

# HOUSE BILL 318

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HB 91/12 – ECM

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By: **Delegates W. Miller, Afzali, Aumann, Bates, Beitzel, Boteler, Dwyer, Eckardt, Fisher, Frank, George, Glass, Haddaway–Riccio, Hershey, Hogan, Hough, Impallaria, Kach, Kipke, Krebs, McComas, McConkey, McDermott, McDonough, McMillan, Myers, Norman, O’Donnell, Parrott, Ready, Schuh, Schulz, Serafini, Smigiel, Stocksdale, Szeliga, and Wood**

Introduced and read first time: January 24, 2013

Assigned to: Economic Matters

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## A BILL ENTITLED

1 AN ACT concerning

2 **Labor and Employment – Labor Organizations – Right to Work**

3 FOR the purpose of prohibiting certain employers from requiring, as a condition of  
4 employment or continued employment, an employee or prospective employee to  
5 join or remain a member of a labor organization, pay charges to a labor  
6 organization, or pay a certain amount to a third party under certain  
7 circumstances; prohibiting certain employers from threatening an employee or a  
8 prospective employee with certain action; specifying that certain agreements,  
9 understandings, or practices between employers and labor organizations are  
10 null and void and without legal effect; authorizing an employee or prospective  
11 employee to file an action in a certain circuit court for a certain violation of law;  
12 specifying that an employee or a prospective employee is entitled to injunctive  
13 relief and to recover certain damages and costs under certain circumstances;  
14 providing that a certain violation of law is a misdemeanor and is subject to  
15 certain penalties; requiring the Attorney General to take certain action to  
16 ensure effective enforcement of certain laws, investigate certain complaints, and  
17 try certain prosecutions; specifying that the Attorney General has certain  
18 powers and duties relating to criminal prosecutions under certain  
19 circumstances; specifying that certain provisions of law are unenforceable under  
20 certain circumstances; repealing a certain provision of law that prohibits a court  
21 from granting relief under certain circumstances; repealing certain provisions of  
22 law related to fees paid by employees to certain labor organizations; defining  
23 certain terms; providing for the application of this Act; and generally relating to  
24 the rights of individuals, employee organizations, and employers.

25 BY repealing and reenacting, without amendments,  
26 Article – Courts and Judicial Proceedings

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Section 2–309(j)(5)(i) and (ii)  
2 Annotated Code of Maryland  
3 (2006 Replacement Volume and 2012 Supplement)

4 BY repealing and reenacting, with amendments,  
5 Article – Courts and Judicial Proceedings  
6 Section 2–309(j)(5)(iii)  
7 Annotated Code of Maryland  
8 (2006 Replacement Volume and 2012 Supplement)

9 BY repealing and reenacting, with amendments,  
10 Article – Education  
11 Section 6–407, 6–504, and 16–414.1(e)(3) and (f)  
12 Annotated Code of Maryland  
13 (2008 Replacement Volume and 2012 Supplement)

14 BY repealing and reenacting, with amendments,  
15 Article – Family Law  
16 Section 5–595.3  
17 Annotated Code of Maryland  
18 (2012 Replacement Volume)

19 BY repealing and reenacting, with amendments,  
20 Article – Health – General  
21 Section 15–904(e)  
22 Annotated Code of Maryland  
23 (2009 Replacement Volume and 2012 Supplement)

24 BY repealing and reenacting, with amendments,  
25 Article – Labor and Employment  
26 Section 4–304  
27 Annotated Code of Maryland  
28 (2008 Replacement Volume and 2012 Supplement)

29 BY adding to  
30 Article – Labor and Employment  
31 Section 4–701 through 4–707 to be under the new subtitle “Subtitle 7. Right to  
32 Work”  
33 Annotated Code of Maryland  
34 (2008 Replacement Volume and 2012 Supplement)

35 BY repealing and reenacting, with amendments,  
36 Article – Land Use  
37 Section 16–309  
38 Annotated Code of Maryland  
39 (2012 Volume)

1 BY repealing  
 2 Article – Land Use  
 3 Section 16–316  
 4 Annotated Code of Maryland  
 5 (2012 Volume)

6 BY repealing and reenacting, with amendments,  
 7 Article – State Personnel and Pensions  
 8 Section 3–502  
 9 Annotated Code of Maryland  
 10 (2009 Replacement Volume and 2012 Supplement)

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

13 **Article – Courts and Judicial Proceedings**

14 2–309.

