
HOUSE BILL 2403

State of Washington

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By Representatives Kenney, Conway, Voloria, Linville, Campbell, O'Brien, Fromhold, Lovick, Hunt, Hurst, Miloscia, Jackley, Kagi, Schual-Berke, Kessler, Gombosky, Berkey, Cody, Chase, Morris, Dickerson, Tokuda, Cooper, Darneille, Kirby, Upthegrove, Edwards, Romero, Santos, Lysen, Quall, McIntire, Wood, Haigh, McDermott, Simpson and Sullivan

Read first time 01/16/2002. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to labor relations at the public four-year
2 institutions of higher education; adding a new chapter to Title 41 RCW;
3 and creating a new section.

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

5 NEW SECTION. **Sec. 1.** LEGISLATIVE FINDINGS OF FACT AND STATEMENTS
6 OF POLICY. The legislature finds and declares that:

7 (1) The people of the state of Washington have a fundamental
8 interest in developing harmonious and cooperative labor relations
9 within the public four-year institutions of higher education.

10 (2) Teachers in the public school system and instructors in the
11 community colleges in the state have been granted the opportunity to
12 bargain collectively. It would be desirable to expand the jurisdiction
13 of the public employment relations commission to cover faculty in the
14 state's public four-year institutions of higher education.

15 (3) It is the purpose of this chapter to provide the means by which
16 relations between the boards of regents and trustees of the public
17 four-year institutions of higher education of the state of Washington
18 and their faculty may assure that the responsibilities and authorities
19 granted to these institutions are carried out in an atmosphere that

1 permits the fullest participation by faculty in determining the
2 conditions of employment which affect them. It is the intent of the
3 legislature to accomplish this purpose by providing a uniform structure
4 for recognizing the right of faculty of the public four-year
5 institutions of higher education to full freedom of association, self-
6 organization, and designation of representatives of their own choosing
7 for the purpose of exclusive representation in their employment
8 relationships with the boards of regents and trustees and to select an
9 organization as their exclusive representative for the purpose of
10 collective bargaining, if they should so choose.

11 (4) It is the further purpose of this chapter to provide orderly
12 and clearly defined procedures for collective bargaining and dispute
13 resolution, and to define and prohibit certain practices that are
14 contrary to the public interest.

15 NEW SECTION. **Sec. 2.** EXERCISE OF FUNCTIONS OF FACULTY IN SHARED
16 GOVERNANCE--GUARANTEE OF ACADEMIC FREEDOM. (1) The legislature
17 recognizes that consultation and joint decision making between
18 administration and faculty is the long-accepted manner of governing
19 public four-year institutions of higher education and is essential to
20 performing their educational missions. The legislature declares that
21 it is the purpose of this chapter to both preserve and encourage that
22 process. Nothing contained in this chapter shall be construed to
23 restrict, limit, or prohibit the exercise by the faculty in any shared
24 governance systems or practices with respect to policies on academic
25 and professional matters affecting the public four-year institutions of
26 higher education.

27 (2) It is the policy of the state of Washington to encourage the
28 pursuit of excellence in teaching, research, and learning through the
29 free exchange of ideas among the faculty, students, and staff of its
30 institutions. All parties subject to this chapter shall respect and
31 endeavor to preserve academic freedom.

32 (3) In the absence of a valid collective bargaining, and for
33 matters excluded under section 4 of this act, the rules, regulations,
34 provisions, and procedures policies and practices manuals in public
35 four-year institutions of education shall govern relations between
36 faculty and the respective boards of regents and trustees.

1 NEW SECTION. **Sec. 3.** DEFINITIONS. The definitions in this
2 section apply throughout this chapter unless the context clearly
3 requires otherwise.

4 (1) "Faculty governance system" means the internal organization
5 created by the faculty to serve as its advisory body and charged with
6 the responsibility for recommending policies, regulations, and rules
7 for the college or university.

8 (2) "Grievance arbitration" means a method to resolve disputes
9 arising out of interpretations or application of the terms of an
10 agreement under which the parties to a controversy must accept the
11 decision of a third party.

12 (3) "Collective bargaining" and "bargaining" mean the performance
13 of the mutual obligation of the representatives of the employer and the
14 exclusive bargaining representative to meet at reasonable times to
15 bargain in good faith in an effort to reach agreement with respect to
16 wages, hours, and other terms and conditions of employment. A written
17 contract incorporating any agreements reached must be executed if
18 requested by either party. The obligation to bargain does not compel
19 either party to agree to a proposal or to make a concession.

