

HOUSE BILL 91

K3

2lr1432

By: Delegates W. Miller, Aumann, Bates, Beitzel, Boteler, Dwyer, Eckardt, Elliott, Fisher, Frank, Haddaway–Riccio, Hershey, Hogan, Hough, Impallaria, Jacobs, Kach, Kipke, Krebs, McComas, McConkey, McDermott, McDonough, McMillan, Norman, Otto, Parrott, Ready, Schuh, Schulz, Serafini, Smigiel, Stifler, Stocksdale, and Szeliga

Introduced and read first time: January 18, 2012

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

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

3 FOR the purpose of prohibiting an employer 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 an employer 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 employer 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 law, 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, with amendments,
26 Article 28 – Maryland–National Capital Park and Planning Commission

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



- 1 Section 5–114.1(f)(1)
2 Annotated Code of Maryland
3 (2010 Replacement Volume and 2011 Supplement)
- 4 BY repealing
5 Article 28 – Maryland–National Capital Park and Planning Commission
6 Section 5–114.1(j)
7 Annotated Code of Maryland
8 (2010 Replacement Volume and 2011 Supplement)
- 9 BY repealing and reenacting, without amendments,
10 Article – Courts and Judicial Proceedings
11 Section 2–309(j)(5)(i) and (ii)
12 Annotated Code of Maryland
13 (2006 Replacement Volume and 2011 Supplement)
- 14 BY repealing and reenacting, with amendments,
15 Article – Courts and Judicial Proceedings
16 Section 2–309(j)(5)(iii)
17 Annotated Code of Maryland
18 (2006 Replacement Volume and 2011 Supplement)
- 19 BY repealing and reenacting, with amendments,
20 Article – Education
21 Section 6–407, 6–504, and 16–414.1(e)(3) and (f)
22 Annotated Code of Maryland
23 (2008 Replacement Volume and 2011 Supplement)
- 24 BY repealing and reenacting, with amendments,
25 Article – Family Law
26 Section 5–595.3
27 Annotated Code of Maryland
28 (2006 Replacement Volume and 2011 Supplement)
- 29 BY repealing and reenacting, with amendments,
30 Article – Health – General
31 Section 15–904(e)
32 Annotated Code of Maryland
33 (2009 Replacement Volume and 2011 Supplement)
- 34 BY repealing and reenacting, with amendments,
35 Article – Labor and Employment
36 Section 4–304
37 Annotated Code of Maryland
38 (2008 Replacement Volume and 2011 Supplement)
- 39 BY adding to

1 Article – Labor and Employment
2 Section 4–701 through 4–707 to be under the new subtitle “Subtitle 7. Right to
3 Work”
4 Annotated Code of Maryland
5 (2008 Replacement Volume and 2011 Supplement)

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 2011 Supplement)

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

13 **Article 28 – Maryland–National Capital Park and Planning Commission**

14 5–114.1.

15 (f) (1) A collective bargaining agreement shall be executed by the
16 MNCPPC and the exclusive representative incorporating any matters of agreement
17 reached on wages, hours, and other terms and conditions of employment, and may
18 include dues [and maintenance or service fees] taken from payroll deduction.

19 [(j) (1) Nothing in this section or in any other federal or State law may
20 preclude the MNCPPC from making a collective bargaining agreement with an
21 exclusive representative that requires an employee, as a condition of employment, to
22 pay a maintenance or service fee as a contribution towards the cost of the negotiation
23 and administration of the agreement, in an amount not greater than the regular
24 annual dues paid to the exclusive representative.

25 (2) Before the MNCPPC discharges an employee who fails to pay a
26 maintenance or service fee, it shall give the employee:

27 (i) Written notice of the delinquent payment; and

28 (ii) Adequate time to correct the delinquency.

29 (3) If the MNCPPC and the employee are unable to resolve the fee
30 issue, the issue shall be submitted to an umpire in accordance with the provisions of
31 subsection (k) of this section.]

32 **Article – Courts and Judicial Proceedings**

33 2–309.

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

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

6 1. Sworn law enforcement officers or correctional officers
7 in the Charles County Sheriff's Office at a rank of lieutenant or above;

8 2. Employees in appointed positions;

9 3. Civilian merit system employees;

10 4. Full-time reduced hours employees;

11 5. Part-time employees;

12 6. Contractual employees;

13 7. Temporary employees;

14 8. Emergency employees; or

15 9. Employees whose employment is administered under
16 the county policies and procedures manual.

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

19 A. Take part in or refrain from taking part in forming,
20 joining, supporting, or participating in any employee organization or its lawful
21 activities;

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

24 C. Engage in other concerted activities for the purpose of
25 collective bargaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 (e) In Garrett County:

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

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

24 (f) In Anne Arundel County:

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

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

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

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

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

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

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

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

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

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

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

31 6-504.

