

HOUSE BILL 1431

D2

7lr1077

By: ~~Delegates Lisanti and Impallaria~~ Harford County Delegation

Introduced and read first time: February 10, 2017

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 14, 2017

CHAPTER _____

1 AN ACT concerning

2 **Harford County Sheriff – Deputy Sheriffs and Correctional Officers – Collective**
3 **Bargaining**

4 FOR the purpose of authorizing the representatives of certain deputy sheriffs and certain
5 correctional officers in the Office of the Sheriff of Harford County to bargain
6 collectively with the Harford County Sheriff and the Harford County Executive on
7 certain issues; authorizing certain deputy sheriffs and certain correctional officers to
8 take certain actions in connection with certain labor organizations with regard to
9 certain collective bargaining activities; providing for the procedures for certifying a
10 labor organization as a certified labor organization for certain collective bargaining
11 negotiations; requiring the certified labor organization, the Sheriff, and the County
12 Executive to follow certain procedures for collective bargaining; providing for a
13 certain method to resolve a dispute if the certified labor organization and the Sheriff
14 are unable to negotiate a certain agreement; providing that any additional funding
15 required as a result of a certain agreement is subject to approval by the County
16 Executive and County Council; providing a certain method for requesting certain
17 additional funding; requiring a collective bargaining agreement to contain certain
18 matters; prohibiting a collective bargaining agreement that impairs certain rights
19 and responsibilities of the Sheriff; providing for the construction of this Act; and
20 generally relating to the salaries and collective bargaining rights of sworn law
21 enforcement officers and correctional officers of the Harford County Sheriff's Office.

22 BY adding to
23 Article – Courts and Judicial Proceedings
24 Section 2–309(n)(9) and (10)

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.



Annotated Code of Maryland
(2013 Replacement Volume and 2016 Supplement)

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

Article – Courts and Judicial Proceedings

2–309.

(n) **(9) (I) THIS PARAGRAPH APPLIES ONLY TO FULL–TIME DEPUTY
SHERIFFS IN THE OFFICE OF THE SHERIFF OF HARFORD COUNTY AT THE RANK OF
CAPTAIN AND BELOW.**

(II) A DEPUTY SHERIFF MAY:

**1. TAKE PART IN OR REFRAIN FROM TAKING PART IN
FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION
OR ITS LAWFUL ACTIVITIES;**

**2. SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE
REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH;**

**3. ENGAGE IN COLLECTIVE BARGAINING WITH THE
SHERIFF OF HARFORD COUNTY, OR THE DESIGNEE OF THE SHERIFF, AND THE
HARFORD COUNTY EXECUTIVE, OR THE DESIGNEE OF THE COUNTY EXECUTIVE,
CONCERNING WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS, EXCEPT
THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF UNDER
SUBPARAGRAPH (V)4A OF THIS PARAGRAPH, THROUGH A LABOR ORGANIZATION
CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS
SUBJECT TO THIS PARAGRAPH;**

**4. SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH, ENTER
INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE
REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH,
COVERING THE WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF
EMPLOYMENT OF THE DEPUTY SHERIFFS SUBJECT TO THIS PARAGRAPH, EXCEPT
THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF IN
SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND**

**5. DECERTIFY A LABOR ORGANIZATION AS THE
EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS SUBJECT TO THIS
PARAGRAPH.**

1 (III) 1. A LABOR ORGANIZATION SEEKING CERTIFICATION AS
2 AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION TO THE SHERIFF AND
3 THE COUNTY EXECUTIVE THAT IS SIGNED BY AT LEAST 30% OF THE DEPUTY
4 SHERIFFS INDICATING THE DESIRE OF THE DEPUTY SHERIFFS SUBJECT TO THIS
5 PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY THE LABOR ORGANIZATION FOR
6 THE PURPOSE OF COLLECTIVE BARGAINING.

