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SENATE BILL 5347

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State of Washington

62nd Legislature

2011 Regular Session

By Senators Swecker, Honeyford, and Hewitt

Read first time 01/21/11. Referred to Committee on Labor, Commerce & Consumer Protection.

1 AN ACT Relating to protecting the right to work; amending RCW  
2 28B.52.020, 28B.52.025, 28B.52.045, 41.56.113, 41.56.122, 41.59.060,  
3 41.59.140, 41.76.045, 41.80.050, 41.80.100, 47.64.130, 49.66.010, and  
4 49.66.050; adding new sections to chapter 49.36 RCW; creating a new  
5 section; repealing RCW 41.56.100 and 47.64.160; and prescribing  
6 penalties.

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

8 NEW SECTION. **Sec. 1.** The legislature declares that it is the  
9 policy of the state that:

10 (1) A person shall not be required by an employer to abstain or  
11 refrain from membership in any labor organization as a condition of  
12 employment or continuation of employment. The right to work shall not  
13 be denied or abridged on account of an employee's choice to bargain  
14 collectively through a labor organization; and

15 (2) A person shall not be required by an employer to become or  
16 remain a member of a labor organization as a condition of employment.  
17 The right to work shall not be denied or abridged on account of an  
18 employee's choice not to pay any dues, fees, or other charges of any  
19 kind or amount, if not a member, to any labor organization, or on a

1 decision not to pay to any charity, political committees, or other  
2 third party, in lieu of such payments, any amount equivalent to a pro  
3 rata portion of dues, fees, or other charges.

4 NEW SECTION. **Sec. 2.** (1) A person's inherent right to work and to  
5 bargain freely with the person's employer, individually or  
6 collectively, for terms of the person's employment may not be denied or  
7 infringed by law or by any organization.

8 (2) A contract that permits or requires the retention of part of an  
9 employee's compensation to pay dues or assessments on the employee's  
10 part to a labor union is void unless the employee delivers to the  
11 employer the employee's written consent to the retention of those sums.

12 NEW SECTION. **Sec. 3.** (1) A person may not be denied employment  
13 based on membership or nonmembership in a labor union.

14 (2) A contract is void if it requires that, to work for an  
15 employer, employees or applicants for employment: (a) Must be or may  
16 not be members of a labor union; or (b) must remain or may not remain  
17 members of a labor union.

18 NEW SECTION. **Sec. 4.** (1) A labor union, a labor organizer, or an  
19 officer, member, agent, or representative of a labor union may not  
20 collect, receive, or demand, directly or indirectly, a fee as a work  
21 permit or as a condition for the privilege to work from a person who is  
22 not a member of the union.

23 (2) A labor union that violates this section is liable for a civil  
24 penalty not to exceed one thousand dollars for each violation. The  
25 civil penalty may be recovered in the name of the state, acting through  
26 an enforcement officer, in a court of competent jurisdiction.

27 (3)(a) A superior court has jurisdiction, on the application of the  
28 state acting through an enforcement officer, to issue a restraining  
29 order, a temporary or permanent injunction, or any other writ of  
30 process appropriate to enforce this section.

31 (b) A proceeding under (a) of this subsection shall be instituted,  
32 prosecuted, and tried in the same manner as another civil case of a  
33 similar nature in the superior court.

34 (4)(a) A labor union officer or a labor organizer commits an  
35 offense if the person violates this section.

1 (b) An offense under (a) of this subsection is a misdemeanor  
2 punishable by: (i) A fine of not more than five hundred dollars; (ii)  
3 confinement in the county jail for not more than sixty days; or (iii)  
4 both the fine and confinement.

5 (5) The attorney general, and each prosecuting attorney, within the  
6 attorney's respective jurisdiction, shall: (a) Prosecute all criminal  
7 proceedings under this section; and (b) institute and maintain all  
8 civil proceedings under this section.

9 NEW SECTION. **Sec. 5.** (1)(a) The right of a person to work may not  
10 be denied or abridged because of membership or nonmembership in a labor  
11 union or other labor organization.

12 (b) In the exercise of the right to work, each person shall be free  
13 from threats, force, intimidation, or coercion.