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

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

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

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

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

6 B. Be represented by an exclusive representative, if any,  
7 in collective bargaining; and

8 C. Engage in other concerted activities for the purpose of  
9 collective bargaining.

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

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

17 B. Leave, holidays, and vacations; and

18 C. Hours, working conditions, and job security.

19 3. A sworn law enforcement officer or correctional officer  
20 who is a member of a bargaining unit with an exclusive representative may discuss  
21 any matter with the employer without the intervention of the exclusive representative.

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

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

### 31 Article – Education

32 6–407.

33 (a) An employee organization designated as an exclusive representative shall  
34 be the negotiating agent of all public school employees in the unit in the county.

1 (b) (1) An employee organization designated as an exclusive  
2 representative shall represent all employees in the unit fairly and without  
3 discrimination, whether or not the employees are members of the employee  
4 organization.

5 (2) In addition, in Montgomery County the exclusive representative  
6 shall represent fairly and without discrimination all persons actually employed as  
7 substitute teachers without regard to whether they are included in § 6-401(e) of this  
8 subtitle as public school employees.

9 [(c) (1) In Montgomery County, Prince George's County, Baltimore  
10 County, Baltimore City, and Howard County, the public school employer may  
11 negotiate with the employee organization designated as the exclusive representative  
12 for the public school employees in a unit, a reasonable service or representation fee, to  
13 be charged nonmembers for representing them in negotiations, contract  
14 administration, including grievances, and other activities as are required under  
15 subsection (b) of this section.

16 (2) The service or representation fee may not exceed the annual dues  
17 of the members of the organization.

18 (3) An employee who is a substitute teacher and who works on a  
19 short-term day-to-day basis is not required to pay a service or representation fee.

20 (4) An employee whose religious beliefs are opposed to joining or  
21 financially supporting any collective bargaining organization is:

22 (i) Not required to pay a service or representation fee; and

23 (ii) Required to pay an amount of money as determined in  
24 paragraph (2) of this subsection to a nonreligious, nonunion charity or to such other  
25 charitable organization as may be mutually agreed upon by the employee and the  
26 exclusive representative, and who furnishes to the public school employer and the  
27 exclusive representative written proof of such payment.

28 (5) (i) In Baltimore County, the provisions of this subsection shall  
29 apply only to employees who are hired on or after July 1, 1997.

30 (ii) The provisions of this paragraph apply if an agency or  
31 representation fee is negotiated in Baltimore County.

32 (iii) 1. Subject to the provisions of subsubparagraph 2 of this  
33 subparagraph, the employee organization designated as the exclusive representative  
34 for the public school employees shall indemnify and hold harmless the Board of  
35 Education of Baltimore County against any and all claims, demands, suits, or any  
36 other forms of liability that may arise out of, or by reason of, action taken by the board

1 for the purpose of complying with any of the agency or representation fee provisions of  
2 the negotiated agreement.

3                   2.       The board shall retain without charge to the board the  
4 services of counsel that are designated by the exclusive representative with regard to  
5 any claim, demand, suit, or any other liability that may arise out of, or by reason of,  
6 action taken by the board for the purpose of complying with any of the agency or  
7 representation fee provisions of the negotiated agreement.

8                   (iv)     The employee organization designated as the exclusive  
9 representative shall submit to the board an annual audit from an external auditor  
10 that reflects the operational expenses of the employee organization and explains how  
11 the representation fee is calculated based on the audit.

12                   (v)     1.       The agency or representation fee shall be based only  
13 on the expenses incurred by the employee organization in its representation in  
14 negotiations, contract administration, including the handling of grievances, and other  
15 activities, as required under this section.

16                             2.       Any political activities of the employee organization  
17 designated as the exclusive representative may not be financed by the funds collected  
18 from the agency or representation fee.

19                   (6)     In Montgomery County, an employee who is a home or hospital  
20 teacher and who works on a short-term day-to-day basis is not required to pay a  
21 service or representation fee.

22                   (d)     (1)     In Allegany County, Calvert County, Charles County, Garrett  
23 County, and Washington County, the public school employer may negotiate with the  
24 employee organization designated as the exclusive representative for the public school  
25 employees in a unit, a reasonable service or representation fee, to be charged  
26 nonmembers for representing them in negotiation, contract administration, including  
27 grievances, and other activities specified under subsection (b) of this section.

