

Chapter 422

(House Bill 1182)

AN ACT concerning

Charles County Sheriff – Collective Bargaining – Binding Arbitration

FOR the purpose of authorizing a certain collective bargaining agreement in Charles County to contain a grievance procedure providing for binding arbitration of ~~certain grievances~~ the interpretation of contract terms and clauses; and generally relating to collective bargaining agreements for the Office of the Sheriff in Charles County.

BY repealing and reenacting, with amendments,
Article – Courts and Judicial Proceedings
Section 2–309(j)
Annotated Code of Maryland
(2006 Replacement Volume and 2011 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.

(j) (1) The salary for the Sheriff of Charles County is equal to the salary of a Department of State Police lieutenant colonel, at the highest available step for a lieutenant colonel under the Department of State Police pay plan in effect on the day prior to the day that the Sheriff begins a term of office.

(2) Any change in the salary paid under the Department of State Police pay plan during the term of Office of the Sheriff may not apply to the incumbent Sheriff, but the changed rate shall take effect at the beginning of the next following term of office.

(3) The Sheriff, in accordance with rules and regulations developed by the Board of County Commissioners and the Sheriff, shall appoint the number of deputy sheriffs that the Board of County Commissioners of Charles County and the Sheriff consider necessary.

(4) The books of the Sheriff shall be audited annually, and copies of the audit published by the County Commissioners in local newspapers.

(5) (i) This paragraph applies to all full-time, merit system sworn law enforcement officers and correctional officers in the Charles County Sheriff's Office at a rank of sergeant or below.

(ii) This paragraph does not apply to the following employees in the Charles County Sheriff's Office:

1. Sworn law enforcement officers or correctional officers in the Charles County Sheriff's Office at a rank of lieutenant or above;
2. Employees in appointed positions;
3. Civilian merit system employees;
4. Full-time reduced hours employees;
5. Part-time employees;
6. Contractual employees;
7. Temporary employees;
8. Emergency employees; or
9. Employees whose employment is administered under the county policies and procedures manual.

(iii) 1. A sworn law enforcement officer or correctional officer subject to this paragraph has the right to:

- A. Take part in or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities;
- B. Be represented by an exclusive representative, if any, in collective bargaining; and
- C. Engage in other concerted activities for the purpose of collective bargaining.

2. Sworn law enforcement officers and correctional officers subject to this paragraph may seek recognition in order to organize and bargain collectively in good faith with the Sheriff or the Sheriff's designee concerning the following matters:

A. Compensation, excluding salary, wages, and those benefits determined, offered, administered, controlled, or managed by the County Commissioners of Charles County;

B. Leave, holidays, and vacations; and

C. Hours, working conditions, and job security.

3. A sworn law enforcement officer or correctional 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.

4. A sworn law enforcement officer or correctional officer who is not a member of a bargaining unit with an exclusive representative may be required to pay a proportional service fee for costs associated with the administration and enforcement of any agreement that benefits the affected employees. An exclusive representative shall be selected in accordance with the procedures set forth in subparagraph (v) of this paragraph.

5. This paragraph does not require that sworn law enforcement officers and correctional officers be represented by the same exclusive representative.

(iv) The Sheriff and the Office of the Sheriff for Charles County, through their appropriate officers and employees, may:

1. Determine the:

A. Mission;

B. Budget;

C. Organization;

D. Numbers, types, and grades of employees assigned;

E. Work projects, tours of duty, and methods, means, and personnel by which its operations are conducted;

F. Technology needs;

G. Internal security practices; and

H. Relocation of its facilities;

2. Maintain and improve the efficiency and effectiveness of governmental operations;
3. Determine the services to be rendered, operations to be performed, and technology to be used;
4. Determine the overall methods, processes, means, and classes of work or personnel by which governmental operations are to be conducted;
5. Hire, direct, supervise, and assign employees;
6. A. Promote, demote, discipline, discharge, retain, and lay off employees; and
B. 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;
7. Set the qualifications of employees for appointment and promotions;
8. Set standards of conduct;
9. Adopt office rules, regulations, and procedures;
10. Provide a system of merit employment according to a standard of business efficiency; and
11. Take actions, not otherwise specified in this paragraph, to carry out the mission of the Office of the Sheriff of Charles County.

(v) 1. Except as provided in subparagraph 2 of this subparagraph, an exclusive representative may not be recognized by the Sheriff unless that representative is selected and certified by the Department of Labor, Licensing, and Regulation.

2. 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 51% of the sworn law enforcement officers indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

3. Any petition to be recognized that is submitted on behalf of the correctional officers shall be accompanied by a showing of interest supported by at least 51% of the correctional officers indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

(vi) 1. A. The Sheriff may designate at least one, but not more than three, individuals to represent the Sheriff in collective bargaining.

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

2. The parties shall meet at reasonable times and engage in collective bargaining in good faith.

3. Negotiations or matters relating to negotiations shall be considered closed sessions under § 10-508 of the State Government Article.

4. The parties shall make every reasonable effort to conclude negotiations in a timely manner for inclusion by the Sheriff and the Office of the Sheriff of Charles County in its budget request to the County Commissioners of Charles County.

5. Negotiations for an agreement shall begin on or before each July 1 of the year before the expiration of any existing agreement.

(vii) To the extent that any matters negotiated between the Sheriff 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 County Commissioners for the appropriation of funds.

(viii) An agreement is not valid if it extends for less than 1 year or for more than 2 years.

(ix) 1. An agreement shall contain all matters of agreement reached in the collective bargaining process.

2. AN AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE FOR BINDING ARBITRATION OF ~~GRIEVANCES IN REFERENCE TO A LABOR CONTRACT, INCLUDING GRIEVANCES RELATED TO INTERPRETATION OF BREACH OF CONTRACT~~ THE INTERPRETATION OF CONTRACT TERMS AND CLAUSES.

[2.] 3. An agreement reached in accordance with this paragraph shall be in writing and signed by the designated representatives of the Sheriff and the exclusive representative involved in the collective bargaining negotiations.

[3.] 4. An agreement is not effective until it is ratified by the Sheriff and a majority of the votes cast by the employees in the bargaining unit.

[4.] 5. A modification to an existing agreement is not valid unless it is in writing and ratified by the Sheriff and a majority of the votes cast by the employees in the bargaining unit.

(x) This paragraph does not authorize a sworn law enforcement officer or correctional officer to engage in a strike as defined in § 3–303 of the State Personnel and Pensions Article.

(xi) Nothing in this paragraph shall be construed as subjecting disciplinary matters or the disciplinary process to negotiation as part of the collective bargaining process.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2012.

Approved by the Governor, May 2, 2012.