14 (c) A person who violates this section is liable to a person who  
15 suffers from that violation for all resulting damages.

16 (2)(a) The attorney general or a prosecuting attorney may bring an  
17 action in superior court to enjoin a violation of this section.

18 (b) The superior courts shall grant injunctive relief when a  
19 violation of this section is made apparent.

20 (3) Not later than the second day after the receipt of notice of  
21 institution of a cause of action under this section, a party to the  
22 cause of action may apply to the presiding judge of the superior court  
23 in the county within which the action is brought. The presiding judge  
24 shall immediately assign a superior court judge from within the county  
25 who shall hear all proceedings in the cause of action.

26 **Sec. 6.** RCW 28B.52.020 and 1991 c 238 s 146 are each amended to  
27 read as follows:

28 As used in this chapter:

29 (1) "Employee organization" means any organization which includes  
30 as members the academic employees of a college district and which has  
31 as one of its purposes the representation of the employees in their  
32 employment relations with the college district.

33 (2) "Academic employee" means any teacher, counselor, librarian, or  
34 department head, who is employed by any college district, whether full  
35 or part time, with the exception of the chief administrative officer  
36 of, and any administrator in, each college district.

1 (3) "Administrator" means any person employed either full or part  
2 time by the college district and who performs administrative functions  
3 as at least fifty percent or more of his or her assignments, and has  
4 responsibilities to hire, dismiss, or discipline other employees.  
5 Administrators shall not be members of the bargaining unit unless a  
6 majority of such administrators and a majority of the bargaining unit  
7 elect by secret ballot for such inclusion pursuant to rules as adopted  
8 in accordance with RCW 28B.52.080.

9 (4) "Commission" means the public employment relations commission.

10 (5) "Unfair labor practice" means any unfair labor practice listed  
11 in RCW 28B.52.073.

12 ~~(6) ("Union security provision" means a provision in a collective  
13 bargaining agreement under which some or all employees in the  
14 bargaining unit may be required, as a condition of continued employment  
15 on or after the thirtieth day following the beginning of such  
16 employment or the effective date of the provision, whichever is later,  
17 to become a member of the exclusive bargaining representative or pay an  
18 agency fee equal to the periodic dues and initiation fees uniformly  
19 required as a condition of acquiring or retaining membership in the  
20 exclusive bargaining representative.~~

21 ~~(7))~~ "Exclusive bargaining representative" means any employee  
22 organization which has:

23 (a) Been certified or recognized under this chapter as the  
24 representative of the employees in an appropriate collective bargaining  
25 unit; or

26 (b) Before July 26, 1987, been certified or recognized under a  
27 predecessor statute as the representative of the employees in a  
28 bargaining unit which continues to be appropriate under this chapter.

29 ~~((8))~~ (7) "Collective bargaining" and "bargaining" mean the  
30 performance of the mutual obligation of the representatives of the  
31 employer and the exclusive bargaining representative to meet at  
32 reasonable times to bargain in good faith in an effort to reach  
33 agreement with respect to wages, hours, and other terms and conditions  
34 of employment, such as procedures related to nonretention, dismissal,  
35 denial of tenure, and reduction in force. Prior law, practice, or  
36 interpretation shall be neither restrictive, expansive, nor  
37 determinative with respect to the scope of bargaining. A written

1 contract incorporating any agreements reached shall be executed if  
2 requested by either party. The obligation to bargain does not compel  
3 either party to agree to a proposal or to make a concession.

4 In the event of a dispute between an employer and an exclusive  
5 bargaining representative over the matters that are terms and  
6 conditions of employment, the commission shall decide which items are  
7 mandatory subjects for bargaining.