20 In the event of a dispute between an employer and an exclusive
21 bargaining representative over the matters that are terms and
22 conditions of employment, the commission shall decide which items are
23 mandatory subjects for bargaining, subject to the exclusions in section
24 4 of this act.

25 (4) "Commission" means the public employment relations commission
26 established pursuant to RCW 41.58.010.

27 (5) "Faculty" means employees who are designated with faculty
28 status or who perform faculty duties at each of the public four-year
29 institutions of higher education as defined through policies
30 established by the faculty governance system, excluding casual or
31 temporary employees, administrators, confidential employees, graduate
32 student employees, postdoctoral and clinical employees, and employees
33 subject to chapter 41.06 or 41.56 RCW.

34 (6) "Employee organization" means any organization that includes as
35 its members faculty of the employer and that has as one of its purposes
36 representation of faculty pursuant to this chapter. A faculty
37 governance system is not an employee organization as defined in this
38 subsection.

1 (7) "Employer" means the boards of regents and boards of trustees
2 of the public four-year institutions of higher education.

3 (8) "Exclusive bargaining representative" means any employee
4 organization that has been determined by the commission to represent
5 all of the faculty of the bargaining unit pursuant to section 6 of this
6 act.

7 (9) "Administrator" means all deans, associate and assistant deans,
8 vice-provosts, vice-presidents, the provost, chancellors,
9 vice-chancellors, and the president, and all such other faculty who
10 exercise managerial or supervisory authority over other faculty.

11 (10) "Confidential employee" means (a) a person who participates
12 directly on behalf of an employer in the formulation of labor relations
13 policy, the preparation for or conduct of collective bargaining, or the
14 administration of a collective bargaining agreement, if the role of the
15 person is not merely routine or clerical in nature but calls for the
16 consistent exercise of independent judgment; and (b) a person who
17 assists and acts in a confidential capacity to a person in (a) of this
18 subsection.

19 (11) "Bargaining unit" includes all faculty of all campuses of each
20 of the colleges and universities. It is the intent of this chapter
21 that there be only one bargaining unit allowable under these provisions
22 for faculty of each employer, containing all faculty, as defined in
23 this section, from all schools, colleges, and campuses of each of the
24 employers.

25 (12) "Public four-year institutions of higher education" means the
26 University of Washington, Washington State University, Eastern
27 Washington University, Western Washington University, Central
28 Washington University, and The Evergreen State College.

29 NEW SECTION. **Sec. 4.** SCOPE OF BARGAINING. (1) Faculty may,
30 pursuant to the terms of this chapter, elect an exclusive bargaining
31 representative to bargain with the employer over wages, hours of
32 employment, and other terms and conditions of employment. Prohibited
33 subjects of bargaining include but are not limited to the following:

34 (a) Consideration of the merits, necessity, or organization of any
35 service, activity, or program established by law or resolution of the
36 employer, except for the terms and conditions of employment of faculty
37 who may be affected by such service, activity, or program.

1 (b) The amount of any fees that are not a term or condition of
2 employment.

3 (c) Admission requirements for students, conditions for the award
4 of certificates and degrees, and the content, methods, supervision, and
5 evaluation of courses, curricula, and research programs.

6 (2) Permissive subjects of bargaining include, but are not limited
7 to, criteria and standards to be used for the appointment, promotion,
8 evaluation, and tenure of faculty.

9 (3) Nothing in this section shall be construed to limit the right
10 of the employer to consult with any employee or faculty governance
11 system on any matter outside the scope of bargaining.

12 NEW SECTION. **Sec. 5.** RIGHT TO ORGANIZE OR REFRAIN FROM
13 ORGANIZING. Faculty have the right to self-organization, to form,
14 join, or assist employee organizations, and to bargain collectively
15 through exclusive representatives of their own choosing, and also have
16 the right to refrain from any or all of these activities except to the
17 extent that faculty may be required to make payments to an exclusive
18 bargaining representative or charitable organization under a union
19 security provision authorized in this chapter.