7 2. IF NEITHER THE SHERIFF NOR THE COUNTY
8 EXECUTIVE CHALLENGES THE VALIDITY OF THE PETITION WITHIN 30 CALENDAR
9 DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE PETITION SHALL BE
10 SUBMITTED TO THE COMMISSIONER OF LABOR AND INDUSTRY TO BE APPROVED BY
11 A CONSENT ELECTION UNDER TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND
12 EMPLOYMENT ARTICLE.

13 3. IF EITHER THE SHERIFF OR THE COUNTY EXECUTIVE
14 CHALLENGES THE VALIDITY OF THE PETITION, A PARTY MAY SUBMIT A REQUEST TO
15 THE COMMISSIONER OF LABOR AND INDUSTRY TO DETERMINE THE VALIDITY OF
16 THE PETITION AND WHETHER TO CONDUCT A CONSENT ELECTION UNDER TITLE 4,
17 SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.

18 4. THE COSTS ASSOCIATED WITH A DETERMINATION BY
19 THE COMMISSIONER OF LABOR AND INDUSTRY UNDER SUBSUBPARAGRAPH 3 OF
20 THIS SUBPARAGRAPH SHALL BE SHARED EQUALLY BY THE PARTIES.

21 5. A LABOR ORGANIZATION SHALL BE DEEMED
22 DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY
23 EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE DEPUTY SHERIFFS
24 INDICATING THE DESIRE OF THE DEPUTY SHERIFFS TO DECERTIFY THE LABOR
25 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE DEPUTY SHERIFFS
26 SUBJECT TO THIS PARAGRAPH.

27 (IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE
28 REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH, THE
29 CERTIFIED LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY EXECUTIVE
30 SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN
31 GOOD FAITH ON OR BEFORE NOVEMBER 1 OF THE YEAR IMMEDIATELY PRECEDING
32 THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT.

33 2. THE CERTIFIED LABOR ORGANIZATION, THE
34 SHERIFF, AND THE COUNTY EXECUTIVE SHALL MAKE EVERY REASONABLE EFFORT
35 TO CONCLUDE NEGOTIATIONS ON OR BEFORE JANUARY 15 OF THE YEAR IN WHICH
36 A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO ALLOW FOR
37 INCLUSION BY THE SHERIFF OF MATTERS AGREED ON IN ITS BUDGET REQUEST TO
38 THE COUNTY EXECUTIVE.

1 3. A. IF THE CERTIFIED LABOR ORGANIZATION, THE
2 SHERIFF, AND THE COUNTY EXECUTIVE ARE UNABLE TO REACH AN AGREEMENT
3 BEFORE FEBRUARY 5 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
4 AGREEMENT IS TO TAKE EFFECT, AN IMPASSE SHALL BE DEEMED TO HAVE BEEN
5 REACHED, EACH SIDE SHALL SUBMIT THEIR BEST AND FINAL OFFERS WITHIN 24
6 HOURS, AND WITHIN 5 DAYS AFTER AN IMPASSE IS REACHED THE DISPUTE, ALONG
7 WITH EACH SIDE'S BEST AND FINAL OFFER, SHALL BE SUBMITTED TO THE FEDERAL
8 MEDIATION AND CONCILIATION SERVICE.

9 B. THE MEDIATOR APPOINTED BY THE FEDERAL
10 MEDIATION AND CONCILIATION SERVICE SHALL MEET WITH THE PARTIES AND
11 MAKE WRITTEN FINDINGS OF FACT AND RECOMMENDATIONS FOR THE RESOLUTION
12 OF THE DISPUTE BY MARCH 1.

13 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR
14 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.

15 D. COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
16 RECOMMENDATIONS SHALL BE SENT TO THE SHERIFF, THE COUNTY EXECUTIVE,
17 AND THE CERTIFIED LABOR ORGANIZATION.