8 **Sec. 7.** RCW 28B.52.025 and 1987 c 314 s 5 are each amended to read  
9 as follows:

10 Employees have the right to self-organization, to form, join, or  
11 assist employee organizations, to bargain collectively through  
12 representatives of their own choosing, and also have the right to  
13 refrain from any or all of these activities (~~(except to the extent that~~  
14 ~~employees may be required to make payments to an exclusive bargaining~~  
15 ~~representative or charitable organization under a union security~~  
16 ~~provision authorized in this chapter)).~~

17 **Sec. 8.** RCW 28B.52.045 and 1987 c 314 s 8 are each amended to read  
18 as follows:

19 ~~((1))~~ Upon filing with the employer the voluntary written  
20 authorization of a bargaining unit employee under this chapter, the  
21 employee organization which is the exclusive bargaining representative  
22 of the bargaining unit shall have the right to have deducted from the  
23 salary of the bargaining unit employee the periodic dues and initiation  
24 fees uniformly required as a condition of acquiring or retaining  
25 membership in the exclusive bargaining representative. Such employee  
26 authorization shall not be irrevocable for a period of more than one  
27 year. Such dues and fees shall be deducted from the pay of all  
28 employees who have given authorization for such deduction, and shall be  
29 transmitted by the employer to the employee organization or to the  
30 depository designated by the employee organization.

31 ~~((2) A collective bargaining agreement may include union security~~  
32 ~~provisions, but not a closed shop. If an agency shop or other union~~  
33 ~~security provision is agreed to, the employer shall enforce any such~~  
34 ~~provision by deductions from the salary of bargaining unit employees~~  
35 ~~affected thereby and shall transmit such funds to the employee~~

1 organization or to the depository designated by the employee  
2 organization.

3 ~~(3) An employee who is covered by a union security provision and  
4 who asserts a right of nonassociation based on bona fide religious  
5 tenets or teachings of a church or religious body of which such  
6 employee is a member shall pay to a nonreligious charity or other  
7 charitable organization an amount of money equivalent to the periodic  
8 dues and initiation fees uniformly required as a condition of acquiring  
9 or retaining membership in the exclusive bargaining representative.  
10 The charity shall be agreed upon by the employee and the employee  
11 organization to which such employee would otherwise pay the dues and  
12 fees. The employee shall furnish written proof that such payments have  
13 been made. If the employee and the employee organization do not reach  
14 agreement on such matter, the commission shall designate the charitable  
15 organization.)~~

16 **Sec. 9.** RCW 41.56.113 and 2010 c 296 s 4 are each amended to read  
17 as follows:

18 (1) This subsection (1) applies only if the state makes the  
19 payments directly to a provider.

20 (a) Upon the written authorization of an individual provider, a  
21 family child care provider, an adult family home provider, or a  
22 language access provider within the bargaining unit and after the  
23 certification or recognition of the bargaining unit's exclusive  
24 bargaining representative, the state as payor, but not as the employer,  
25 shall, subject to (c) of this subsection, deduct from the payments to  
26 an individual provider, a family child care provider, an adult family  
27 home provider, or a language access provider the monthly amount of dues  
28 as certified by the secretary of the exclusive bargaining  
29 representative and shall transmit the same to the treasurer of the  
30 exclusive bargaining representative.

31 (b) If the governor and the exclusive bargaining representative of  
32 a bargaining unit of individual providers, family child care providers,  
33 adult family home providers, or language access providers enter into a  
34 collective bargaining agreement that(+

35 ~~(i) Includes a union security provision authorized in RCW  
36 41.56.122, the state as payor, but not as the employer, shall, subject  
37 to (c) of this subsection, enforce the agreement by deducting from the~~

1 ~~payments to bargaining unit members the dues required for membership in~~  
2 ~~the exclusive bargaining representative, or, for nonmembers thereof, a~~  
3 ~~fee equivalent to the dues; or~~

4 (ii)) includes requirements for deductions of payments ((other  
5 than the deduction under (a)(i) of this subsection)), the state, as  
6 payor, but not as the employer, shall, subject to (c) of this  
7 subsection, make such deductions upon written authorization of the  
8 individual provider, family child care provider, adult family home  
9 provider, or language access provider. The requirements for deductions  
10 of payments may not include union security provisions.

11 (c)(i) The initial additional costs to the state in making  
12 deductions from the payments to individual providers, family child care  
13 providers, adult family home providers, and language access providers  
14 under this section shall be negotiated, agreed upon in advance, and  
15 reimbursed to the state by the exclusive bargaining representative.