20 NEW SECTION. **Sec. 6.** DUTY OF FAIR REPRESENTATION. The employee
21 organization which has been determined by the commission to represent
22 all faculty of the bargaining unit shall be the exclusive bargaining
23 representative of, and shall be required to represent, all the faculty
24 within the bargaining unit without regard to membership in that
25 employee organization: PROVIDED, That any faculty may at any time
26 present his or her complaints or concerns to the employer and have such
27 complaints or concerns adjusted without intervention of the exclusive
28 bargaining representative, as long as the exclusive bargaining
29 representative has been given an opportunity to be present at the
30 adjustment and to make its views known, and as long as the adjustment
31 is not inconsistent with the terms of a collective bargaining agreement
32 then in effect.

33 NEW SECTION. **Sec. 7.** REPRESENTATION CASE PROCEDURE. The
34 commission shall resolve any dispute concerning selection of an
35 exclusive bargaining representative in accordance with the procedures
36 specified in this section.

1 (1) No question concerning representation may be raised within one
2 year following issuance of a certification under this section.

3 (2) Where there is a valid collective bargaining agreement in
4 effect, no question concerning representation may be raised except
5 during the period not more than ninety nor less than sixty days prior
6 to the expiration date of the agreement: PROVIDED, That in the event
7 a valid collective bargaining agreement, together with any renewals or
8 extensions thereof, has been or will be in existence for more than
9 three years, then a question concerning representation may be raised
10 not more than ninety nor less than sixty days prior to the third
11 anniversary date or any subsequent anniversary date of the agreement;
12 and if the exclusive bargaining representative is removed as the result
13 of such procedure, the collective bargaining agreement shall be deemed
14 to be terminated as of the date of the certification or the anniversary
15 date following the filing of the petition, whichever is later.

16 (3) An employee organization seeking certification as exclusive
17 bargaining representative of a bargaining unit of faculty, or
18 bargaining unit faculty seeking decertification of their exclusive
19 bargaining representative, shall make a confidential showing to the
20 commission of credible evidence demonstrating that at least thirty
21 percent of the faculty in the bargaining unit are in support of the
22 petition. The petition must indicate the name, address, and telephone
23 number of any employee organization known to claim an interest in the
24 bargaining unit.

25 (4) A petition filed by an employer must be supported by credible
26 evidence demonstrating the good faith basis on which the employer
27 claims the existence of a question concerning the representation of its
28 faculty.

29 (5) Any employee organization which makes a confidential showing to
30 the commission of credible evidence demonstrating that it has the
31 support of at least ten percent of the faculty in the bargaining unit
32 involved is entitled to intervene in proceedings under this section and
33 to have its name listed as a choice on the ballot in an election
34 conducted by the commission.

35 (6) The commission shall determine any question concerning
36 representation by conducting a secret ballot election among the faculty
37 in the bargaining unit, except under the following circumstances:

38 (a) If only one employee organization is seeking certification as
39 exclusive bargaining representative of a bargaining unit for which

1 there is no incumbent exclusive bargaining representative, the
2 commission may, upon the concurrence of the employer and the employee
3 organization, determine the question concerning representation by
4 conducting a cross-check comparing the employee organization's
5 membership records or bargaining authorization cards against the
6 employment records of the employer; or

7 (b) If the commission determines that a serious unfair labor
8 practice has been committed which interfered with the election process
9 and precludes the holding of a fair election, the commission may
10 determine the question concerning representation by conducting a cross-
11 check comparing the employee organization's membership records or
12 bargaining authorization cards against the employment records of the
13 employer.

14 (7) The representation election ballot must contain a choice for
15 each employee organization qualifying under subsection (3) or (5) of
16 this section, together with a choice for no representation. The
17 representation election shall be determined by the majority of the
18 valid ballots cast. If there are three or more choices on the ballot
19 and none of the three or more choices receives a majority of the valid
20 ballots cast, a runoff election shall be conducted between the two
21 choices receiving the highest and second highest numbers of votes.

22 NEW SECTION. **Sec. 8.** DISPUTES CONCERNING THE APPROPRIATE UNIT.
23 In any dispute concerning membership in the bargaining unit or the
24 allocation of employees or positions to bargaining units, the
25 commission, after a hearing or hearings, shall determine the dispute,
26 taking into consideration the duties, skills, and working conditions of
27 the employees, the extent of organization among the employees, the
28 community of interest among the employees, the desire of the employees,
29 and the overall management structure of the employer including the
30 interrelationships of divisions within the institution and the
31 existence of branch campuses. Unnecessary fragmentation shall be
32 avoided.