18 E. THE SHERIFF, THE COUNTY EXECUTIVE, AND THE
19 CERTIFIED LABOR ORGANIZATION SHALL MEET WITHIN 5 DAYS AFTER THE
20 CONCLUSION OF THE MEDIATION TO REACH A VOLUNTARY RESOLUTION OF THE
21 DISPUTE.

22 F. IF NO RESOLUTION IS REACHED UNDER
23 SUBSUBSUBPARAGRAPH E OF THIS SUBSUBPARAGRAPH, THE SHERIFF SHALL
24 SUBMIT TO THE COUNTY EXECUTIVE THE BEST AND FINAL OFFER OF EACH SIDE AND
25 THE MEDIATOR'S FINDINGS AND RECOMMENDATIONS AND THE COUNTY EXECUTIVE
26 SHALL REVIEW ALL THE MATERIALS BEFORE MAKING A BUDGET SUBMISSION FOR
27 THE SHERIFF'S OFFICE TO THE COUNTY COUNCIL.

28 4. A. ANY ADDITIONAL FUNDING REQUIRED AS A
29 RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT IS SUBJECT TO
30 APPROVAL BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

31 B. A REQUEST FOR ADDITIONAL FUNDING SHALL BE
32 SUBMITTED TO THE COUNTY EXECUTIVE BY THE SHERIFF WITHIN THE TIME
33 SCHEDULE PROVIDED IN THE AGREEMENT.

1 **C. THE COUNTY EXECUTIVE AND COUNTY COUNCIL**
2 **MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING IN WHOLE OR IN**
3 **PART.**

4 **D. IF ANY PART OF A REQUEST FOR ADDITIONAL**
5 **FUNDING IS REJECTED, THE ENTIRE AGREEMENT SHALL BE RETURNED TO THE**
6 **PARTIES FOR FURTHER BARGAINING, DURING WHICH EITHER PARTY MAY**
7 **RENEGOTIATE ALL OR PART OF THE AGREEMENT WITHIN THE LIMITS OF THE**
8 **FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL AND**
9 **WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.**

10 **(v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL**
11 **CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING**
12 **PROCESS.**

13 **2. A COLLECTIVE BARGAINING AGREEMENT MAY**
14 **CONTAIN A GRIEVANCE PROCEDURE THAT SHALL APPLY ONLY TO QUESTIONS**
15 **CONCERNING THE INTERPRETATION OR APPLICATION OF A SPECIFIC PROVISION OF**
16 **THE AGREEMENT.**

17 **3. A COLLECTIVE BARGAINING AGREEMENT REACHED**
18 **IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE**
19 **CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE**
20 **BARGAINING NEGOTIATIONS.**

21 **4. AN AGREEMENT MADE UNDER THIS SUBPARAGRAPH**
22 **MAY NOT IMPAIR THE RIGHT AND THE RESPONSIBILITY OF THE SHERIFF TO:**

23 **A. MAINTAIN THE ORDER AND EFFICIENCY OF THE**
24 **PUBLIC SERVICE ENTRUSTED TO THE SHERIFF AND TO OPERATE AND MANAGE THE**
25 **AFFAIRS OF THE OFFICE, INCLUDING ALL RIGHTS AND AUTHORITY HELD BY THE**
26 **SHERIFF PRIOR TO SIGNING A COLLECTIVE BARGAINING AGREEMENT EXCEPT**
27 **WHERE ABRIDGED BY AN EXPRESS PROVISION OF THE AGREEMENT;**

28 **B. DETERMINE THE PURPOSES AND OBJECTIVES OF**
29 **EACH OF THE SHERIFF'S CONSTITUENT OFFICES AND DEPARTMENTS;**

30 **C. SET THE STANDARDS OF SERVICES TO BE OFFERED**
31 **TO THE PUBLIC;**

32 **D. DETERMINE AND SET WORK PROJECTS, TOURS OF**
33 **DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, PERSONNEL, AND OTHER**
34 **RESOURCES BY WHICH OPERATIONS ARE CONDUCTED;**