16 (ii) The allocation of ongoing additional costs to the state in  
17 making deductions from the payments to individual providers, family  
18 child care providers, adult family home providers, or language access  
19 providers under this section shall be an appropriate subject of  
20 collective bargaining between the exclusive bargaining representative  
21 and the governor unless prohibited by another statute. If no  
22 collective bargaining agreement containing a provision allocating the  
23 ongoing additional cost is entered into between the exclusive  
24 bargaining representative and the governor, or if the legislature does  
25 not approve funding for the collective bargaining agreement as provided  
26 in RCW 74.39A.300, 41.56.028, 41.56.029, or 41.56.510, as applicable,  
27 the ongoing additional costs to the state in making deductions from the  
28 payments to individual providers, family child care providers, adult  
29 family home providers, or language access providers under this section  
30 shall be negotiated, agreed upon in advance, and reimbursed to the  
31 state by the exclusive bargaining representative.

32 ~~((d) The governor and the exclusive bargaining representative of~~  
33 ~~a bargaining unit of family child care providers may not enter into a~~  
34 ~~collective bargaining agreement that contains a union security~~  
35 ~~provision unless the agreement contains a process, to be administered~~  
36 ~~by the exclusive bargaining representative of a bargaining unit of~~  
37 ~~family child care providers, for hardship dispensation for license-~~

1 ~~exempt family child care providers who are also temporary assistance~~  
2 ~~for needy families recipients or WorkFirst participants.))~~

3 (2) This subsection (2) applies only if the state does not make the  
4 payments directly to a provider.

5 ((~~(a)~~)) Upon the written authorization of a language access  
6 provider within the bargaining unit and after the certification or  
7 recognition of the bargaining unit's exclusive bargaining  
8 representative, the state shall require through its contracts with  
9 third parties that:

10 ((~~(i)~~)) (a) The monthly amount of dues as certified by the  
11 secretary of the exclusive bargaining representative be deducted from  
12 the payments to the language access provider and transmitted to the  
13 treasurer of the exclusive bargaining representative; and

14 ((~~(ii)~~)) (b) A record showing that dues have been deducted as  
15 specified in (a)((~~(i)~~)) of this subsection be provided to the state.

16 ((~~(b)~~ If the governor and the exclusive bargaining representative  
17 of the bargaining unit of language access providers enter into a  
18 collective bargaining agreement that includes a union security  
19 provision authorized in RCW 41.56.122, the state shall enforce the  
20 agreement by requiring through its contracts with third parties that:

21 ~~(i) The monthly amount of dues required for membership in the~~  
22 ~~exclusive bargaining representative as certified by the secretary of~~  
23 ~~the exclusive bargaining representative, or, for nonmembers thereof, a~~  
24 ~~fee equivalent to the dues, be deducted from the payments to the~~  
25 ~~language access provider and transmitted to the treasurer of the~~  
26 ~~exclusive bargaining representative; and~~

27 ~~(ii) A record showing that dues or fees have been deducted as~~  
28 ~~specified in (a)(i) of this subsection be provided to the state.))~~

29 **Sec. 10.** RCW 41.56.122 and 1975 1st ex.s. c 296 s 22 are each  
30 amended to read as follows:

31 A collective bargaining agreement may(~~(+~~

32 ~~(1) Contain union security provisions: PROVIDED, That nothing in~~  
33 ~~this section shall authorize a closed shop provision: PROVIDED~~  
34 ~~FURTHER, That agreements involving union security provisions must~~  
35 ~~safeguard the right of nonassociation of public employees based on bona~~  
36 ~~fide religious tenets or teachings of a church or religious body of~~  
37 ~~which such public employee is a member. Such public employee shall pay~~

1 ~~an amount of money equivalent to regular union dues and initiation fee~~  
2 ~~to a nonreligious charity or to another charitable organization~~  
3 ~~mutually agreed upon by the public employee affected and the bargaining~~  
4 ~~representative to which such public employee would otherwise pay the~~  
5 ~~dues and initiation fee. The public employee shall furnish written~~  
6 ~~proof that such payment has been made. If the public employee and the~~  
7 ~~bargaining representative do not reach agreement on such matter, the~~  
8 ~~commission shall designate the charitable organization. When there is~~  
9 ~~a conflict between any collective bargaining agreement reached by a~~  
10 ~~public employer and a bargaining representative on a union security~~  
11 ~~provision and any charter, ordinance, rule, or regulation adopted by~~  
12 ~~the public employer or its agents, including but not limited to, a~~  
13 ~~civil service commission, the terms of the collective bargaining~~  
14 ~~agreement shall prevail.~~

15 ~~(2))~~ provide for binding arbitration of a labor dispute arising  
16 from the application or the interpretation of the matters contained in  
17 a collective bargaining agreement.