28                             (2)     In Charles County, the provisions of this subsection shall apply  
29 only to employees who are hired on or after July 1, 2005.

30                   (e)     In Garrett County:

31                             (1)     A public school employee who is not a member of the employee  
32 organization designated as the exclusive representative for the public school  
33 employees in a unit at the time that a negotiated service or representation fee is  
34 initiated is exempt from the fee provided under subsection (d) of this section; and

35                             (2)     An individual who becomes a public school employee after the time  
36 that a negotiated service or representation fee is initiated and does not join the

1 employee organization designated as the exclusive representative is liable for the fee  
2 provided under subsection (d) of this section.

3 (f) In Anne Arundel County:

4 (1) The public school employer may negotiate with the employee  
5 organization designated as the exclusive representative for the public school  
6 employees in a unit, a reasonable service or representation fee to be charged  
7 nonmembers for representing them in negotiations, contract administration, including  
8 grievances, and other activities as are required under subsection (b) of this section.

9 (2) (i) Subject to the provisions of subparagraph (ii) of this  
10 paragraph, the employee organization designated as the exclusive representative for  
11 the public school employees shall indemnify and hold harmless the Anne Arundel  
12 County Board of Education against any and all claims, demands, suits, or any other  
13 forms of liability that may arise out of, or by reason of, action taken by the board for  
14 the purpose of complying with any of the agency or representation fee provisions of the  
15 negotiated agreement.

16 (ii) The board shall retain without charge to the board the  
17 services of counsel that are designated by the exclusive representative with regard to  
18 any claim, demand, suit, or any other liability that may arise out of, or by reason of,  
19 action taken by the board for the purpose of complying with any of the agency or  
20 representation fee provisions of the negotiated agreement.

21 (3) The employee organization designated as the exclusive  
22 representative shall submit to the Anne Arundel County Board of Education an  
23 annual audit from an external auditor that reflects the operational expenses of the  
24 employee organization and explains how the service or representation fee is calculated  
25 based on the audit.

26 (4) (i) The service or representation fee shall be based only on the  
27 expenses incurred by the employee organization in its representation in negotiations,  
28 contract administration, including grievances, and other activities under this section.

29 (ii) Political activities of the employee organization designated  
30 as the exclusive representative may not be financed with the funds collected from the  
31 service or representation fee.

32 (5) An employee whose religious beliefs are opposed to joining or  
33 financially supporting any collective bargaining organization is:

34 (i) Not required to pay a service or representation fee; and

35 (ii) Required to pay an amount of money as determined under  
36 paragraph (1) of this subsection to a nonreligious, nonunion charity or to another  
37 charitable organization that is mutually agreed upon by the employee and the

1 exclusive representative, and who furnishes to the public school employer and the  
2 exclusive representative written proof of the payment.

3 (6) Any negotiated agreement that includes a representation fee also  
4 shall contain a provision that requires that an amount of revenue equal to 25% of the  
5 annual representation fees collected and maintained by the local bargaining  
6 representative be designated for professional development for represented educators.

7 (7) This subsection shall apply only to employees who are hired on or  
8 after October 1, 2004.]

9 6-504.

10 [(a)] A public school employee may refuse to join or participate in the activities  
11 of employee organizations.

12 [(b) (1) In Montgomery County, Allegany County, Charles County, and  
13 Howard County, the county board, with respect to noncertificated employees, shall  
14 negotiate a structure of reasonable service fees to be charged nonmembers for  
15 representation in negotiations and grievance matters by employee organizations.

16 (2) In Charles County, the provisions of this subsection shall apply  
17 only to employees hired on or after July 1, 2005.

18 (c) In Prince George's County, the county board shall negotiate an  
19 organizational security provision, commonly known as "agency shop", with employee  
20 organizations.

21 (d) (1) In Anne Arundel County, Baltimore County, and Garrett County,  
22 the county board, with respect to noncertificated employees, may negotiate a structure  
23 of reasonable service fees to be charged nonmembers for representation in negotiations  
24 and grievance matters by employee organizations.