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

34 [(b) (1) In Montgomery County, Allegany County, Charles County, and
35 Howard County, the county board, with respect to noncertificated employees, shall

1 negotiate a structure of reasonable service fees to be charged nonmembers for
2 representation in negotiations and grievance matters by employee organizations.

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

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

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

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

14 (i) Each party shall:

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

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

18 (ii) Neither party is required to agree to any proposal or to make
19 any concession.

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

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

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

34 (iii) The employee organization designated as the exclusive
35 representative shall submit to the board an annual audit from an external auditor

1 that reflects the operational expenses of the employee organization and explains how
2 the representation fee is calculated based on the audit.

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

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

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

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

18 16–414.1.

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

23 (i) Any] ANY union dues authorized and owed by the employee
24 to the organization[: and

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

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

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

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

31 **Article – Family Law**

32 5–595.3.

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

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

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

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

13 (1) reimbursement rates;

14 (2) benefits;

15 (3) payment procedures;

16 (4) contract grievance procedures;

17 (5) training;

18 (6) member dues deductions; and

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

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

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

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

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

31 (ii) required to pay an amount of money as determined in
32 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 State Department
3 of Education and the exclusive representative written proof of the payment.

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

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

8 (3) The fund:

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

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

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

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

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

18 [(g) (F) Notwithstanding subsection (d) of this section, the representatives
19 of the State:

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

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

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

28 Article – Health – General

29 15–904.

30 (e) [(1) (i) Subject to subparagraphs (ii) and (iii) of this paragraph,
31 collective] COLLECTIVE bargaining may NOT include negotiations relating to the

1 right of a provider organization that is the exclusive representative to receive service
2 fees from nonmembers.

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

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

11 1. The Medicaid Waiver for Older Adults that is jointly
12 administered by the Department and the Department of Aging as established under §
13 15–132 of this title, or any successor program;

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

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

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

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

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

23 (ii) Shall pay an amount of money as determined in collective
24 bargaining negotiations, not to exceed any service fee negotiated under paragraph (1)
25 of this subsection, to any charitable organization exempt from taxation under §
26 501(c)(3) of the Internal Revenue Code and to furnish to the State agencies engaged in
27 collective bargaining under this subtitle and the exclusive representative written proof
28 of the payment.

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

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

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

4 **Article – Labor and Employment**

5 4–304.

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

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

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

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

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

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

19 (1) a party to the promise; or

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

22 **SUBTITLE 7. RIGHT TO WORK.**

23 **4–701.**

24 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
25 **INDICATED.**

26 **(B) (1) “EMPLOYER” MEANS:**

27 **(I) A PERSON ENGAGED IN A BUSINESS, INDUSTRY,**
28 **PROFESSION, TRADE, OR OTHER ENTERPRISE IN THE STATE;**

29 **(II) THE STATE AND ITS UNITS;**

1 (III) A COUNTY AND ITS UNITS; AND

2 (IV) A MUNICIPAL GOVERNMENT IN THE STATE.

3 (2) "EMPLOYER" INCLUDES A PERSON WHO ACTS DIRECTLY OR
4 INDIRECTLY IN THE INTEREST OF ANOTHER EMPLOYER WITH AN EMPLOYEE.

5 (C) (1) "LABOR ORGANIZATION" MEANS AN ORGANIZATION OF ANY
6 KIND THAT EXISTS FOR THE PURPOSE OF INTERACTING WITH AN EMPLOYER ON
7 BEHALF OF THE EMPLOYEES OF THE EMPLOYER CONCERNING WAGES, RATES
8 OF PAY, HOURS OF WORK, OR ANY OTHER TERM OR CONDITION OF
9 EMPLOYMENT.

10 (2) "LABOR ORGANIZATION" INCLUDES ANY PERSON WHO ACTS
11 DIRECTLY OR INDIRECTLY IN THE INTEREST OF A LABOR ORGANIZATION WITH
12 AN EMPLOYER.

13 4-702.

14 (A) THIS SUBTITLE DOES NOT APPLY TO:

15 (1) EMPLOYERS AND EMPLOYEES COVERED BY THE FEDERAL
16 RAILWAY LABOR ACT;

17 (2) FEDERAL EMPLOYERS AND EMPLOYEES; AND

18 (3) EMPLOYERS AND EMPLOYEES ON EXCLUSIVE FEDERAL
19 ENCLAVES.

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

23 4-703.

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

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

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

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

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

8 **4-704.**

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

12 **4-705.**

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

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

21 **4-706.**

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

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

28 **4-707.**

29 **(A) THE ATTORNEY GENERAL SHALL:**

1 (1) shall not be required to negotiate over any matter that is
2 inconsistent 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 SECTION 2. AND IT BE FURTHER ENACTED, That this Act shall be
7 construed to apply only prospectively and may not be applied or interpreted to have
8 any effect on or application to any collective bargaining agreements that are entered
9 into before the effective date of this Act.

10 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
11 October 1, 2012.