**E. DETERMINE AND SET TECHNOLOGY NEEDS,
INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF FACILITIES;**

**F. EXERCISE CONTROL AND DISCRETION OVER THE
SHERIFF'S OFFICE AND OPERATIONS;**

**G. HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN
DEPUTY SHERIFFS IN POSITIONS WITHIN THE OFFICE;**

H. ESTABLISH WORK RULES;

**I. DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY
OTHER APPROPRIATE DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE
AND IN ACCORDANCE WITH THE COUNTY CHARTER AND OTHER APPLICABLE LAW;**

**J. DETERMINE THE MISSION, BUDGET, ORGANIZATION,
NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF DEPUTY SHERIFFS ASSIGNED,
THE SERVICES TO BE RENDERED, OPERATIONS TO BE PERFORMED, AND THE
TECHNOLOGY TO BE USED;**

**K. SET THE STANDARDS OF SERVICE AND EXERCISE
CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK
SHIFTS AND THE NUMBER OF DEPUTY SHERIFFS ON EACH SHIFT;**

**L. DETERMINE AND SET THE QUALIFICATIONS OF
DEPUTY SHERIFFS FOR APPOINTMENT AND PROMOTIONS;**

**M. SET THE STANDARDS OF PERFORMANCE,
APPEARANCE, AND CONDUCT;**

N. JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS;

**O. CREATE, ELIMINATE, OR CONSOLIDATE JOB
CLASSIFICATIONS, DEPARTMENTS, OR OPERATIONS; AND**

**P. CONTROL AND REGULATE THE USE OF ALL
EQUIPMENT AND OTHER PROPERTY OF THE COUNTY.**

**5. A COLLECTIVE BARGAINING AGREEMENT IS NOT
EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE DEPUTY
SHERIFFS IN THE BARGAINING UNIT AND APPROVED BY THE SHERIFF.**

(VI) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:

1 1. **AUTHORIZE OR OTHERWISE ALLOW A DEPUTY**
2 **SHERIFF TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL**
3 **AND PENSIONS ARTICLE; AND**

4 2. **RESTRICT IN ANY WAY THE AUTHORITY OF THE**
5 **COUNTY EXECUTIVE OR COUNTY COUNCIL TO DETERMINE THE BUDGET FOR THE**
6 **SHERIFF'S OFFICE.**

7 (10) (I) **THIS PARAGRAPH APPLIES ONLY TO FULL-TIME**
8 **CORRECTIONAL OFFICERS IN THE OFFICE OF THE SHERIFF OF HARFORD COUNTY**
9 **AT THE RANK OF CAPTAIN AND BELOW.**

10 (II) **A CORRECTIONAL OFFICER MAY:**

11 1. **TAKE PART IN OR REFRAIN FROM TAKING PART IN**
12 **FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION**
13 **OR ITS LAWFUL ACTIVITIES;**

14 2. **SELECT A LABOR ORGANIZATION AS THE EXCLUSIVE**
15 **REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
16 **PARAGRAPH;**

17 3. **ENGAGE IN COLLECTIVE BARGAINING WITH THE**
18 **SHERIFF OF HARFORD COUNTY, OR THE DESIGNEE OF THE SHERIFF, AND THE**
19 **HARFORD COUNTY EXECUTIVE, OR THE DESIGNEE OF THE COUNTY EXECUTIVE,**
20 **CONCERNING WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS, EXCEPT**
21 **THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY THE SHERIFF UNDER**
22 **SUBPARAGRAPH (V)4A OF THIS PARAGRAPH, THROUGH A LABOR ORGANIZATION**
23 **CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL OFFICERS**
24 **SUBJECT TO THIS PARAGRAPH;**