25 (2) In Anne Arundel County, if the county board negotiates a structure  
26 of fees as authorized under this subsection:

27 (i) Each party shall:

28 1. Confer in good faith, at all reasonable times; and

29 2. Reduce to writing the matters agreed on as a result of  
30 the negotiations; and

31 (ii) Neither party is required to agree to any proposal or to make  
32 any concession.



1           (3)   (i)    The provisions of this paragraph apply if an agency or  
2 representation fee is negotiated in Baltimore County.

3                           (ii)   1.    Subject to the provisions of subsubparagraph 2 of this  
4 subparagraph, the employee organization designated as the exclusive representative  
5 for the public school employees shall indemnify and hold harmless the Board of  
6 Education of Baltimore County against any and all claims, demands, suits, or any  
7 other forms of liability that may arise out of, or by reason of, action taken by the board  
8 for the purpose of complying with any of the agency or representation fee provisions of  
9 the negotiated agreement.

10                           2.    The board shall retain without charge to the board the  
11 services of counsel that are designated by the exclusive representative with regard to  
12 any claim, demand, suit, or any other liability that may arise out of, or by reason of,  
13 action taken by the board for the purpose of complying with any of the agency or  
14 representation fee provisions of the negotiated agreement.

15                           (iii)   The employee organization designated as the exclusive  
16 representative shall submit to the board an annual audit from an external auditor  
17 that reflects the operational expenses of the employee organization and explains how  
18 the representation fee is calculated based on the audit.

19                           (iv)   1.    The agency or representation fee shall be based only  
20 on the expenses incurred by the employee organization in its representation in  
21 negotiations, contract administration, including the handling of grievances, and other  
22 activities as required under § 6–509 of this subtitle; and

23                           2.    Any political activities of the employee organization  
24 designated as the exclusive representative may not be financed by the funds collected  
25 from the agency or representation fee.

26           (4)    In Garrett County, if a noncertificated employee was not a public  
27 school employee at the time that a service fee under paragraph (1) of this subsection  
28 was initiated, the noncertificated employee may not be charged a service fee.

29           (e)    In Baltimore City, the public school employer shall negotiate with the  
30 employee organization designated as the exclusive representative for the public school  
31 employees in a unit, a reasonable service or representation fee to be charged to  
32 nonmembers for representing them in negotiations in the same manner that any such  
33 fee was permitted under law and bargained for prior to January 1, 1997.]

34 16–414.1.

35           (e)   (3)   On behalf of the exclusive representative for payment to the  
36 exclusive representative, the public employer shall automatically deduct from the  
37 paycheck of each public employee in a bargaining unit represented by an employee  
38 organization certified as an exclusive representative for that bargaining unit[:

1 (i) Any] ANY union dues authorized and owed by the employee  
2 to the organization]; and

3 (ii) Any service fees authorized and owed by the employee to the  
4 organization].

5 (f) Collective bargaining shall include all matters relating to:

6 (1) Wages, hours, and other terms and conditions of employment; and

7 (2) The procedures for the employee organization to receive  
8 membership dues [and service fees] through payroll deduction.

9 **Article – Family Law**

10 5–595.3.

11 (a) The State Department of Education shall designate appropriate  
12 representatives to participate in collective bargaining with the provider organization  
13 certified as the exclusive representative of family child care providers.

14 (b) Except as otherwise provided in this Part XI of this subtitle, the parties  
15 shall adhere to the bargaining process set forth in § 3–501 of the State Personnel and  
16 Pensions Article.

17 (c) The State Department of Education shall negotiate in consultation with  
18 the Department of Budget and Management regarding all matters that require  
19 appropriation of State funds.

20 (d) Collective bargaining shall include all matters related to the terms and  
21 conditions of participation by family child care providers in the Maryland Child Care  
22 Subsidy Program, including:

23 (1) reimbursement rates;

24 (2) benefits;

25 (3) payment procedures;

26 (4) contract grievance procedures;

27 (5) training;

28 (6) member dues deductions; and

1 (7) other terms and conditions of participation by family child care  
2 providers in the Maryland Child Care Subsidy Program.

3 (e) [(1) (i) Subject to subparagraph (ii) of this paragraph, collective  
4 bargaining may include negotiations relating to the right of a provider organization  
5 that is the exclusive representative to receive service fees from nonmembers.

6 (ii) The representatives of the State may not reach an  
7 agreement containing a service fee provision unless the representatives of the State  
8 conclude that the agreement as a whole will not adversely impact nonmember  
9 providers.

