD-PARTY NEUTRAL SHALL BE SHARED EQUALLY BY THE PARTIES.

(5) (I) FOLLOWING CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, THE PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH.

(II) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE SHERIFF'S OFFICE OF MATTERS AGREED ON IN ITS BUDGET REQUEST.

(III) THE SHERIFF AND THE COUNTY ADMINISTRATOR MAY NOT BE REQUIRED TO ENGAGE IN COLLECTIVE BARGAINING NEGOTIATIONS WITH THE EXCLUSIVE REPRESENTATIVE AFTER THE TIME THAT THE COUNTY COMMISSIONERS APPROVE THE ANNUAL OPERATING BUDGET WITH REGARD TO CONDITIONS OF EMPLOYMENT REQUIRING THE APPROPRIATION OF FUNDS IN THE ANNUAL OPERATING BUDGET.

(6) (I) A COLLECTIVE BARGAINING AGREEMENT SHALL CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.

(II) THE AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE PROVIDING FOR NONBINDING ARBITRATION OF GRIEVANCES.

1 (III) AN AGREEMENT REACHED IN ACCORDANCE WITH THIS
2 PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED
3 REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE BARGAINING
4 NEGOTIATIONS.

5 (IV) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN
6 AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES
7 CAST BY THE CORRECTIONAL DEPUTIES IN THE BARGAINING UNIT, THE SHERIFF,
8 AND THE COUNTY COMMISSIONERS.

9 (V) ADDITIONAL FUNDING, IF ANY, REQUIRED AS A RESULT OF
10 THE AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE COUNTY
11 COMMISSIONERS.

12 (VI) THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND THE
13 COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE BUT NOT MORE
14 THAN FOUR INDIVIDUALS FOR REPRESENTATION IN COLLECTIVE BARGAINING
15 NEGOTIATIONS.

16 (VII) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS
17 THAN 1 YEAR OR MORE THAN 4 YEARS.

18 (7) THIS SUBSECTION MAY NOT BE CONSTRUED AS AUTHORIZING OR
19 OTHERWISE ALLOWING A CORRECTIONAL DEPUTY TO ENGAGE IN A STRIKE AS
20 DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

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

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.