25 4. **SUBJECT TO ITEM 2 OF THIS SUBPARAGRAPH, ENTER**
26 **INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THE EXCLUSIVE**
27 **REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
28 **PARAGRAPH, COVERING THE WAGES, BENEFITS, AND OTHER TERMS AND**
29 **CONDITIONS OF EMPLOYMENT OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
30 **PARAGRAPH, EXCEPT THOSE TERMS AND CONDITIONS EXPRESSLY RESERVED BY**
31 **THE SHERIFF IN SUBPARAGRAPH (V)4 OF THIS PARAGRAPH; AND**

32 5. **DECERTIFY A LABOR ORGANIZATION AS THE**
33 **EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS**
34 **PARAGRAPH.**

(III) 1. A LABOR ORGANIZATION SEEKING CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE MUST SUBMIT A PETITION TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED BY AT LEAST 30% OF THE CORRECTIONAL OFFICERS INDICATING THE DESIRE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS PARAGRAPH TO BE REPRESENTED EXCLUSIVELY BY THE LABOR ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

2. IF NEITHER THE SHERIFF NOR THE COUNTY EXECUTIVE CHALLENGES THE VALIDITY OF THE PETITION WITHIN 30 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE PETITION SHALL BE SUBMITTED TO THE COMMISSIONER OF LABOR AND INDUSTRY TO BE APPROVED BY A CONSENT ELECTION UNDER TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.

3. IF EITHER THE SHERIFF OR THE COUNTY EXECUTIVE CHALLENGES THE VALIDITY OF THE PETITION, A PARTY MAY SUBMIT A REQUEST TO THE COMMISSIONER OF LABOR AND INDUSTRY TO DETERMINE THE VALIDITY OF THE PETITION AND WHETHER TO CONDUCT A CONSENT ELECTION UNDER TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.

4. THE COSTS ASSOCIATED WITH A DETERMINATION BY THE COMMISSIONER OF LABOR AND INDUSTRY UNDER SUBSUBPARAGRAPH 3 OF THIS SUBPARAGRAPH SHALL BE SHARED EQUALLY BY THE PARTIES.

5. A LABOR ORGANIZATION SHALL BE DEEMED DECERTIFIED IF A PETITION IS SUBMITTED TO THE SHERIFF AND THE COUNTY EXECUTIVE THAT IS SIGNED BY MORE THAN 50% OF THE CORRECTIONAL OFFICERS INDICATING THE DESIRE OF THE CORRECTIONAL OFFICERS TO DECERTIFY THE LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE CORRECTIONAL OFFICERS SUBJECT TO THIS PARAGRAPH.

(IV) 1. FOLLOWING CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE AS PROVIDED IN SUBPARAGRAPH (III) OF THIS PARAGRAPH, THE CERTIFIED LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY EXECUTIVE SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH ON OR BEFORE NOVEMBER 1 OF THE YEAR IMMEDIATELY PRECEDING THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT.

2. THE CERTIFIED LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY EXECUTIVE SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS ON OR BEFORE JANUARY 15 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT IS TO TAKE EFFECT TO ALLOW FOR INCLUSION BY THE SHERIFF OF MATTERS AGREED ON IN ITS BUDGET REQUEST TO THE COUNTY EXECUTIVE.

1 3. A. IF THE CERTIFIED LABOR ORGANIZATION, THE
2 SHERIFF, AND THE COUNTY EXECUTIVE ARE UNABLE TO REACH AN AGREEMENT
3 BEFORE FEBRUARY 5 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
4 AGREEMENT IS TO TAKE EFFECT, AN IMPASSE SHALL BE DEEMED TO HAVE BEEN
5 REACHED, EACH SIDE SHALL SUBMIT THEIR BEST AND FINAL OFFERS WITHIN 24
6 HOURS, AND WITHIN 5 DAYS AFTER AN IMPASSE IS REACHED THE DISPUTE, ALONG
7 WITH EACH SIDE'S BEST AND FINAL OFFER, SHALL BE SUBMITTED TO THE FEDERAL
8 MEDIATION AND CONCILIATION SERVICE.