10 (2) A family child care provider whose religious beliefs are opposed to  
11 joining or financially supporting any collective bargaining organization is:

12 (i) not required to pay a service fee; and

13 (ii) required to pay an amount of money as determined in  
14 collective bargaining negotiations, not to exceed any service fee negotiated under  
15 paragraph (1) of this subsection, to any charitable organization exempt from taxation  
16 under § 501(c)(3) of the Internal Revenue Code and to furnish to the State Department  
17 of Education and the exclusive representative written proof of the payment.

18 (f)] (1) Collective bargaining shall include negotiations that result in the  
19 establishment of a fund for the purpose of protecting family child care providers  
20 against extreme hardship or loss of livelihood resulting from late State payments.

21 (2) The exclusive representative shall pay for a portion of the fund.

22 (3) The fund:

23 (i) may not be a State fund; but

24 (ii) shall be established and administered in consultation with  
25 the State.

26 (4) All revenues, money, and assets of the fund belong solely to the  
27 fund and are held by the fund in trust for family child care providers.

28 (5) The State may not borrow, appropriate, or direct payments from  
29 the revenues, money, or assets of the fund for any purpose.

30 (6) The fund shall include funds sufficient to meet the reasonably  
31 foreseeable needs of the family child care providers.

32 [(g)] (F) Notwithstanding subsection (d) of this section, the representatives  
33 of the State:

1 (1) may not be required to negotiate any matter that is inconsistent  
2 with applicable law; and

3 (2) may negotiate and reach agreement with regard to any such  
4 matter only if it is understood that the agreement with respect to such matter cannot  
5 become effective unless the applicable law is amended by the General Assembly.

6 [(h)] (G) The parties shall reduce their agreement to a Memorandum of  
7 Understanding that complies with the provisions of § 3–601 of the State Personnel and  
8 Pensions Article.

### 9 Article – Health – General

10 15–904.

11 (e) [(1) (i) Subject to subparagraphs (ii) and (iii) of this paragraph,  
12 collective] **COLLECTIVE** bargaining may **NOT** include negotiations relating to the  
13 right of a provider organization that is the exclusive representative to receive service  
14 fees from nonmembers.

15 [(ii) The representatives of the State may not reach an  
16 agreement containing a service fee provision unless the representatives of the State  
17 conclude that the agreement as a whole will not adversely impact nonmember  
18 providers.

19 (iii) The representatives of the State may only agree to a service  
20 fee provision if the service fee provision would require nonmembers to pay service fees  
21 on a sliding scale in approximate proportion to the amount each nonmember receives  
22 in reimbursement through:

23 1. The Medicaid Waiver for Older Adults that is jointly  
24 administered by the Department and the Department of Aging as established under §  
25 15–132 of this title, or any successor program;

26 2. The Medicaid Personal Care Program under the State  
27 Medical Assistance Program, or any successor program;

28 3. The Living at Home Waiver Program under Subtitle 8  
29 of this title, or any successor program; and

30 4. The In–Home Aide Service Program administered by  
31 the Department of Human Resources, or any successor program.

32 (2) An independent home care provider whose religious beliefs are  
33 opposed to joining or financially supporting any collective bargaining organization:

1 (i) Is not required to pay a service fee; but

2 (ii) Shall pay an amount of money as determined in collective  
3 bargaining negotiations, not to exceed any service fee negotiated under paragraph (1)  
4 of this subsection, to any charitable organization exempt from taxation under §  
5 501(c)(3) of the Internal Revenue Code and to furnish to the State agencies engaged in  
6 collective bargaining under this subtitle and the exclusive representative written proof  
7 of the payment.

8 (3) (i) An independent home care provider who provides home care  
9 services only to an immediate family member is not required to pay a service fee.

10 (ii) An independent home care provider who provides services to  
11 an immediate family member and any other individual who is not an immediate  
12 family member may be required to pay a service fee that is proportionate to the  
13 amount the provider receives in reimbursement for the provider's services to any  
14 individual who is not an immediate family member.

15 (iii) An independent home care provider may be required to  
16 provide written documentation of the provision of home care services to an immediate  
17 family member.]

## 18 Article – Labor and Employment

19 4–304.