18 **Sec. 11.** RCW 41.59.060 and 1975 1st ex.s. c 288 s 7 are each  
19 amended to read as follows:

20 (1) Employees shall have the right to self-organization, to form,  
21 join, or assist employee organizations, to bargain collectively through  
22 representatives of their own choosing, and shall also have the right to  
23 refrain from any or all of such activities (~~except to the extent that~~  
24 ~~employees may be required to pay a fee to any employee organization~~  
25 ~~under an agency shop agreement authorized in this chapter~~)).

26 (2) The exclusive bargaining representative shall have the right to  
27 have deducted from the salary of employees, upon receipt of an  
28 appropriate authorization form which shall not be irrevocable for a  
29 period of more than one year, an amount equal to the fees and dues  
30 required for membership. Such fees and dues shall be deducted monthly  
31 from the pay of all appropriate employees by the employer and  
32 transmitted as provided for by agreement between the employer and the  
33 exclusive bargaining representative, unless an automatic payroll  
34 deduction service is established pursuant to law, at which time such  
35 fees and dues shall be transmitted as therein provided. (~~If an agency~~  
36 ~~shop provision is agreed to and becomes effective pursuant to RCW~~  
37 ~~41.59.100, except as provided in that section, the agency fee equal to~~

1 ~~the fees and dues required of membership in the exclusive bargaining~~  
2 ~~representative shall be deducted from the salary of employees in the~~  
3 ~~bargaining unit.))~~

4 **Sec. 12.** RCW 41.59.140 and 1975 1st ex.s. c 288 s 15 are each  
5 amended to read as follows:

6 (1) It shall be an unfair labor practice for an employer:

7 (a) To interfere with, restrain, or coerce employees in the  
8 exercise of the rights guaranteed in RCW 41.59.060.

9 (b) To dominate or interfere with the formation or administration  
10 of any employee organization or contribute financial or other support  
11 to it: PROVIDED, That subject to rules and regulations made by the  
12 commission pursuant to RCW 41.59.110, an employer shall not be  
13 prohibited from permitting employees to confer with it or its  
14 representatives or agents during working hours without loss of time or  
15 pay;

16 (c) To encourage or discourage membership in any employee  
17 organization by discrimination in regard to hire, tenure of employment  
18 or any term or condition of employment(~~(, but nothing contained in this~~  
19 ~~subsection shall prevent an employer from requiring, as a condition of~~  
20 ~~continued employment, payment of periodic dues and fees uniformly~~  
21 ~~required to an exclusive bargaining representative pursuant to RCW~~  
22 ~~41.59.100))~~);

23 (d) To discharge or otherwise discriminate against an employee  
24 because he has filed charges or given testimony under this chapter;

25 (e) To refuse to bargain collectively with the representatives of  
26 its employees.

27 (2) It shall be an unfair labor practice for an employee  
28 organization:

29 (a) To restrain or coerce (i) employees in the exercise of the  
30 rights guaranteed in RCW 41.59.060: PROVIDED, That this paragraph  
31 shall not impair the right of an employee organization to prescribe its  
32 own rules with respect to the acquisition or retention of membership  
33 therein; or (ii) an employer in the selection of his representatives  
34 for the purposes of collective bargaining or the adjustment of  
35 grievances;

36 (b) To cause or attempt to cause an employer to discriminate  
37 against an employee in violation of subsection (1)(c) of this section;

1 (c) To refuse to bargain collectively with an employer, provided it  
2 is the representative of its employees subject to RCW 41.59.090.