9 B. THE MEDIATOR APPOINTED BY THE FEDERAL
10 MEDIATION AND CONCILIATION SERVICE SHALL MEET WITH THE PARTIES AND
11 MAKE WRITTEN FINDINGS OF FACT AND RECOMMENDATIONS FOR THE RESOLUTION
12 OF THE DISPUTE BY MARCH 1.

13 C. THE COSTS ASSOCIATED WITH THE MEDIATOR OR
14 MEDIATION PROCESS SHALL BE SHARED EQUALLY BY THE PARTIES.

15 D. COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
16 RECOMMENDATIONS SHALL BE SENT TO THE SHERIFF, THE COUNTY EXECUTIVE,
17 AND THE CERTIFIED LABOR ORGANIZATION.

18 E. THE SHERIFF, THE COUNTY EXECUTIVE, AND THE
19 CERTIFIED LABOR ORGANIZATION SHALL MEET WITHIN 5 DAYS AFTER THE
20 CONCLUSION OF THE MEDIATION TO REACH A VOLUNTARY RESOLUTION OF THE
21 DISPUTE.

22 F. IF NO RESOLUTION IS REACHED UNDER
23 SUBSUBSUBPARAGRAPH E OF THIS SUBSUBPARAGRAPH, THE SHERIFF SHALL
24 SUBMIT TO THE COUNTY EXECUTIVE THE BEST AND FINAL OFFER OF EACH SIDE AND
25 THE MEDIATOR'S FINDINGS AND RECOMMENDATIONS AND THE COUNTY EXECUTIVE
26 SHALL REVIEW ALL THE MATERIALS BEFORE MAKING A BUDGET SUBMISSION FOR
27 THE SHERIFF'S OFFICE TO THE COUNTY COUNCIL.

28 4. A. ANY ADDITIONAL FUNDING REQUIRED AS A
29 RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT IS SUBJECT TO
30 APPROVAL BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

31 B. A REQUEST FOR ADDITIONAL FUNDING SHALL BE
32 SUBMITTED TO THE COUNTY EXECUTIVE BY THE SHERIFF WITHIN THE TIME
33 SCHEDULE PROVIDED IN THE AGREEMENT.

1 **C. THE COUNTY EXECUTIVE AND COUNTY COUNCIL**
2 **MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING IN WHOLE OR IN**
3 **PART.**

4 **D. IF ANY PART OF A REQUEST FOR ADDITIONAL**
5 **FUNDING IS REJECTED, THE ENTIRE AGREEMENT SHALL BE RETURNED TO THE**
6 **PARTIES FOR FURTHER BARGAINING, DURING WHICH EITHER PARTY MAY**
7 **RENEGOTIATE ALL OR PART OF THE AGREEMENT WITHIN THE LIMITS OF THE**
8 **FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL AND**
9 **WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.**

10 **(v) 1. A COLLECTIVE BARGAINING AGREEMENT SHALL**
11 **CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING**
12 **PROCESS.**

13 **2. A COLLECTIVE BARGAINING AGREEMENT MAY**
14 **CONTAIN A GRIEVANCE PROCEDURE THAT SHALL APPLY ONLY TO QUESTIONS**
15 **CONCERNING THE INTERPRETATION OR APPLICATION OF A SPECIFIC PROVISION OF**
16 **THE AGREEMENT.**

17 **3. A COLLECTIVE BARGAINING AGREEMENT REACHED**
18 **IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE**
19 **CERTIFIED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE**
20 **BARGAINING NEGOTIATIONS.**

21 **4. AN AGREEMENT MADE UNDER THIS SUBPARAGRAPH**
22 **MAY NOT IMPAIR THE RIGHT AND THE RESPONSIBILITY OF THE SHERIFF TO:**

23 **A. MAINTAIN THE ORDER AND EFFICIENCY OF THE**
24 **PUBLIC SERVICE ENTRUSTED TO THE SHERIFF AND TO OPERATE AND MANAGE THE**
25 **AFFAIRS OF THE OFFICE, INCLUDING ALL RIGHTS AND AUTHORITY HELD BY THE**
26 **SHERIFF PRIOR TO SIGNING A COLLECTIVE BARGAINING AGREEMENT EXCEPT**
27 **WHERE ABRIDGED BY AN EXPRESS PROVISION OF THE AGREEMENT;**