20 (a) In this section, “promise” means any undertaking, whether express or  
21 implied or oral or written.

22 (b) A promise made between an employee or prospective employee and an  
23 employer, prospective employer, or any other individual, association, company,  
24 corporation, or firm is against the policy of the State if the promise requires either  
25 party:

26 (1) to join or remain a member of an employer or labor organization;

27 (2) not to join or not to remain a member of an employer or labor  
28 organization; or

29 (3) to withdraw from an employment relation if the party joins or  
30 remains a member of an employer or labor organization.

31 [(c) A court may not grant, on the basis of a promise described in this section,  
32 any relief against:

33 (1) a party to the promise; or



1           **(3) EMPLOYERS AND EMPLOYEES ON EXCLUSIVE FEDERAL**  
2 **ENCLAVES.**

3           **(B) A PROVISION OF THIS SUBTITLE THAT IS IN CONFLICT WITH OR**  
4 **PREEMPTED BY FEDERAL LAW IS UNENFORCEABLE TO THE EXTENT OF THE**  
5 **CONFLICT OR PREEMPTION.**

6 **4-703.**

7           **(A) NOTWITHSTANDING ANY OTHER PROVISION OF STATE OR LOCAL**  
8 **LAW, AN EMPLOYER MAY NOT REQUIRE, AS A CONDITION OF EMPLOYMENT OR**  
9 **CONTINUED EMPLOYMENT, AN EMPLOYEE OR A PROSPECTIVE EMPLOYEE TO:**

10           **(1) JOIN OR REMAIN A MEMBER OF A LABOR ORGANIZATION;**

11           **(2) PAY ANY DUES, FEES, ASSESSMENTS, OR OTHER CHARGES TO**  
12 **A LABOR ORGANIZATION; OR**

13           **(3) PAY TO ANY CHARITY OR ANOTHER THIRD PARTY, IN LIEU OF**  
14 **A PAYMENT TO A LABOR ORGANIZATION, ANY AMOUNT EQUIVALENT TO OR PRO**  
15 **RATA PORTION OF THE CHARGE REQUIRED TO BE PAID TO A LABOR**  
16 **ORGANIZATION BY A MEMBER OF THE LABOR ORGANIZATION.**

17           **(B) AN EMPLOYER MAY NOT THREATEN AN EMPLOYEE OR A**  
18 **PROSPECTIVE EMPLOYEE WITH AN ACTION THAT WOULD BE A VIOLATION OF**  
19 **SUBSECTION (A) OF THIS SECTION.**

20 **4-704.**

21           **AN AGREEMENT, AN UNDERSTANDING, OR A PRACTICE BETWEEN AN**  
22 **EMPLOYER AND A LABOR ORGANIZATION THAT VIOLATES § 4-703 OF THIS**  
23 **SUBTITLE IS NULL AND VOID AND WITHOUT LEGAL EFFECT.**

24 **4-705.**

25           **(A) AN EMPLOYEE OR A PROSPECTIVE EMPLOYEE MAY FILE AN ACTION**  
26 **AGAINST AN EMPLOYER FOR A VIOLATION OF § 4-703 OF THIS SUBTITLE IN THE**  
27 **CIRCUIT COURT FOR THE JURISDICTION WHERE THE EMPLOYER IS LOCATED.**

28           **(B) IF AN EMPLOYER IS FOUND LIABLE FOR A VIOLATION OF § 4-703 OF**  
29 **THIS SUBTITLE IN AN ACTION FILED UNDER SUBSECTION (A) OF THIS SECTION,**  
30 **THE EMPLOYEE OR PROSPECTIVE EMPLOYEE WHO FILED THE ACTION IS**

1 ENTITLED TO INJUNCTIVE RELIEF, DAMAGES, COURT COSTS, AND REASONABLE  
2 ATTORNEY'S FEES.

3 **4-706.**

4 (A) AN INDIVIDUAL WHO VIOLATES § 4-703 OF THIS SUBTITLE IS  
5 GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT TO A FINE NOT  
6 EXCEEDING \$1,000 OR IMPRISONMENT NOT EXCEEDING 1 YEAR, OR BOTH.

7 (B) A PERSON OTHER THAN AN INDIVIDUAL WHO VIOLATES § 4-703 OF  
8 THIS SUBTITLE IS GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT  
9 TO A FINE NOT EXCEEDING \$1,000.

