A BILL ENTITLED

AN ACT concerning Labor and Employment – Labor Organizations – Right to Work

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

BY repealing and reenacting, without amendments,

Article – Courts and Judicial Proceedings

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law.
Section 2–309(j)(5)(i) and (ii)
Annotated Code of Maryland
(2006 Replacement Volume and 2012 Supplement)

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

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

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

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

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

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

BY repealing and reenacting, with amendments,
Article – Land Use
Section 16–309
Annotated Code of Maryland
(2012 Volume)
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) (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.
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.

**Article – Education**

6–407.

(a) An employee organization designated as an exclusive representative shall be the negotiating agent of all public school employees in the unit in the county.
(b) (1) An employee organization designated as an exclusive representative shall represent all employees in the unit fairly and without discrimination, whether or not the employees are members of the employee organization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) In Garrett County:

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

(2) An individual who becomes a public school employee after the time that a negotiated service or representation fee is initiated and does not join the
employee organization designated as the exclusive representative is liable for the fee
provided under subsection (d) of this section.

(f) In Anne Arundel County:

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

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

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

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

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

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

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

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

(ii) Required to pay an amount of money as determined under
paragraph (1) of this subsection to a nonreligious, nonunion charity or to another
charitable organization that is mutually agreed upon by the employee and the
exclusive representative, and who furnishes to the public school employer and the
eexclusive representative written proof of the payment.

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

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

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

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

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

(c) In Prince George’s County, the county board shall negotiate an
organizational security provision, commonly known as “agency shop”, with employee
organizations.

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

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

   (i) Each party shall:

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

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

   (ii) Neither party is required to agree to any proposal or to make
any concession.
(3) (i) The provisions of this paragraph apply if an agency or representation fee is negotiated in Baltimore County.

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

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

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

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

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

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

16–414.1.

(e) (3) On behalf of the exclusive representative for payment to the exclusive representative, the public employer shall automatically deduct from the paycheck of each public employee in a bargaining unit represented by an employee organization certified as an exclusive representative for that bargaining unit[:
(i) Any union dues authorized and owed by the employee to the organization; and

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

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

(1) Wages, hours, and other terms and conditions of employment; and
(2) The procedures for the employee organization to receive membership dues and service fees through payroll deduction.

Article – Family Law

5–595.3.

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

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

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

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

(1) reimbursement rates;
(2) benefits;
(3) payment procedures;
(4) contract grievance procedures;
(5) training;
(6) member dues deductions; and
other terms and conditions of participation by family child care providers in the Maryland Child Care Subsidy Program.

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

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

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

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

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

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

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

(3) The fund:

(i) may not be a State fund; but

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

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

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

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

[(g)] (F) Notwithstanding subsection (d) of this section, the representatives of the State:
(1) may not be required to negotiate any matter that is inconsistent
with applicable law; and

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

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

Article – Health – General

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

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

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

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

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

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

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

(2) An independent home care provider whose religious beliefs are
opposed to joining or financially supporting any collective bargaining organization:
(i) Is not required to pay a service fee; but

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

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

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

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

Article – Labor and Employment

4–304.

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

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

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

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

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

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

(1) a party to the promise; or

]
another person who, without the act or threat of fraud or violence, advises, induces, or urges a party to disregard the promise.]

**Subtitle 7. Right to Work.**

4–701.

(A) In this subtitle the following words have the meanings indicated.

(B) (1) “Employer” means:

(i) A person engaged in a business, an industry, a profession, a trade, or any other enterprise in the State;

(ii) The State and its units;

(iii) A county and its units; and

(iv) A municipal government in the State.

(2) “Employer” includes a person who acts directly or indirectly in the interest of another employer with an employee.

(C) (1) “Labor organization” means an organization of any kind that exists for the purpose of interacting with an employer on behalf of the employees of the employer concerning wages, rates of pay, hours of work, or any other term or condition of employment.

(2) “Labor organization” includes any person who acts directly or indirectly in the interest of a labor organization with an employer.

4–702.

(A) This subtitle does not apply to:

(1) Employers and employees covered by the Federal Railway Labor Act;

(2) Federal employers and employees; and
(3) EMPLOYERS AND EMPLOYEES ON EXCLUSIVE FEDERAL ENCLAVES.

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

4–703.

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

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

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

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

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

4–704.

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

4–705.

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

(B) IF AN EMPLOYER IS FOUND LIABLE FOR A VIOLATION OF § 4–703 OF THIS SUBTITLE IN AN ACTION FILED UNDER SUBSECTION (A) OF THIS SECTION, THE EMPLOYEE OR PROSPECTIVE EMPLOYEE WHO FILED THE ACTION IS
ENTITLED TO INJUNCTIVE RELIEF, DAMAGES, COURT COSTS, AND REASONABLE ATTORNEY’S FEES.

4–706.

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

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

4–707.

(A) THE ATTORNEY GENERAL SHALL:

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

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

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

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

Article – Land Use

16–309.

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

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

(1) dues [and maintenance or service fees] paid by payroll deduction;
(2) the arbitration of grievances arising under the collective bargaining agreement.

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

[16–316.

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

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

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

(1) written notice of the delinquent payment; and

(2) adequate time to correct the delinquency.

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

Article – State Personnel and Pensions

3–502.

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

(b) [1

COLLECTIVE bargaining may NOT include negotiations relating to the right of an employee organization to receive service fees from nonmembers.

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

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

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

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

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

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

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

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

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