28 **B. DETERMINE THE PURPOSES AND OBJECTIVES OF**
29 **EACH OF THE SHERIFF'S CONSTITUENT OFFICES AND DEPARTMENTS;**

30 **C. SET THE STANDARDS OF SERVICES TO BE OFFERED**
31 **TO THE PUBLIC;**

32 **D. DETERMINE AND SET WORK PROJECTS, TOURS OF**
33 **DUTY, SCHEDULES, ASSIGNMENTS, AND METHODS, MEANS, PERSONNEL, AND OTHER**
34 **RESOURCES BY WHICH OPERATIONS ARE CONDUCTED;**

1 **E. DETERMINE AND SET TECHNOLOGY NEEDS,**
2 **INTERNAL SECURITY PRACTICES, EQUIPMENT, AND THE LOCATION OF FACILITIES;**

3 **F. EXERCISE CONTROL AND DISCRETION OVER THE**
4 **SHERIFF'S OFFICE AND OPERATIONS;**

5 **G. HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN**
6 **CORRECTIONAL OFFICERS IN POSITIONS WITHIN THE OFFICE;**

7 **H. ESTABLISH WORK RULES;**

8 **I. DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY**
9 **OTHER APPROPRIATE DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE**
10 **AND IN ACCORDANCE WITH THE COUNTY CHARTER AND OTHER APPLICABLE LAW;**

11 **J. DETERMINE THE MISSION, BUDGET, ORGANIZATION,**
12 **NUMBERS, TYPES, CLASSES, GRADES, AND RANKS OF CORRECTIONAL OFFICERS**
13 **ASSIGNED, THE SERVICES TO BE RENDERED, OPERATIONS TO BE PERFORMED, AND**
14 **THE TECHNOLOGY TO BE USED;**

15 **K. SET THE STANDARDS OF SERVICE AND EXERCISE**
16 **CONTROL OVER OPERATIONS, INCLUDING THE RIGHTS TO DETERMINE WORK**
17 **SHIFTS AND THE NUMBER OF CORRECTIONAL OFFICERS ON EACH SHIFT;**

18 **L. DETERMINE AND SET THE QUALIFICATIONS OF**
19 **CORRECTIONAL OFFICERS FOR APPOINTMENT AND PROMOTIONS;**

20 **M. SET THE STANDARDS OF PERFORMANCE,**
21 **APPEARANCE, AND CONDUCT;**

22 **N. JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS;**

23 **O. CREATE, ELIMINATE, OR CONSOLIDATE JOB**
24 **CLASSIFICATIONS, DEPARTMENTS, OR OPERATIONS; AND**

25 **P. CONTROL AND REGULATE THE USE OF ALL**
26 **EQUIPMENT AND OTHER PROPERTY OF THE COUNTY.**

27 **5. A COLLECTIVE BARGAINING AGREEMENT IS NOT**
28 **EFFECTIVE UNTIL IT IS RATIFIED BY THE MAJORITY OF VOTES CAST BY THE**
29 **CORRECTIONAL OFFICERS IN THE BARGAINING UNIT AND APPROVED BY THE**
30 **SHERIFF.**

31 **(VI) NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO:**

1 **1. AUTHORIZE OR OTHERWISE ALLOW A CORRECTIONAL**
2 **OFFICER TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL**
3 **AND PENSIONS ARTICLE; AND**

4 **2. RESTRICT IN ANY WAY THE AUTHORITY OF THE**
5 **COUNTY EXECUTIVE OR COUNTY COUNCIL TO DETERMINE THE BUDGET FOR THE**
6 **SHERIFF'S OFFICE.**

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
8 1, 2017.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.