10 **4-707.**

11 (A) THE ATTORNEY GENERAL SHALL:

12 (1) TAKE ANY STEPS NECESSARY TO ENSURE EFFECTIVE  
13 ENFORCEMENT OF THIS SUBTITLE;

14 (2) INVESTIGATE ALL COMPLAINTS REGARDING VIOLATIONS OF §  
15 4-703 OF THIS SUBTITLE; AND

16 (3) COMMENCE AND TRY ALL PROSECUTIONS FOR VIOLATIONS OF  
17 § 4-703 OF THIS SUBTITLE.

18 (B) WITH RESPECT TO THE COMMENCEMENT AND TRIAL OF THE  
19 PROSECUTION UNDER SUBSECTION (A) OF THIS SECTION, THE ATTORNEY  
20 GENERAL HAS ALL THE POWERS AND DUTIES VESTED BY LAW IN STATE'S  
21 ATTORNEYS WITH RESPECT TO CRIMINAL PROSECUTIONS.

22 **Article – Land Use**

23 **16-309.**

24 (a) The Commission and the exclusive representative shall execute a  
25 collective bargaining agreement incorporating all matters agreed.

26 (b) A collective bargaining agreement may include a provision for:

27 (1) dues [and maintenance or service fees] paid by payroll deduction;

28 and



1           (2) the arbitration of grievances arising under the collective  
2 bargaining agreement.

3           (c) The collective bargaining agreement supersedes any conflicting rule,  
4 regulation, or administrative policy of the Commission.

5 [16–316.

6           (a) This subtitle does not preclude the Commission from entering into a  
7 collective bargaining agreement with an exclusive representative that requires an  
8 employee, as a condition of employment, to pay a maintenance or service fee as a  
9 contribution towards the cost of the negotiation and administration of the collective  
10 bargaining agreement.

11           (b) A maintenance or service fee under subsection (a) of this section may not  
12 exceed the annual dues paid to the exclusive representative.

13           (c) Before the Commission discharges an employee who fails to pay a  
14 maintenance or service fee, it shall give the employee:

15                   (1) written notice of the delinquent payment; and

16                   (2) adequate time to correct the delinquency.

17           (d) If the Commission and an employee are unable to resolve any issue  
18 relating to the payment of a maintenance or service fee, the issue shall be submitted to  
19 an umpire in accordance with § 16–317 of this subtitle.]

20                                   **Article – State Personnel and Pensions**

21 3–502.

22           (a) Collective bargaining shall include all matters relating to wages, hours,  
23 and other terms and conditions of employment.

24           (b) [(1) Except as provided in paragraph (3) of this subsection, collective]  
25 **COLLECTIVE** bargaining may **NOT** include negotiations relating to the right of an  
26 employee organization to receive service fees from nonmembers.

27                   [(2) An employee whose religious beliefs are opposed to joining or  
28 financially supporting any collective bargaining organization is:

29                                   (i) not required to pay a service fee; and

30                                   (ii) required to pay an amount of money as determined in  
31 collective bargaining negotiations, not to exceed any service fee negotiated under

1 paragraph (1) of this subsection, to any charitable organization exempt from taxation  
2 under § 501(c)(3) of the Internal Revenue Code and to furnish to the Department and  
3 the exclusive representative written proof of such payment.

4 (3) Collective bargaining between an employee organization and a  
5 system institution, Morgan State University, St. Mary's College of Maryland, or  
6 Baltimore City Community College may not include negotiations relating to the right  
7 of an employee organization to receive service fees from nonmembers.]

8 (c) Notwithstanding subsection (a) of this section, the representatives of the  
9 State, a system institution, Morgan State University, St. Mary's College of Maryland,  
10 and Baltimore City Community College:

11 (1) shall not be required to negotiate over any matter that is  
12 inconsistent with applicable law; and

13 (2) may negotiate and reach agreement with regard to any such  
14 matter only if it is understood that the agreement with respect to such matter cannot  
15 become effective unless the applicable law is amended by the General Assembly.

16 SECTION 2. AND IT BE FURTHER ENACTED, That this Act shall be  
17 construed to apply only prospectively and may not be applied or interpreted to have  
18 any effect on or application to any collective bargaining agreements that are entered  
19 into before the effective date of this Act.

20 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
21 October 1, 2013.