

SENATE BILL 428

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3lr2568
CF 3lr2378

By: **Washington County Senators**

Introduced and read first time: February 2, 2023

Assigned to: Judicial Proceedings

A BILL ENTITLED

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.

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

23 **(1) HEALTH, DENTAL, AND VISION INSURANCE;**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(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

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

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

1 1. Has tenure; and

2 2. May be discharged by the Sheriff only for [misfeasance,
3 malfeasance, nonfeasance, or insubordination in office] **POLICE MISCONDUCT**.

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

9 [(e)] (F) (1) The Sheriff may appoint special deputy sheriffs, including
10 members of the police force of a Washington County municipality who are:

11 (i) Selected by the chief of police of the municipality; and

12 (ii) Verified by the chief of police of the municipality as having
13 achieved at least the minimum level of training for police duties in a municipality as
14 designated by the Maryland Police Training and Standards Commission.

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

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

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

22 2. Stabilizing a traffic situation that is endangering human
23 life;

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

26 4. Responding as an initial responder or an emergency
27 responder after being dispatched by the Washington County Emergency Communications
28 Center to a location outside the special deputy sheriff's jurisdiction but which the
29 Emergency Communications Center believed was in the special deputy sheriff's
30 jurisdiction;

31 5. Responding to an emergency under a Mutual Aid and
32 Assistance Agreement to which a municipality and the Sheriff's Office are parties and
33 which is in effect at the time of the response or under a mutual aid agreement under §
34 2-105 of the Criminal Procedure Article if the special deputy sheriff is in compliance with
35 the agreement;

6. Serving on a task force that is jointly operated by a municipal police department and the Sheriff's Office; or

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

(ii) The Sheriff may terminate the appointment of the special deputy sheriff for cause or on completion of the assignment for which the special deputy sheriff was appointed;

(iii) The special deputy sheriff is not an employee of the county **OR THE STATE** for the purpose of employment security or employee benefits; and

(iv) County liability insurance may be provided to a special deputy sheriff.

(3) Except as provided in paragraph (2)(i) of this subsection, designation as a special deputy sheriff does not authorize the special deputy sheriff to perform law enforcement duties outside the special deputy sheriff's jurisdiction.

(4) A special deputy sheriff is under the authority of the Sheriff while the special deputy sheriff is performing duties as a special deputy sheriff.

(G) (1) THIS SUBSECTION APPLIES TO ALL FULL-TIME SWORN DEPUTY SHERIFFS IN THE WASHINGTON COUNTY SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.

(2) FULL-TIME SWORN DEPUTY SHERIFFS AT THE RANK OF SERGEANT AND BELOW MAY:

(I) TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION OR ITS LAWFUL ACTIVITIES;

(II) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE;

(III) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF AND THE COUNTY ADMINISTRATOR CONCERNING WAGES AND BENEFITS THROUGH A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;

(IV) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE REPRESENTATIVE, COVERING THOSE WAGES AND BENEFITS; AND

1 (v) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE
2 REPRESENTATIVE.

3 (3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A
4 NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO
5 APPROVAL BY THE COUNTY COMMISSIONERS.

6 (4) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS AN
7 EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:

8 (i) 1. A PETITION FOR THE LABOR ORGANIZATION TO BE
9 RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE SWORN DEPUTY
10 SHERIFFS AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO BE
11 EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF
12 COLLECTIVE BARGAINING; AND

13 2. THE PETITION IS SUBMITTED TO THE SHERIFF.

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

18 (iii) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE
19 PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO
20 APPOINT A THIRD-PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND
21 TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE
22 EXCLUSIVE REPRESENTATIVE BY A 51% VOTE OF THE SWORN DEPUTY SHERIFFS
23 WITH THE RANK OF SERGEANT AND BELOW.

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

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

31 (ii) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO
32 CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE
33 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.

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

(IV) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES CAST BY THE SWORN DEPUTY SHERIFFS IN THE BARGAINING UNIT, THE SHERIFF, AND THE COUNTY COMMISSIONERS.

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

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

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

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

(H) (1) THIS SUBSECTION APPLIES TO ALL FULL-TIME CORRECTIONAL DEPUTIES IN THE SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.

1 **(2) FULL-TIME CORRECTIONAL DEPUTIES AT THE RANK OF**
2 **SERGEANT AND BELOW MAY:**

3 **(I) TAKE PART IN OR REFRAIN FROM TAKING PART IN**
4 **FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION**
5 **OR ITS LAWFUL ACTIVITIES;**

6 **(II) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE**
7 **REPRESENTATIVE;**

8 **(III) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF**
9 **AND THE COUNTY ADMINISTRATOR CONCERNING WAGES AND BENEFITS THROUGH**
10 **A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;**

11 **(IV) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER**
12 **INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE**
13 **REPRESENTATIVE, COVERING THOSE WAGES AND BENEFITS; AND**

14 **(V) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE**
15 **REPRESENTATIVE.**

16 **(3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A**
17 **NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO**
18 **APPROVAL BY THE COUNTY COMMISSIONERS.**

19 **(4) (I) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS**
20 **AN EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:**

21 **1. A PETITION FOR THE LABOR ORGANIZATION TO BE**
22 **RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE CORRECTIONAL**
23 **DEPUTIES AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO**
24 **BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF**
25 **COLLECTIVE BARGAINING; AND**

26 **2. THE PETITION IS SUBMITTED TO THE SHERIFF.**

27 **(II) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF**
28 **THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE**
29 **PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE**
30 **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.

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

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

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

4 (VI) THE EXCLUSIVE REPRESENTATIVE, THE SHERIFF, AND THE
5 COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE BUT NOT MORE
6 THAN FOUR INDIVIDUALS FOR REPRESENTATION IN COLLECTIVE BARGAINING
7 NEGOTIATIONS.

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

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

13 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
14 1, 2023.