3 (3) The expressing of any views, argument, or opinion, or the  
4 dissemination thereof to the public, whether in written, printed,  
5 graphic, or visual form, shall not constitute or be evidence of an  
6 unfair labor practice under any of the provisions of this chapter, if  
7 such expression contains no threat of reprisal or force or promise of  
8 benefit.

9 **Sec. 13.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to  
10 read as follows:

11 ~~((1))~~ Upon filing with the employer the voluntary written  
12 authorization of a bargaining unit faculty member under this chapter,  
13 the employee organization which is the exclusive bargaining  
14 representative of the bargaining unit shall have the right to have  
15 deducted from the salary of the bargaining unit faculty member the  
16 periodic dues and initiation fees uniformly required as a condition of  
17 acquiring or retaining membership in the exclusive bargaining  
18 representative. Such employee authorization shall not be irrevocable  
19 for a period of more than one year. Such dues and fees shall be  
20 deducted from the pay of all faculty members who have given  
21 authorization for such deduction, and shall be transmitted by the  
22 employer to the employee organization or to the depository designated  
23 by the employee organization.

24 ~~((2) A collective bargaining agreement may include union security  
25 provisions, but not a closed shop. If an agency shop or other union  
26 security provision is agreed to, the employer shall enforce any such  
27 provision by deductions from the salary of bargaining unit faculty  
28 members affected thereby and shall transmit such funds to the employee  
29 organization or to the depository designated by the employee  
30 organization.~~

31 ~~(3) A faculty member who is covered by a union security provision  
32 and who asserts a right of nonassociation based on bona fide religious  
33 tenets or teachings of a church or religious body of which such faculty  
34 member is a member shall pay to a nonreligious charity or other  
35 charitable organization an amount of money equivalent to the periodic  
36 dues and initiation fees uniformly required as a condition of acquiring  
37 or retaining membership in the exclusive bargaining representative.~~

1 ~~The charity shall be agreed upon by the faculty member and the employee~~  
2 ~~organization to which such faculty member would otherwise pay the dues~~  
3 ~~and fees. The faculty member shall furnish written proof that such~~  
4 ~~payments have been made. If the faculty member and the employee~~  
5 ~~organization do not reach agreement on such matter, the dispute shall~~  
6 ~~be submitted to the commission for determination.))~~

7 **Sec. 14.** RCW 41.80.050 and 2002 c 354 s 306 are each amended to  
8 read as follows:

9 Except as may be specifically limited by this chapter, employees  
10 shall have the right to self-organization, to form, join, or assist  
11 employee organizations, and to bargain collectively through  
12 representatives of their own choosing for the purpose of collective  
13 bargaining free from interference, restraint, or coercion. Employees  
14 shall also have the right to refrain from any or all such activities  
15 ~~((except to the extent that they may be required to pay a fee to an~~  
16 ~~exclusive bargaining representative under a union security provision~~  
17 ~~authorized by this chapter)).~~

18 **Sec. 15.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to  
19 read as follows:

20 (1) ~~((A collective bargaining agreement may contain a union~~  
21 ~~security provision requiring as a condition of employment the payment,~~  
22 ~~no later than the thirtieth day following the beginning of employment~~  
23 ~~or July 1, 2004, whichever is later, of an agency shop fee to the~~  
24 ~~employee organization that is the exclusive bargaining representative~~  
25 ~~for the bargaining unit in which the employee is employed. The amount~~  
26 ~~of the fee shall be equal to the amount required to become a member in~~  
27 ~~good standing of the employee organization. Each employee organization~~  
28 ~~shall establish a procedure by which any employee so requesting may pay~~  
29 ~~a representation fee no greater than the part of the membership fee~~  
30 ~~that represents a pro rata share of expenditures for purposes germane~~  
31 ~~to the collective bargaining process, to contract administration, or to~~  
32 ~~pursuing matters affecting wages, hours, and other conditions of~~  
33 ~~employment.~~

34 (2) ~~An employee who is covered by a union security provision and~~  
35 ~~who asserts a right of nonassociation based on bona fide religious~~  
36 ~~tenets, or teachings of a church or religious body of which the~~