33 NEW SECTION. **Sec. 9.** NEGOTIATIONS REDUCED TO WRITTEN AGREEMENTS--
34 PROVISIONS RELATING TO SALARY INCREASES--RESTRICTIONS. (1) If
35 appropriations are necessary to implement the compensation provisions
36 of the bargaining agreement agreed to under the provisions of this
37 chapter, the governor shall submit a request for such funds to the

1 legislature. The governor shall submit a request for funds within ten
2 days of the date on which the exclusive bargaining representative
3 ratifies the agreement or, if the legislature is not in session, within
4 ten days after the legislature next convenes. Request for funds
5 necessary to implement the provisions of bargaining agreements shall
6 not be submitted to the legislature by the governor unless such
7 requests:

8 (a) Have been submitted to the director of the office of financial
9 management prior to October 1 of the year they are negotiated;

10 (b) Have been certified by the director of the office of financial
11 management as being feasible financially for the state.

12 (2) The legislature shall approve or reject the submission of the
13 request for funds as a whole. If the legislature rejects or fails to
14 act on the submission, either party may request to reopen all or part
15 of the agreement.

16 (3) Each of the public four-year institutions of higher education
17 may provide additional salary increases to faculty that exceed those
18 provided by the legislature.

19 NEW SECTION. **Sec. 10.** NEGOTIATED AGREEMENTS--PROCEDURES FOR
20 ARBITRATION. A board of regents or trustees and an exclusive
21 bargaining representative that enter into a negotiated agreement under
22 this chapter may include in the agreement procedures for grievance
23 arbitration of the disputes arising about the interpretation or
24 application of the agreement. Any such agreement that is made pursuant
25 to this chapter may contain provision for the final and binding
26 arbitration of grievance disputes arising over the interpretation or
27 application of the agreement.

28 (1) The parties to a collective bargaining agreement may agree on
29 one or more permanent umpires to serve as arbitrator, or may agree on
30 any impartial person to serve as arbitrator, or may agree to select
31 arbitrators from any source available to them, including federal and
32 private agencies, in addition to the staff and dispute resolution panel
33 maintained by the commission.

34 (2) An arbitrator may require any person to attend as a witness,
35 and to bring with him or her any book, record, document, or other
36 evidence. Subpoenas shall issue and be signed by the arbitrator and
37 shall be served in the same manner as subpoenas to testify before a
38 court of record in this state. The fees for such attendance shall be

1 paid by the party requesting issuance of the subpoena and shall be the
2 same as the fees of witnesses in the superior court. If any person so
3 summoned to testify refuses or neglects to obey such subpoena, upon
4 petition authorized by the arbitrator, the superior court may compel
5 the attendance of such person before the arbitrator, or punish the
6 person for contempt in the same manner provided for the attendance of
7 witnesses or the punishment of them in the courts of this state.

8 (3) The arbitrator shall appoint a time and place for the hearing
9 and notify the parties thereof, and may adjourn the hearing from time
10 to time as may be necessary, and, on application of either party and
11 for good cause, may postpone the hearing to a time not extending beyond
12 a date fixed by the collective bargaining agreement for making the
13 award. The arbitrator has the power to administer oaths. The
14 arbitration award shall be in writing and signed by the arbitrator or
15 a majority of the members of the arbitration panel. The arbitrator
16 shall, promptly upon its rendition, serve a true copy of the award on
17 each of the parties or their attorneys.

18 (4) If a party to a collective bargaining agreement negotiated
19 pursuant to the provisions of this chapter refuses to submit a
20 grievance for arbitration, the other party to the collective bargaining
21 agreement may invoke the jurisdiction of the superior court for any
22 county in which the labor dispute exists, and such court has
23 jurisdiction to issue an order compelling arbitration. The commission,
24 on its own motion, may invoke the jurisdiction of the superior court
25 where a work stoppage is in existence. Arbitration shall be ordered if
26 the grievance states a claim which on its face is covered by the
27 collective bargaining agreement, and doubts as to the coverage of the
28 arbitration clause shall be resolved in favor of arbitration. Disputes
29 concerning compliance with grievance procedures shall be reserved for
30 determination by the arbitrator.