1 ~~employee is a member, shall, as a condition of employment, make~~  
2 ~~payments to the employee organization, for purposes within the program~~  
3 ~~of the employee organization as designated by the employee that would~~  
4 ~~be in harmony with his or her individual conscience. The amount of the~~  
5 ~~payments shall be equal to the periodic dues and fees uniformly~~  
6 ~~required as a condition of acquiring or retaining membership in the~~  
7 ~~employee organization minus any included monthly premiums for insurance~~  
8 ~~programs sponsored by the employee organization. The employee shall~~  
9 ~~not be a member of the employee organization but is entitled to all the~~  
10 ~~representation rights of a member of the employee organization.~~

11 (3)) Upon filing with the employer the written authorization of a  
12 bargaining unit employee under this chapter, the employee organization  
13 that is the exclusive bargaining representative of the bargaining unit  
14 shall have the exclusive right to have deducted from the salary of the  
15 employee an amount equal to the fees and dues uniformly required as a  
16 condition of acquiring or retaining membership in the employee  
17 organization. The fees and dues shall be deducted each pay period from  
18 the pay of all employees who have given authorization for the deduction  
19 and shall be transmitted by the employer as provided for by agreement  
20 between the employer and the employee organization.

21 ((4)) (2) Employee organizations that before July 1, 2004, were  
22 entitled to the benefits of this section shall continue to be entitled  
23 to these benefits.

24 **Sec. 16.** RCW 47.64.130 and 2010 c 8 s 10021 are each amended to  
25 read as follows:

26 (1) It is an unfair labor practice for the employer or its  
27 representatives:

28 (a) To interfere with, restrain, or coerce employees in the  
29 exercise of the rights guaranteed by this chapter;

30 (b) To dominate or interfere with the formation or administration  
31 of any employee organization or contribute financial or other support  
32 to it. However, subject to rules made by the commission pursuant to  
33 RCW 47.64.280, an employer shall not be prohibited from permitting  
34 employees to confer with it or its representatives or agents during  
35 working hours without loss of time or pay;

36 (c) To encourage or discourage membership in any employee  
37 organization by discrimination in regard to hiring, tenure of

1 employment, or any term or condition of employment(~~(, but nothing~~  
2 ~~contained in this subsection prevents an employer from requiring, as a~~  
3 ~~condition of continued employment, payment of periodic dues and fees~~  
4 ~~uniformly required to an exclusive bargaining representative pursuant~~  
5 ~~to RCW 47.64.160. However, nothing prohibits the employer from~~  
6 ~~agreeing to obtain employees by referral from a lawful hiring hall~~  
7 ~~operated by or participated in by a labor organization));~~

8 (d) To discharge or otherwise discriminate against an employee  
9 because he or she has filed charges or given testimony under this  
10 chapter;

11 (e) To refuse to bargain collectively with the representatives of  
12 its employees.

13 (2) It is an unfair labor practice for an employee organization:

14 (a) To restrain or coerce (i) employees in the exercise of the  
15 rights guaranteed by this chapter(~~(. However, this subsection does not~~  
16 ~~impair the right of an employee organization to prescribe its own rules~~  
17 ~~with respect to the acquisition or retention of membership therein)),~~  
18 or (ii) an employer in the selection of his or her representatives for  
19 the purposes of collective bargaining or the adjustment of grievances.  
20 However, this subsection (a) does not impair the right of an employee  
21 organization to prescribe its own rules with respect to the acquisition  
22 or retention of membership therein;

23 (b) To cause or attempt to cause an employer to discriminate  
24 against an employee in violation of subsection (1)(c) of this section;

25 (c) To refuse to bargain collectively with an employer.

26 (3) The expression of any view, argument, or opinion, or the  
27 dissemination thereof to the public, whether in written, printed,  
28 graphic, or visual form, shall not constitute or be evidence of an  
29 unfair labor practice under any of the provisions of this chapter, if  
30 the expression contains no threat of reprisal or force or promise of  
31 benefit.