31 (5) If a party to a collective bargaining agreement negotiated
32 pursuant to the provisions of this chapter refuses to comply with the
33 award of an arbitrator determining a grievance arising under such
34 collective bargaining agreement, the other party to the collective
35 bargaining agreement, or any affected employee, may invoke the
36 jurisdiction of the superior court for any county in which the labor
37 dispute exists, and such court has jurisdiction to issue an order
38 enforcing the arbitration award. The commission, on its own motion,
39 may invoke the jurisdiction of the superior court where a work stoppage

1 is in existence. The court shall not substitute its judgment for that
2 of the arbitrator and shall enforce any arbitration award which is
3 based on the collective bargaining agreement, except that an
4 arbitration award shall not be enforced and a new arbitration
5 proceeding may be ordered:

6 (a) If the arbitration award was procured by corruption, fraud, or
7 undue means;

8 (b) If there was evident partiality or corruption in the arbitrator
9 or arbitrators;

10 (c) If the arbitrator or arbitrators were guilty of misconduct, in
11 refusing to postpone a hearing upon sufficient cause shown, or in
12 refusing to hear evidence pertinent and material to the controversy, or
13 of any other misbehavior by which the rights of any party have been
14 prejudiced; or

15 (d) If the arbitrator or arbitrators have exceeded their powers, or
16 so imperfectly executed them that a final and definite award on the
17 subject matter was not made, in which event the court also has
18 discretion to remand the matter to the arbitrator or arbitrators who
19 issued the defective award.

20 NEW SECTION. **Sec. 11.** COLLECTIVE BARGAINING AGREEMENT--EXCLUSIVE
21 BARGAINING REPRESENTATIVE--UNION SECURITY PROVISIONS--DUES AND FEES.

22 (1) Upon the voluntary written authorization of a bargaining unit
23 employee, the employer shall deduct from the pay of the employee the
24 periodic dues and initiation fees uniformly required as a condition of
25 acquiring or retaining membership in the exclusive bargaining
26 representative. The employee authorization may be irrevocable for up
27 to one year. Such dues and fees must be transmitted monthly by the
28 employer to the exclusive bargaining representative or to the
29 depository designated by the exclusive bargaining representative.

30 (2) A collective bargaining agreement may include union security
31 provisions, but not a closed shop. If such provisions are agreed to,
32 the employer shall enforce any union security provision by monthly
33 deductions from the pay of all bargaining unit employees affected by
34 the collective bargaining agreement and shall transmit the funds to the
35 exclusive bargaining representative or to the depository designated by
36 the exclusive bargaining representative.

37 (3) An employee who is covered by a union security provision and
38 who asserts a right of nonassociation based on bona fide religious

1 tenets or teaching of a church or religious body of which the employee
2 is a member shall, as a condition of employment, make alternative
3 payments to a nonreligious charity designated by agreement of the
4 employee and the exclusive bargaining representative. The amount of
5 the alternative payment shall be equal to the periodic dues and
6 initiation fees uniformly required as a condition of acquiring or
7 retaining membership in the exclusive bargaining representative. The
8 employee shall furnish written proof that the payments have been made.
9 If the employee and the exclusive bargaining representative do not
10 reach agreement on the matter, the dispute shall be submitted to the
11 commission for determination.

12 NEW SECTION. **Sec. 12.** COMMISSION--MEDIATION ACTIVITIES--OTHER
13 DISPUTE RESOLUTION PROCEDURES AUTHORIZED. The commission shall conduct
14 mediation activities upon the request of either party as a means of
15 assisting in the settlement of unresolved matters considered under this
16 chapter.

17 In the event that any matter being jointly considered by the
18 exclusive bargaining representative and the board of regents or
19 trustees is not settled by the means provided in this chapter, either
20 party, twenty-four hours after serving written notice of its intended
21 action to the other party, may request the assistance and advice of the
22 commission. Nothing in this section prohibits an employer and an
23 employee organization from agreeing to substitute, at their own
24 expense, some other impasse procedure or other means of resolving
25 matters considered under this chapter.

26 NEW SECTION. **Sec. 13.** UNFAIR LABOR PRACTICES. (1) It is an
27 unfair labor practice for an employer to:

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

30 (b) Dominate or interfere with the formation or administration of
31 any employee organization or contribute financial or other support to
32 it: PROVIDED, That subject to rules adopted by the commission, an
33 employer is not prohibited from permitting faculty to confer with it or
34 its representatives or agents during working hours without loss of time
35 or pay;

1 (c) Encourage or discourage membership in any employee organization
2 by discrimination in regard to hire, tenure of employment, or any term
3 or condition of employment;

4 (d) Discharge or discriminate otherwise against a faculty because
5 that faculty has filed charges or given testimony under this chapter;

6 (e) Refuse to bargain collectively with the exclusive bargaining
7 representative of its faculty.

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

9 (a) Restrain or coerce a faculty in the exercise of the rights
10 guaranteed by this chapter: PROVIDED, That this subsection does not
11 impair the rights of (i) an employee organization to prescribe its own
12 rules with respect to the acquisition or retention of membership in the
13 employee organization or (ii) to the rights of an employer in the
14 selection of its representatives for the purpose of bargaining or the
15 adjustment of grievances;

16 (b) Cause or attempt to cause an employer to discriminate against
17 a faculty in violation of subsection (1)(c) of this section;

18 (c) Discriminate against a faculty because that faculty has filed
19 charges or given testimony under this chapter;

20 (d) Refuse to bargain collectively with an employer.

21 (3) The expressing of any view, arguments, or opinion, or the
22 dissemination thereof to the public, whether in written, printed,
23 graphic, or visual form, shall not constitute or be evidence of an
24 unfair labor practice under this chapter, if such expression contains
25 no threat of reprisal or force or promise of benefit.

26 NEW SECTION. **Sec. 14.** STRIKES AND LOCKOUTS PROHIBITED--
27 VIOLATIONS--REMEDIES. The right of faculty to engage in any strike is
28 prohibited. The right of a board of regents or trustees to engage in
29 any lockout is prohibited. Should either a strike or lockout occur,
30 the representative of the faculty or board of regents or trustees may
31 invoke the jurisdiction of the superior court in the county in which
32 the labor dispute exists, and such court has jurisdiction to issue an
33 appropriate order against either or both parties. In fashioning an
34 order, the court shall take into consideration not only the elements
35 necessary for injunctive relief but also the purpose and goals of this
36 chapter and any mitigating factors such as the commission of an unfair
37 labor practice by either party.

1 NEW SECTION. **Sec. 15.** STATE HIGHER EDUCATION ADMINISTRATIVE
2 PROCEDURES ACT NOT TO AFFECT. Contracts or agreements, or any
3 provision thereof, entered into between boards of regents or trustees
4 and exclusive bargaining representatives pursuant to this chapter are
5 not affected by or subject to chapter 34.05 RCW.

6 NEW SECTION. **Sec. 16.** SEVERABILITY. If any provision of this act
7 or its application to any person or circumstance is held invalid, the
8 remainder of the act or the application of the provision to other
9 persons or circumstances is not affected.

10 NEW SECTION. **Sec. 17.** RETROACTIVE ACCRUAL OF BENEFITS AND
11 SALARIES. Whenever a collective bargaining agreement between an
12 employer and an exclusive bargaining representative is concluded after
13 the termination date of the previous collective bargaining agreement
14 between the employer and an employee organization representing the same
15 employees, the effective date of the collective bargaining agreement
16 may be the day after the termination date of the previous collective
17 bargaining agreement, and all benefits included in the new collective
18 bargaining agreement, including wage or salary increases, may accrue
19 beginning with the effective date as established by this section.

20 NEW SECTION. **Sec. 18.** Nothing in this chapter shall be construed
21 to annul, modify, or preclude the renewal or continuation of any lawful
22 agreement entered into before the effective date of this section
23 between an employer and an employee organization covering wages, hours,
24 and terms and conditions of employment.

25 NEW SECTION. **Sec. 19.** Except as otherwise expressly provided in
26 this chapter, this chapter shall not be construed to deny or otherwise
27 abridge any rights, privileges, or benefits granted by law to
28 employees. This chapter shall not be construed to interfere with the
29 responsibilities and rights of the board of regents or board of
30 trustees as specified by federal and state law.

31 NEW SECTION. **Sec. 20.** Sections 1 through 19 of this act
32 constitute a new chapter in Title 41 RCW.

1 NEW SECTION. **Sec. 21.** Section captions used in this act are not
2 any part of the law.

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