32 **Sec. 17.** RCW 49.66.010 and 1973 2nd ex.s. c 3 s 1 are each amended  
33 to read as follows:

34 It is the public policy of the state to expedite the settlement of  
35 labor disputes arising in connection with health care activities, in  
36 order that there may be no lessening, however temporary, in the quality  
37 of the care given to patients. It is the legislative purpose by this

1 chapter to promote collective bargaining between health care activities  
2 and their employees, and to protect the right of employees of health  
3 care activities to organize and select collective bargaining units of  
4 their own choosing.

5 ~~((It is further determined that any agreements involving union  
6 security including an all-union agreement or agency agreement must  
7 safeguard the rights of nonassociation of employees, based on bona fide  
8 religious tenets or teachings of a church or religious body of which  
9 such employee is a member. Such employee must pay an amount of money  
10 equivalent to regular union dues and initiation fees and assessments,  
11 if any, to a nonreligious charity or to another charitable organization  
12 mutually agreed upon by the employee affected and the representative of  
13 the labor organization to which such employee would otherwise pay dues.  
14 The employee shall furnish written proof that this has been done. If  
15 the employee and representative of the labor organization do not reach  
16 agreement on the matter, the department shall designate such  
17 organization.))~~

18 **Sec. 18.** RCW 49.66.050 and 2010 c 8 s 12063 are each amended to  
19 read as follows:

20 It shall be an unfair labor practice and unlawful, for any employee  
21 organization or its agent to:

22 (1) Restrain or coerce (a) employees in the exercise of their right  
23 to refrain from self-organization, or (b) an employer in the selection  
24 of its representatives for purposes of collective bargaining or the  
25 adjustment of grievances;

26 (2) Cause or attempt to cause an employer to discriminate against  
27 an employee in violation of RCW 49.66.040(3) or to discriminate against  
28 an employee with respect to whom membership in such organization has  
29 been denied or terminated on some ground other than his or her failure  
30 to tender the periodic dues and initiation fees uniformly required as  
31 a condition of acquiring or retaining membership;

32 (3) Refuse to meet and bargain in good faith with an employer,  
33 provided it is the duly designated representative of the employer's  
34 employees for purposes of collective bargaining;

35 (4) ~~((Require of employees covered by a union security agreement  
36 the payment, as a condition precedent to becoming a member of such  
37 organization, of a fee in an amount which the director finds excessive~~

1 ~~or discriminatory under all the circumstances. In making such a~~  
2 ~~finding, the director shall consider, among other relevant factors, the~~  
3 ~~practices and customs of labor organizations in the particular~~  
4 ~~industry, and the wages currently paid to the employees affected;~~

5 (+5)) Cause or attempt to cause an employer to pay or deliver or  
6 agree to pay or deliver any money or other thing of value, in the  
7 nature of an exaction, for services which are not performed or not to  
8 be performed;

9 ((+6)) (5) Enter into any contract or agreement, express or  
10 implied, whereby an employer or other person ceases or refrains, or  
11 agrees to cease or refrain, from handling, using, selling,  
12 transporting, or otherwise dealing in any of the products or services  
13 of any other employer or person, or to cease doing business with any  
14 other employer or person, and any such contract or agreement shall be  
15 unenforceable and void; or

16 ((+7)) (6) Engage in, or induce or encourage any individual  
17 employed by any employer or to engage in, an activity prohibited by RCW  
18 49.66.060.

19 NEW SECTION. **Sec. 19.** The following acts or parts of acts are  
20 each repealed:

21 (1) RCW 41.56.100 (Authority and duty of employer to engage in  
22 collective bargaining--Limitations--Mediation, grievance procedures  
23 upon failure to agree) and 2010 c 235 s 801, 1989 c 45 s 1, 1975 1st  
24 ex.s. c 296 s 21, & 1967 ex.s. c 108 s 10; and

25 (2) RCW 47.64.160 (Union security provisions) and 1983 c 15 s 7.

26 NEW SECTION. **Sec. 20.** Nothing contained in this act may be  
27 construed to alter any existing collective bargaining unit or the  
28 provisions of any existing collective bargaining agreement until the  
29 agreement has expired.

30 NEW SECTION. **Sec. 21.** Sections 1 through 5 of this act are each  
31 added to chapter 49.36 RCW.

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